

Global Corporate Travel Insurance

Terms & Conditions no. 40503

Valid from 15. March 2024

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Contact

Any questions?

Find the answers to the most frequently asked questions about our insurances etc. on our website. You can also contact our Company Support. By telephone or e-mail: Monday - Friday.

Please find our opening hours at www.erv.dk.

Contact Customer Support

Site: www.erv.dk/erhverv

Telephone: +45 33 27 83 35

Email: erhverv@erv.dk

Have you been injured?

If you require emergency assistance you must contact our Emergency Centre. Round the clock, all year round.

Contact ERGO Alarm (emergency assistance)

Telephone: +45 70 10 90 30

Email: erv-alarm.dk@euro-center.com

If your injury is non-urgent please contact our Claims Department.

You can report your claim via www.erv.dk or by calling us.

Contact Claims department (non-urgent assistance)

Site: www.erv.dk/erhverv/skadeanmeldelse

Telephone: +45 33 25 25 25

Email: skade@erv.dk

Introduction

Consider this when you read the terms and conditions:

1. The terms and conditions should be read together with the insurance policy, which together constitute the insurance contract.
2. If special conditions apply for your insurance this will be stated in the insurance policy.
3. Please note that only the cover stated in the insurance policy is applicable to your insurance.

All words in *italics* are defined at the end of the document.

These terms and conditions were elaborated in Danish and subsequently translated into English. In the event of discrepancies between the Danish and the English versions the original Danish version will prevail.

Insurance Provider:

ERGO Forsikring A/S, hereinafter referred to as ERGO Forsikring

Frederiksbergs Allé 3
DK-1790 Copenhagen V
Central Business Register No: 62940514

The insurance provider is under the supervision of the Danish Financial Supervisory Authority.

A. Who can take out the Insurance?

The insurance can be taken out by a company or an association with a registered office within the EU/EEA.

The company/association is the *policyholder*. It is a precondition for cover that ERGO Forsikring has been informed about and has approved all foreign legal entities (branches, companies and similar) to be covered by the insurance.

B. Who can be insured?

Persons who are entitled to benefits according to applicable law concerning public health care or private health insurance in the *country of residence* can be insured.

The following persons can be insured when travelling in the interests of the policyholder and the policyholder pays for the trip:

- Employees
- Employed owners and co-owners

If stated in the insurance policy:

- Spouses/*cohabiting partners*/children of the abovementioned persons;
- Members of the board of the company;
- Guests invited by the company;
- Foreign visitors to the company;
- Freelance workers/consultants.

ERGO Forsikring must be notified about all persons with residence outside Denmark. This also applies to persons who in their country of residence are not entitled to benefits under laws on public health care or private health insurance. The persons who are covered by the insurance and who are stated in the insurance policy are hereinafter referred to as “you” or “the insured”.

C. When the Insurance applies

The insurance applies during *business trips* for up to 365 consecutive days. The insurance can be expanded to cover holiday travel which takes place in combination with *business trips* as well as pure holiday travel. Expansions must be stated in the policy.

A *business trip* starts upon departure from your workplace or departure from your residence if the *business trip* starts directly from the residence and ends on *return* to one of these places. If the *business trip/assignment* is interrupted prior to your return to the residence or workplace, the insurance will apply only up to the time of such interruption.

Cover 18 Cancellation, if this cover option is taken out, covers from the time of booking of the *business trip* until you commence your *trip*.

Cover for visitors arriving from abroad, who are listed in the insurance policy, comes into effect when the visitor has checked in for his or her direct journey to the location of the company or association in an EU/EEA country and ends when the visitor checks in again to leave the country in which the company/association is located.

However, the insurance never provides cover earlier than the time of entry into effect of the insurance contract and ends no later than the time of expiry of the insurance contract.

D. Where the Insurance applies

The insurance applies to *business trips* throughout the world. Charging is per travel tray and is depending on geographical area. This may be one or more of the following:

- *Country of residence*: this is defined as *business trips* beyond 50 km from your private residence/workplace, unless otherwise stated in the policy;
- *Nordic region*;
- *Europe*;
- Outside Europe – countries not mentioned under the definition of *Europe*.

Daily trips in *country of residence*: When the insured's work tasks are mainly performed on trips, or the insured makes journeys to various workplaces, a specific agreement with ERGO Forsikring is required. This also applies if the insured mainly performs his or her work at customer's locations. A specific agreement on daily trips in *country of residence* must be set out in the insurance policy.

Travel between your private residence and your workplace is not considered to be a *business trip*.

The insurance in Denmark is applicable to foreign visitors. In the case of trips departing from Denmark, the insurance also applies in another Schengen country.

If a different method of charging other than per travel day has been agreed upon, this will be stated in the insurance policy.

E. Special Provisions regarding War Zones

Special provisions apply to stays in and travels to *war zones*.

For travel to countries/areas which prior to outward travel are characterised as a *war zone*, a *war zone* insurance must be taken out. *War zone* insurance must be taken out before departure to the *war zone* and must be stated the insurance policy. The *war zone* insurance replaces all covers in the business travel insurance. If no such *war zone* insurance is taken out prior to travel into the *war zone*, there is cover for claims arising during a stay in the *war zone*.

ERGO Forsikring may refuse to provide *war zone* insurance if ERGO Forsikring deems the risk in the *war zone* concerned to be too high. It is incumbent on the *policyholder* to keep himself or herself informed about which countries are classified as a war area. The current list of *war zones* can be found under Travel Safety at www.erv.dk/risikoomrader.

If the area where the insured is already located is declared a *war zone*, the business travel insurance taken out previously will apply for up to 14 days from the time when the area was declared a *war zone*. All cover will then cease. During the course of this 14-day period ERGO Forsikring must be contacted, and the insured has the option to:

- Leave the area;
- Take out insurance for a *war zone*, if ERGO Forsikring approves it.

F. If you have or have had an existing medical condition (pre-existing conditions)

If you have an existing or chronic medical condition and wish to be certain that you are covered for your trip for claims related to the existing or chronic ailments, you must apply for medical prior authorisation.

Examples of existing or chronic medical conditions may be cancers, pneumonia, chronic pulmonary diseases, cardiovascular diseases including high blood pressure, diabetes, complications of pregnancy, etc.

Prior to departure:

Medical pre-approval is always necessary if you meet one or more of the following criteria:

- a) You are suffering from a serious chronic medical condition;
- b) You are diagnosed with a new medical condition within 2 months of the date of *departure*;
- c) Your existing or chronic medical condition(s) have not been *stable* for a period of 2 months prior to the date of *departure*;
- d) You have a complicated pregnancy;
- e) You are or have within 2 months prior to date of *departure* have been under medical surveillance even though no diagnosis has yet been established.

The medical pre-approval only applies to the current trip. Prior to your next trip, you will need to apply for a new medical preapproval if you meet one of the criteria above.

1. Illness and Injury

The insurance does not include cover for illness and injury in the *country of residence*, irrespective of whether the insurance is expanded to include trips in the *country of residence*.

1.1 What is covered?

The insurance covers *reasonable and necessary costs*, if not otherwise stated, for:

1.1.A Emergency/Unforeseen Illness and Injury

- a) Treatment of *emergency/unforeseen illness and injury* during the journey;
- b) Admission to hospital, food and other associated hospital services;
- c) Medication prescribed by the treating physician;
- d) Ambulance or similar patient transport to the nearest suitable place of treatment;
- e) Transfer to the nearest suitable place of treatment if ERGO Forsikring deems such medical transport to be necessary and advisable as a result of lack of necessary treatment possibilities at the present place of treatment;
- f) Treatment and assistive devices prescribed by the treating physician for healing effect;
- g) Catching up with your original *fixed itinerary*, outside the borders of your *country of residence*, maximum economy class, if, because of acute illness or injury, you have not been able to follow your originally *fixed itinerary* due to *unforeseen illness or injury*;
- h) The insurance covers phone calls to ERGO Forsikring, newspapers, magazines, books and internet access at up to DKK 600 per week or part of week for hospitalisation lasting more than 24 hours. These expenses do not need to be documented.

Limitations/Exclusions

The treating physician at the *destination* must be licensed, qualified and impartial.
ERGO Forsikring reserves the right to arrange for your *repatriation* to your *country of residence* and/or to move you to another hospital, including transfer to another country for continued suitable treatment.

Precautions/Security directives

The insurance covers both private and public medical care.
The initial medical contact must be made during the trip.

Documentation in the event of a claim

- Medical record or certificate from the treating physician at the *destination*, which states the diagnosis, treatment and the costs;
- Receipts for expenses you have incurred.

1.1.B Pregnancy and childbirth

The insurance covers unexpected illness or complications for the mother and/or the unborn child arising out of pregnancy or birth, including treatment of a child born prematurely, i.e. before the 37th week of pregnancy (36+6), if the conditions for coverage are otherwise fulfilled.

1.1.C Treatment by psychologist or psychiatrist

Consultation with a psychologist or psychiatrist in your *country of residence* in cases where you have been admitted to hospital, or where you have been subject to rape, *assault*, robbery, or a traumatic experience in connection with *natural disasters, terrorism, war or war-like states, political unrest* or life-threatening *epidemic*. It is a condition that there is a prescription from your general practitioner or treating physician, or that the treatment is approved by ERGO Forsikring.

Maximum cover

The maximum amount is DKK 15,000 per insured, per claim.

1.1.D Local travel costs

The insurance covers *reasonable and necessary* expenses for local travel costs in connection with medical care and/or treatment. If you travel by private car we will reimburse up to the limit of *the official travel allowance* per kilometre.

1.1.E Expenses for food and accommodation

The insurance covers *additional reasonable and necessary costs* for food and accommodation in case:

- You can be treated as an *outpatient* instead of an inpatient;
- Your stay is prolonged beyond your period of travel due to hospitalisation or unforeseen illness or injury, so that you have to await *return, repatriation* or catching up you're your *fixed itinerary*.

Maximum cover

The maximum amount is DKK 2,000 per day per insured.

1.1.F Compensation in the case of sick leave

In the case of a minimum of 30 days of full sick leave, the insurance covers compensation of DKK 2,000 per month up to a maximum of 6 months. The sick leave must be attested by medical record, payments of sickness benefit, etc.

1.1.G Emergency dental treatment

The insurance covers *reasonable and necessary costs* for *urgent* and pain-relieving *dental treatment* at the *destination* which is necessary due to acute toothache.

Precautions/Security directives

It is a requirement that the treating dentist is licensed in the country where you are treated. Treatment following your *return* is conditional on approval by ERGO Forsikring's dentist.

Limitations/Exclusions

The insurance does not cover:

- a) Normal and routine dental care;
- b) Expenses incurred for the replacement, repair or changing of *dental prosthesis*;
- c) If prior to the trip your teeth were weakened by fillings, root canal treatment or disease in the teeth, the surrounding tissue or in the jaw, or if you have not followed a regime of regular dental care or have not completed treatment recommended by the *dentist* at ERGO Forsikring is entitled to deny coverage, entirely or in part.

Documentation in the event of a claim

- Dental record or certificate from the treating dentist at the *destination*, in which treatment and expenditure are stated;
- Receipts for expenses you have incurred.

1.1. H Dental injury

In the event of a *bodily injury* damaging your teeth during your *business trip* the insurance covers *reasonable and necessary costs* for dental treatment.

Injuries arising from chewing and biting are covered at up to DKK 10,000 per insured per journey.

Precautions/Security directives

The dental treatment must be initiated while still abroad. However, finalizing treatment may be completed in your country of residence if necessary.

It is a requirement that the treating *dentist* is licensed in the country where you are treated.

This is a one-off expense. The insurance does not cover renewed treatment that may be related to the same claim. In the event of dental treatment due to *bodily injury* where, according to the *dentist*, the treatment must be postponed; this can be

approved if the treatment starts within 3 years and has been concluded within 5 years from the time of the accident. If the treatment must be postponed due to the age of the insured, this can be carried out up to the time you reach 25 years of age.

Limitations/Exclusions

The insurance does not cover:

- a) Normal and routine dental care;
- b) If prior to the trip your teeth were weakened by fillings, root canal treatment or disease in the teeth, the surrounding tissue or in the jaw, or if you have not followed a regime of regular dental care or have not completed treatment recommended by the *dentist* at ERGO Forsikring is entitled to deny coverage, entirely or in part.

Documentation in the event of a claim

Dental record or certificate from the treating dentist at the *destination* and/or your dentist in your *country of residence*, stating treatment and expenditure, if ERGO Forsikring so requests.

1.1.I Physiotherapy and chiropractic treatment

It is required that the claim is covered under *emergency/unforeseen illness and injury*.

The insurance covers *reasonable and necessary costs* for treatment by a physiotherapist, chiropractor, occupational therapist, osteopath or acupuncturist without referral from a physician, if you have an urgent need for immediate pain relief during your trip.

Maximum amount

The maximum amount is DKK 10,000 per insured per trip.

Limitations/Exclusions

The insurance does not cover treatment when ERGO Forsikring has made the assessment that treatment can wait until after your *return*.

Precautions/Security directives

It is a requirement that all treatments are carried out by a certified therapist within each form of treatment. Specifically for acupuncture, the treatment is only covered if it is carried out by a physician or other therapist comparable to one approved in the Registered of Alternative Therapist ("Registret Alternativ Behandler", RAB) in Denmark.

Documentation in the event of a claim

- Medical record or certificate from the therapist at the *destination*, in which treatment and expenditure are stated.
- Receipts for expenses incurred by you.

1.1.J Medical malpractice

The insurance covers compensation for lasting disability directly resulting from documented medical malpractice when the treatment in question has been carried out by a qualified and licensed physician during admission to hospital or *outpatient* treatment.

It is a requirement that the claim is covered under "*Emergency/unforeseen illness and injury*" whereby a qualified and licensed physician at the destination carries out treatment that entitles you to compensation for *bodily injury* in accordance with the principles in Chapters 3 and 4 of the Danish Law on Access to Complaints and Compensation in the Health Service in force at any given time.

The liability for *damages* is determined in accordance with the principles in Chapters 3 and 4 of the Danish Law on Access to Complaints and Compensation in the Health Service in force at any given time and the amount of compensation is calculated in accordance with the Danish Law on Liability for *Damages* in force at any given time.

The compensation constitutes the difference between the actual disability suffered as a result of the erroneous medical treatment and the disability which would have resulted anyway following proper medical treatment.

Maximum compensation

The maximum compensation is DKK 1,000,000 per insured per trip.

Limitations/Exclusions

The insurance does not cover:

- a) Erroneous treatment carried out by healthcare professionals other than a qualified and licensed physician;
- b) Lasting incapacity resulting directly or that can be expected from an illness or injury;
- c) Cases in which you have given your consent for treatment, despite warnings from ERGO Forsikring that the treatment offered is not recognized as approved principles of treatment by ERGO Forsikring.

Documentation in the event of a claim:

- All relevant patient records, x-rays and scans, as well as information on medical history;
- Medical certificate from the physician treating you at the *destination* which specifies your diagnosis and treatment plan.;
- Documentation relating to the erroneous medical treatment from the physician treating you in your *country of residence*.

1.2 General Precautions/Security directives

- a) ERGO Forsikring or ERGO Alarm always has the right to *repatriate* you for treatment in your *country of residence* and/or transfer you to another hospital, if appropriate in another country, for suitable treatment.
- b) ERGO Forsikring only approves treatment which takes place according to methods with document efficacy and which is approved by the public health authorities in the country where treatment is carried out. It is a condition that it must be highly likely that the treatment can substantially cure the illness or injury, or can substantially improve your state of health after the illness or injury.
- c) Treating physicians, specialists, dentists and other healthcare professionals must be licensed in the country in which they practise, have the expertise and be impartial.
- d) All treatment at the *destination* must be prescribed by a treating physician/dentist locally or by ERGO Forsikring.
- e) The initial medical and dental contact must always take place on the *business trip*.
- f) Alcohol, narcotics, medication and other *intoxicants* should not be used in such a way that you expose yourself to the risk of injury.
- g) Medical contact and treatment must be attested by receipts, doctor's certificates or equivalent documents.
- h) If you do not follow the stated *Precautions/Security directives*, the compensation may be reduced or lapse entirely.

1.3 General limitations/Exclusions

The insurance does not cover:

- a) Injury and illness which, prior to the trip has displayed symptoms and / or has been diagnosed by a physician, physiotherapist or chiropractor, and is covered by sections a) to e) in "If you have, or have had, a medical condition";
- b) If you have not seen a physician or have refused or discontinued treatment for the condition, even though you should have known or suspected that the condition required treatment.;
- c) If further treatment has been abandoned or you have been refused treatment;
- d) If you have been signed up for, referred for or are on a waiting list for assessment/treatment;
- e) If you have neglected to turn up for a check-up within two (2) months prior to your date of departure and/or during the trip, you are given a check-up and treatment to keep an existing or chronic condition *stable* and well-regulated;
- f) Direct or indirect costs arising in connection with pregnancy or birth from the 37th week of pregnancy (37+0), medically foreseeable assistance during delivery and any complications thereof, for instance planned Caesarean section, labor induction, epidural, etc.
- g) Spa or recreational treatments;
- h) Hospital treatment and admission when ERGO Forsikring has made the assessment that the treatment can wait until you have returned to your *country of residence*;
- i) Scheduled surgery and treatments, other scheduled medical care and any complications thereof.
- j) Plastic surgery or cosmetic operations or the consequences thereof, unless it has been part of the treatment for a serious injury requiring urgent treatment and the treatment has been pre-approved by ERGO Forsikring;
- k) Continued treatment and hospitalisation, if you refuse *repatriation*, when ERGO Forsikring has decided that you should be repatriated;
- l) Costs arising because you have not followed the instructions of the treating physician or ERGO Forsikring;
- m) In case of *substitution, replacement or repair of prosthetic devices*, spectacles, contact lenses, hearing aids or other functional aids;

- n) If you have been advised not to commence the trip by a physician.
- o) Expenses for treatment arranged by yourself which would not have incurred if ERGO Forsikring had arranged for the treatment.

2. Crisis Setup

2.1 What the insurance covers

The insurance covers *reasonable and necessary* costs for professional crisis response counselling service.

2.1.A Crisis counselling for you as insured

The insurance covers you if you are admitted to hospital in connection with major *accidents*, have been subjected to rape, *assault*, robbery, or a traumatic experience in connection with *natural disasters*, *acts of terrorism*, war or war-like situations, *political unrest* or life-threatening *epidemics*.

Professional crisis counselling is made available by telephone during the *business trip*. In the case of major events, which involve several people, ERGO Forsikring can put the emergency management set up into effect at the scene of the accident, if ERGO Forsikring's medical advisor makes the assessment that the setup has to be put into effect.

2.1.B Crisis counselling for relatives

The insurance covers your *close relatives*, if you are admitted to hospital in connection with major *accidents*, have been subjected to rape, *assault* or robbery, or a traumatic experience in connection with *natural disasters*, *acts of terrorism*, war or war-like situations, *political unrest* or life-threatening *epidemics*.

The insurance covers expenses for professional crisis counselling by telephone for your *close relatives*.

If ERGO Forsikring assesses that face-to-face crisis intervention is required in connection with meeting you at the airport, etc., the insurance covers the *reasonable and necessary costs* for transport of your *close relatives* in their *country of residence*.

2.2 Limitations/Exclusions

The insurance does not cover:

- If you travel into an area after local authorities, the *Ministry of Foreign Affairs* or the health authorities in your *country of residence* have advised against all travel or has recommended immediate *return*;
- Crisis counselling following your *return* to your *country of residence*.

ERGO Forsikring may be restricted in or prevented from rendering assistance in the affected area, depending on the nature of the incident/disaster.

2.3 Precautions/Security directives

Expenses for “Crisis therapy for insured parties” and “Crisis counselling for relatives” must be pre-approved by ERGO Forsikring.

3. Repatriation

In order to be covered for “*Repatriation*” it is a requirement that the claim is covered under “*Emergency/Unforeseen illness and injury*”.

3.1 What the insurance covers

The insurance covers *additional reasonable and necessary costs* for:

- *Repatriation* to your place of residence or to a hospital in your *country of residence*.
Repatriation of the remains of the deceased, to an undertaker in the country of residence, including the costs of fulfilling any obligation required by law, e.g. embalming and zinc-lined coffin.
- Return of your ordinary luggage in the event you had to leave behind due to *repatriation*.

3.1.1 Maximum cover

The maximum amount is unlimited.

3.1.2 Limitations/Exclusions

ERGO Forsikring's medical advisor will assess, after contact with the treating physician, whether *repatriation* is medically necessary and safe. Based on the medical assessment of your condition ERGO Forsikring will determine suitable means of transport.

ERGO Forsikring, our assistance company's physicians or our medical advisors have the right to request your *return* to your *country of residence* for continued medical treatment.

3.1.3 The insurance does not cover

- a) *Repatriation* by air ambulance if ERGO Forsikring medical advisor assesses that transport can take place in another, medically safe manner;
- b) Transport arranged by you or others, if ERGO Forsikring's medical advisor assesses that this means of transport is not medically necessary and / or safe;
- c) *Repatriation* because of your worries about contamination risks.;
- d) Expenses for *repatriation* without prior approval from ERGO Forsikring or expenses which would not have incurred if ERGO Forsikring had arranged the transport.

3.1.4 Precautions/Security directives

ERGO Forsikring is not liable for delays or restrictions in connection with the transport due to weather, mechanical problems, restrictions or constraints by the authorities or from the pilot or other circumstances beyond ERGO Forsikring's ability to influence.

3.1.5 Documentation in the event of a claim

- Medical certificate, copy of medical record or other documentation for illness or injury from the treating physician or the hospital at the *destination*; information on diagnosis and treatment must be stated;
- Receipts for expenses incurred by you.

3.2 Funeral expenses at the destination

If you die the insurance covers *reasonable and necessary expenses* for cremation and / or burial at the location if your relatives so wish. The coverage is limited to the equivalent *reasonable and necessary cost* of returning your body to your *country of residence*.

3.2.1 Limitations/Exclusions

It is a requirement that the cause of death is covered under “*Emergency/Unforeseen illness and injury*”.

3.2.2 Documentation i the event of a claim

- Medical certificate, copy of medical record or other documentation for illness or injury from the treating physician or the hospital at the *destination*; information on diagnosis and treatment must be stated;
- Death certificate;
- Receipts for expenses incurred.

4. Escorting and summoning

In order to be covered it is a requirement that the claim is covered under *Emergency/unforeseen illness and injury* or *Repatriation*.

4.1 Escort

4.1.1 What the insurance covers

The insurance covers up to three persons either to be summoned or as an escort of your own choice who can accompany you in case:

- You are hospitalized due to *Emergency/unforeseen illness or injury*;
- You are affected by life-threatening illness/injury;
- Of your death;
- You have to be *repatriated*;
- You cannot follow the original *fixed itinerary*.

The insurance covers *reasonable and necessary additional costs* for:

- Transport up to the same standard as you, however not by air ambulance;
- *Homebound travel* of the person(s) escorting you to the latter's *country of residence* up to the standard of economy class when you have arrived at your residence or at the hospital in your *country of residence*;
- Accommodation, meals and local transport up to a daily limit of DKK 2,000 per escorting person
- Issuing or extension of visa for the escorting person(s).

4.2 Summoning

4.2.1 What the insurance covers

The insurance covers up to three persons either to be summoned or as an escort of your own choice in case:

- You are hospitalised for at least 3 days due to *Emergency/ unforeseen illness or injury*;
- You are admitted due to a life-threatening illness or have been the subject of a life-threatening injury;
- Of your death.

The insurance covers *reasonable and necessary additional costs* for:

- Outbound and homebound transport from the summoned person's place of residence out to your *destination*; if travel takes place by private car we will compensate up to the limit of the *official travel allowance* per kilometre.
- Accommodation, meals and local transport up to a daily limit of DKK 2,000 per escorting person(s).
- Expenditure on issuing or extension of visa for the summoned person(s).
- Travel insurance during the period of summoning.

4.3 Maximum compensation

The maximum compensation is unlimited unless otherwise specifically stated above.

4.4 Limitations/Exclusions

The insurance does not cover:

- a) Summoning if you are repatriated within 24 hours from the summoned person's departure from his/her place of residence;
- b) Summoning after you have been discharged from hospital;
- c) When, in the case of *repatriation*, you have arrived at your place of residence or to the treatment site in your *country of residence*.

4.5 Precautions/Security directives

Expenses for escort and summoning must be pre-approved by ERGO Forsikring.

4.6 Documentation in the event of a claim

- Doctor's certificate, copy of medical record or other documentation of illness or injury; information on diagnosis and treatment must be stated;
- Copy of original itinerary;
- Receipts for expenses incurred by you.

5. Personal accident - disability and death

Additional coverage and applies only if stated in your insurance policy.

5.1 What the insurance covers

- A.1 Disability due to accident
- A.2 Immediate compensation due to injury
- B. Loss of earning capacity
- C. Disability caused by tropical and eye diseases
- D. Transport between home and work
- E. Aids and devices
- F. Technical alterations of local environment
- G. Training and occupational rehabilitation
- H. Coma
- I. Loss of life
- J. Double compensation

A.1 Disability due to accident

- 1) You are entitled to compensation if a *bodily injury* causes permanent disability of at least 5 %. The degree of disability is assessed once your condition has stabilised meaning that your state of health is no longer expected to improve or change significantly. However, the degree of disability will, if possible, be determined no later than 3 years after the *bodily injury* occurred.
- 2) The degree of disability is assessed in accordance with The Permanent Injury Rating List of the Danish Labour Market Insurance without taking your profession into account.
- 3) Disfigurement is also regarded as *bodily injury*.
- 4) The disability compensation constitutes the percentage of the capital amount corresponding to the level of disability.
- 5) If you are not in agreement, with the degree of disability assessed by ERGO Forsikring, you have the opportunity to obtain a statement from Arbejdsmarkedets Erhvervssikring (AES). If the AES evaluates the degree of disability to be higher than assessed by ERGO Forsikring, then ERGO Forsikring will use the degree of disability concluded by AES for payment, and also refund the fee for AES

A.2 Immediate compensation due to injury

If a *bodily injury* causes a diagnosis listed in the table below you will be entitled to an immediate compensation corresponding to the percentage of the sum insured. The compensation is payable within 14 days after notification and necessary documentation have been received by ERGO Forsikring.

Diagnosis	Compensation (percentage of sum insured)
Lower extremities (foot, leg, hip)	
Fracture of ankle (malleolar fracture)	5
Fracture of heel bone (calcaneal fracture)	5
Fracture of tibia (leg fracture)	5
Fracture of tibia, including condyle, where the fracture extends into the knee joint (fracture of proximal part of leg or knee fracture)	5
Fracture of patella (patellar fracture)	5
Knee ligament injury (injury of anterior/posterior cruciate ligament)	5
Fracture of femur (femoral fracture)	5
Fracture of femoral neck including well-functioning artificial hip joint (fracture of head of femur)	5
Upper extremities (hand, arm, shoulder)	
Loss of all fingers on one hand	40
Loss of thumb including metacarpal bone	20
Loss of thumb	20
Loss of distal phalanx of thumb	10
Loss of half distal phalanx of thumb	5
Thumb with stiff distal joint	5
Thumb with stiff distal joint and basal joint	10
Loss of 2nd and 3rd fingers	10
Loss of distal and middle phalanges of 2nd finger	10
Loss of distal and middle phalanges of 3rd finger	5
Loss of distal phalanx of 2nd or 3rd finger	5
2nd, 3rd or 4th finger with stiff distal joint in extended position	5
2nd, 3rd or 4th finger with 90 degree extension defect in medial joint	5
Loss of 4th or 5th finger	5
Loss of distal and middle phalanges of 4th or 5th finger	5
Loss of hand	40
Fracture of wrist (Colles fracture or Smith fracture)	5
Fracture of forearm (antebrachial fracture)	5
Fracture of ulna at elbow joint (ulnar fracture)	5
Fracture of upper arm (humeral fracture)	5
Fracture of shoulder (proximal humerus fracture)	5
Loss of whole arm	40
Injuries to other parts of the body	
Fracture of vertebral body in the lumbar vertebra (lumbar spine fracture)	5
Fracture of vertebral bodies in spine – more than one lumbar vertebra (lumbar column fracture)	10
Injury to eyesight, leading to total loss of vision = less than 1/60 in best eye	50
Injury to eyesight, leading to total loss of vision in one eye	20

B. Loss of earning capacity

If a *bodily injury*, after your state of health has stabilised, has led to a permanent reduction in your ability to earn an income from work, you are entitled to additional compensation for loss of earning capacity.

Loss of earning capacity is assessed in accordance with Section 5 of the Danish Liability for Damages Act. If the loss of earning capacity is 15 % or higher, you are entitled to compensation of 25 % of the compensation for permanent disability as paid out under the Disability cover. The calculation does not take into account any possible deduction of compensation paid out pertaining to the cover Immediate Compensation.

If you are not in agreement, with the degree of disability assessed by ERGO Forsikring, you have the opportunity to obtain a statement from Arbejdsmarkedets Erhvervssikring (AES). If the AES evaluates the degree of disability to be higher than assessed by ERGO Forsikring, then ERGO Forsikring will use the degree of disability concluded by AES for payment, and also refund the fee for AES

C. Disability caused by tropical and eye diseases

- 1) The insurance covers disability arising as a consequence of a *tropical disease* or an eye disease occurring on a *business trip* outside your *country of residence*. Assessment of the degree of disability is subject to the same provisions as those applicable the Disability cover.
- 2) If the illness worsens continuously, the final compensation is fixed on the basis of the degree of permanent disability that was actually determined on the 3rd anniversary of the occurrence of the illness.
- 3) It is a condition for ERGO Forsikring's compensation liability that you have complied with the recommendations issued by WHO and/or Denmark's State Serums institut on vaccinations and medical prophylaxis, including medical malaria prophylaxis.

Maximum compensation

The sum insured per person, per claim for A.1, A.2, B and C is stated in the insurance policy under Disability

D. Transport between home and work

The insurance covers the employer's *reasonable and necessary additional costs* if, due to a *bodily injury* claim acknowledged by ERGO Forsikring, you are temporarily unable to use your regular means of transport between your residence and your workplace, and your employer has incurred expenses for your transport.

The insurance provides cover while you attend medical treatment for healing purposes, or until you are able to use your regular means of transport again. Your need for an alternative means of transport must be attested by medical documentation.

Maximum compensation

The maximum limit of coverage is DKK 10,000 per person per claim.

Limitations/Exclusions

Compensation is not payable for expenses that can be indemnified from other sources by law, other statutes, conventions or claims to indemnity.

E. Aids and devices

The insurance covers, for up to 3 years following a *bodily injury* claim acknowledged by ERGO Forsikring, costs on assistive devices which, based on a medical assessment, are necessary to mitigate the consequences of the *bodily injury*.

Maximum compensation:

DKK 50,000 per person per claim.

F. Technical alterations of local environment

The insurance covers *reasonable and necessary costs* for technical modifications of your workplace, your permanent private residence or your private car, if, due to a *bodily injury* claim acknowledged by ERGO Forsikring, you need strain-relieving measures to enable you to carry out your work.

Maximum compensation

DKK 60,000 per person per claim.

Limitations/Exclusions

It is a requirement for payment to be made that the degree of permanent disability is assessed to be at least 15 %. It is additionally a requirement that the expenses are pre-approved by ERGO Forsikring, and that payment thereof cannot be claimed from another party pursuant to law or liability for compensation, for example Labour Market Insurance or other form of social security.

G. Training and occupational rehabilitation

The insurance covers the *reasonable and necessary costs* for training and occupational rehabilitation incurred by you in case you, as a result of a *bodily injury*, have to undergo rehabilitation to enable you to carry out your work. Corresponding expenses on retraining are alternatively covered if you are unable to perform your previous work duties after the *bodily injury*.

Maximum compensation

DKK 60,000 per person per claim.

Limitations/Exclusions

It is a requirement for payment to be made that the degree of permanent disability is assessed to be at least 15 %. It is additionally a requirement that the expenses are pre-approved by ERGO Forsikring, and that payment thereof cannot be claimed from another party pursuant to law or liability for compensation, for example Labour Market Insurance or other form of social security.

H. Coma

If you are declared *comatose* as a result of a *bodily injury*, the insurance covers compensation at DKK 5,000 per week, for as long as you are in a *coma*.

Maximum compensation

The maximum compensation is DKK 100,000 per insured per claim event.

I. Loss of life

When a *bodily injury* directly leads to your death within 3 years after the occurrence of the accident, the sum insured set for loss of life will be paid.

If compensation has been paid out by ERGO Forsikring for Immediate Compensation, Loss of earning Capacity or Disability caused by *tropical* or eye disease, the compensation for loss of life will be deducted with the payment already made.

Maximum compensation

The sum insured is stated in the insurance policy under Loss of life.

J. Double compensation

In the case of a degree of permanent disability of 20 % or higher, the compensation under A.1,4 is doubled. This cover is optional and must be stated in the insurance policy.

5.2 Who will receive the compensation?

Compensation or reimbursement under Disability, Immediate Compensation, Loss of earning Capacity or Disability caused by *tropical* or eye disease is paid to you. It is a condition of payment that you are alive at the time when payment of compensation can be claimed.

In case of your death, the sum payable on loss of life is paid, unless otherwise notified to ERGO Forsikring, to your *next- of-kin*. If there are no persons defined as *next of kin*, the sum is paid to your legal inheritors in accordance with The Danish Inheritance Act.

Compensation under *Coma* is paid, unless otherwise notified to ERGO Forsikring, to your *next-of-kin*. If there are no persons defined as next of kin, the sum is paid to your legal inheritors in accordance with The Danish Inheritance Act. Compensation for Transport between home and work is paid to your employer.

Compensation for Aids and Devices, Technical alteration of local environment and training and occupational rehabilitation is paid to your employer. If you have incurred the expense, you receive the compensation.

5.3 Limitations/Exclusions

- a) A disability existing before the *bodily injury* took place cannot have the effect of the degree of permanent disability being set higher than if such pre-existing disability had not been present. Harm due to pre-existing disability is thus not included in compensation for permanent disability.
- b) The degree of permanent disability for loss of more than one limb/part of the body cannot in aggregate exceed 100 %.
- c) If compensation is paid for Immediate Compensation in connection with the same claim, this compensation is deducted from the final payment. No deduction will be done, though, for loss of arms or injury to *hands*, fingers or eyesight.
- d) The total compensation under Disability, Loss of earning capacity, Disability caused by *tropical* or eye disease and *Coma* can, for a single claim, not exceed the sum insured multiplied by two.
- e) For persons over the age of 65, compensation for Disability and Immediate Compensation is covered up to 50% of the sum insured specified in the policy.
- f) For persons under the age of 18 the sum insured in the event of Loss of Life is limited to DKK 50,000. The sum insured for Disability is automatically raised by the amount by which the sum insured for loss of life is reduced.
- g) For persons over the age of 75, compensation for Loss of Life is covered up to 50% of the sum insured specified in the policy.
- h) For claim events occurred during *scuba diving* or skiing, the compensation of permanent disability is not doubled at 20 % or higher, and compensation paid out under 5.A.2, Immediate Compensation, will be deducted in case of in loss of arms or injuries to *hands*, fingers or eyesight.
- i) Irrespective of whether higher sums insured have been taken out on one or more policies with ERGO Forsikring, ERGO Forsikring's obligation to pay compensation can never exceed DKK 15 million per person under Disability, Loss of earning Capacity, Disability caused by *tropical* or eye disease and *Coma* and DKK 10 million under Loss of life. **ERGO Forsikring's total liability per claim event cannot exceed DKK 350 million if several insured by the same policyholder including group and affiliated companies, are to be compensated for the same claim event even though the event is covered by one or more policies taken out by the same policyholder or group with ERGO Forsikring.**

5.4 The insurance does not cover:

- a) *Bodily injuries*, where no causal connection can be established between the accident and the injury;
- b) Any disease, including illness arising due to infection with viruses, bacteria, microorganisms and similar situations;
- c) If the permanent disability occurred as a consequence of illness and/or onset of latent predisposition to illness, even if the illness has occurred or has been aggravated as a result of the *bodily injury*.
- d) Consequences of medical treatment or other treatment, including treatment with medication, unless the treatment was necessary in connection with a bodily injury for which there is an entitlement to cover;
- e) Permanent disability sustained by your participation in a fight, scuffle and the like or your participation in criminal actions;
- f) *Bodily injury* as a result of wearing-down/attrition or excess strain, which cannot be characterised as a sudden injury;
- g) Permanent disability in the form of psychological consequences in cases where you have not been at in danger for sustaining a physical injury.
- h) Bodily injuries occurring in connection with childbirth, unless it is proven, that the accident definition of the insurance, in the event of an accident, can be considered fulfilled.

5.5 Labour Market Insurance

Upon demand by you, the degree of permanent disability will be finally determined by the Danish Labour Market Insurance ("Arbejdsmarkedets Erhvervssikring"). The costs of such arbitration will be shared equally between you and ERGO Forsikring.

If the degree of disability fixed by Danish Labour Market Insurance is higher than the one fixed by ERGO Forsikring, ERGO Forsikring shall pay the full fee to the Danish Labour Market Insurance. ERGO Forsikring is entitled to present a case to Danish Labour Market Insurance. If ERGO Forsikring demands the presentation, the company pays all expenses connected to the presentation.

5.6 Documentation in the event of a claim

- Information on name and address of treating physician/ hospital at the destination;
- Copy of doctor's report or medical record from the time of the *bodily injury*;
- Police report, in case one has been filed;
- Relevant medical and health-related information;
- Death certificate;

ERGO Forsikring is entitled to obtain information from hospitals, physicians, dentists or other therapists who have diagnosed or treated you.

In the event of loss of life ERGO Forsikring is entitled to demand an autopsy and receive the results of such autopsy.

6. Life insurance - permanent disability (Illness)

Additional coverage and applies only if stated in your insurance policy.

6.1 What the insurance covers

A Compensation for permanent disability in case of illness

- 1) If an illness which has arisen on the *business trip* has led to permanent disability of at least 5 %, the insurance entitles you to compensation. The degree of permanent disability is established when your state of health has stabilised, i.e. when your state of health is not expected to change substantially. The degree of disability is, however, established not later than 3 years after the illness has arisen.
- 2) The degree of permanent disability is established according to the medical degree of disability without taking your profession into account.
- 3) The compensation constitutes the percentage of the sum insured multiplied by two and is paid out as double compensation.

B Life – compensation in case of death

In the event of your demise, although not as a consequence of an accident or *bodily injury*, the sum insured set at the time of death is paid out.

Furthermore, the following cover applies to *business trips* within and outside the *country of residence*:

Cover in connection with business trips outside the country of residence:

If you are *repatriated* by ERGO Forsikring during a *business trip* abroad, the insurance covers compensation in case of your demise if you die as a direct consequence of the illness or complications of the illness that led to the *repatriation*, for up to 14 days after arrival to your country of residence.

Cover in connection with business trips within the country of residence:

If you are hospitalised due to an emergency during *business trips* in your *country of residence*, the insurance covers compensation in case of your demise if you die as a direct consequence of the illness or complications of the illness that led to the hospital admission, for up to 14 days after the time of admission. It is a condition that the *country of residence* is stated as geographical area of cover in the policy.

6.2 Maximum compensation

The sum insured per person, per claim is stated in the insurance policy.

6.3 Who will receive compensation?

- a) The compensation for permanent disability is paid out to you. It is a condition of payment that you are alive at the time when payment of compensation can be claimed.
- b) In case of your death, the sum payable on loss of life is paid, unless otherwise notified to ERGO Forsikring, to your *next-of-kin*. If there are no persons defined as *next of kin*, the sum is paid to your legal inheritors in accordance with The Danish Inheritance Act.

6.4 Precautions/Security directives

You must be under continuous treatment by a physician and follow the physician's instructions.

The term "arisen" in this cover entails that you can prove to a feasible degree that you have been infected or have had the first sign of symptoms on the *business trip*. If you have had first sign of symptoms before the *business trip*, and the illness is diagnosed during the *business trip*, the illness is not considered to have arisen on the *business trip*. Irrespective of whether more than one part of the body suffer a permanent disability, the combined degree of permanent disability cannot, on aggregate, exceed 100 %. An existing disability does not entitle you to any higher assessment of compensation than if such disability had not previously existed. No compensation will be paid in respect of a disability existing prior to the occurrence of the illness.

An existing disability does not entitle the insured to compensation.

6.5 Limitations/Exclusions

The insurance does not cover

- a) Compensation for loss of life for children below the age of 18;
- b) Persons who on the date of the event leading to the claim have reached the age of 65;
- c) Claims covered by Personal Accident

6.6 Documentation in the event of a claim

It is a condition for ERGO Forsikring's compensation liability that:

- The claim is notified to ERGO Forsikring as quickly as possible by filing a claims form; it is important for correct assessment of ERGO Forsikring's liability for cover that the event is accurately described in the notification of claim; if you have been under medical and/or hospital treatment, this must be stated in the notification of claim together with information on name and address of physician and/or hospital;
- Medical report or hospital record must be submitted to ERGO Forsikring as soon as you are in possession of these documents; you grant ERGO Forsikring the right to obtain information from hospitals, physicians, dentists or other therapists who have diagnosed or treated you.
- In the event of loss of life, your family grants ERGO Forsikring the right to have an autopsy carried out and to receive the result of such autopsy. ERGO Forsikring must additionally receive a copy of the death and probate certificate.

7. Missed departure or missed connection

Additional coverage and applies only if stated in your insurance policy.

7.1 Delay on the way to the place of departure or missed connection

7.1.1 What the insurance covers

The insurance covers the *reasonable and necessary additional costs* required to catch up with the original itinerary if, when embarking on the *business trip* or on route, you are delayed while travelling to the place of departure due to unforeseen events and therefore miss a scheduled, booked departure or connection with *public means transport*. The insurance provides cover for outward trips, round trips and homebound trips.

Additional costs can consist of a new ticket at maximum the same class of travel as the original journey, as well as accommodation, meals and local transport. Toiletries and clothing can also be covered if hotel accommodation is necessary and the luggage is in transit and cannot be handed out in connection with a change of flight.

7.1.2 Maximum compensation

- New ticket: *reasonable and necessary additional costs*.
- Up to DKK 2,000 in total per day per insured for *additional costs* for accommodation, meals, local transport, toiletries and clothing.

7.1.3 Limitations/Exclusions

The insurance does not cover:

- a) If the reason for arriving late for the departure/connection could have been anticipated or prevented;
- b) If the official minimum check-in or the *minimum connection time* stated by the carrier in the timetable, have not been observed.
- c) For costs that you are entitled to get from the transport company, the carrier or the trip organizer or from other sources, either by law, by statute, by convention or by claim for damages.
- d) When delay is due to bankruptcy of the common carrier
- e) In the event of strike, industrial action or lockout.

7.1.4 Precautions/Security directives

Compensation may be denied if weather and traffic conditions are not taken into consideration.

Ample transfer time should be allowed for change of flight or other change of means of transport. The transfer time should not be less than 2 hours. A shorter transfer time may result in the compensation being reduced or denied.

7.2 Delayed or cancelled mode of transport

7.2.1 What the insurance covers

If a *public means of transport* by which you intend to travel is delayed for more than 3 hours, cancelled or over-booked, the insurance covers *reasonable and necessary additional costs* for accommodation or equivalent, meals and local transport. Toiletries and clothing can also be covered if hotel accommodation is necessary and the luggage is in transit and cannot be handed out in connection with a change of flight. The insurance provides cover for outward trips, round trips and homebound trips.

Additional costs can comprise a new ticket at maximum the same class of travel as the original journey, accommodation, meals and local transport.

7.3 Maximum compensation

- New ticket: *reasonable and necessary additional costs*.
- Up to DKK 2,000 in total per day per insured for *additional costs* for accommodation, meals, local transport, toiletries and clothing.

7.4 Limitations/Exclusions

The insurance does not cover:

- a) If the official minimum check-in or the *minimum connection time* stated by the carrier in the timetable has not been observed;
- b) If, due to over-booking, you voluntarily give up your seat;
- c) For costs that you are entitled to get from the transport company, the carrier or the trip organizer or from other sources, either by law, by statute, by convention or by claim for damages.
- d) When delay is due to bankruptcy of the common carrier
- e) In the event of strike, industrial action or lockout.
- f) Schedule changes announced before you leave your residence or depart from your *destination* are not regarded as delay under these insurance conditions.

7.5 Documentation in the event of a claim

- Original, unused airline tickets, itinerary, documentary evidence of the delay/cancellation from an airline, etc.;
- Receipts for expenses incurred by you.

8. Luggage delay

Additional coverage and applies only if stated in your insurance policy.

8.1 What the insurance covers

The insurance covers *reasonable and necessary additional costs* for replacement purchases as for example clothing and toiletries if your checked-in luggage is delayed and does not arrive at your *destination* at the same time as you do.

8.2 Maximum compensation

- Outbound trip: the sum insured per person, per claim is stated in the insurance policy;
- Homebound trip: up to DKK 2,000 per person for *reasonable and necessary additional costs* for clothing and toiletries;

8.3 Precautions/Security directives

The replacement purchases must be made during the actual travel, in direct connection to the delay and before the luggage is returned to you.

Ample transfer time should be allowed for change of flight or other change of means of transport. The transfer time should not be less than *minimum connection time*.

A shorter transfer time may result in the compensation being reduced or denied.

8.4 Limitations/Exclusions

The insurance does not cover:

- a) For costs that you are entitled to get from the transport company, the carrier or the trip organizer or from other sources, either by law, by statute, by convention or by claim for damages.
- b) When delay is due to bankruptcy or intervention by authorities;
- c) If the luggage delay is due to a strike;
- d) Transport expenses incurred when collecting your luggage or making purchases.

8.5 Documentation in the event of a claim

- P.I.R. (Property Irregularity Report) from the airline;
- Receipts for your replacement purchases
- Itinerary

9. Road safety

Additional coverage and applies only if stated in your insurance policy.

9.1. What the insurance covers

The insurance applies to vehicles with a maximum total original weight of 3.5 tonnes. The vehicle must not be more than 10 years old, based on the date when it was first registered.

If the vehicle during the *business trip* suffers an unexpected breakdown, is involved in a collision, the vehicle runs/skids off the road or other events occur which make it impossible to continue the journey using the same vehicle, the insurance covers *reasonable and necessary expenses* for:

- Roadside assistance or towing of the vehicle to a workshop or other location if necessary due to the incident, at up to DKK 1,500 per claim,
- Rental vehicle up to DKK 1,000 per day for a maximum of 3 days, or
- Travel expenses for *public transport* to your residence or workplace up to DKK 2,000 per person per claim, maximum DKK 6,000 per group or
- Food and accommodation for up to 2 days at up to DKK 1,000 per day per person, maximum DKK 6,000 per day per group. It is a requirement that it is expected to take more than 12 hours to repair the vehicle, and that the incident occurred more than 80 km from your residence.

9.2 Maximum compensation

The maximum compensation is stated above.

9.3 Limitations/Exclusions

The insurance does not cover:

- a) Other costs than the actual rental costs when renting a vehicle, including but not limited to additional equipment, fuel, additional insurance, parking charges etc.;
- b) Damage occurring because you have clearly neglected to maintain and care for the vehicle;
- c) Damage occurring when you have deliberately acted in a way which is a felony under local legislation;
- d) Damage when applicable traffic law in the country/ area and/or law regarding driving under the influence has been violated.
- e) Events which are based on or involve competitions, car displays, off-road competitions or test-driving the vehicle;
- f) Damage where a breakdown is caused by you omitting to refuel the vehicle, or have failed to maintain the vehicle with oil or water.
- g) Damage to the interior of the vehicle;
- h) Expenses for which compensation has been or can be obtained from another party under current legislation, provisions, conventions, compensation for loss or damage or guarantee.

9.4 Documentation in the event of a claim

- Report from towing or recovery service
- Rental contract for car rental company
- Receipts for expenses incurred by you.

10. Luggage cover

Additional coverage and applies only if stated in your insurance policy.

10.1 What the insurance covers

- The insurance covers theft, *damage* and loss of your luggage. The *damage* must be due to sudden and unforeseen events.
- The insurance also covers *damage* to and loss and luggage which you have to leave behind as a result of evacuation covered according to section 13.1.

10.1.1 The insurance covers the following objects:

Professional and personal possessions for use during the *business trip*, which you take with you or buy on the *business trip*, including rented or borrowed objects, as well as gifts.

10.1.2 Cash, credit cards, travel documents and keys

- Cash is covered up to DKK 5,000 per person per claim, unless otherwise stated in the insurance policy.
- *Travel documents* are covered up to DKK 30,000 per person, per claim.

The insurance also covers verified *reasonable and necessary additional costs* which are directly related to a covered claim, for example expenses for:

- Cancelling debit cards or credit cards, or travel expenses incurred in connection with submitting a police report or similar, up to a total of DKK 5,000 per person per claim;
- New keys for a private vehicle and/or new keys and/or new locks in a private residence, up to DKK 10,000 DKK per person per claim. The insurance covers new locks, if documents or objects that can identify the home are lost together with the keys. The locks must be changed within a week of the incident.

10.2 Valuation and payment of compensation

The insurance covers the direct financial loss corresponding to the replacement price which applied prior to the insurance incident. This means the amount of compensation can be affected by the age, wear and tear, usefulness and modernity of the item.

The following are, for example, not considered to be direct financial loss:

- Sentimental value;
- Loss of earnings;
- Value of the work you yourself have invested in the production of photographs, films, recordings, computer programs, models and similar items, or the value of your own work and efforts in connection with a claim;
- Losses that may arise from the use of debit cards/credit cards, telephone/SIM cards or similar, cheques and use of accounts, irrespective of whether this can be deemed to have taken place lawfully or unlawfully.

In the specific situation ERGO Forsikring's decides whether the form of compensation is cash payment or a new, a used or a repaired object. ERGO Forsikring may also decide how any purchase or repair shall take place.

In case of *damage* to objects, these must not be thrown out without permission from ERGO Forsikring, or until the claim has been settled. The objects must be submitted, on demand, to ERGO Forsikring.

When compensation is paid for objects they become the property of ERGO Forsikring. If replaced objects are recovered, you must contact and return the refunded object to ERGO Forsikring or refund the amount of compensation that was received.

10.2.1 VALUATION TABLE

Deduction for age, calculated from the purchase date in % of the new price.
A single object is covered up to a maximum of 50 % of the sum insured.

Possession	1 year	2 years	3 years	4 years	5 years
Glasses	0 %	0 %	20 %	40 %	50 %
Bicycles	0 %	0 %	30 %	40 %	50 %
Tools, electronic instruments and measuring devices	0 %	20 %	30 %	40 %	50 %
Mobile phones/ Laptops/computers/tablets/GPS / accessories	0 %	30 %	50 %	60 %	80 %
Videos/video cameras -Cameras/accessories -Radios/ TVs/stereo systems	0 %	30 %	50 %	60 %	80 %
Clothes and similar items	0 %	0 %	20 %	40 %	50 %
Watches < DKK 5 000	0 %	0 %	20 %	40 %	50 %
Watches > DKK 5 000	Valued at market value				
Leather jackets/Furs over DKK 10,000	Valued at market value				
Gold/jewellery	Valued at market value, however up to max. 50 % of the sum insured				
Books/antiques	Valued at market value				
Photographs/videos/tapes/similar digital recordings/ manuscripts, drawings, etc.	Compensation is paid for the replacement cost of the raw materials				
Make-up/toiletries	Compensation of 50 % is paid if the packaging has been opened				

10.3 Maximum compensation

The sum insured per person, per claim is stated in the insurance policy, unlimited unless otherwise stated above.

10.4 Limitations/Exclusions

The insurance does not cover:

- a) Goods intended for sale or processing, sample collections, samples of merchandise, advertising gifts and articles, or similar;
- b) Stamps, coins and bank notes of value to collectors, manuscripts, drawings or valuable documents;
- c) Animals;
- d) Objects sent separately are not covered during transport or before they are collected by you;
- e) Motor vehicles, caravans, trailers, aircraft, parachutes, hang-gliders, yachts and motor boats or other similar conveyances. The insurance does not apply to parts or accessories for the above-mentioned vehicles and water crafts.

Compensation is not payable for:

- f) Superficial *damage*, such as scratches or similar *damage* that do not reduce the value of utility;
- g) Objects, money, *travel documents* and documents of value which are left behind, lost or mislaid, are handed over for transport or check-in or entrusted to the care of others, who are not under your supervision and control;
- h) Burglary, where there is no visible sign of forced entry;
- i) *Theft-prone property* and high value items left behind in a motor vehicle parked overnight (overnight parking comprises the hours between 22:00 and 06:00);
- j) *Damage, erroneous exchange* or loss of luggage during transport, claimed for without original P.I.R (Property Irregularity Report) issued by airline or handling company at the airport at the *destination* (can be collected for up to 7 days after return);
- k) Expenses that can be reimbursed by another party under law, other provisions, conventions, insurance or compensation claims;
- l) Property belonging to the *policyholder* is covered by this insurance only if compensation cannot be obtained through other insurance or contract.

10.5 Precautions/Security directives

In order to qualify for full compensation, you must handle your property with due care so that theft and *damage* can be prevented as far as possible, and you must be able to document your claims with receipts/documents demonstrating the value of the lost/*damaged* items. It is important to note that *theft-prone property*, delicate or *particularly valuable* requires special supervision.

Requirements concerning standards of care also mean that:

- Means of transportation or temporary residence should not be left unlocked, or with open windows. Temporary residence includes e.g. apartment, hotel room, passenger cabin, or similar.
- Money, *travel documents* and *theft-prone property* must be locked in a safe deposit box, suitcase, cabinet, drawer, or similar, when you leave your temporary residence;
- *Theft-prone property* must not be left unattended or kept in luggage that is checked in without being under your immediate control and supervision;
- *Particularly valuable property* must, wherever possible, be carried in hand luggage or be checked in separately subject to special precautions;
- Bottles or other liquid containers, except for cosmetics and toiletries, must not be placed in checked-in luggage;

Failure to meet these requirements to exercise standards of care may result in reduced or no compensation. The amount by which the compensation is reduced depends on the circumstances, amongst other things the degree of negligence and its significance to the claim and the value of the item of property.

10.6 Documentation in the event of a claim

- Police report from local authorities in the event of theft or loss;
- P.I.R. (Property Irregularity Report) from the airline, if your luggage has been swapped, *damaged* or lost while it was in the airline's custody; receipts, warranties or similar documenting the age and value of the property.
- Copy of your itinerary.

11. Curtailment

Additional coverage and applies only if stated in your insurance policy.

11.1 What the insurance covers

If you have to interrupt your stay and travel back to your *country of residence*, the insurance covers *reasonable and necessary additional costs* for:

A. Private curtailment

Return to your *country of residence*, if your *business trip* has to be interrupted due to:

- Serious *unforeseen illness or injury* resulting in hospitalisation or death in your *close relatives*;
- Serious damage *occurring in your place of residence* which requires your immediate attendance.

B. Business-related curtailment

Return to your *country of residence*, if your *business trip* has to be interrupted due to:

- Serious *unforeseen illness or injury* which results in hospitalisation or death among your *close colleagues* in your *country of residence*;
- Serious damage *occurring at the workplace* which requires your immediate attendance;
- A sudden and unforeseen event at the *destination*, which makes it impossible to carry out your business or makes the purpose of the *business trip* impossible.

11.2 Maximum cover

The insurance covers *reasonable and necessary additional costs* for:

- Transport to the *country of residence* at the same form/ class of transport as you have chosen on the original journey, maximum on commercial flights;
- Return/new outbound journey to the place where your trip was interrupted and subsequent *return* to your *country of residence* with the same form/class of transport as you have chosen on the original journey, maximum on commercial flights. The *return* journey must be undertaken not later than 14 days after your curtailment;
- If you travel by private car we will reimburse up to the limit of the *official travel allowance* per kilometre.

11.3 Limitations/Exclusions

The insurance does not cover:

- a) Costs if your *return* journey is less than 12 hours before your originally scheduled arrival time at which you were due to arrive home.
- b) In case the person causing the need for curtailment went on the same trip as you and had to be *repatriated*;
- c) Costs for *return journey* arranged by you yourself, which ERGO Forsikring would not have incurred if ERGO Forsikring had arranged the transport.

11.4 Precautions/Security directives

It is a condition that the criteria for curtailment are met at the time of *return* journey.

11.5 Documentation in the event of a claim

- Medical certificate, copy of medical record from treating physician or hospital in *country of residence*, or copy of death certificate;
- In the event of bankruptcy, fire, burglary, etc., a copy of the petition for bankruptcy, police report or damage report;
- Proof of travel or other documentation for the *destination*, duration and purpose of the journey;
- Receipts for expenses incurred by you.

12. Replacement employee

Additional coverage and applies only if stated in your insurance policy.

It is required that the claim is covered under Illness and injury or Curtailment. Cover for Curtailment must be taken out.

12.1 What the insurance covers

The insurance covers *reasonable and necessary costs*, if you have to interrupt the *business trip* and have to be replaced by another member of staff in cases where:

- You are unable to work because of *emergency/unforeseen illness, injury* or death;
- You are curtailed in accordance with the cover for Private Curtailment or Business-related Curtailment;

The insurance covers *reasonable and necessary costs* for:

- Transport from the replacement person's residence or workplace to your location and back again using the same means of transport as you, however to maximum economy class;
- If replacement person travels by private car we will reimburse up to the limit of the *official travel allowance* per kilometer.

12.1.2 Maximum cover

Transport: *reasonable and necessary costs*.

12.1.3 Limitations/Exclusions

The insurance does not cover expenses for a journey arranged by you yourself without approval from ERGO Forsikring, or expenses for travel which ERGO Forsikring would not have incurred if ERGO Forsikring had arranged the transport.

12.1.4 Documentation in the event of a claim

- Medical certificate, copy of medical record from treating physician or hospital in *country of residence*;
- Copy of death certificate;
- In the event of bankruptcy, fire, burglary, etc., a copy of the petition for bankruptcy, police report or damage report;
- Proof of travel or other documentation for the *destination*, duration and purpose of the journey;
- Receipts for expenses incurred by you.

12.2 Reimbursement of unused travel expenses

If a replacement person is not sent out and you are unable yourself to resume work at the location where the *business trip* was interrupted due to *Emergency/unforeseen illness or injury* or Curtailment, the insurance covers unused average travel expenses for the days of travel which could not be carried out.

Compensation is payable for average non-refundable travel expenses when you, due to *Emergency /unforeseen illness or injury* or *Repatriation*, could not work for at least two consecutive days at the place where the journey was interrupted.

The actual travel and accommodation costs are divided by the total number of days of travel to calculate the average daily travel rate.

12.2.1 Maximum cover

DKK 50,000 per claim.

12.2.3 Limitations/Exclusions

The insurance does not cover expenses for a journey arranged by you yourself without approval from ERGO Forsikring, or expenses for travel which ERGO Forsikring would not have incurred if ERGO Forsikring had arranged the transport.

13. Security Package

Additional coverage and applies only if stated in your insurance policy.

13.1 Evacuation

13.1.1 When does the insurance cover?

The insurance covers evacuation, which means when the authorities issue a decree or order that people must leave an entire area in the event of war, natural disasters or other life-threatening circumstances, and that urgent action is required to get to safety. Thus, it is only an evacuation when the Ministry of Foreign Affairs in your home country or other national or local authority at the destination in the affected area, confirms that evacuation is required.

13.1.2 What the insurance covers

The insurance covers *reasonable and necessary additional costs* for:

- Transportation to *nearest safe place or your country of residence* in the event that the *Ministry of Foreign Affairs* or other national or foreign authority initiates an evacuation of the area where you are currently staying because of *natural disaster, acts of terrorism*, outbreak of war or war-like situation, *political unrest* or imminent danger of life-threatening *epidemics*;
- In case of an act of *terrorism*, the insurance covers transport, maximum on economy class, if you are affected by an act of *terrorism* within a radius of 50 kilometers from your *destination*. It is a condition for coverage that the disruption of the journey takes place within 48 hours after the act of *terrorism*.
- *Additional costs* up to DKK 2,000 per insured per day for hotel accommodation, meals and local transport in connection with evacuation to your *country of residence* or to the nearest temporary safe place from the time an incident as described above makes *return trip* impossible and until *return* becomes possible again;
- Replacement purchases of clothing and toiletries are covered up to DKK 6,000 per person per trip, if you are evacuated without your luggage.

13.1.3 Maximum compensation

The insurance covers *reasonable and necessary costs*.

13.1.4 Limitations/Exclusions

The insurance does not cover:

- a) If it is not considered an evacuation as per definition in section 13.1.1.
- b) If you travel to or within areas where the local authorities/ the *Ministry of Foreign Affairs* in your *country of residence* or Health protection agency have issued a travel warning or have recommended that you leave the area/*return home*;
- c) If, in connection with danger of life-threatening *epidemics*, there is a known vaccine against the disease;
- d) In *active participation in war*, riots, demonstrations or similar;
- e) If you travel into an area which prior to your trip appears on the ERGO Forsikring war and risk list as a *war zone*; ERGO Forsikring's war zone list can be found under Travel Safety at erv.dk/risikoomraader.
- f) Expenses covered by travel agent, carrier and public authorities.
- g) Evacuation based on your concern or fear alone.
- h) Expenses for evacuation which ERGO Forsikring would not have incurred if ERGO Forsikring had been responsible for the evacuation.

13.1.5 Precautions/Security directives

Transport must take place at the first given opportunity.

ERGO Forsikring's possibility to send in assistance may in some cases be limited in areas which are affected by *natural disaster, acts of terrorism*, war or war-like states, *political unrest* and life-threatening *epidemics*.

Compensation is provided for additional expenses. This means for example, that you must have a pre-paid return ticket and/or pre-paid hotel or other accommodation reservation, which can not be used or refunded. Expenses for evacuation need pre-approval by ERGO Forsikring.

13.1.6 Documentation in the event of a claim

- Documentation for the incident that resulted in the evacuation.
- Travel documentation or other documentation showing the duration and the purpose of the trip.
- Documentation for pre-paid expenses.
- Documentation for reimbursement of pre-paid expenses (e.g. flight taxes or fees).
- Original receipts for expenses paid by you.

13.2 Extended stay due to detention

13.2.1 What the insurance covers

The insurance covers *reasonable and necessary additional costs* for *return trip*, accommodation and meals, if you by the authorities are forced to extend your *business trip* and are unable to *return* due to:

- *Natural disaster*
- Quarantine in *epidemics*;
- *Acts of terrorism*;
- Outbreaks of war or war-like states;
- *Political unrest*.

13.2.2 Maximum cover

DKK 50,000 per insured per trip.

13.2.3 Limitations/Exclusions

It is a requirement that the expenses are pre-approved by ERGO Forsikring.

13.2.4 Documentation in the event of a claim

- All information and documents which can shed light on the case;
- Receipts for expenses incurred by you.

13.3 Closed by order of public authority

13.3.1 What the insurance covers

The insurance covers *reasonable and necessary additional costs* if you, during a *business trip*, do not have access to your private belongings because your temporary place of residence has been sealed off by the authorities. The sealing-off may be a consequence for example of fire, *acts of terrorism* or equivalent serious incident.

13.3.2 Maximum cover

The insurance covers up to DKK 6,000 per person per trip for example for clothing, toiletries or other expenditure necessary for the purposes of the *business trip*.

13.3.3 Limitations/Exclusions

The sealing-off must last for a minimum of 3 hours and must be verifiable by confirmation from an authority sealing off or lawful representative of the place of temporary residence.

13.3.4 Documentation in the event of a claim

- Receipts for expenses incurred by you. Police notification or documentation from another public authority.
- Proof of travel or other documentation for the *destination*, duration and purpose of the trip.

13.4 Search and rescue

The insurance covers *reasonable and necessary costs* for police, civilian or military search and/or rescue, if you have been reported missing to the police or other public authority for at least 24 hours, have been seen alive within the last 5 days, and your temporary place of residence has been confirmed.

Costs are covered in the event that the local authorities demand payment or guarantee of payment before search or rescue operation is carried out.

Compensation is paid for search and rescue for up to 14 days after you have been reported missing and within a radius of 50 kilometres from the place where you were last seen.

13.4.1 Maximum compensation

The maximum amount is DKK 250,000 per insured per claim or up to DKK 500,000 per claim. If several persons are searched for as a group, the search expenses will be distributed equally between the number of persons insured by ERGO Forsikring. Necessary expenses under this cover means expenses for professional assistance, including divers, police, searching with dogs, helicopters or similar.

13.4.2 Limitations/Exclusions

The insurance does not cover:

- a) Search and rescue in connection with *kidnapping or hijacking*.
- b) Expenses covered by public authorities;
- c) Expenses ERGO Forsikring would not have had if ERGO Forsikring had arranged for the search and rescue.
- d) Charges to organisations/authorities which normally work on voluntary basis/free of charge on search and rescue operations.

13.4.3 Precautions/ Security directives

- Expenses for search and rescue must be pre-approved by ERGO Forsikring.
- Expenses for transport and hotels for family members are covered only if their participation is necessary and contributes to search, rescue or recovery. ERGO Forsikring assesses whether the participation is necessary.
- It is not regarded as a search if you have neglected to inform family members of your whereabouts and location, and your family wishes to get in contact with you, regardless of the reason for the wish for contact.
- ERGO Forsikring cooperates with the *Ministry of Foreign Affairs* and its international network, when deemed appropriate for the operation.

13.4.4 Documentation in the event of a claim

- Police report or equivalent documentation from an authority;
- Itinerary or other documentation of temporary residence;
- All information and documents which can shed light on the case;
- Receipts for expenses incurred.

13.5 Hostage compensation

13.5.1 What the insurance covers

The insurance provides cover in the event that you are *kidnapped* or subjected to *hijacking* during a *business trip*.

A Insured

- Daily compensation of DKK 2,500, up to DKK 250,000 per insured;
- Psychological debriefing and counselling following release at up to a total of DKK 50,000.

B Policyholder

- Expenses for advice and negotiation up to DKK 50,000;
- Transport expenses for one replacement person up to DKK 50,000;
- Salary compensation for the employee in the period of detention as well as a month extra up to DKK 250,000.

C Spouse, cohabiting partner, children, siblings and parents

- Regular updates from ERGO Forsikring and professional crisis counselling by phone up to DKK 50,000;
- Cover for transport, temporary stay, meals and loss of income at up to DKK 50,000 for travelling out to the country/area where you are being detained. This cover applies only in case you have been detained for at least 48 hours.

13.5.2 Maximum compensation

The maximum compensation is DKK 750,000 per claim event.

13.5.3 Repatriation and extension of the insurance

Necessary extra expenses for repatriation of the insured to the country of residence (including air ambulance if necessary), if the ERGO Forsikring's alarm center and its doctors deem repatriation necessary, and that the transport is arranged in accordance with the agreement with ERGO Forsikring.

Extension of the insurance period, in cases where the insurance period expires while the insured is being held hostage. The extension takes effect at the end of the current insurance period and lasts until the insured has returned to the country of residence - however, a maximum of 14 days after the insured has been released.

13.5.4 Limitations/Exclusions

The insurance does not cover ransom.

13.5.5 Precautions/Security directives

When the *kidnapping* is confirmed ERGO Forsikring or our alarm centre must be notified as quickly as possible. Travel by family members to the *destination* must be approved by ERGO Forsikring or our alarm centre.

If the *policyholder* does not follow the *Security directives*, the compensation may be reduced or denied.

13.5.6 Documentation in the event of a claim

Original documentation of expenses incurred.

14. Personal liability and legal expenses coverage

Additional coverage and applies only if stated in your insurance policy.

14.1 Private liability

14.1.1 What the insurance covers

The insurance covers the situation when you as a private individual become liable for compensation to a third party for personal injuries or damage to property under the statutory provisions on non-contractual liability in the country where the incident has occurred. The incident must have been caused by you during a *business trip*.

The insurance covers:

- a) Reasonable and customary costs incurred when determining liability and the extent of compensation.
- b) Amounts you become liable for, according to the applicable and statutory provisions on non-contractual liability, of the country where the incident/accident occurred;
- c) Damage to rented accommodation/hotel room and contents.

Expenses are paid upon approval and in consultation with ERGO Forsikring.

ERGO Forsikring's undertakings:

In case you may be held liable to pay compensation for damages under this cover, ERGO Forsikring has the right and obligation, on your behalf, to:

- Investigate whether you according to the legislation on your *destination* are liable for damages;
- Negotiate with the party claiming damages;
- Plead your case in court or arbitration proceedings.

You cannot with binding effect for ERGO Forsikring, wholly or partially, acknowledge liability in respect of the loss, *damage* or injury caused.

14.1.2 Maximum compensation

Personal injury: DKK 10,000,000 per insured, per claim;
Damage to property: DKK 10,000,000 per insured, per claim;

Regardless of whether one and the same claim event causes both personal injury and property damage, the maximum amount of compensation is DKK 15,000,000 per claim. If several injuries or damages occur at the same time this is considered to be one claim event if these have been caused by the same incident or event.

The maximum amount for which ERGO Forsikring can be liable to pay compensation for one claim event is DKK 18.000.000 totally if several insured by the same policyholder including group and affiliated companies are liable to pay damages and even though the event is covered by one or more policies taken out with ERGO Forsikring by the same policyholder or group.

If you are liable to pay damages for injury to a person domiciled in Denmark, the amount of compensation that will be paid from this insurance will be limited to a reasonable compensation for such personal injury in accordance with Danish law.

14.1.3 Limitations/Exclusions

The liability cover does not apply to:

- a) Claims arising out of incidental contracts (with the exception of section 14.1.1.c regarding rented accommodation/hotel room and contents);
- b) Claims arising in connection with your occupation or work;
- c) Pure economic loss, i.e. a loss occurred that have no connection to personal injury or damage to property;
- d) Loss, damage or injury for which you have assumed liability, which is over and above the statutory provisions governing non-contractual liability;

- e) Damage/injury that you have inflicted on a *close relative*;
- f) Loss of or damage to property that you have rented, leased, borrowed, manufactured, processed, repaired, stored or have temporarily had in your possession (with the exception of section 14.1.1.c on rented accommodation/hotel room and contents);
- g) Loss, damage or injury resulting from wear and tear, gross negligence or a deliberate malicious action;
- h) Loss, damage or injury caused by self-inflicted exposure to drugs or other intoxicants and self-inflicted intoxication from alcohol;
- i) Loss, damage or injury caused by animals;
- j) Claims arising as a consequence of you having transmitted disease to another person by infection or in a similar way;
- k) Loss or damage for which you may be held liable as the owner of property, or apartment, or as the owner of leasehold rights;
- l) Liability for damage caused while using motor vehicles, caravans, trailers or aircraft, paragliders, hang-gliders or other similar craft. The exclusion does not, however, apply to electric wheelchairs;
- m) Liability for damage caused while using marine craft more than 3 metres in length with sail or engine or marine craft less than 3 metres in length with engine power exceeding 3HP.
- n) Damages occurring in connection with you having wilfully committed a criminal act;
- o) Fines or similar demands imposed on you;
- p) *Random accidents*;
- q) Nuclear damage;
- r) Damage which is directly or indirectly due to, or the course of which is related to, war, war-like events, civil war or revolution;
- s) Expenses incurred because a ship or aircraft was required to alter its travel route due to your state of health;
- t) Damage you have caused to another person covered by this insurance.
- u) Costs and /or liability arising as a result of you not following the regulations of the airline.

14.1.4 Precautions/Security directives

Claims for which ERGO Forsikring may be liable to pay compensation must be reported to ERGO Forsikring without delay.

14.1.5 Obligation to provide information

You have an obligation to submit to ERGO Forsikring, without delay, relevant documents and other information that may be significant for the assessment of a claim. If you deliberately withhold or conceal any information which is of significance for the assessment of the claim, the insurance will cease to apply.

14.1.6 Obligation to take appropriate measures

You have a duty, to the best of your ability, to avert imminent damages or to endeavor to limit damages which have already occurred.

This means, amongst other things, that:

- You have an obligation to limit the effects of the incident that may entail liability to pay damages.
- You have a duty to cooperate to ensure that any right of recourse against a third party is preserved.

If you fail to comply with these provisions, this may entail a partial or total reduction in the amount of compensation.

14.1.7 Summons and legal counsel

If you are summoned to appear before a court or are advised that such summons is forthcoming, this must be reported to ERGO Forsikring immediately. If you fail to comply with these obligations, a court order regarding liability to pay compensation cannot be referred to ERGO Forsikring, nor will litigation or arbitration court costs be compensated.

14.1.8 Settlement out of court

If ERGO Forsikring so wishes, you are obliged to cooperate in negotiations to reach an out-of-court settlement with the injured party. If ERGO Forsikring has declared a preparedness to accept settlement out of court with the party demanding damages, ERGO Forsikring shall be discharged from any obligation to meet any subsequent expenses or claims or from obligations to carry out a further investigation.

If you, without ERGO Forsikring's prior consent, assume liability for damages, endorse claims for compensation, or pay compensation, ERGO Forsikring is free of all obligations.

14.1.9 Penalty interest

ERGO Forsikring will not pay any interest incurred because of delay by you to meet your obligation under the provisions of these insurance terms and conditions.

14.2 Legal expenses

14.2.1 What the insurance covers

The insurance applies to specific and ongoing legal disputes arising during your trip abroad which could be brought before a county court, or equivalent court / panel or which, after trial in such a court, can be tried by the courts of appeal of the Danish Supreme Court or equivalent court(s) abroad.

The insurance covers *reasonable and necessary costs* for:

- a) Your own and a counterparty's legal fees which you may be instructed to pay after dispute has been tried at one of the courts stated above.
- b) Legal costs that are incurred in the event of a settlement during legal proceedings, which you have undertaken to pay the opposite party, on the condition that it is evident that the court would have instructed you to pay legal costs amounting to a greater sum if the dispute had been tried.
- c) Expert reports.
- d) Unilaterally obtained specialist reports.
- e) Legal costs in disputes - both your own costs and such costs you may be instructed to pay after the dispute has been tried at one of the courts stated above).
- f) Travel expenses as a result of being summoned as a witness or for testimonial in a foreign court, if personal appearance is required.
- g) Costs of legal representation up to DKK 25,000 in connection with charges/indictments for a criminal offence. The expenses are covered up to and including the decision of the matter at a court of first instance. If you are found guilty of the offence by the court of first instance, the costs of legal representation are considered an interest-free loan, which is to be repaid to ERGO Forsikring on demand.

14.2.2 Maximum compensation

The maximum sum insured per person, per trip is stated in the policy.

There is an excess of 10 % of total claim costs, subject, however, to a minimum of DKK 2,500. There is no excess if the economic conditions for legal aid in the country in which the case is instituted are met. If an appeal is lodged, the excess applies to every instance.

14.2.3 Choice of representative

It is a requirement that you engage an appropriate legal representative taking into consideration your place of residence, the location where the dispute will be tried as well as nature and extend of the dispute. Any choice of foreign legal representative must be approved by ERGO Forsikring. Assessment is made based on the nature of the lawsuit and the *procedural risk*.

14.2.4 Limitations/Exclusions

The insurance does not cover:

- a) Civil-law disputes between you and the travel agency, trip organiser, transport provider or ERGO Forsikring;
- b) Legal disputes which are directly or indirectly related to the execution of your profession, including work placements matters;
- c) Family and inheritance matters;
- d) Criminal cases (with the exception of section 14.2.1.g);

- e) Damage for which you may be held liable as the owner, user or driver of motor vehicles, caravans, trailers, aircraft, paragliders, hang-gliders or similar craft;
- f) Actual compensation, fines or fine-like demands.

14.2.5 Documentation in the event of a claim:

- Notification to ERGO Forsikring, submitted by you or your attorney, as soon as the attorney has taken on the case, and before further steps are taken;
- Indication of and information on the counterparty;
- Allegation(s) made in the case;
- Brief presentation of the case specifying the allegation on which the case can be supported.
- Information on planned procedural steps of a cost demanding nature, or which exceptionally may have been initiated, including specification of the *procedural risk*;
- Any further information relevant to the case.

14.3 Bond/bail

Optional cover. Applies only if stated in the insurance policy.

14.3.1 What the insurance covers

The insurance covers if you are detained by public authorities:

- a) Bond/bail. For the purposes of this policy the term “is suing of bond/bail” shall be taken to mean payment which can permanently or temporarily secure your release or your possessions from detention/seizure effected by public authorities. The bond/bail is provided as an interest-free loan which shall be repaid to ERGO Forsikring immediately upon release of the amount deposited as bond/bail,
- b) Travelling expenses for a person chosen by you, maximum on economy class, to your *destination* and *return journey* to his/her residence if you are detained by public authorities for more than 48 hours.

14.3.2 Maximum Compensation

The sum insured per person, per trip is stated in the insurance policy. If travelling takes place by private car we will compensate up to the limit of the *official travel allowance* per kilometre to the extent that this does not exceed the expenses ERGO Forsikring would have incurred if ERGO Forsikring had made the transport/travel arrangements.

14.3.3 Limitations/Exclusions

The insurance does not cover:

- a) Legal problems between you or the *policyholder* and the travel agency, trip organiser or transport provider.
- b) Legal problems in connection with contractual, professional or employment matters;
- c) Legal problems in connection with family law and law on inheritance.
- d) Legal problems between you and ERGO Forsikring;
- e) Cases which have not arisen during the trip.
- f) Litigation concerning liability for use of motor vehicles, vessels or other means of conveyance;
- g) Actual indemnity, fines or damage-like demands.
- h) Disputes that can be brought before an approved consumer complaints board, in either Denmark or in the country, where you have been met with a claim.

14.3.4 Documentation in the event of a claim

It is a condition for ERGO Forsikring's compensation liability that you:

- Give ERGO Forsikring all information which can shed light on the case;
- Complete a claims form;
- Supply relevant documentation, including a written presentation of the case.

15. Personal Assault

Additional coverage and applies only if stated in your insurance policy.

15.1 What the insurance covers

Compensation is paid for personal injury that you in the capacity of a private individual suffers through *assault* or other intentional violence during a *business trip*.

Compensation equivalent to the amount that a wrongdoer, under Danish legal practice, would be sentenced to pay for a personal injury in accordance with the applicable Law on Liability for Damages if the personal injury had been sustained under similar circumstances in Denmark.

It is a condition for compensation to be paid that you are alive at the time of payment.

15.2 Maximum compensation

The maximum compensation is DKK 1,000,000 per insured per claim.

15.3 Limitations/Exclusions

Several injuries are considered as one claim if they arose on the same occasion.

The insurance does not cover:

- a) Compensation is not paid for injury you suffer when:
- b) You have subjected yourself to the risk of injury without due cause.
- c) You, linked to the personal injury, were guilty of a willful act that can result in fines or greater punishment under Danish law.
- d) You were injured by a *close relative* or another person covered by this insurance.
- e) The injury's occurrence or extent was directly or indirectly caused by or linked to war, warlike events, civil war, revolution, uprising or riots.
- f) If the damages/indemnification for costs is paid by another party, e.g. the perpetrator, or the state / municipality or if the damages/indemnification has been paid from another insurance/insurance company.
- g) Damage to property.

15.4 Precautions/Security directives

The compensation may be reduced or lapse entirely if you fail to follow the stated precautions.

If the injury leads to prosecution of the wrongdoer, you are obliged, at the request of ERGO Forsikring, to pursue the case for damages in court for which ERGO Forsikring shall pay the costs.

You must consult a physician or a hospital immediately after the *assault*, and a doctor's certificate must be issued.

15.5 Documentation in the event of a claim

- The police report for notification of the *assault*;
- Relevant medical and health-related information

16. Excess coverage – applicable to residents of the EU only

Additional coverage and applies only if stated in your insurance policy.

16.1. Home insurance

16.1.1 What the insurance covers

The insurance covers the excess for which you are liable in the event of indemnifiable damages under the terms of your Home insurance – when damages occur in your uninhabited permanent residence in your *country of residence* during your *business trip*. It is a condition that none of the persons living in the residence were home at the time when the damage occurred.

16.1.2. Maximum compensation

The maximum compensation is DKK 15,000 per claim.

16.1.3 Limitations/Exclusion

The claimed amount from the home insurance must exceed the excess amount for the insurance coverage. The claim must be approved and settled by your home insurance before compensation for the excess can be paid.

Excess cover for home insurance does not apply to:

- Loss of bonus;
- Wear and tear

16.1.4 Documentation in the event of a claim

- Copy of the claim settled by your home insurance, documenting that compensation has been paid and the excess deducted;
- If the incident has been notified to the police, a copy of the police report must be attached.

16.2. Car insurance

16.2.1 What the insurance covers

The insurance covers the excess if your private car or car belonging to your spouse, partner or registered partner at the same residential address as you, suffers indemnifiable damage during your *business trip*. If the car is not used for the purpose of your *business trip* it is a requirement that the car must have stayed parked and unused in your *country of residence*.

16.2.2 Maximum compensation

The maximum compensation is DKK 15,000 per claim.

16.2.3 Limitations/Exclusions

The indemnifiable damage must have met the terms and conditions of your motor insurance in order to be covered for the excess. The claimed amount must exceed the excess amount for the motor insurance coverage. The claim must be approved and settled by the motor insurance before compensation for the excess can be paid.

Excess coverage for motor insurance does not apply for:

- a) Damages covered under the motor vehicle's mechanical breakdown coverage or legal expenses coverage.
- b) Compensation relating to motor breakdown cover;
- c) Loss of bonus;
- d) Compensation for business interruption or rental car expenses;
- e) Wear and tear;
- f) Damage arising when travelling for a period longer than 30 days;
- g) Damage arising due to your violation of the local legislation/traffic law.

16.2.4 Documentation in the event of a claim

- Copy of the claim settlement from your comprehensive insurance, attesting that compensation has been paid and the excess has been deducted;
- If the incident has been notified to the police, a copy of the police report must be attached.

17. Excess elimination for hired vehicle

Additional coverage and applies only if stated in your insurance policy.

17.1 What the insurance covers

If your rented car, mobile home, boat, motorcycle, moped, snow mobile or bicycle is damaged during the *business trip* the insurance covers the excess you are liable to pay to the rental firm. If the cost for repair is lower than the excess the insurance instead covers those repair costs.

17.2 Maximum Compensation

The maximum compensation is DKK 25,000 per claim.

17.3 Limitations/Exclusions

The claim must be approved and settled by the rental firm's insurance before compensation for the excess can be paid. The insurance does not apply if you have not taken out full comprehensive insurance for the rental vehicle, boat, motorcycle, moped or snowmobile.

17.4 Documentation in the event of a claim

- Copy of rental agreement;
- Receipt for payment of access.

18. Cancellation

Additional coverage and applies only if stated in your insurance policy.

18.1 When the insurance applies

The insurance applies from the time of booking of the *trip/ event*, but never prior to when this optional cover for cancellation was taken out.

The cover ceases when the *trip* or the *event* has started. The *trip* has started when you have passed security control at the airport or boarded the bus, train or ferry. When you are travelling by own car, the *trip* has started from you cross the border of your *country of residence*. For insurance of accommodation costs only, the *trip* has started when you have completed check in at the place of accommodation. The *event* has started when you have passed ticket inspection.

18.2 What the insurance covers

The insurance covers *trips/events* bought on the *policyholder's* account and where the intended *trip* is a *business trip*.

The insurance covers your share of the cancellation costs which may be charged according to rules on cancellation of the provider(s) of the *trip* or *event*, if you are prevented from going on a *trip/attending an event* or if the purpose of the *trip* cannot be fulfilled due to:

- a) *Emergency/unforeseen illness* and accident or death affecting you, a *close relative*, a *close colleague* or someone you were to visit;
- b) Unexpected illness or complications for the mother and/or the unborn child arising out of pregnancy or birth, if the conditions for coverage are otherwise fulfilled.
- c) Unofficial walk-outs by employees in your own company within 2 weeks prior to departure;
- d) Fire, flood, burglary or storm *damage* in or to your private home or your own company within 2 weeks prior to your departure;
- e) Fraudulent activity in your own company or the company in which you are employed, within 2 weeks prior to departure, if your immediate presence is necessary;
- f) If you, on medical grounds, are unable to get a vaccination that is being introduced during the period of insurance and which is a requirement for travel to the country you are to travel to.
- g) If you are pregnant and cannot get a vaccine due to the risk it poses to the health of the foetus. It is a condition that you were not pregnant when you purchased the *trip*.
- h) The *Ministry of Foreign Affairs* is advising against all travel to the *destination*.

18.3 Maximum compensation

The maximum compensation per person, per trip is stated in the insurance policy.

18.4 Limitations/Exclusions

You will not receive compensation:

- a) If the cause of cancellation was known when you booked the *trip/event*.
- b) If compensation can be claimed from another party under the travel terms, statutory provisions, conventions or travel guarantee;
- c) If compensation has been paid from other insurance;
- d) For airport taxes, if these are refundable by the travel agency/airline;
- e) For *trips* or *events* cancelled by the organiser;
- f) For expenses related to doctors' certificates, medical records, etc.
- g) If the reason for the cancellation is due to a preexisting medical condition that has displayed symptoms and/or has been treated less than two months prior to the time of purchase of the insurance.
- h) If the reason for the cancellation is pregnancy or birth from the 37th week of pregnancy (37+0) .
- i) If your physician has advised against booking the *trip/event* at the time of booking thereof;

- j) In the event of bankruptcy or intervention by authorities;
- k) If the reason for the cancellation is that actions essential for the *trip/event* have not been taken, e.g. passport, visa, vaccinations or similar.
- l) In the case of events broken out or for which notice has been given prior to the insurance being taken out.

18.5 Documentation in the event of a claim

- Proof of travel, airline tickets, event tickets or other documentation of the price and purpose of the *trip/event*;
- In the case of death, *unforeseen illness or injury* or pregnancy: not later than the scheduled day of departure, the treating physician must fill in a doctor's certificate which states a diagnosis and when the symptoms of the illness or injury arose.
- Unofficial walk-outs by employees: Documentary proof of such a walk-out.
- Fire, flood etc.: police report or claim report.

General terms

The insurance does not cover costs which – irrespective of the insured's state of mind or sanity– relate to, are caused by or have arisen as a direct or indirect consequence of:

- a) A criminal offence committed by the insured or the latter's beneficiary under a will or legitimate heir;
- b) Wilful or grossly negligent actions or omissions on the part of the insured;
- c) Illnesses and ailments which have arisen prior to entry into effect of the insurance, and any consequences of such illnesses and medical conditions;
- d) Dental conditions which have not arisen acutely on a trip, and where dental treatment is not temporary and pain-relieving and can await the insured's return;
- e) *Medical travel*
- f) Any form of fertility treatment, including hormone treatment, insemination or other related treatment;
- g) Cosmetic surgery and treatment unless in case surgery/treatment is medically necessary and is approved by ERGO Forsikring;)
- h) Obesity and/or diabetes surgeries;
- i) Contraception, including sterilisation and treatment of sexual dysfunction;
- j) Any kind of experimental care, treatment by herbalists or homoeopaths and with herbal and homoeopathic medication other alternative forms of treatment and care not forming part of the medical or surgical treatment;
- k) Treatment performed by the insured himself or herself, the spouse, parents or children of the insured, or a company belonging to one of the parties mentioned;
- l) Expenses due to illness in case of *epidemics* taken under public care;
- m) The insured opposing or failing to follow instructions issued by ERGO Forsikring's medical adviser and/or the treating physician;
- n) The insured not wishing to accept medical transport or *repatriation*;
- o) Abuse of alcohol, narcotics or medication, involvement in fights, self-inflicted effects of narcotics or other *intoxicants*;
- p) Self-inflicted *bodily injury*, suicide and attempted suicide;
- q) Injuries which have directly or indirectly arisen as a consequence of active *participation in war*, invasion, hostile attack, civil unrest, civil war, *acts of terrorism*, riots, revolution, rebellion, military or other takeover of power, military states of emergency and military operations on land, on water and in the air (irrespective of whether war is declared or not);
- r) Injuries occurring in countries or areas listed on ERGO Forsikring's *war zone list*;
- s) Indirect losses;
- t) Strikes, lock-outs, arrest, confiscation or other measures taken by public authorities unless otherwise stated under the individual cover;
- u) Atomic nuclei reactions or radioactive fallout, release of atomic energy or radioactive forces or radiation from radioactive fuel or waste as well as employees at nuclear facilities/power plants while carrying out their work assignment
- v) In cases where the insured opposes or does not follow instructions issued by ERGO Forsikring;
- w) *Motor racing*;
- x) *Extreme sports, mountaineering or rock-climbing*;
- aa) *Professional sport* and training for the same
- bb) Participation in *scientific expeditions*;
- cc) Injuries that were to be anticipated prior to departure; Injuries sustained during a flight unless the insured is a passenger on board a nationally registered aircraft; Being a passenger means the insured not having or not performing a function or task connected with the flight.

In addition, the insurance does not provide cover where the activity is in direct contravention of applicable specific or general trade restrictions, including economic or financial restrictions and additional sanctions or embargoes imposed by the EU, the United States or Denmark unless the aforementioned measures are adopted in contravention of applicable EU legislation or Danish rules of law.

Furthermore, international sanctions may create obstacles for the insurance provider regarding delivery of the insurance services, including but not limited to, reimbursement of expenses the claimant, and providing assistance may be hindered or become impossible. The insurance provider or any of its partners will in those situations offer the best suitable solution for the parties, taking the circumstances into consideration.

The insurance contract

The insurance cover is subject to the insurance policy, these insurance terms and conditions and the currently applicable Danish Insurance Contracts Act to the extent that the provisions of the Act have not been deviated from.

The scope and cover of the insurance and the premium amounts are stated in the insurance policy.

In the event of discrepancies between these insurance terms and conditions and the insurance policy, the policy will take precedence over the insurance terms and conditions.

Premium

The premium is in principle based on the selected cover and sums insured specified in the policy and the number of days of travel of the insured. Days of travel are counted in whole days. Both the day of departure and the day of return are counted in as a day of travel.

Days of travel must in principle be reported through www.bti.dk.

ERGO Forsikring reserves the right to request documentation for reported days of travel. If no reporting takes place or reporting takes place after the deadline notified by ERGO Forsikring has passed, the number of days of travel for the previous insurance year and next insurance year will be raised by 25 %.

Collection of premium

When collecting the premium, the non-life insurance premium tax (IPT) is calculated and added to the premium in accordance with the applicable law on tax for non-life insurance policies or any other fees payable to the government.

The premium must be paid in accordance with the payment information and deadlines stated on the invoice. The premium will be collected by giro or via bank transfer. The *policyholder* bears the costs of the premium collection.

The first premium is due for payment no later than the date on which the policy comes into effect. The first invoice states when cover will lapse if the first premium is not paid on time.

Subsequent premium will be due on the specified due payment date. If the premium has not been paid, ERGO Forsikring will send a reminder to the billing address informed to ERGO Forsikring. The reminder will be sent no earlier than 14 days after the due date to the specified billing address and will inform on the consequences of late payment. If the billing address is changed, ERGO Forsikring must be informed immediately.

If the premium is not paid on time, ERGO Forsikring may suspend payment of compensation

Duration and renewal of the insurance contract

The insurance is taken out for a period of 1 year and remains in force until it is renewed or amended with at least one month's notice to the renewal date by either ERGO Forsikring or the *policyholder*. Termination or amendment must take place in writing.

Termination and cancellation of the insurance

In the event of changes in legislation, changed interpretation or adjustment of legislation which result in ERGO Forsikring no longer being able to offer the insurance, ERGO Forsikring reserves the right to terminate the policy with a 6 months' notice. The insurance cover ceases automatically if the insured is no longer working with one of the companies mentioned in the agreement entered into by the *policyholder* and ERGO Forsikring or on the policy.

In the wake of any reported claim both ERGO Forsikring and the *policyholder* may, from the time the claim is made and until 14 days after it has been paid or rejected, cancel the policy with 14 days' notice insofar as the insured is concerned. Termination following a notified claim with 14 days' notice does not give either the *policyholder* or ERGO Forsikring the right to terminate the combined portfolio, but merely to terminate the claimant employee.

Changes to premiums and conditions

ERGO Forsikring may alter the premium tariff and/or these insurance conditions with effect from the following renewal date with one month's notice to the renewal date.

If the *policyholder* does not approve the changes of which notice is given, ERGO Forsikring must be notified within 14 days from the time when notification of these changes is received, and the insurance will then cease at the renewal date.

Index adjustment

All premiums for individual cover are index-adjusted annually at the date of renewal.

The following total sums insured are index-adjusted annually at the date of renewal:

- Personal Accident;
- Life Insurance;
- Luggage.

Index adjustment does not apply to Assault. The Personal Accident cover can be taken out without index adjustment.

The index adjustment is based on the consumer price index published by Denmark's Central Bureau of Statistics for the month of June. The base point for adjustment is the consumer price index for September 2002.

ERGO Forsikring is entitled, without notification, to carry out the index adjustment based on another index insofar as this change is carried out for all insurances of the same kind or if publication of the consumer price index is discontinued or if the basis on which it is calculated is altered, to stipulate new rules for future index adjustment.

Fees

ERGO Forsikring can impose and change fees for services provided and collection of charges to the extent that such changes are required to ensure that ERGO Forsikring's actual costs are covered. General increases and new fees are published on ERGO Forsikring's website and will not be implemented until one month after they have been published on the website.

Administration

The *policyholder* is obliged to state a contact-person, who among other things takes care of premium payments as well as distribution of any information from ERGO Forsikring, for instance regarding foreign units and employees not residing in Denmark.

In instances where the *policyholder* permits a third party to act as administrator, information stated by third party will be regarded as information stated by the *policyholder*.

The *policyholder* is obliged to assure that ERGO Forsikring only receives information which the policy holder has permission to share.

Inaccurate or false information

It is important that the information, including health information, given to ERGO Forsikring is precise and correct. If information is concealed or incorrect answers are given to questions that could have an impact on ERGO Forsikring's assessment of a claim, compensation may be reduced or lapse entirely.

Should the *policyholder* or the insured have at any point, including but not limited to the time when the insurance was first taken out, amended original documents, given false information or failed to disclose a fact which must be presumed to be of significance to ERGO Forsikring, the policy is null and void. In such cases ERGO Forsikring cannot be held liable in the event that ERGO Forsikring would not have accepted the insurance if the information has been submitted on time.

If ERGO Forsikring would have accepted the insurance, but on different terms, ERGO Forsikring is liable to the extent to which ERGO Forsikring would have committed itself at the agreed premium.

Complaints

If you are not satisfied with the service or decision made, please contact the employee who has handled your case.

If you are still not satisfied with our service or decision, you may send a complaint in writing to the Customer Embassy, which is our responsible unit for handling of complaints:

ERGO Forsikring

DK-Frederiksberg Allé 3
DK-1790 Copenhagen V
FAO: Customer Embassy
E-mail: kundeambassaden@erv.dk

If you are not satisfied with our handling of your complaint, you can approach the following authority outside ERGO Forsikring:

Ankenævnet for Forsikring

(The Insurance Complaints Board)

Anker Heegaards Gade 2,
1 DK-1572 Copenhagen V
Telephone: (+45) 33 15 89 00 (between 10 AM and 1 PM)

The complaint must be submitted on a special complaints form, which you can obtain from:

- ERGO Forsikring
- Ankenævnet for Forsikring (The Insurance Complaints Board) or,
- Insurance & Pension Denmark
Philip Heymans Allé 1
DK-2900 Hellerup
Phone: 41 91 91 91 (Between 10 AM and 1 PM)

You will be charged a fee when submitting the complaint form, which is repaid if:

- Your complaint is upheld in part or in full;
- The complaint cannot be dealt with;
- You yourself revoke the complaint.

Personal data processing and disclosure of information

We will only use your personal data for legitimate legal insurance related purposes and only retain your data for the duration required by our operational purposes and applicable law. ERGO Forsikring will only disclose your personal data to third parties when it has a legal purpose, for example, when it is needed to fulfil our agreement with you. You also have the right to request, in writing and without cost, information from us about the information we have on you and how it is used. You can also notify ERGO Forsikring in writing if you do not want your personal data to be processed for purposes that concern direct marketing. You have the right to ask us to delete the personal data. Please note that in some cases when you make such a request of personal data, we may not be able to honour your request as this may result in us not being able to fulfil our legal obligations or if there is a minimum statutory period of time for which we have to keep your personal data. If this is the case then we will let you know our reasons.

For more information visit www.erv.dk

The address is:

ERGO Forsikring
Customer Embassy
Frederiksberg Allé 3
DK-1790 København V.
Denmark

Requests for correction of personal ID numbers can be made to the same address.

In the event of a claim, ERGO Forsikring is entitled to disclose the information received from the insured and/or *policyholder* to ERGO Forsikring's international network, including our central control unit and service offices. Furthermore, ERGO Forsikring can request to seek information on your state of health and treatment from the physicians and hospitals that have treated you. ERGO Forsikring may request that you sign a so-called "medical release" giving ERGO Forsikring the right to request medical information.

Our at all times updated data protection policy is available on our web site. Please click [here](#) to read the data protection policy.

Dual Insurance

The insurance does not cover costs or pay out compensation for claims which have already been covered by another insurance company or credit card. Each company is, however, liable towards the insured and/or *policyholder* as if that company alone was liable to pay compensation but with a right of recourse and division of the liability between the insurance companies in proportion to the respective liability amounts.

Dual insurance does not apply to the covers Life Insurance and Personal Accident.

In case of a claim the insured and/or *policyholder* is obliged to inform whether insurance is taken out with another company and whether the insured and/or *policyholder* holds a debit or credit card with insurance cover.

Other insurance

If, at the time that loss or damage insured by this certificate occurs, the Insured has any other insurance against such loss or damage or any part thereof, the underwriter shall be liable under this insurance for its proportionate share of loss or damage only.

Public cover

ERGO Forsikring is not obliged to cover expenses which are already wholly or partially covered by any scheme, programme or similar funded by any government.

Duty of co-operation

The *policyholder* and the insured are obliged to cooperate with ERGO Forsikring, including notifying ERGO Forsikring immediately if compensation can be claimed from another party or if legal steps are to be taken towards a third party and to take the steps necessary to claim compensation from another party and take account of the interests of ERGO Forsikring.

Right to transfer

In case of a partial or complete transfer of the insurance portfolio, ERGO Forsikring is entitled to let the company which takes over the portfolio succeed to ERGO Forsikring's rights and duties in full. Such succession may thus take effect without acceptance.

Transfer of rights and compensation claims

No person may pledge or assign his/her rights under this policy without ERGO Forsikring's prior written consent.

Recovery of compensation

To the extent that the insured and/or *policyholder* has received compensation in connection with this insurance, ERGO Forsikring is fully and completely subrogated to all the insured's/*policyholder's* To the extent that the insured and/or *policyholder* has received compensation in connection with this insurance, ERGO Forsikring is fully and completely subrogated to all the insured's/*policyholder's* rights towards third parties. Third parties are defined as companies and public authorities, both domestic and foreign, who are, or can be made, liable to pay compensation or a contribution in connection with any case regarding a claim under this insurance.

Rights of subrogation

Underwriter shall be fully and completely subrogated to the rights of the Insured against parties who may be liable to provide an indemnity or make a contribution with respect to any matter which is the subject of a claim under this certificate. Underwriter may at its own expense take over Insured's rights against third parties to the extent of its payments made. Insured shall co-operate with the underwriter and provide such information and documentation as reasonably required by underwriter in order to collect and enforce its rights of subrogation. Underwriter may institute any proceedings at its own expense against such third parties in the name of the Insured.

Applicable law and legal venue/jurisdiction

The Danish Insurance Contracts Act applies to this insurance agreement and terms and conditions, if not specifically stated otherwise.

Any disputes arising from or relating to the insurance agreement shall be governed by Danish law and settled by the City Court ("Byretten") of Copenhagen, Denmark as court of first instance.

Definitions

Active participation in war: Persons who are deployed by military authorities, including on peace-keeping missions, are regarded as active participants in war. Persons who directly or indirectly take part in military operations or war-like operations are regarded as active participants in war, irrespective of whether they wear a uniform. Anyone who delivers, transports or in some other way handles equipment, instruments, vehicles, weapons or other materiel intended for use in war by a party involved in hostile operations is regarded as an active participant in war. Persons who are sent out on a humanitarian mission are not regarded as being active participants in war.

Acts of Terrorism: An act, including, but not limited to, violence or threat of the use of violence, caused by one or more persons, irrespective of whether they act on their own or in connection with one or more organisations and/or authorities, committed with a political, religious, ideological or ethnic purpose or reasoning, including those acts committed with the aim of influencing a government and/or of spreading fear among the public or sections of the public. In order to characterize the action as terrorism, it is required that the action is suitable for influencing a government and/or spreading fear among the public or sections hereof.

Additional costs: Expenses incurred by the insured exclusively as a consequence of a claim entitled to be covered. If the expenses would have incurred irrespective of the occurrence of the claim, they will not be regarded as additional costs.

Assault: Demonstrable personal injury inflicted by an intentional, criminal act.

Bodily injury: A sudden event which causes personal injury.

Business trip: Trips or assignments undertaken outside the usual workplace, where travel takes place for the *policyholder*, in the interests of the latter and at the latter's expense.

Chewing injury: Dental injury occurring in eating or chewing.

Close colleague: The insurer's immediate superior (the person to whom the insured refers) and the persons who report directly to the insured.

Close relative: Spouse, *cohabiting partner*, registered partner, children, stepchildren, foster children, siblings, step-siblings, foster siblings, parents, parents-in-law, step-parents, foster parents, grandparents, grandchildren, children-in-law, brother-in-law and sister-in-law. The parents and siblings of *cohabiting partners* in these terms and conditions, parents-in-law, brother-in-law and sister-in-law. The insured must be living with or have lived with stepchildren, step-siblings and step-parents in family-like circumstances. Foster children or foster siblings must have the same registered address as the insured, and the insured must be approved by local authorities as the guardian of the foster child.

Cohabiting partner: A person with whom the insured cohabits under marriage-like conditions and who is registered as being resident at the same address. A requirement for classification of partner is that neither party is married to, nor is the registered partner of, any person other than the person with whom the insured cohabits.

Coma/comatose: Unconsciousness continuing for more than one week.

Country of residence: The country in which the insured has permanent residence.

Damage: Damage occurring as a consequence of an external impact on the object, leading a substantial reduction in its function. It is a condition that both the cause of damage and the harmful effect have been sudden and have occurred at the same time.

Destination: The final destination for the trip concerned. **Emergency/unforeseen illness or injury:** Sudden new illness and injury refers to a sudden and acute deterioration in a person's state of health.

Epidemics: Rapid and uncontrollable spread of an infectious disease to a large number of people within a particular area and within a short period of time.

Erroneous exchange: The swap of luggage because a person mistakes another person's luggage with his/her own.

Europe: Albania, Andorra, Austria, Belarus, Belgium, Bosnia- Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, France, Germany, Greece, Hungary, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Poland, Portugal, Romania, Russia (as far as the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Switzerland, Ukraine, United Kingdom and Vatican State.

Event: e.g. a training session, a course, admission tickets to a sports game, a concert or the like.

Extreme sports: Participation in or exercise of ski-jumping, as well as ultralight flying, hang-gliding (hang-gliders, kites, paragliders), parachuting, gliding, base jumping and aerobatics or similar.

Fixed itinerary: Travel route which can be documented by an itinerary or time table from a travel agency, purchased airline, train or bus tickets or booked accommodation.

Go-cart: 4-wheel powered vehicle with a top speed of 80 km/h.

Hands: Hand and wrist, if an injury causes symptoms down in the hand.

Hijacking: Unlawful detention of the insured in connection with the latter's transport by aircraft, train, bus, car or boat.

Implants: see under "*prostheses*".

Intoxicants: Substances, legal or illegal, which affect the central nervous system, including cannabis, marijuana, mushrooms or other antipyretic substances.

Kidnapping: Unlawful detention of the insured, including where a political demand or a demand for a ransom is presented.

Medical travel: All forms of travel undertaken for the sole purpose of receiving treatment at a clinic, hospital or similar location.

Minimum Connection Time: The transfer time the airline or airport state in their timetables as minimum requirement for change of flight. If the insured has not checked into his or her final *destination*, one hour should be added to the official transfer time.

Ministry of Foreign Affairs: The Ministry of Foreign Affairs of Denmark.

Motor sport: When two or more persons compete against one another using motor powered vehicles (except *go-carts*).

Mountaineering/rock-climbing: Climbing on rocks and ice with special equipment such as ropes, crampons and stepirons.

Natural disaster: A non-man-made catastrophic situation which unleashes natural forces, including earthquakes, volcanic eruptions, hurricanes/typhoons/cyclones, tropical storms, tornadoes, floods, tidal waves and tsunamis.

Next-of-kin: Defined according to current legislation at the time of death. As of 1 January 2018, next-of-kin under current legislation is: the deceased's spouse, registered partner or *cohabiting partner*, who has been registered at the same address as the insured for a minimum of 2 years. If there is no spouse, registered partner or *cohabiting partner*, next-of-kin is the children or grandchildren of the deceased. The next-of-kin are otherwise the heirs of the deceased stipulated in a will.

Nordic region: Comprises Greenland, Finland (including Åland), the Faeroe Islands, Iceland, Norway and Sweden.

Occurring at place of residence: Claim events such as fire, flood or break-in, requiring the personal and immediate attendance of the insured.

Occurring at the workplace: Claim events such as fire or burglary affecting a substantial portion of the workplace, non-authorized collective walk-outs in the company, fraudulent acts committed by a person employed in the company and requiring the personal and immediate attendance of the insured for financial reasons.

Official Travel allowance: Amount equivalent to the tax-free work-related travel allowance as stated in section 9c of the Danish Tax Assessment Act ("*Ligningsloven*"). The rate applicable is the rate paid out for travel distances between 25 and 120 km.

Particularly valuable property: An object or several identical objects together, which without being specially transferable property have a combined value of more than DKK 10,000.

Policyholder: The company/association specified as policyholder in the insurance policy.

Political unrest: Actions where local population or groups thereof actively attempt to influence those in power and/or authorities with a wish for system changes, often by violent means, which lead to physical intervention by those in power and/or authorities.

Procedural risk: Risk assessment of the insured's chances of succeeding in a legal claim or not.

Professional sports men/women: Sports practitioners who do not fall under the following definition of an amateur sportsman/sportswoman: An amateur sportsman/sportswoman is a sportsman/sportswoman who engages (i.e. trains, performs or competes) in his/her sport in his/her own interests without any contractual commitments to his/her club, without a personal or club sponsor, etc., and without receiving any remuneration apart from having their travel costs and accommodation paid. Sportswear and sports gear (equipment) etc. which the sportsman/ sportswoman receives or has placed at his/her disposal and small prizes, including cash prizes, which the sportsman/sportswoman has an opportunity of winning in connection with performing in his/her sport, are not regarded as remuneration.“

Prosthetics: Artificial replacement for a missing part of the human body, including teeth.

Public transport: Publicly available means of transport such as commercial airlines, commercial and/or public bus, train or ferry companies in scheduled operation.

Random accident: If the insured has not caused the accident it is a random accident. There is no-one to be held accountable for a random accident and the party who suffering an injury must bear the loss him/herself.

Reasonable and necessary: costs which ERGO Forsikring, when the actual circumstances are taken into account, can expect to be standard and customary at the location where the costs incurred.

Repatriation: Medically prescribed transport from the county of injury to the *country of residence*. Repatriation is undertaken either by air ambulance or ordinary scheduled or charter flight according to ERGO Forsikring's assessment.

Return: Homebound journey back to the *country of residence*, where the insured can travel as a healthy person.

Scientific expeditions: Expeditions to areas where the local public authorities require a special permit to stay.

Scuba diving: Diving using oxygen cylinders.

Security directives: Instructions concerning certain procedures or provisions that are intended to prevent or limit damages or concerning specific qualifications of the insured.

Stable: When your existing or chronic condition has been stable without any form of aggravation within the last two months. Aggravation is defined as, for example, hospitalization, a change of medication, visits to the doctor over and above normal checkups, referral for examination and / or treatment. If your condition has worsened without visiting a physician and the condition is not in a stable good phase.

Theft-prone property comprises:

- Antiques and works of art and genuine (hand-made/ oriental) carpets, clocks, furs and clothing of fur;
- Apparatus/equipment/instruments (including accessories and software for such items) intended for production, storage, processing, transmission and reproduction of sound, text, numerals and images.
- Computers, tablets and mobile phones;
- Musical instruments;
- Objects – wholly or partly – of precious metal, genuine pearls and gems
- Tools, electronic instruments and measuring devices;
- Weapons.
- Wines and spirits;

Travel documents: Tickets, passports, phone cards, vouchers/ tickets for restaurants and hotels and travellers' cheques.

Trip: Applicable to cancellation only: covers airline, train, bus or ferry ticket and/or accommodation, where publicly available journeys and prices are concerned. If you have bought a package travel which also includes an event, this arrangement is also part of the trip as well as any rented equipment, admittance passes etc. which were paid for in combination with transport, accommodation or package travel.

Tropical disease: Diseases which due to climatic conditions occur particularly in tropical and subtropical regions.

Urgent dental treatment: Treatment which cannot wait and which must be carried out immediately, for example to relieve pain, avoid infection or equivalent.

War zone: Area or country defined by ERGO Forsikring as being a war zone. A list of these can be found at www.erv.dk/risikoomrader.

Skadesforsikringsafgift berigtiges efter Lov om afgift af skadesforsikringer.