

# Swedish State Group Insurance and Personal Insurance

(GIF)



Kammarkollegiet

This insurance product shall satisfy the requirement for insurance cover for certain groups or individuals who are connected in some way to a State authority and who lack satisfactory insurance cover and who cannot, or should not, be responsible for such.

These conditions come into force July 1st 2007

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# **1. PERSONS COVERED AND SCOPE, TIME AND LOCATION**

The insurance shall apply 24-hours a day in the whole Schengen zone.

A group insurance policy only applies during the period of time that the person in question is part of the insured category of persons. A personal insurance policy applies during the period of time which has been agreed.

## **1.1 Group Insurance**

A group insurance policy applies to the category or categories of persons which have been agreed, without a demand for notification of individuals or groups. The State authority pays an annual premium for the insurance.

The State authority must specify the following when taking out a group insurance policy:

- The category or categories of persons who shall be insured;
- An estimate of the number of insured person days during one year;
- Invoice address and contact person at the State authority.

The lowest annual premium is SEK 5,000.

## **1.2 Personal Insurance**

The State authority must specify the following when taking out a personal insurance policy:

- The name, nationality, and personal ID number or date of birth of the person(s) who will be insured;
- The period of time during which the insurance shall apply;
- Invoice address and contact person at the State authority.

In conjunction with each policy, the State authority will receive a cover note and premium payment invoice.

The lowest invoice amount is SEK 200.

## **2. Deductibles**

No deductibles shall apply to this insurance.

## **3. Other insurance**

With the exception of the accident cover pursuant to section 6, this insurance only compensates damage or costs to the extent such cannot be compensated by other insurance.

## **4. Medical Care and Dental Care Cover**

*This section only applies to persons who are not citizens of a Nordic country, an EU/EEA Member State, Switzerland, or another Convention country regarding medical benefits. The section does not apply to persons who are registered in Sweden and therefore have a Swedish personal identification number or for other reasons pay the same health care fees as persons resident in Sweden.*

The insurance pays for necessary and reasonable costs for emergency medical care or dental care when the insured, during the policy term, suffers illness or has an accident. For each event, such costs will be paid for a period not exceeding ninety days commencing the date on which first contact is made with a care provider.

The insurance pays for necessary and reasonable costs for care in connection with delivery, miscarriage, or other serious complication prior to the end of the 28th week of pregnancy. With respect to delivery before the end of the 28th week of pregnancy, necessary and reasonable costs for care of the mother and the child will be paid for a period not exceeding ninety

days. Other costs for care in connection with pregnancy or delivery are not paid.

Kammarkollegiet shall be contacted when a stay at the hospital exceeds five days.

## Notes

Section 4 does, however, apply to citizens of a Nordic country, an EU/EEA member state, Switzerland, or another convention country who can prove that they are no longer insured in their home country regarding medical benefits.

“Emergency medical care or dental care” means the same as the terms, *immediate medical care* in section 4 of the Swedish Health and Medical Services Act (SFS 1982:763), and *immediate dental care* in section 6 of the Swedish Dental Services Act (SFS 1985:125).  
payment.

## 5. Home Transport Cover

The insurance pays the necessary and reasonable additional costs incurred for home transportation of the insured if he/she has become ill or been involved in an accident during the term of the insurance. The insurance also covers the costs for home transportation of a deceased.

**Kammarkollegiet shall be contacted before a home transport, when needed, is begun.**

## 6. Accident Cover

In the event of accidental injury which results in medical disability, a disability payment shall be paid in proportion to the degree of medical disability. In conjunction with a medical disability of less than 50 per cent, the payment shall be calculated upon 10 times the statutory base amount. In conjunction

with at least 50 per cent medical disability, the amount shall be calculated upon 20 times the statutory base amount.

Where an accident leads to death within three years, 3 times the statutory base amount is paid to the estate of the deceased subject to a deduction for any amounts which may have been paid as disability benefit.

## **Definitions**

**Accident** means bodily injury caused by an unintentional and sudden occurrence involving external force against the body. This means the following: Personal injury sustained as a result of an assault is usually deemed as an accident. Strain or normal injuries are not treated as accidents. This also applies to heart attacks, cerebral haemorrhages, and suchlike, as well as illnesses caused by bacteria, viruses, or other infectious matter which are not caused or do not arise in connection with a sudden and unintentional event involving external force against the body.

**Statutory base amount** means the statutory base amount in accordance with the National Insurance Act (SFS 1962:381) in force on the date of payment.

## **Instructions concerning assaults**

Assaults shall be reported immediately to the local police authority. The insured must produce evidence of such report.

The insured must exercise normal caution, i.e. avoid, if possible, dangerous places and situations and otherwise do that which may reasonably be demanded in order to avoid being the victim of an assault. In the case of negligence, the compensation will usually be reduced by one half, if circumstances do not show that the negligence was minor or insignificant for the insured event. If the negligence has been particularly gross, compensation may be completely withheld. The same applies if the insured was under the influence of alcohol, sleeping medication, narcotics, or other intoxicants, or committed an intentional criminal act which, according to Swedish law, may lead to at least the imposition of a fine.

## 7. Property Cover

Damage to, or loss of, the insured's personal property in Sweden is compensated in an amount not exceeding SEK 25,000. Loss of money and documents of value is compensated in an amount not exceeding SEK 3,000 and SEK 5,000 respectively.

The insured has to prove the possession and the value of the lost property with a receipt or similar.

The compensation may be reduced where the insured has been negligent. The same applies where the insured has not reported the loss or attempted to mitigate the loss.

The insurance does **not** apply to the following:

1. Damage to, or loss of, cash, documents of value, articles made in whole or in part of precious metals, genuine pearls and precious stones, cameras or computers with accessories, electronic equipment, mobile phones, or other delicate property or property attractive to thieves, if such property has been left for transportation or registration.
2. Function failures which occur without connection to any external damaging event.
3. Damage caused through wear and tear, superficial damage such as dents or scratches without substantial effect upon the use.
4. Damage or loss which can be compensated through other insurance policies or by transportation companies, hotels, or suchlike.
5. Damage to sports equipment occurring while in use.
6. Damage to, or loss of, motor-driven vehicles, boats, aircraft, mobile homes or trailers, goods in transit, or animals.
7. Purchases or withdrawals made through use of a stolen or lost bank-card.
8. Consequential damage arising as a result of loss of property, e.g. costs for exchanging locks or travel by taxi.

## **Notes to item 1 above**

Delicate property or property attractive to thieves should be carried as hand luggage. One should be aware that thefts out of checked in, locked suitcases do occur. Kammarkollegiet shall assume title to lost property which Kammarkollegiet has replaced. In the event the article which has been replaced is found, the insured shall notify Kammarkollegiet thereof.

## **Instructions**

The insured must produce evidence of a report pursuant to the following. Thefts shall be immediately reported to the local police authority. Thefts from a hotel shall also be reported to the hotel. Damage to, or loss of, transported baggage must be reported to the transportation company. The liability of, or undertakings or offers from, the hotel and transportation company shall primarily be sought and utilized.

The insured must exercise normal caution, i.e. handle and maintain the property in a safe manner and otherwise do what is reasonably necessary to avoid being the victim of theft or other damage. For example, to leave money in a hotel room or to leave property attractive to thieves in a car is usually regarded as negligence. In cases of negligence, the compensation is usually reduced by one half if the circumstances do not establish that the negligence has been minor or insignificant for the occurrence of the insured event. If the negligence has been particularly gross in nature, the compensation may be withheld completely.

## **Compensation and Valuation Rules**

Upon the occurrence of property damage, repair costs which are proven will be compensated in an amount not to exceed the property's value prior to the damage.

In the event of a loss, the property's value prior to the loss will be compensated.

The property is valued in the following way.

A. Newer property – where less than a year has elapsed from the purchase date.

- Where repurchase of an item occurs within six months compensation is made as per the cost of buying an equivalent item as new from a retail outlet.
- Where repurchase does not occur within six months compensation is payable at 70 % of the current price as new.

B. Older property – where more than a year has elapsed from the purchase date.

- Compensation is paid after a percentage deduction from the current price as new for equivalent property as specified in the table below.

C. For articles of consumption such as make-up, perfume, personal hygiene articles, compensation is payable at 50 % of the price as new.

D. For property items that are not found in the table below, the property's value prior to the loss consists of the repurchase price of the property less deductions for age and use. The deduction for age and use is ten per cent per year starting from one year after purchase of the property item, however, up to a maximum of seventy per cent.

Table for deductions

Property	Deduction after first year	Subsequent deduction per whole year
Apparatus for sound or image reproduction e.g. MP3, CD-player, DVD-player, Mobile phone	35 %	20 %
Computer with accessories, Camera, digital camera, video camera	35 %	20 %
Wrist-watches, glasses	20 %	10 %
Clothes, shoes, boots, suitcase, handbag, wallet, rucksack, sunglasses	40 %	10 %

## 8. Liability Cover

In the event that the insured is subject to a claim in damages due to an event which has occurred during the policy term, Kammarkollegiet undertakes vis-à-vis the insured to do the following:

1. investigate whether liability in damages exists;
2. negotiate with the other party;
3. represent the insured in proceedings before courts of law or arbitration and pay the litigation or arbitration costs which the insured incurs or is required to pay and which cannot be received from the other party or a third party;
4. pay the damages that the insured is liable to pay according to applicable tort law, however not exceeding SEK 3 million.

The insurance does **not** apply to the following:

1. claims in damages against the insured as owner, user, or driver of motor-driven vehicles, boats, or aircraft;
2. damage covered by an employer's or other party's vicarious liability;
3. damage which has occurred in connection with the perpetration by the insured of a criminal act which, according to Swedish law is punishable with imprisonment.

## **Instructions**

Kammarkollegiet shall not be bound by the insured's undertakings in advance to compensate any loss, admit liability in damages, or approve compensation claims. Where claims are made, the insured shall refer to the liability insurance with Kammarkollegiet. The insured should note the name, address, and telephone number of witnesses and other persons who can provide information regarding the event.

## **9. Legal Expenses Cover**

If the insured, as a private person, claims damages from any party due to an event which has occurred during the policy term, the insured's reasonable cost for legal counsel shall be compensated if the costs cannot be paid by the other party, or any third party. In addition, when applicable, the trial costs which the court orders the insured to pay to the other party will be compensated.

The insured shall, preferably, retain a member of the Swedish Bar Association ("advokat") as counsel. In the event of a dispute abroad, the insured shall retain the services of counsel determined by Kammarkollegiet.

The maximum compensation amount is SEK 200,000.

## **10. Notification of Loss**

Notification of loss must be made on a special form which is available on Kammarkollegiet's web site: [www.kammarkollegiet.se](http://www.kammarkollegiet.se). The notification of loss must be signed by both the insured and the State authority. In addition, the party requesting compensation shall:

1. in the event of theft or assault, enclose proof of a report lodged with the local police in the location where the loss occurred;
2. submit detailed demands for compensation and enclose receipts or other verifications;
3. if the same loss is covered by other insurance, inform Kammarkollegiet thereof;
4. at the request of Kammarkollegiet, provide information and submit doctors' notes and other documents as required by Kammarkollegiet to adjust the claim, and also co-operate so that the damaged property can be inspected.

## **11. Limitations Period**

The right to compensation will cease three years after the date of the loss if a notification of loss has not been received by Kammarkollegiet prior to such date. As regards section 8 Liability Cover, the date of the loss means the date on which a demand has been made against the insured. As regards other sections, the date of the loss means the date of the event which forms the basis for the insured event.

## **12. Subrogation**

To the extent Kammarkollegiet has paid compensation to the insured or the State authority, Kammarkollegiet shall be subrogated to such party's rights against the party liable for the loss.

### **13. Insurance Term and Termination**

Unless otherwise agreed, an insurance term for a group insurance policy is twelve months. Unless either party has give notice of termination of the insurance not less one month prior to the end of the term, the insurance shall be extended for a new term of twelve months.

A State authority shall be entitled to give notice of termination of a personal insurance policy with immediate effect.

### **14. Repayment of Premium**

Where a personal insurance policy has been terminated by the State authority, the premium shall be repaid with respect to the period following termination. However, amounts of less than SEK 200 shall not be repaid. Changes to the insurance terms and conditions of a policy which has commenced, e.g. a change in the number of insured persons, shall not entail any right to repayment of premium.

### **15. Premium Adjustment**

Premium adjustment shall be applicable to group insurance policies where the annual premium amounts to at least SEK 10,000 pursuant to the following:

The annual premium shall be adjusted each year prior to a new insurance term taking into consideration the claim costs pursuant to the following: 70 percent of the premium is compared to the claim costs. In the event the claim costs are higher, the next year's premium is increased by the difference in percentage terms, however, not more than 15 percent. In the even the claim costs are lower, the next year's premium is reduced accordingly, however, under no circumstances to less than 50 percent of the original premium. The reconciliation shall take place two month's prior to the new term. The final comparison period is three years, although such will initially be 10, 22, and 34 months respectively.



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