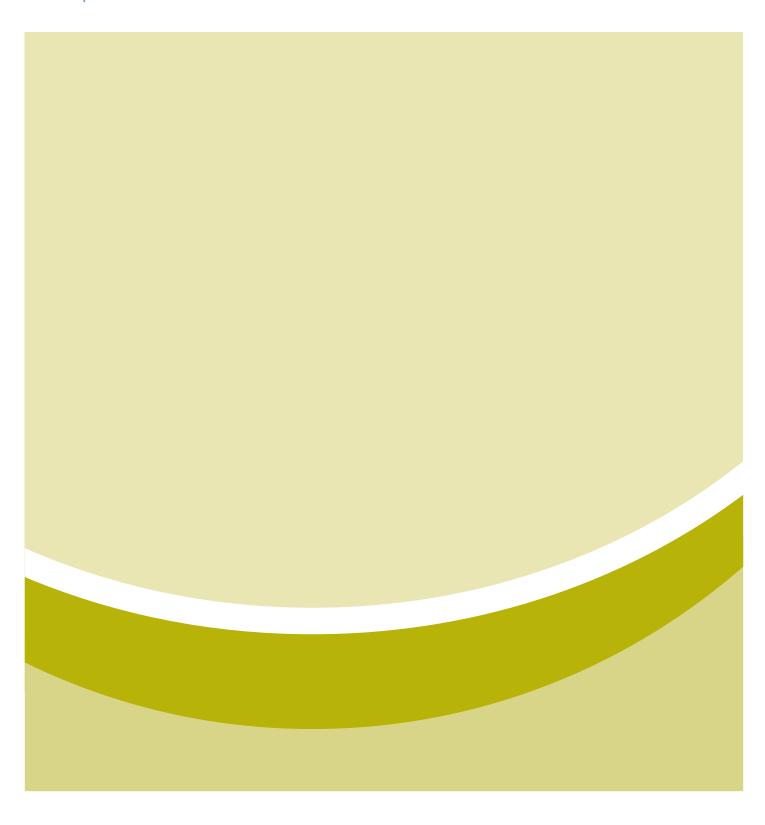
# **CODAN**



# Au Pair Insurance no. 12801

Europæiske ERV World repatriation Codan Workers Compensation & Group Accident Insurance



### In case of a claim

If you want to report a claim regarding the following insurances, please contact:

#### World repatriation Insurance

Europæiske ERV Europæiske Rejseforsikring A/S Frederiksberg Alle 3 1790 København V

+45 33 25 25 25 info@er.dk

#### Workers Compensation Insurance

A workers' compensation must be reported directly to The National Board of Industrial Injuries.

It is possible to seek advice and guidance when reporting an injury with Codan's claim handling team on  $+45\ 33\ 55\ 38\ 02$ 

Please note: Eyeglass damages must be reported directly to Codan Insurance.

#### **Group Accident Insurance**

Claims can be reported via the following link:

www.codan.dk/anmeld

It is also possible to report an injury at Codan's claim handling team on +45 33 55 38 02

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### Europæiske ERV World repatriation

Insurance conditions No. 12801 In accordance with the Danish Act on Insurance Business Valid from March 1<sup>st</sup> 2013

#### Chapter 1 - Preliminary provisions

#### 1.1 Who can take out the policy?

The insurance can be provided to persons between the age of 17 and not yet 31 at the time of the commencement date for the insurance working as an Au pair in Denmark. The Au pair has to have a residence permit and must be the holder of a national health insurance card (be entitled to benefits pursuant to the Danish Act on the Public Health Service (Lov om offentlig sygesikring)).

#### 1.2 Who is covered by the policy?

The Au pair indicated in the insurance policy.

#### 1.3 When must the policy be taken out?

The policy must be taken out before the Au pair leaves the *country of residence*.

#### 1.4 Where does the policy provide cover?

The policy provides cover in Denmark.

#### 1.5 When does the policy provide cover?

The policy period is specified in the policy. If the premium is paid, the policy provides cover from the time the Au pair arrive in Denmark and expires at departure from Denmark or on the date of expiry of the policy, if this date is earlier than the date of departure.

This policy can be taken out for a period of up to 24 months.

#### 1.6 Insurance conditions

If a claims cost is not included in the description of the cover under "Which expenses are covered by the insurance?", this means that the cost is not covered by your policy.

#### 1.7 Definitions

Various words/terms are stated in italics which mean that these words/terms are defined in chapter 3 section 3.8.

#### Chapter 2 - Repatriation

#### 2.0. Insurance sum - Unlimited

#### 2.1. Which claims are covered by the policy?

The insurance covers the Insured's costs in connection with *repatriation* prescribed by Europæiske's doctor.

#### 2.2. Which expenses are covered by the insurance?

The insurance covers reasonable and necessary costs

- a) towards repatriation to the Insured's residence or a hospital in the country of residence. Europæiske's doctor decides – following consultation with the attending physician – whether repatriation is necessary and safe, and if so what means of transport should be used. Europæiske decides when repatriation should take place,
- b) in the event of the Insured's death, towards repatriation of the remains of the deceased to an undertaker (mortician) in the country of residence, including the costs of any provisions required by law, e.g. embalming and zinc-lined coffin,
- c) towards the expenses of cremation and/or burial at the location at which death occurred, in accordance with the wishes of the Insured's bereaved, although only up to an amount corresponding to the costs of repatriation of the remains of the deceased. Europæiske can, however, demand that the remains be repatriated, inter alia with a view to having an autopsy performed,
- d) towards sending home any *ordinary travel luggage* which the Insured had to leave in Denmark as a consequence of *repatriation*,
- e) towards accommodation at a hotel approved by Europæiske and meals totalling up to DKK 1,500 a day, however meals totalling a maximum of DKK 250 a day after completion of your treatment and until you can be repatriated or travel home.

#### 2.3 Exclusions

The policy does not cover the expenses of

- a) repatriation due to chronic ailments or pre-existing ailments which, within the last 6 months prior to arriving in Denmark have resulted in hospitalisation, assessment/treatment by a doctor, change in medication
- b) repatriation in connection with chronic or pre-existing illness if you have not consulted a doctor, have refused or discontinued treatment for such illness even though you should have realised that the illness required treatment or had deteriorated materially.
- transport in an ambulance plane in cases where, in the opinion of Europæiske's doctor, transport by other means is medically justifiable,
- d) transport arranged by the Insured in cases where Europæiske's doctor estimates that the transport is not necessary and justifiable,
- e) *repatriation* as a consequence of the insured's fear of infection and
- f) journey home, repatriation or resuming of fixed itinerary arranged by the insured which Europæiske would not have had, if the company had arranged the transport.

In addition to the above, the policy only covers the *repatriation* if the Insured has a return ticket to the *country of residence* and such return ticket can not be changed or used for the *repatriation*.

# 2.4 In case of a claim - documentation requirements It is a condition for Europæiske's compensation liability that the Insured

- a) procures, from the attending physician at the location/destination at which the illness/injury is sustained, a medical certificate stating the diagnosis,
- b) upon request, grants Europæiske's doctor access to all relevant medical records, including information on previous ailments,
- sends a claim form to Europæiske, along with original documentation for expenses for which compensation is claimed and
- d) state whether insurance has been taken out with another company and whether the Insured are the holder of a credit card.

#### **Chapter 3 - General Conditions**

#### 3.1 General Exclusions

The insurance does not cover any claim, insofar as the claim event is caused or occurs as a direct or indirect consequence of

- a) intent or gross negligence,
- b) abuse of alcohol, narcotics, medicine and/or abuse of other *psychotropic substances*,
- c) self-induced intoxication, when such intoxication has been a substantial contributory cause of the claim,
- d) engaging in professional sports or training for such professional sport,
- e) participation in mountaineering, mountain climbing, parachuting, motor racing of any kind, paragliding or ski jumping,
- f) the insured's participation in scientific expeditions,
- g) strike, lockout, arrest, seizure or other measures taken by a public authority,
- h) release of nuclear energy or radioactive forces or radiation from radioactive fuel or wastes,
- i) illegally work carried out by the Au pair.

Furthermore, the insurance does not cover

 j) damage or injury during aircraft flights, unless the Insured is travelling as a passenger on board a nationally registered aircraft.

# 3.2 Insurance Complaints Board ("Ankenævnet for Forsikring")

If the Insured are not satisfied with Europæiske's settling of the claim or with other matters pertaining to the policy, and if repeated approaches to Europæiske fail to produce a satisfactory result, complaints can be lodged with:

The Insurance Complaints Board Insurance Complaints Board ("Ankenævnet for Forsikring") Anker Heegaards Gade 2 DK-1572 Copenhagen V. Telephone: +45 33 15 89 00 (10 a.m. to 1 p.m.)

Complaints to the Board shall be submitted by filling in a special Complaints Form, which is available upon request from:

- Europæiske Rejseforsikring A/S
- Insurance Complaints Board ("Ankenævnet for Forsikring")
- Danish Insurance Information Service (Forsikringsoplysningen)

Amaliegade 10 1256 København K. Telephone: Telephone: +45 33 13 75 00 (between 10.00 a.m. and 4.00 p.m.)

A small fee is charged, and is to be sent along with the complaints form.

- the fee is returned if the Insured succeeded partly or wholly in the claim,
- the complaint cannot be considered,
- the policyholder/Insured himself/herself withdraws the claim.

#### 3.3 Other insurance

The insurance does not cover expenses that are covered by another insurance or credit cards.

#### 3.4 Other insurance

If, at the time that loss or damage insured by this policy shall occur, there is any other insurance against such loss or damage or any part thereof, the underwriter shall be liable under this policy for its proportionate share of loss or damage only. (This provision is applied when the case is settled by applying foreign law.)

#### 3.5 Transfer of rights

The Insured cannot, without Europæiske's consent, pledge or assign the rights under this insurance.

#### 3.6 Rights of subrogation

In the event of payments in pursuance of the policy, Europæiske shall be fully and completely subrogated to the rights of the Insured. (This provision is applied when the case is settled by applying Danish law). 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 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. (This provision is applied when the case is settled by applying Danish law.)

#### 3.7 Legal venue and legislation to be applied

Actions brought against Europæiske Rejseforsikring A/S shall be tried in Copenhagen, Denmark, at the City Court ("Byretten") or at the Appeals Court, Eastern Division ("Østre Landsret"). Disputes related to this insurance must be settled under Danish law.

#### 3.8 Definitions

For the purposes of this policy the following definitions shall be used in any interpretation of its wording:

- **Country of residence** is the country in which the insured has his/her residence.
- Destination. The final destination for the journey in question.
- **Fixed itinerary.** Itinerary that can be documented by means of a travel description from a tour operator, purchased plane tickets, railway tickets or bus tickets or booked a ccommodation.
- Journey home. A journey back to the country of residence during which the Insured is able to travel as a healthy person on maximum the same class of transport as during the initial home journey.
- Ordinary travel luggage. The luggage which the Insured is allowed to and can bring on the journey according to the rules relevant for the specific journey that is to say hand luggage and checked-in luggage without excess weight.
- **Psychotropic substances** shall be taken to mean marijuana, cannabis, hash, hemp and the like.
- **Repatriation.** Transport prescribed by a physician from the country where the illness/injury incurred to the country of residence.

Repatriation is either conducted by air ambulance or ordinary charter flight, according to Europæiske's assessment.

• **Scientific expeditions** are expeditions to areas where the local authorities require special permit to stay.



Premium tax is settled in accordance with the premium tax act

## Codan Workers Compensation Insurance

Insurance conditions – ASF-A pursuant to the Danish Act on Insurance Contracts

#### 1 What is covered by the insurance?

#### 1.1 The worker's compensation insurance covers

The insurance covers the Policyholder against any liability for industrial injuries of the Consolidated Act on Protection against the Consequences of Industrial Injuries or future amendments replacing this section.

#### 1.2 Sharing of the Policyholder's liabilities

However, it may be agreed that a specified part of the Policyholder's liability is insured with another insurance company.

#### When does the insurance take effect?

The insurance takes effect on the date stated in the policy.

#### 3 The Policyholder's duty of disclosure

#### 3.1 The Policyholder shall disclose

Upon taking out the insurance and subsequently, the Policyholder shall disclose and provide documentation on request of any matter which Codan may deem necessary in order for the Company to be able to assess its risk and to calculate the premium.

#### 3.2 Duty of disclosure in the event of changes

The Policyholder shall notify Codan of any changes affecting the type or extent of risk after the insurance has been taken out.

#### 3.3 Codan's access to information

If Codan deems it necessary, the Policyholder shall also give Codan access to check the information provided by the Policyholder, including access to examine the conditions at the workplaces covered by the insurance.

#### 3.4 Incorrect or incomplete information

If it subsequently turns out that the Policyholder has provided Codan with incorrect or incomplete information, the Policyholder is obliged to provide Codan with any additional information requested and to give access to a representative from Codan to make the necessary checks

#### 3.5 If the premium has been too low

In case the premium paid by the Policyholder has been too low due to disclosure of incorrect or incomplete information, the Policyholder shall pay the

outstanding amount to Codan together with any costs. Codan is entitled to claim interest on the outstanding amount at an annual interest rate of 5% above the official discount rate of Danmarks Nationalbank from the due date of the amount.

#### 3.6 Change of address

The Policyholder shall give notice of any change of address.

#### 3.7 Consequences of failure to meet obligations

Any omission by the Policyholder to disclose information shall be considered as failure to meet its obligations, cf. condition 8.3.

#### 4 How is the premium calculated?

#### 4.1 Provisional premium

At the beginning of each insurance year, a provisional premium will be calculated based on the expected number of employees/units in the insurance year.

#### 4.2 Final premium

At the end of each insurance year, a final premium will be calculated based on the final number of employees/units in the insurance year.

#### 4.3 Calculation of final premium

The provisional and final premiums will be calculated on the basis of Codan's standard rates at the beginning of the insurance year.

#### 4.4 Premium change - change of benefits

Notwithstanding condition 4.3, Codan is entitled to change the premium without notice in the event of a change in the benefits under the Consolidated Act on Protection against the Consequences of Industrial Injuries and the provisions made for this purpose.

#### 4.5 Change in provisions

Condition 4.4 shall also apply to other legal requirements for an increase in the provisions made.

#### 4.6 Cancellation due to premium change

In case of a change in the premium under condition 4.4 and/or condition 4.5, the Policyholder may solely cancel the insurance pursuant to condition 8.1.

#### 4.7 Effective date of premium change

Any change in the premium in accordance with condition

4.4 and/or condition 4.5 shall be effective as from the beginning of the insurance year, for which the change is made.

#### 4.8 Estimated premium adjustment

In the event that Codan has not received the information required to calculate the provisional and final premiums within four weeks of the due date of the premium, Codan may set the premium based on an estimate.

#### 5 When is the premium payable?

#### 5.1 Premium collection

Codan will collect the premium by forwarding a payment request to the payment address stated by the Policyholder. The premium may also be paid via Direct Debit Service (BS) or Codan Account Service (CKS).

#### 5.2 Premium payment

The initial premium is payable at inception of the insurance. Future premiums fall due on the renewal dates of the insurance. Any government taxes will be collected together with the premium.

#### 5.3 Due date for payment

The premium is payable on or before the payment date indicated on the payment request or the payment statement supplied by BS.

#### 5.4 Reminder

If Codan does not receive payment on time, a reminder will be sent to the Policyholder stating the legal consequences of late payment.

#### 5.5 Non-payment

If the premium has not been paid within 14 days of the date indicated on the reminder, cover under the insurance will cease.

#### 5.6 Fees, charges, interest

Codan is entitled to charge a fee for collecting the premium and a reminder fee.

Codan is furthermore entitled to claim interest on the amount due at an annual interest rate of 5% above the official discount rate of Danmarks Nationalbank from the end of the second week following the forwarding of the reminder.

Codan may further charge a fee for printing out documents and for other services rendered.

#### 5.7 Distraint

Codan is entitled to recover any amount due by distraint.

#### 5.8 Codan's liability in case of distraint

If Codan collects a provisional premium by distraint, Codan is still liable to pay compensation.

#### 6 How is the premium indexed?

#### 6.1 Basis of indexation

Unless otherwise agreed, the premium is subject to indexation every year at 1 January, based on the development in the earnings index for the private sector prepared by Statistics Denmark on the basis of the development in the average loss of earning capacity determined by the National Board of Industrial Injuries and their practice for this determination. However, the premium will, as a minimum, be subject to indexation on the basis of the development in the earnings index for the private sector prepared by Statistics Denmark.

If the publication of the components in the index used is discontinued or the methods of calculation for such index are changed, Codan is entitled to continue the indexation on the basis of another relevant index, including e.g. an index published by Statistics Denmark.

#### 7 What if the premium is changed?

#### 7.1 Notification

If Codan changes the premium per year-round employee/ unit, Codan shall notify the Policyholder in writing of such change no later than four weeks prior to the next succeeding renewal date.

#### 7.2 Premium change not requiring notification

Changes according to condition 4.4 and/or condition 4.5 and condition 4.6 shall not be considered a premium change.

#### 8 How is the insurance cancelled?

#### 8.1 Notice of cancellation

The Policyholder may cancel the insurance by giving minimum four weeks' notice to expire at the end of the period of insurance. Cancellation shall be made in writing to Codan or Codan's representative.

#### 8.2 Notification in the event of premium change

Notwithstanding condition 1, the Policyholder may cancel the insurance with effect from the next succeeding renewal date in case the premium is changed as stated in condition 7.1. Cancellation shall be made in writing to Codan or Codan's representative, and must be received by Codan before the said date.

#### 8.3 Codan's right of cancellation

If the Policyholder does not fulfil his obligations in accordance with the insurance conditions, Codan may cancel the insurance by giving four weeks' notice, notwithstanding the date of expiry of the period of insurance.

#### 8.4 Cancellation in the event

#### of non-payment of initial premium

In case of non-payment of the initial provisional premium, Codan may, notwithstanding condition 8.3, cancel the insurance by giving one week's notice, irrespective of the date of expiry of the period of insurance.

#### 8.5 Cancellation in case of distraint

Condition 8.4 shall also apply, where collection by distraint under condition 5.8 fails.

#### 9 How is the insurance renewed?

#### 9.1 Automatic renewal

An insurance effected for a one-year period or more, which is not cancelled under condition 8.1, shall be renewed for one year after the expiry of the period, unless an agreement is made for a multi-annual period.

#### 9.2 Expiry after agreed period

An insurance effected for a specific job and/or a period agreed in advance shall expire when the job is completed, but not later than at the expiry of the agreed period.

#### 10 Applicable law and jurisdiction

#### 10.1 Applicable law

The provisions of the Danish Act on Insurance Business and the Consolidated Act on Protection against the Consequences of Industrial Injuries with future amendments shall apply to this insurance.

#### 10.2 Disputes arising out of the insurance contract

Any disputes arising out of this insurance contract shall be settled according to Danish law by Danish courts of law.

#### 11 Withdrawal of Codan's authorisation

#### 11.1 Termination of cover

In the event that Codan's authorisation to write insurance under the Consolidated Act on Protection against the Consequences of Industrial Injuries is withdrawn, the Policyholder shall be notified thereof. The insurance shall lapse as from the date when the authorisation is withdrawn, irrespective of whether or not the period of insurance has expired.

#### 11.2 Final premium calculation

A calculation of premium for the period in question shall be made as soon as possible.

### Codan Group Accident Insurance

Conditions of Codan Group Accident Insurance pursuant to the Danish Act on Insurance Contracts

#### Disability cover in case of accident

#### 1. Insurance conditions

The insurance conditions stated below and the General Conditions of Codan Group Accident Insurance referred to in this policy shall apply to the disability cover insurance.

#### Who is covered?

#### 2. The Insured

Benefit is payable to the injured party.

If the injured party is a child and the benefit exceeds DKK 100.000, 10% of the benefit is payable to the parent having custody.

The part of the benefit payable to the child shall be placed according to the provisions on funds held in trust for minors.

#### What is covered under the disability insurance?

#### 3. Accidents resulting in medical disability

If an accident, cf. condition 3 of the general conditions, directly causes the Insured's medical disability (=injury) to be fixed at 10%, benefit is payable.

The degree of disability is determined applying the 'Permanent injury rating list' of the Danish National Board of Industrial Injuries in force at the time of the accident, taking into account the limitations described below and under condition 4.

If the degree of disability cannot be determined directly on the basis of the Danish National Board of Industrial Injuries' 'Permanent injury rating list', the injured party's degree of medical disability will be determined applying the same principles on which the said rating list has been based, taking into account the degree of physical impairment.

At any rate, the degree of disability is based purely on a medical basis without regard to any loss of earning capacity, the injured party's occupation, or other individual circumstances.

The benefit amounts to a percentage of the sum insured of DKK 300.000 corresponding to the determined degree of disability.

Any pre-existing disability cannot result in payment of a higher benefit than if such disability had not existed. In the event of injury to paired organs, the degree of disability is determined without regard to any pre-existing disability as if only the most recently injured organ had been damaged, unless the policy provides otherwise.

The degree of disability cannot exceed 100% for the same accident.

The benefit is determined as soon as it is certain that the accident and any consequential injuries will not cause death and the condition of the injured party is otherwise considered stationary.

#### What is not covered under the disability insurance?

# 4. Disability benefit is not payable in the following situations:

- Disability caused by injuries listed under condition 4 of the general conditions.
- Disability in the event of accidents caused by illness.
- Disability caused by disease and the triggering of latent predisposition to a disease, even if the disease has been provoked or worsened by an accident.
- Disability caused by the circumstance that the presence of a pre-existing or fortuitous intercurrent disease has aggravated the consequential injury arising as a result of the accident.
- Disability in the form of mental consequences caused by events that did not expose the injured party to danger of bodily injury.
- Disability existing before the accident, cf. also condition 3 above.
- Disability caused by medical treatment that was not necessitated by an accident covered by the insurance.

#### **Expenses for specialist treatment**

#### 5. Physiotherapist/chiropractor

In so far as the injured party is not entitled to compensation from other parties, expenses paid by the injured party – in connection with an accident covered by this insurance – are covered in respect of the following:

Treatment by physiotherapist if prescribed by a physician.

Expenses paid for chiropractic treatments are also covered.

The total compensation for the expenses are limited to an amount corresponding to 2% of the sum insured in the event of disability.

Expenses are paid until the condition is deemed to be stationary from a medical viewpoint, however, never longer than for a period of three years from the day of the accident.

#### Other expenses

#### 6. Expenses not covered

Other expenses than those listed under condition 5 above, e.g. expenses for travelling, legal assistance, medical treatment, other specialist treatment, dental treatment, medicine or any kinds of aids, e.g. cervical collar and bandages, are not covered by the insurance.

#### Accidental death cover in case of accident

#### 1. Insurance conditions

The insurance conditions stated below and the General Conditions of Codan Group Accident Insurance referred to in this policy shall apply to the accidental death cover.

#### Who is covered?

#### 2. Beneficiary provisions

Unless the Policyholder and the Insured have provided Codan with written information to the contrary, the sum insured is paid to the Insured's next of kins, cf. Section 105 (5) of the Danish Act on Insurance Contracts.

#### 3. Amount of benefit

The size of benefit corresponds to the sum insured of DKK 50.000 payable on death.

#### What does the death cover comprise?

#### 4. Death within one year after the accident

If an accident, cf. condition 3 of the general conditions, causes the injured party to die within one year from the day of the accident, the specified sum insured becomes payable.

If disability benefit has been paid for the same accident, this amount will be deducted from the payment.

#### What does the death cover not comprise?

#### 5. The sum insured is not paid in the following cases:

- Death caused by injuries listed under condition 4 of the general conditions.
- Death by natural causes or if the cause of death is unknown.
- Death in the event of accidents caused by illness.
- Death caused by disease or the triggering of latent predisposition to a disease, even if the disease has been provoked or worsened by an accident.
- Death caused by the circumstance that the presence of a pre-existing or fortuitous intercurrent disease has aggravated the consequential injury arising as a result of the accident.
- Death caused by medical treatment that was not necessitated by an accident covered by the insurance.

#### General conditions

#### Who is covered by the insurance?

#### 1. Who can take out the policy?

The insurance can be provided to persons between the age of 17 and not yet 31 at the time of the commencement date for the insurance, living and working in Denmark as Au pair.

The Au pair has to have a valid Danish residence permit to work as Au pair with a family in Denmark, approved by the authorities in Denmark.

The policy must be taken out before the Au pair leaves the country of residence

The insured covered by the policy is the Au pair indicated by name in the insurance policy.

#### What injuries are covered by the insurance

#### 2. Scope of the policy:

The provisions that apply specifically to the individual cover are specified in the respective insurance conditions.

#### What is meant by an accident?

#### 3. The following is considered an accident:

- · a sudden event
- that causes bodily injury

#### What injuries are never covered by the insurance?

#### 4. The insurance does not cover:

Irrespective of the Insured's mental state at the time of injury, the insurance does not cover:

- Any injury caused by the injured party intentionally or by gross negligence.
- Any injury caused by the injured party as a result of self-induced intoxication or when the Insured is under the influence of drugs or any other similar influence.
- Any injury caused by drug poisoning.
- Any injury caused by viruses, bacteria, other microorganisms etc.
- Any injury sustained by the injured party due to participation in fights.
- Any injury occurring during participation in boxing, motor racing of any kind, mountain climbing, parachute jumping, and hang-gliding.
- Any injury caused by the release of nuclear energy, in any situation whatsoever, including during war.
- Any injury caused by conflicts in the form of war, riot or civil commotion, unless the injury occurs within one month after the outbreak of a conflict in a country in which the Insured is travelling. To be eligible for cover, it is moreover a prerequisite that the conflict did not exist at the time of entry, that such conflict does not involve superpowers and that the Insured does not participate in the events.

# What measures should be taken in the event of an accident?

#### 5. Medical treatment

The injured party must be under the continuous care of a physician and must follow any prescriptions given.

Codan has the right to obtain information from any physician, medical institution, or other, who is treating or has treated the injured party and to have the injured party examined by a physician chosen by Codan.

Codan pays for the medical certificates that it requests.

#### 6. Period of insurance

If the premium is paid, the policy provides cover from the time the Au pair arrive in Denmark, however no earlier than the date of inception indicated in the policy, and expires at the departure from Denmark, however no later that the date of expiry indicated in the policy.

The insurance covers consequential injury arising as a result of an accident when the accident has occurred during the period of insurance.

The insurance does not cover consequential injury, including worsening of such consequential injury, that emerges later than five years after the accident has occurred.

#### 7. Notification of claims

Claims covered by the insurance must be notified to Codan in writing without delay.

Claims must be reported on a form available from Codan Customer Centre.

When a claim is notified, a certificate shall be submitted according to Codan's instructions. A physician authorised by the Danish National Board of Health must complete the certificate, unless Codan accepts that the certificate is completed by another physician.

If an injury causes death, Codan must be notified hereof within 48 hours, and Codan has the right to require an autopsy.

#### 8. Time limit for notifying claims

The covering of claims is governed by the Danish Act on Insurance Contracts, cf. however, paragraphs 3 of condition 6 above.

#### 9. Limitation after rejection of claim

If Codan has rejected a claim, the Insured's claim is lost, unless the Insured brings the case before the Insurance Complaints Board (cf. condition 23 below), an arbitration tribunal (cf. condition 22 below) or the appropriate courts within six months of the Insured having received Codan's rejection of the claim.

The period of limitation commences at the time when the Insured has received written notification from Codan to that effect. The notification contains information about the expiry of the period, how to interrupt the period and the effect of the period not being interrupted.

#### How is the compensation calculated?

#### 10. Benefit at the time of the accident

The compensation is calculated based on the size of the benefit at the time of the injury and in compliance with the rules specified for each individual cover.

# 11. Compensation if the Insured has taken out any other insurance

Benefits are paid independently of any other benefits payable as a result of the Insured's injury, unless otherwise provided by the insurance conditions of each cover.

#### Where does the insurance cover?

#### 12. No territorial limits

The insurance covers the Insured anywhere in the world, unless otherwise agreed or provided by the provisions of the last paragraph of condition 4 above.

#### When does the insurance provide cover?

#### 13. Acceptance and inception of insurance

Codan assesses the proposal and decides whether to accept the insurance on the basis thereof.

In case the insurance cannot be accepted on the basis of the proposal and the information provided in that connection, the proposer shall be notified as soon as possible of the additional information required and the date before which such information shall be submitted.

If Codan accepts the insurance based on the proposal and any additional information duly submitted, Codan's liability will commence at the time when Codan receives the proposal, unless a later date in time has been agreed.

If Codan can only accept the insurance on other conditions, the proposer will receive an offer based on such other conditions. If the proposer accepts the offer within the time limit stated, Codan's liability shall commence when Codan receives the acceptance.

#### When is the premium etc. payable?

#### 14. Premium collection and payment etc.

The initial premium becomes payable upon inception of the insurance. The following premiums becomes payable on the agreed settlement dates. Any government taxes and handling charges are payable together with the premium.

Any government taxes and handling fees are collected together with the premium.

#### 15. Non-payment

If the premium has not been paid within 14 days of the date indicated on the reminder, cover under the insurance will lapse.

#### 16. Payment of compensation

Codan's general method of payment is by bank transfer. For the payment of a claim, Codan must therefore receive information about the bank and account number in question.

Compensation may, however, be made by cheque against the payment of a fee, which is deducted from the amount of compensation.

# Who has a right of disposal in relation to the insurance?

#### 17. The Policyholder has the right of disposal

The Policyholder has the right of disposal in relation to the insurance in its entirety.

#### **Expiry of insurance**

#### 18. Termination of the insurance

The period of insurance is specified under condition 6.

The insurance ceases if the Au pair employment contract, specific to the Insured Au pair indicated in the policy, is terminated by either contracting party before the date of expiry of the police.

#### Alteration of risk

#### 19. Occupational change etc.

The Policyholder is obliged to notify the company if any alterations are made to the description of occupation or employment specified in the policy in respect of the persons covered by the insurance. Codan decides whether and on what terms the insurance can be continued.

#### 20. Failure to report alteration of risk

If the Insured fails to report a situation described under condition 19 above, Codan shall only assume liability on the terms and conditions and to the extent that Codan would have continued the insurance on the basis of the agreed premium.

#### Disputes regarding the insurance

#### 21. The Danish National Board of Industrial Injuries

If one of the parties so requests, the Danish National Board of Industrial Injuries can make an advisory statement on the degree of disability.

The fee payable to the Danish National Board of Industrial Injuries is divided equally between the parties, with the exception that Codan will pay the full fee if the Danish National Board of Industrial Injuries determines a degree of disability that is higher than the one determined by Codan.

#### 22. Arbitration

If either party so requests, the degree of disability shall be settled finally by arbitration.

Either party shall elect an arbitrator, who shall be a physician.

Prior to the legal proceedings, the arbitrators shall nominate a physician as umpire. In case of disagreement between the arbitrators, the umpire shall take action and make a decision within the limits of the disagreement.

In case the arbitrators fail to agree on an umpire, the President of the Danish Medical Association shall appoint such umpire. The arbitration tribunal also decides how the costs of arbitration shall be divided.

#### 23. Insurance Complaints Board

In the event of disagreement between you and Codan about the insurance or any claim reported by you, and if a renewed approach to Codan does not result in agreement you may bring the case before:

Ankenævnet for Forsikring (the Insurance Complaints Board) Anker Heegaards Gade 2 DK-1572 København V.

Telephone +45 33 15 89 00 between 10:00 and 13:00.

You must complete a complaint form available from the Insurance Complaints Board, Codan, the Consumer Council, the local consumer offices or the Insurance Information Office. Europæiske Rejseforsikring A/S Frederiksberg Allé 3 1790 København V +45 33 25 25 25 www.er.dk

