

RiskPoint Insurance Conditions

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Chapter 1 – Conditions for the policy

1. Who is covered?

The insurance covers the person whose name is entered in the instance policy.

2. Who can take out the policy?

Any person irrespective of nationality can take out the policy.

3. When does the policy provide cover?

The policy period is specified in your policy. The insurance covers in the period of the insurance provided that the premium (including stamp duty) has been paid to RiskPoint.

4. Where does the policy provide cover?

The insurance covers only within Schengen countries (see definitions). An additional fee of 25 % has to be paid for visits to the Faeroe Islands and Greenland. It is a condition for coverage that the policy has been taken out for the correct geographic coverage area. The policy provides cover from the date you arrive to a country within Schengen, The Faroe Island or Greenland (or from the date of expiry of the policy if this date is earlier than the date of your departure). Several journeys to a country within Schengen, the Faroe Island and Greenland may be made during the policy period.

5. Sum insured

For the base cover, the sums insured stated in the policy for the individual part-coverage (clauses) form the maximum limit of RiskPoint's liability to pay out damages per holder of the insurance per event insured.

Chapter 2 – Definitions

Acute illness: An acute illness entitled to cover under the terms of this policy is taken to mean a newly occurring serious illness.

Accident: A sudden unintended and unexpected incident, causing identifiable personal injury.

Existing illness: An existing illness is an illness which is either known to the patient or already diagnosed upon the date of his/her residence.

Attending medical practitioner: The practitioner who attends the insured during his/her stay abroad. The attending medical practitioner must have an authorization in the country where the insured is staying.

Co-habitant: A person with whom the insured has lived a marriage like relationship and has had the same address in the Danish National Register during the last year.

Costs: Are the costs incurred in connection with disputes, which the insured is involved in and which can be heard in court or arbitration, but not costs incurred by the insured during investigation whether there is basis to start a case.

Dangerous sports: American football, mountaineering, boxing, wrestling, diving (however, diving with snorkel is not an exception), fencing, go-carting, ice-hockey, judo, rugby, white water rafting together with exploration of potholes and caves, performance of all professional sports, ballooning, bob-sleighting, parachuting, (hang, tow, or para)- gliding, racing of any kind, ski jumping, together with other equally dangerous kind of sports.

Extra expenses: Extra expenses are expenses which the insured incurs solely as a consequence of a claim covered by the policy. Insofar as an expense would have been incurred irrespective of the occurrence of the claim, it is not regarded extra expense.

Family: Husband and wife/co-habitant together with their children who travel together and are all covered by a RiskPoint .

Fellow traveler: One or several persons travelling together with the insured and who are covered by a RiskPoint .

Necessary treatment: Necessary treatment is the treatment, which can stabilize the insured so he/she can carry out the planned journey or repatriation.

Physician: An educated and officially authorized physician not being the insured himself/herself and not being a relative to the insured.

Schengen: Austria, Belgium, Czech Republic, Denmark, Deutschland, Estonia, Finland, France, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Liechtenstein, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovenia, Slovakia, Spain and Sweden.

The Insurance Company: The Insurance provider of this policy is: Arch Insurance Company (Europe) Ltd., which is registered with the Financial authorities as the sole risk-carrier.

RiskPoint A/S: The Agent for the Insurance Company. RiskPoint A/S is authorized to sell and administrate the policies. RiskPoint A/S' is registered in Denmark under CVR nr. 30828208.

Stay expenses: The total documented reasonable additional expenses for hotel, living and local transportation etc.

You: The use of "you, your, or your's" in this policy refer in all its forms to the policy holder or any other person name in the policy.

Chapter 3 - Insurance conditions

1.0 Medical Expenses

1.0 Coverage – DKK 250.000

1.1 The Policy Covers:

The policy covers claims arising from acute illness or injury during stay in Schengen countries.

1.2 The Scope of Coverage

The insurance covers the below mentioned reasonable and necessary expenses caused by acute illness or injury, which has occurred during the stay

1.2.1 medical treatment and medicine prescribed by a duly authorized physician,

1.2.2 hospitalization including room and board in a standard Danish ward and hospital treatment as prescribed by a physician, including operations,

1.2.3 treatment by an officially licensed physiotherapist, chiropractor or other nonmedical practitioner up to a total amount maximum DKK 5.000,

1.2.4 urgent and acute dental treatment by a duly authorized dentist. 50% of the expenses is covered, up to a maximum of DKK 2.500,

1.2.5 reasonable and documented additional expenses for hotel stay as prescribed by a physician,

1.2.6 ambulance transport from the illness/accident scene to the place of treatment and return (including air ambulance provided that RiskPoint or the Emergency Center approves this),

1.2.7 in case of death, all expenses for transport of the deceased to the country of citizenship are covered, including expenses in connection with any statutory requirements for such transport.

1.3 Exclusions

The insurance does not cover any expenses incurred in connection with:

1.3.1 medical expenses incurred for any disease, illness or injury known to the policyholder and/or the insured at the time of application,

1.3.2 treatment of chronic or existing ailments which, within the 6-month period immediately prior to the arrival to Schengen countries have caused hospitalization assessment/treatment (which does not form part of a control routine) by a physician, or altered medication,

1.3.3 treatment of chronic or existing ailments, if the insured have failed to consult a physician or refused or discontinued treatment for the ailment, irrespective of whether the insured must have known or assumed that the ailment required treatment or that the insured's condition had essentially deteriorated, a physician has discontinued your treatment or refused to treat your condition, you have been selected for, referred to or entered on a waiting list for assessment/treatment, have failed to keep an appointment for control during the past 6 months,

1.3.4 treatment or stay at the time when the insured refuses to allow himself/herself to be repatriated against the advice of RiskPoint's doctor or Falck Global Assistance's attending medical practitioner,

1.3.5 treatment or stay in the event that the insured does not follow the attending medical practitioner's advice on treatment,

1.3.6 dental treatment, cf. clause 1.2.4 in the event the insured has not followed normal dental care with regular examination and treatment,

1.3.7 induced abortion,

1.3.8 birth or any illness arising as consequences of pregnancy which occurs after the 24th week of the pregnancy,

1.3.9 treatment or operation, which the insured knew at the time of arrival, he/she had to undergo,

1.3.10 treatment or complications of HIV or AIDS, also including examination of symptoms,

1.3.11 treatment or stay, which according to medical opinion could have been delayed until after the planned arrival home,

1.3.12 treatment or replacement of prostheses,

1.3.13 stay at convalescent or health resorts,

1.3.14 medication not prescribed by a physician and medication taken on a regular basis at the time of arrival,

1.3.15 plastic surgery operations, cosmetic operations or treatment of complications or complications in connection with these, unless the operation is a direct consequence of an accident which requires hospitalization within 24 hours of the occurrence of the accident,

1.3.16 treatment after leaving Schengen countries

2. Personal liability (during stay in the Schengen countries only)

2.0 Coverage - DKK 5.000.000 for damage to persons and DKK 2.000.000 for damage to property

2.1 The policy covers

2.1.1 the insurance provides cover if, subject to Danish Law, you incur liability to pay compensation for bodily injury or damage to property, in accordance with the ordinary rules for liability to pay compensation governing non-contractual liability,

2.1.2 the total amounts stated in 2.0 constitute the upper limit for RiskPoint's liability for a single claim even though liability is imposed upon several persons and even though the event is covered by one or more policies taken out with RiskPoint,

2.1.3 in addition, costs in connection with settlements of questions of damages are covered, provided these have previously been agreed with RiskPoint,

2.1.4 damages in a hotel room are covered to maximum DKK 25.000 per incident provided the damaged articles have been in the keeping of the insured,

2.1.5 the insured must not accept liability to pay out damages or acknowledge a claim for damages. Lack of compliance to this demand may lead to the insured losing his/her rights under this policy. RiskPoint must immediately be informed of the insurance event and will thereafter decide on the further action to be taken in the matter.

2.2 The policy does not cover liability:

2.2.1 for damages to items which you have leant, rented, stored, are using for transportation, processing, or otherwise having in your possession, except for the situations mentioned under clause 2.1.4.

2.2.2 for damages to or loss of your own articles,

2.2.3 for damages as a consequence of you by agreement or otherwise, have taken upon yourself responsibility in excess of what follows according to the common rules on liability (usually culpa)

2.2.4 for damages occurring while working or conducting business,

2.2.5 for damages where you by contamination or otherwise infect other persons with a disease,

2.2.6 for damages caused by use of a motor vehicle, caravan or trailer, motor driven aircraft or vessel, or any vessel more than 3 meters long,

2.2.7 for damages caused by animals.

2.2.8 for damages caused to family or fellow traveler

3. Personal Accident – Applies only if add-on cover has been purchased

3.1 Disablement

3.1.0 Coverage for Disability (applies only if it appears from the policy)

3.1.1 The policy covers

3.1.1.1 The insurance pays compensation for permanent injury which is a direct consequence of an accident, if the accident has caused a permanent injury level of at least 15 %.

3.1.1.2 The compensation amounts to the percentage of the insurance amount corresponding to the permanent injury level.

3.1.1.3 The level of permanent injury is fixed on the basis of the permanent injury chart of the Danish National Board of Industrial Injury. The decision is made on the basis of the medical permanent injury level of the injury regardless of the profession of the insured.

3.1.1.4 The compensation is fixed as soon as possible - however no later than three years after the accident.

3.1.1.5 It is a condition for insurance cover that you are alive at the time of the payment of compensation.

3.1.1.6 You are entitled to request that the permanent injury level be fixed finally by the Danish National Board of Industrial Injuries. The parties cover the costs involved in this equally.

3.1.2 Limitations

3.1.2.1 The permanent injury level for the loss of several limbs together cannot exceed 100 %.

3.1.2.2 Existing permanent injury cannot cause the compensation to be higher than if such permanent injury did not exist.

3.2 Death – consequence of an accident (applies only if it appears from the policy)

3.2.0 Coverage for Death

3.2.1 The Policy Covers

3.2.1.1. The insurance pays the sum stated in the policy to your estate if you die during your trip as a direct consequence of an accident.

3.2.2 Limitations

3.2.2.1 If you are under 18 years old at the effective date of the insurance, the insurance amount for death is reduced to DKK 25.000.

3.2.3 To whom will the insurance amount be paid:
Unless otherwise agreed with RiskPoint in writing, compensation for death will be paid in the following order of priority, so that a lower-ranking person will only be considered if the preceding person does not exist/is not alive: Spouse, children, co-habiting partner or the heirs of the insured.

3.3 Exclusions applying to cover under 3.1 as well as 3.2
The insurance does not cover:

3.3.1 an accident in which there is no causality between the accident and the injury. Assessment is based on whether the incident is plausible to cause permanent injury. The incident itself should be able to cause/explain the injury,

3.3.2 any illness including illness occurring as a result of infection with virus, bacteria, microorganism or the like,

3.3.3 injury or death as a result of poisoning from food, beverages, stimulant including tobacco, alcohol and medicine,

3.3.4 an accident mainly caused by illness or any latent predisposition even though the illness has arisen by an accident. The policy neither provides cover for worsening of the consequences of an accident because of an already existing or accidental occurring illness,

3.3.5 consequences of erroneous medical treatment or other treatment including treatment with medicine unless the treatment was necessary in relation to an accident covered by the policy,

3.3.6 injury or death as a result of the insured participating in a fight/scuffle or the like or the insured participating in criminal activities,

3.3.7 injury or death due to bodily degeneration that cannot be defined as a sudden incident,

3.3.8 permanent disability or death as a result of psychological consequences of an incident in case the insured has not been exposed to risk of personal injury,

3.3.9 injury or death as a consequence of childbirth,

3.3.10 injury or death while skiing (including but not limited to down-hill, snowboard and ski jumping) is not covered.

4. General conditions

4.1 The below conditions and exceptions apply to all covers provided under this policy:

4.1.1 the holder of the insurance and the insured are obliged to provide information which by RiskPoint is considered pertinent and necessary in order to decide whether the injury is entitled to coverage and to which extent. The above includes police statements, third party statements from for example hotel personnel and so on, but is not limited to such,

4.1.2 for any incident:

4.1.2.1 RiskPoint's physician has the right to request information about your health and treatment from physicians or hospitals who have treated the insured and, if deemed necessary, to discuss the conditions as informed to RiskPoint with them. RiskPoint ensure full discretion for any and all information submitted.

4.1.2.2 RiskPoint has the right to demand that you be examined by RiskPoint's physician or by a physician appointed by RiskPoint. In case of death RiskPoint has the right to demand a postmortem examination. In this occasion, RiskPoint will cover all costs for the above mentioned,

4.1.3 expenses for transportation, which has not been arranged by RiskPoint, are maximum covered by the expenses RiskPoint would have had by arranging the equivalent transportation. In any case a maximum amount equal to the value of a "business-class" on scheduled flights is paid,

4.1.4 your rights in accordance to this insurance cannot be mortgaged or transferred without RiskPoint's written consent,

4.1.5 in the case of payments in accordance with this policy, all rights in this respect are assigned to RiskPoint. RiskPoint is entitled to pursue recourse against third party to the extend RiskPoint has paid out compensation or damages. RiskPoint covers the costs in connection with an eventual recourse claim.

5. The insurance does not cover claims, if:

5.1 provoked by the insured by intention or by gross negligence, during self-inflicted intoxication or under the influence of drugs, medication or another euphoria, unless it can be substantiated that the injury has no connection herewith. This exception applies for any coverage under this policy irrespective of the insured's state of mind at the time of the injury,

5.2 pilots and co-pilots when airborne, employees of atomic plants during their business, plus any person during stays offshore,

5.3 claims occurring as a direct or indirect consequence of: strike, lockout, detention, confiscation or other interventions carried out by a public authority,

5.4 claims for damages which are covered by another insurance or by the public Danish health insurance.

5.5 occurring directly or indirectly as a consequence of war or warlike actions, revolt or civil unrest,

5.6 resulting from usage and handling of radioactive material.

6. Cancellation of the Insurance

6.1 after a valid claim has been processed both you and the company are entitled to cancel the insurance within 14 days after the payment of the compensation or after a damage has been rejected as not being entitled to coverage subject to a notice period of one month.

7. Jurisdiction and Applicable Law

7.1 legal proceedings against RiskPoint must be filed with the Copenhagen City Court (Københavns Byret) or with the Eastern High Court (Østre Landsret) in Copenhagen. Legal proceeding shall be executed pursuant to Danish Law.

8. Complaint Board

If there is a disagreement between you and RiskPoint concerning the travel insurance, and you have contacted RiskPoint to share your variance of opinion and this does not lead to a satisfactory result, you are entitled to file a complaint with:

Ankenævnet for Forsikring
Anker Heegaardsgade 2
1572 Copenhagen V
tel. + 45 33 15 89 00 on weekdays between 10.00 am and 13:00

The complaint must be made on a complaints form which can be obtained either from the Ankenævnet for Forsikring, the Forsikringsoplysningen, Philip Heymans Alle 1, 2900 Hellerup, tel. + 45 41 91 91 91 or from RiskPoint.

9. Stamp Duty

Stamp duty equivalent to 1,1% of the premium shall be added to the premium and paid to the Danish Government.

10. Reporting a Claim

If the matter concerns illness, hospitalization or injury, please contact RiskPoint's Emergency Centre (open 24/7 – 365 days a year):

Falck Global Assistance
Sydhavnsgade 18
2450 Copenhagen
DENMARK
Tlf: +45 70 22 90 67

E-mail: riskpoint.fga@falck.com

For any other matter please contact:
RiskPoint A/S, Hammerensgade 4, 1267 København K, tlf: +45 33 38 13 30 or travelexpat@riskpoint.eu (working days from 9:00 – 16:00)

If the contact concerns illness or an accident, physicians are available ready to step in and start a dialogue with the attending medical practitioner.

If you, your employer or relative plan to contact RiskPoint's Emergency Centre by telephone, we suggest the caller spends time before dialing in order to assemble the relevant information like policy number, name and telephone number of the treating facility, diagnosis etc.).

The schedule below explains what to do in case of injury and the necessary documentation to be obtained and produced when compensation is claimed in accordance with the policy.