

# The Swedish State's Insurance for Fee- Paying Students

(FAS)

*Insurance Terms and Conditions, 1 January 2011*

The purpose of this insurance policy is to provide insurance for so-called 'third country students' in basic education or higher education and who shall be required to pay tuition fees for their education starting from the autumn term of 2011. Many of these students are unable to purchase their own insurance during their stay in Sweden.

Tuition fees are to be introduced for first and second cycle education (undergraduate and master's level). Third cycle (doctoral) studies will remain free of charge, also for third country students.

Higher education will remain fully free of charge for Swedish citizens, citizens from EU/EEA countries and citizens of Switzerland.

The difference between FAS insurance and FAS + insurance is that FAS + insurance includes insurance for property.

These terms and conditions enter into force on 1 January 2011.



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# 1. Persons covered and scope

## 1.1 Group insurance

When a university or a college has obtained this insurance as a group insurance, the cover applies to all foreign students who are accepted to, and undertake, higher education at the university or college and who pay term fees for the education. The insurance may also be taken out for students who have been granted scholarships.

### Scope in time and place

The insurance applies during the education period in accordance with the LADOK or equivalent system as well as two weeks prior to the start of studies and two weeks after the end of studies.

The insurance applies twenty-four hours a day in the Schengen region.

### Notes

‘Start of studies’ refers to the start of term, course or time when teaching at the educational institution is started. Introductory courses, language courses and similar preparatory activities arranged by Swedish educational institutions are included in the education period.

‘End of studies’ refers to the end of term or course when the teaching or vocational experience period is concluded. The examination or test period directly connected with the study or vocational period is included in the education period.

### Scope in time and place

The insurance cover applies 24-hours a day in the Schengen region. The lowest invoice amount is SEK 200.

## 1.3 Deductibles

There are no deductibles for this insurance.

# 2. Insurance cover

## 2.1 Medical care and dental care cover

***This section does not apply for:***

*– Citizens of a Nordic country, EU/EEA country, Switzerland, or other country with which a convention regarding medical benefits exists. In these instances the insured person must have an EU card or similar from their home country.*

*– People who pay the same health care fees as people who are 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 **emergency** care in connection with giving birth, miscarriage, or other serious complication prior to the end of the 28th week of pregnancy. With respect to giving birth 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 childbirth are not paid.

The insurance pays for **emergency** dental care up to a maximum of SEK 3,000 per year. Emergency dental care involves relieving the patient of pain and infection, provisional filling of holes and ensuring a functional biting area.

Original copies of receipts must always be provided to confirm payment of medical fees. The insurance only covers medicines prescribed by a doctor.

### **Exception**

The insurance does not cover visits to a doctor for symptoms or illnesses that the insured person had prior to arriving in Sweden. If the insured person's health deteriorates swiftly while in Sweden, the insurance covers medical care until the condition stabilizes even if treatment will continue.

The insurance does not cover additional costs in connection with healthcare. Examples of additional costs include telephone calls, taxi costs, unused tickets, etc. Examples of other measures that are not covered include health check-ups, vaccinations, planned checks during pregnancy and other planned medical or dental checks. Tests for sexually transmitted diseases are not covered as emergency care when there are no symptoms or other indications of infection.

Remuneration is not given for treatment by a chiropractor, naprapath or other practitioner outside the public healthcare system. Chiropractic treatment will be remunerated if prescribed by an authorized doctor.

## Notes

“Emergency medical care or dental care” means the same as *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).

Invoices from, for example, a hospital must always be addressed to the insured person and not to Kammarkollegiet.

### 2.2 Home transport cover

The insurance pays the necessary and reasonable additional costs incurred for transportation to the home country 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. Assessment of whether transport home is necessary shall always be made by the doctor involved in the treatment together with Kammarkollegiet.

Costs for transport home arranged by a party other than Kammarkollegiet will not be reimbursed.

### 2.3 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 as 5 times the statutory base amount. In conjunction with at least 50 per cent medical disability, the amount shall be calculated as 10 times the statutory base amount. Where an accident leads to death within three years, 1 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

**Injury caused by accident** means bodily injury caused by an unintentional and sudden occurrence involving external force against the body. This means the following: Physical injury sustained as a result of an assault is usually deemed as an injury caused by accident. Injuries caused by strain or wear are not included as injuries caused by 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.

Injury caused by chewing or biting are not included as injuries caused by accidents and are not reimbursed in accordance with this section.

Statutory base amount means the statutory base amount in accordance with the National Insurance Act (SFS 2010:110).

### **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.

## **2.4 Liability Cover**

In the event that the insured is subject to a claim in damages due to an event that 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 instances:

1 .	claims in damages against the insured as owner, user, or driver of motor-driven vehicles, boats, or aircraft;
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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.

However, the insurance **does** cover claims in damages from a third party other than the car rental company/car owner, against the traveler as driver of a rented or borrowed car abroad, provided that the claim is not covered by the car's third party liability insurance or other equivalent insurance.

### Notes

Insurance cover is not limited to a claim against the insured person as a private individual. This means that the insurance also covers the insured as a student or when doing work experience.

### 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.

## 2.5 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 claim shall exceed SEK 15,000.

The maximum compensation amount is SEK 200,000.

### 3. 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.

### 4. General terms and conditions

#### 4.1 Other insurance

With the exception of the accident cover pursuant to section 2.3, this insurance only compensates damage or costs to the extent such cannot be compensated by other insurance.

#### 4.2 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 *2.4 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.

#### 4.3 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.

#### **4.4 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.

#### **4.5 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.

#### **4.6 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 event 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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