

## Terms and conditions Camping Key Europe

Valid from June 1, 2021

Insurance provider for this insurance is Europæiske Rejseforsikring, A/S CVR no. 62 94 05 14, through Europeiska ERV Filial (hereinafter Europeiska ERV), org. no. 516410-9208. Supervisory authority is the Danish Finanstilsynet.

### Europeiska ERV

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In the event of a dispute regarding the content and interpretation of these terms, the wording of the English term shall prevail.

### 1. FOR WHOM THE INSURANCE APPLIES

The insurance has been taken out by ANWB Leden – en Kampeerreizen B.V for their customers as holders of a Camping Key Europe Card.

“Card holder” is according to these conditions understood to mean a person who holds a valid Camping Key Europe Card.

“The insured” is understood to mean the card holder and his family members and three (3) accompanying children under 18 years who are not the own children of the insured, accompanying and staying together with the card holder during the holiday trip.

The insurance applies to insured persons with ordinary residence in Europe, Morocco or Turkey.

### 2. WHEN THE INSURANCE APPLIES

The insurance applies during holiday in the camping park area, motor home site area, rental houses area or hotel area in Europe, Turkey or Morocco. Insured that has his ordinary residence outside EU/EEA or Switzerland the insurance does not apply in camping parks in the insured’s country of residence.

Camping park area does also include “motor home site area” for campers, rental cottage/house and hotel.

Camping park area/motor home site area, cottage/house area and hotel is understood to mean to be managed professionally and the area to be well defined.

The insurance cover applies from the moment the insured checks in at the camping park area, cottage/house area, motor home site area or hotel and continues for the rest of the stay. The insurance

cover expires the moment the insured checks out or leave the camping park area, cottage/house area, motor home site area or hotel.

The insurance covers only accidents/damages that occur within the camping park area, cottage/house area, motor home site area or hotel area.

Accidents/damages outside the camping park area, cottage/house area, motor home site area or hotel area are only covered if they occur during a leader-supervised activity organized by the campsite, motor home or hotel.

### Limitations

For compensation according to this insurance a certificate is required from a representative from the camping park area, cottage/house area, motor home site area or hotel together with the claim to the effect that the injury occurred within or during a leader-supervised activity organized by the camping park area, cottage/house area, motor home site area or hotel.

### Exclusions

The insurance does not apply in areas where Ministry of Foreign Affairs in your home country has issued a travel warning.

### 3. EXCESS

The insurance cover applies without excess except for Third party liability. Under section 9 Liability coverage applies with an excess of 5 % of the indemnity, however at a minimum of € 100 for each accident/damage applies.

### GLOSSARY OF TERMS

**Europe:** “Europe” is understood to mean Belarus, Bulgaria, Czech Republic, Hungary, Poland, Republic of Moldova, Romania, Russian Federation, Slovakia, Ukraine, Åland Islands , Channel Islands, Denmark, Estonia, Faeroe Islands, Finland, Guernsey, Iceland, Ireland, Isle of Man, Jersey, Latvia, Lithuania, Norway, Sark, Svalbard and Jan Mayen Islands, Sweden, United Kingdom of Great Britain and Northern Ireland, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Greece, Holy See, Italy, Malta, Montenegro, Portugal, San Marino, Serbia, Slovenia, Spain, The former Yugoslav Republic of Macedonia, Austria, Belgium, France, Germany, Liechtenstein, Luxembourg, Monaco, Netherlands, Switzerland.

**Trip:** A trip involving at least one overnight stay away from the place of domicile.

**Camping park area:** A camping park that is managed professionally. The area includes area managed by the camping site.

**Motor home site area:** An area for motor homes that is managed professionally and for which the card holder has paid a fee to stay at and includes the area managed by the motor home site.

**Rental house/cottage:** A house or cottage that the card holder has rented and paid for to stay at and includes the area managed by the house/cottage owner.

**Area:** Is understood to mean the area of the camping park/motor home site, around the rented cottage/house or hotel.

**Hotel area:** A hotel that is managed professionally and for which the card holder has paid a fee to stay at. The area includes the area managed by the hotel.

**Accident:** Is a bodily injury that the insured sustains involuntarily as a result of a sudden unforeseen external event which means extrinsic violence to the body. The date when such injury manifests itself, will be considered to be the date of the accident.

**Family member:** Family member is understood to mean spouse, cohabit and their own children or grandchildren under 18 years. The card holder's children shall be officially registered as living at the same main address or with the other parent. Cohabit is understood to mean a person with whom the insured cohabit who is equivalent to a spouse and officially registered as living at the same main address.

**Card holder:** A person who holds a valid Camping Key Europe Card.

**Insured:** Card holder and any person who is covered by the insurance of the card holder.

**Co-insured:** Any person who is covered by the same insurance as the insured and who is following the insured on the trip.

**Ordinary residence:** Ordinary residence is understood to mean a place where a person lives permanently for more than 183 days.

**Close relative:** Spouse/cohabit, children, stepchildren, siblings, parents, stepparents, grandparents, parents-in-law, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law. Parents and siblings to cohabit are covered as parents-in-law, brother-in-law and sister-in-law under these conditions.

#### 4. WHAT IS COVERED BY THE INSURANCE

Damage/incident	Maximum amount of compensation Euro (€)
<p><b>Accident insurance</b></p> <p>Care and treatment costs due to accident</p> <p>Dental expenses due to accident</p> <p>Local travel expenses related to care and treatment</p> <p>Additional costs of repatriation</p> <p>Additional costs for the repatriation of the deceased, necessary and reasonable costs alternatively funeral on site</p> <p>Damaged property due to accident</p> <p>Visiting a child in hospital (maximum 6 months) no more than 1 family member</p> <p>Rehabilitation and assistive technology</p> <p>Unused part of camping-/cottage-/motor home or hotel</p>	<p>Necessary and reasonable costs</p> <p>1,000/insured</p> <p>Necessary and reasonable costs</p> <p>Necessary and reasonable costs</p> <p>2,500/insured</p> <p>2,000/insured, 5,000/family</p> <p>200/month</p> <p>7,500/insured</p> <p>2,500/insured</p>
<p><b>Lump sum at accident</b></p> <p><b>Death</b></p> <p>At medical disability 20-49 %: 0-64years From the age of 65</p> <p>At medical disability from 50 % 0-64 years From the age of 65</p>	<p>2,500/insured</p> <p>25,000/insured 10,000/insured</p> <p>50,000/insured 10,000/insured</p>
<p><b>Liability Protection (private individual) -subsidiary</b></p> <p>In case of bodily injury and / or damage</p>	<p>1,800,000/claim</p>
<p><b>Legal expenses</b></p> <p>In case of bodily injury</p>	<p>7,500/claim</p>

## 5. ACCIDENT INSURANCE

### 5.1 When the insurance applies

The insurance covers accidents that occur during the stay within the camping park area. Camping park area does also include "motor home site area" for campers, rental cottage/house and hotel.

### 5.2 What is an accidental injury?

Accidental injury means a bodily injury sustained by the insured involuntarily as a result of a sudden unforeseen external event which means extrinsic violence to the body. Accident includes bodily injury that has occurred through frostbite, heatstroke or sunstroke. The date when such injury manifests itself, will be considered to be the date of the accident.

### 5.3 What is covered by the insurance

The insurance covers accidents that require professional medical treatment and occur within the camping park area, cottage/house area, motor home site area or hotel area. If the accident which requires professional medical treatment occurred outside the camping park area, cottage/house area, motor home site area or hotel area are only covered if they occur during a leader-supervised activity organized by the campsite, motor home or hotel.

Compensation is paid by the insurance for necessary and reasonable costs due to the accident not being covered by other according to law, statute, convention, warranty, rescue subscriptions or agreement. The insurance does not provide compensation if payment has been provided from other insurance.

Clothes and other property normally worn next to the body being damaged due to accident leading to professional medical or dental treatment are compensated under section 7. Additional costs for damaged property.

At accidental injury compensation is paid within 3 years of the accident to the insured who has ordinary residence in EU/EEA or Switzerland and is registered with the national social security system. The insured shall at first hand use the public health care. The aftercare does not apply to persons with ordinary residence outside EU/EEA or Switzerland.

For insured with ordinary residence outside EU/EEA or Switzerland, the insurance does not cover any costs or claims arising from the insured's country of residence.

### 5.4 Limitation

Compensation is paid on the condition that a certificate from a representative from the camping park area, cottage/house area, motor home site area or hotel together with the claim to the effect that the injury occurred within or during a leader-supervised activity organized by the camping park area, cottage/house area, motor home site area or hotel.

## 6. COSTS COVERED BY THE ACCIDENT INSURANCE

### 6.1 Medical costs

The insurance covers necessary and reasonable costs for medical care, medication, treatment and assistive technology prescribed for the healing of the injury.

### 6.2 Acute dental treatment due to accident

The insurance covers necessary and reasonable costs for dental treatment due to accident and done by qualified dental practitioner. Injuries caused by biting and chewing are not regarded as an accident.

For insured with ordinary residence in EU/EEA or Switzerland and registered with the national social security system, dental treatment due to accident which has to be postponed according to the dentist, may be covered if the treatment starts within 3 years and ends within 5 years from the date of the accident. The insured shall at first hand use the public dental care. The aftercare does not apply to persons with ordinary residence outside EU/EEA or Switzerland.

#### 6.2.1 Maximum amount of compensation

The maximum amount of compensation is € 1,000 per insured and claim.

#### 6.2.2 Limitations and security directives

- Costs for dental care exceeding € 500 must be approved by TMP-access prior to treatment.
- The first visit to dentist must be done during the trip.
- All costs must be supported by receipts in original.

If the insured does not follow the given instructions the compensation may be reduced or fully denied.

#### 6.2.3 Exclusion

Dental treatment not resulting from an accident.

### 6.3 Local travel in connection with medical and dental care

If the insured needs to travel to get medical or dental care, compensation will be paid for necessary and reasonable local travel costs to get care and treatment prescribed by medical/dental practitioner for the healing of the injury. Travel with own car will be compensated with € 0.18/km. If the injured person is an insured person under 12 years compensation for necessary local travel costs is also paid to one adult co-insured.

### 6.4 Additional costs for return home

If a qualified medical practitioner at the place of stay requires that the insured person returns home on a date different to that scheduled, compensation is paid for both necessary and reasonable additional costs for the return home or for the extension to the duration of the stay.

Both the need to return home and the way of travelling or the extension of stay must be prescribed by the medical practitioner.

Compensation will also be paid for necessary and reasonable additional costs to a co-insured accompanying the insured to return home.

### 6.5 Unused part of camping fee

The insurance covers also part of the camping site/motor home site hire, cottage hire or costs for the hotel which remains up until the date of the return home due to injury according to 6.4 with a total of € 2,500 per claim. No compensation will be paid for a return trip to the site where the trip was interrupted.

### 6.6 Limitations and security directives to section 6.4 and 6.5

- The extension of stay and the return home must be approved by TMP-access prior to the travel starts.
- The return home must be done with means of transport approved in advance by TMP-access.
- The reason for interruption of the travel or the extension of stay must be certified by a qualified medical practitioner with necessary certificate.
- All costs/expenses must be supported by receipts in original.

If the insured does not follow the given instructions the compensation may be reduced or fully denied.

### 6.7 Repatriation of the deceased

If the insured deceases due to an accident outside the domicile, the insurance compensates for necessary and reasonable costs for repatriation of the deceased alternatively funeral on site. TMP-access also pays costs for such arrangements being necessary for implementation of the transport. Compensation for funeral on site is paid with a maximum amount of € 2,500 per insured.

### 6.8 Visiting a child in hospital

If a child under the age of 18 sustains a claimable accidental injury according to these insurance terms and conditions and has to stay in hospital outside the country of residence, compensation is paid for necessary and reasonable costs for accommodation and travel for one family member when this person visits the child in hospital limited to € 200 per month during a maximum of 6 months.

### 6.9 Limitations and security directives to section 6

Compensation is paid on the condition that a certificate from a representative from the camping park area, cottage/house area, motor home site area or hotel together with the claim to the effect that the injury occurred within or during a leader-supervised activity organized by the camping park area, cottage/house area, motor home site area or hotel.

- All care must be prescribed by treating medical/dental practitioner where the care and treatment is provided to the insured.
- Compensation for costs for phone calls to and from others than TMP-access is limited to € 10 per claim.
- All costs must be supported by receipts, medical certificate, prescription or corresponding certificates in original.
- Treating and certificates rewarding medical/dental practitioner must be qualified and knowable.
- If the costs are expected to exceed € 500, the costs must be approved by TMP-access or by its appointed representative in advance.

If the insured does not follow the given instructions the compensation may be reduced or fully denied.

### 6.10 Exclusions to section 6

Compensation is not paid for costs

- due to accident, decisively caused by the influence of alcohol, other intoxicants, sedative-hypnotics or narcotics
- arising from the country of residence of the insured with ordinary residence outside EU/EEA or Switzerland
- for planned surgery and treatment and possible complications afterwards
- due to preventive health care, vaccinations, pregnancy check-up, routine dental care or orthodontics
- due to suicide or attempted suicide
- for return home or other travel only due to the fear of infection from the insured if the insured by medical practitioner has been advised against travelling
- resulting from loss of earnings
- due to an accident that has occurred due to physical work performed as part of a trade or profession
- for which compensation is available from other sources in accordance with a law, other statute, convention or liability for damages
- if compensation has been paid from other insurance
- due to injury the insured sustains while taking part in sports, training, pre-advertised sporting, adventure, expedition-like or other hazardous activity not being regarded as exercise or leisure of normal range or intensity. Examples of hazardous activity are:
  - motor sport (speed competitions)
  - deep sea diving (deeper than 30 m)
  - sports including kicks and punches
  - mountain, rock, ice or glacier climbing
  - white water rafting.

## 7. ADDITIONAL COSTS FOR DAMAGED PROPERTY

### 7.1 What is covered by the insurance

Compensation is paid for clothes and other property normally worn next to the body being damaged due to accident being covered under these terms and conditions.

### 7.2 Maximum amount of compensation

Compensation for damaged property or costs of repair is paid at a maximum of € 2,000 per insured and claim, a maximum of € 5,000 per family and claim.

Money and travel documents are compensated at a maximum of € 100 per person or € 300 per family. Mobile phone, personal digital assistant and sunglasses are compensated at a maximum of € 100 per insured and claim.

### 7.3 Limitations and security directives

Compensation is paid on the condition that a certificate from a representative from the camping park area, cottage/house area, motor home site area or hotel together with the claim to the effect that the injury occurred within or during a leader-supervised activity organized by the camping park area, cottage/house area, motor home site area or hotel.

The insured must itemize the claim due to damage. At a loss, the insured must verify the value of the property and prove the ownership of the property. Certificate, certificate from the treating medical/dental practitioner, receipts etc. may be necessary from the insured depending on the claim.

If the insured does not follow the given instructions the compensation may be reduced or fully denied.

### 7.4 Exclusion

#### The insurance does not cover

- stamps, currency of value to collectors, manuscripts, drawings or valuable documents
- animals
- motor vehicles, caravans or other towed vehicles, including equipment or accessories
- boats or similar "floating means of transport" (with the exception of windsurfing boards)
- aeroplanes or other "aircrafts" accessories to these. The insurance does not cover parts or equipment to above mentioned vehicles or crafts.

#### Compensation is not paid for

- superficial damages like dents, scratches or likewise without affecting the usefulness
- costs arising in the country of residence of the insured with ordinary residence outside EU/EEA or Switzerland
- costs for which compensation is available from other sources in accordance with a law, other statute, convention or liability for damages
- if compensation has been provided from other insurance.

## 7.5 Terms of valuation and compensation

### 7.5.1 Terms of compensation

Depending of the circumstances of the specific claim, compensation may be paid as cash compensation according to the terms of valuation for new or used property or costs of repair. TMP-access decides the way of compensation and where a purchase or repair shall be done.

### 7.5.2 Terms of valuation

Compensation is paid for a pure economic loss, equivalent to the replacement price by the time of the insurance case. This means that when the property is damaged or lost the compensation depends on the age, wear and tear, modernity and usefulness.

As a pure economic loss the following is not valued:

- sentimental value
- loss of earnings
- value of own work that has gone into photos, motion pictures, tape recordings, software, models or similar or the value of own work after the damage.

### 7.5.3 Schedule of valuation

The age deduction is calculated from the date of purchase in % of the purchase price. The deduction is not exceeding 60 % if the property was in working condition by the time of damage.

Property	1 year	2 year	3 year	4 year
Spectacles	0 %	20 %	40 %	60 %
Bicycle	0 %	20 %	40 %	60 %
Clothes and other property	0 %	20 %	40 %	60 %
Watches < € 500	0 %	20 %	40 %	60 %
Watches > € 500	Valued at market price			
Skins/furs > € 1,000	Valued at market price			
Gold/jewellery	Valued at market price			
Photo-/tape recordings	Compensated with replacement costs of raw material			
Video/video recorder Radio/camera/ Accessories to computers	Property older than 6 months is compensated with 50 %. After that deduction with 10 %/year and maximum 60 %.			

## 8. DISABILITY BENEFIT AND COMPENSATION IN THE EVENT OF DEATH

### 8.1 What is covered by the insurance

Compensation is paid for medical disability and death due to accident that occurred during the stay at the campsite.

### 8.2 Compensation in the event of death

At accidental injury occurring during the time of insurance and leading to death within 3 years from the time of damage, a lump sum is paid (in

this order) to the insured spouse, cohabit and children or if there are no such beneficiaries to legal heirs unless TMP-access has been notified otherwise in written.

Compensation is paid with the insurance amount for the event of death with € 2,500 per insured.

If a lump sum has been paid for medical disability from this insurance, the death benefit is deducted with the disability compensation.

### 8.3 Medical disability benefit

Medical disability means a condition when there after the acute illness is a lasting future reduction in the physical function without taken into account the occupation of the insured, working conditions or hobbies. The degree of disability shall be determined on the basis of the injuries and symptoms caused by the accident and which can be objectively identified. Medical disability also includes loss of internal organs.

For benefit to be paid, the degree of disability must be at least 20 % or more and paid as a lump sum amount equal to that part corresponding to the degree of disability. The benefit is paid to the insured. Where the same accident causes injury to several parts of the body, compensation will be paid on the basis of a calculated degree of disability of a maximum of 99 %. Benefit is paid as a lump sum amount equal to that part corresponding to the degree of disability

Entitlement to disability compensation shall exist as soon as the definitive degree of disability has been established, after at least one year has elapsed since the accident. The compensation is based on the lump sum of the insurance valid at the time of damage.

Has the degree of disability been established and the amount of compensation is higher than the compensation in the event of death, the compensation in the event of death is paid as the difference between the compensation in the event of death and the decided benefit of disability.

#### *At medical disability 20-49 %*

Benefit is paid at degree of disability being 20-49 % and as a lump sum amount equal to that part corresponding to the degree of disability.

- For insured 0-64 years the lump sum at degree of disability being 20-49 %, maximum € 25,000 per insured.
- For insured from 65 years the lump sum at degree of disability being 20-49 %, maximum € 10,000 per insured.

#### *At medical disability from 50 %*

Benefit is paid at degree of disability being 50 % or more and as a lump sum amount equal to that part corresponding to the degree of disability.

- For insured 0-64 years the lump sum at degree of disability being 50 % or more maximum € 50,000 per insured.

- For insured from 65 years the lump sum at degree of disability being 50 % or more maximum € 10,000 per insured.

### 8.4 Entitlement to lump sum

- The insured has the right to disability a lump sum if the accidental injury within 3 years causes disability and at least 12 months have elapsed since the accident.
- As soon as the definitive degree of disability has been established, the disability lump sum is been paid.
- Establishing of the definitive degree of disability shall be done if possible within 3 years from the accident but can be postponed as long as it is necessary according to medical experience or according to the possibility of rehabilitation.
- The insured has the right to compensation if the treatment is fully completed and the definitive degree of disability has been established before 12 months have elapsed since the accident.
- When the insured dies after the entitlement to disability compensation comes into effect, the amount corresponding to the covered medical disability which was in place before death shall be paid. When the insured dies before the entitlement to disability compensation comes into effect, no disability compensation shall be paid.

### 8.5 Rehabilitation and assistive technology for the healing of the injury

#### 8.5.1 What the insurance covers

Over and above the disability lump sum being paid and where the degree of disability has been established to at least 20 %, compensation is paid during no more than 3 years for assistive technology, domestic help and other means in order to alleviate the condition of disability and where compensation is not available from other sources in accordance with a law, other statute or in case that another insurance already has reimbursed the damage. Assistive technology, domestic help and other means must be prescribed by a medical practitioner. In order for compensation to be paid the insured must have ordinary residence within the EU/EEA or Switzerland and registered with the national social security system.

The aftercare does not apply to persons with ordinary residence outside EU/EEA or Switzerland.

The maximum amount of compensation is € 7,500 per claim.

### 8.6 Limitation to section 8

For compensation a certificate is required from a representative from the camping park area, cottage/house area, motor home site area or hotel together with the claim to the effect that the injury occurred within or during a leader-supervised activity organized by the camping park area, cottage/house area, motor home site area or hotel.

The costs must be approved by TMP-access or by its appointed representative in advance.

### 8.7 Exclusion to section 8

The following is no compensation paid for

- Injury resulting from infection with bacteria, virus or other contagion.
- Injury where it may be supposed that the event causing the injury was a result of the injured being severe mentally ill or under the influence of alcohol, other intoxicants, sleeping medication or narcotics.
- Costs arising from the country of residence of the insured with ordinary residence outside EU/EEA or Switzerland.
- Suicide or attempted suicide, criminal act or participation in a fight which cannot be interpreted as self-defense.
- Injury due to physical work performed as part of trade or profession.
- Injury resulting from the insured having deliberately exposed himself to an evident risk of injury.
- Costs for which compensation is available from other sources in accordance with a law, statute, convention, liability for damages.
- If expenses has been reimbursed from other insurance.
- Accidental injury the insured sustains while taking part in sports, training, pre-advertised sporting, adventure, expedition or other hazardous activity not being regarded as exercise or leisure of normal range or intensity. Examples of hazardous activity are:
  - motor sport (speed competitions)
  - deep sea diving (deeper than 30 m)
  - sports including kicks and punches
  - mountain, rock, ice or glacier climbing

## 9. LIABILITY COVERAGE (private individual)

### 9.1 What is covered by the insurance

The liability protection is subsidiary and applies only if the insured does not have his own personal liability insurance.

The liability protection applies for insured in a travelling capacity as a private individual. The liability protection applies when someone hold the insured liable to pay damages for bodily injury or damage to property the insured caused someone during the stay at a camping park/-motor home site area, area around rented house or hotel. The liability protection also applies for economic loss directly due to compensable bodily injury and property damage.

#### 9.1.1 Limitation

In order to activate the liability coverage, a certificate is required from a representative from the camping park area, cottage/house area, motor home site area or hotel together with the claim to the effect that the injury occurred within or during a

leader-supervised activity organized by the camping park area, cottage/house area, motor home site area or hotel.

### 9.2 Commitment of the insurer

If the insured is held liable to pay for a damage that may be covered by the insurance

- TMP-access investigate whether third party liability exists for the insured.
- TMP-access negotiate with the party claiming damages.
- TMP-access represent the insured in court proceedings and will then also be responsible for the legal costs involved.
- TMP-access pays the damages the insured is held liable to pay.

### 9.3 Maximum amount of compensation

The maximum amount of compensation is

€ 1,800,000 per claim even if more than one person covered by the insurance is liable to pay damages. This amount also applies to more than one damage caused by the same reason and at the same event. Where the insured's own personal liability insurance has a limit (maximum compensation) less than € 1,800,000 the insurance covers the difference between the insured's personal liability insurance maximum limit and € 1,800,000 if the insured's insurance company has paid the maximum compensation to the insured.

The insurance cover applies with an excess of € 100.

### 9.4 Claim of third party liability

A damage that might lead to claim of compensation towards the insurer must be notified as soon as possible to TMP-access.

If a claim of liability has been forwarded towards the insured, the claim of compensation must be forwarded to TMP-access immediately thereafter.

### 9.5 Obligation to disclose information

The insured has the obligation to disclose documents and other information that might be relevant for the claims handling to TMP-access without delay. If the insured fraudulently states, conceals or hides something being of importance for the claims handling, the insurance does not apply.

### 9.6 Measures of rescue

The insured shall by ability immediately avert the damage or limit the damage already happened.

This means, among other things, that:

- the insured is obliged to limit the effects of the event that could lead to third party liability
- the insured shall be part of preserving the right of recovery towards third party
- the safety regulations notified by TMP-access are followed.



### 9.7 Interest

The insurance does not pay interest as a consequence of delay by the insured to fulfill the terms and conditions of this insurance.

### 9.8 Summons

If the insured without authorization of TMP-access admit his liability to damages, approve the amount of damages or pays the damages, this will not be binding for the insurer.

If there will be a court proceeding, the insured must as soon as possible notify TMP-access and follow the given instructions, otherwise the court sentence will not be binding for the insurer.

### 9.9 Exclusion

For insured with ordinary residence outside EU/EEA or Switzerland, the insurance does not cover costs or claims arising from the country of residence of the insured.

#### The liability protection does not apply to:

- pure financial loss, economic damage caused without any connection to bodily injury or property damage
- damage the insured accept liability to beyond applicable tort law
- liability claims or costs arising from outside EU/EEA or Switzerland
- damage that the insured has inflicted on a close relative
- damage that the insured has inflicted on someone being covered under the same insurance
- damage connected to the insured's exercise of a trade or profession, official duties or other gainful occupation
- damage to property that the insured has acquired, rented or borrowed, or has any connection with other than in a purely temporary manner
- damage for which the insured may be held liable as owner of a property or apartment or as a holder of a leasehold
- damage for which the insured may be held liable as owner, user or driver of
  - a) motor vehicle when the damage is caused by the vehicle being in traffic. **Note:** The exclusion does not apply to electric wheelchair
  - b) steam-, motor- or sailing boat, watercraft, hovercraft or hydrocopter
  - c) aircraft, hot air balloons, paragliding, wind glider, hang glider or similar craft.
- damage caused by the insured performing a wilful misconduct or gross negligence being punishable under the law
- damage the insured caused while exercising his profession or official duties or other economic activities
- nuclear damage the insured may be held liable for according to nuclear liability act or equivalent foreign law
- damage directly or indirectly caused by or in connection to war, warlike events, civil war, revolution, insurrection or riots

- costs for which compensation is available from other sources in accordance with a law, other statute, convention, insurance or liability for damages.
- costs caused by ship or aircraft has to change roadmap due to damage of the insured.

## 10. LEGAL EXPENSES COVERAGE

### 10.1 What is covered by the insurance

The insurance applies for the insured as a private individual for disputes arising during the time for insurance coverage.

The insurance applies only for disputes which are resolved within EU/EEA or Switzerland.

The insurance applies for disputes which may be resolved at a district court or equivalent court/board or which, after having been resolved in such a court, may be resolved by the court of appeal or the Swedish Supreme Court or equivalent court/courts in the country where the defendant has his ordinary residence.

### 10.2 Maximum amount of compensation

The maximum amount of compensation at each claim/dispute is € 7,500 per claim.

If more than one dispute arises, these shall be deemed to be a single dispute if:

- the insured and any other insured person are on the same side of a dispute
- more than one dispute are based on the same event
- claims refer to essentially the same event or circumstances.

### 10.3 Excluded disputes

The insurance does not apply to disputes

- that are connected to exercising profession or official duties or other gainful occupation
- related to family law
- that concern financial measures which are of an unusual nature or extent for a private individual
- that concern personal financial guarantee
- that concern claim or demand transferred to the insured
- that concern the insured in the capacity of owner, user or driver of motor vehicle, caravan or other trailer, aircraft, steam boat, motor boat, sail boat or water scooter
- that concern damages or other claim due to an act carried out by the insured and given rise to suspicion of or prosecution for a criminal offence requiring intent for criminality
- if the insured does not show legitimate interest in having the case resolved.

### 10.4 Costs covered by legal expenses

Compensation is paid for necessary and reasonable legal representation and legal costs as a consequence of dispute and for which the insured cannot get paid from public funds or the opposite party.

The insured may get compensation for costs listed below if they are necessary, reasonable and justified in respect of the nature of the dispute.

Compensation is payable for

- Costs for the insured's legal representative's fee and costs. The fee is paid for reasonable time taken.
- Costs for investigation prior to legal proceedings, provided that the investigation is ordered by the insured's legal representative.
- Legal costs the insured has been ordered to pay to the opposite party or the state after the court or arbitration has resolved the dispute.
- Legal costs the insured has undertaken to pay to the opposite party in the event of settlement during legal proceedings if it is evident that the court would have ordered the insured to pay the legal costs with a higher amount if the dispute had been resolved.
- Costs for evidence in court or arbitration proceedings.
- Administration fees in court.

### 10.5 Limitation

In order for the insurance to apply the insured must be represented by a legal representative in the dispute. The legal representative must be suitable in respect of the insured's place of residence, the place where the dispute is being resolved as well as the nature and scope of the dispute. In case of the dispute to be heard abroad the legal representative must be approved by TMP-access.

If compensation has been paid according to above, the insurer assumes the right of the insured to claim compensation from the opposite party, state or other. The insured must assist in preserving any right of recourse.

If the court has examined the legal representative's fee in the case, the insurance will pay no more than the fee determined by the court.

In order to activate the legal expenses coverage a certificate is required from a representative from the camping park area, cottage/house area, motor home site area or hotel together with the claim to the effect that the damage occurred within or during a leader-supervised activity organized by the camping park area, cottage/house area, motor home site area or hotel.

### 10.6 Exclusions

Compensation is not paid for costs associated with criminal cases or costs for disputes only to be resolved in administrative courts. If the insured has been awarded compensation as damages that are also to cover costs of lawyer, the insurance does not cover these costs.

Compensation is not paid for costs for which compensation is available from other sources in accordance with a law, other statute, convention or liability for damages.

### Furthermore compensation is not paid for

- Own work, loss of income, travel and living expenses or any other expenses incurred by the insured or any other insured person.
- Execution of judgment, decisions or agreements.
- Costs that refers to family law
- Additional costs that arise if the insured engages more than one legal representative or changes legal representative.
- Costs for arbitrators.

## 11. GENERAL TERMS

### 11.1 Rescue obligation

When an insurance incident occurs or imminently threatens to occur the insured must take action by ability to prevent or reduce the damage and if someone else is liable for damages, to preserve the right the insurer may have against that party.

If the insured willfully neglected his obligations according to first paragraph, the compensation may be reduced concerning the insured based on what is reasonable taking in consideration the circumstances of the insured and other circumstances.

The same applies if the insured has neglected his obligations knowing that this means a significant risk of damage incurring or otherwise by showing gross negligence.

### 11.2 Payment of compensation

Compensation is to be paid no later than one month from when the insured reported the event and provided the information necessary for handling the claim. If the insured is entitled to a certain amount, this should be paid as soon as possible. The amount is to be adjusted accordingly to the final compensation.

Compensation for property being repaired or replaced is paid when the insured shows that the property has been repaired or replaced.

### 11.3 Reduction of compensation at damage

If the insured willfully causes the insurance event, no compensation is paid from the insurance concerning the insured. The same applies in so far the insured willfully has worsened the consequences of an insurance event. If the insured through gross negligence has caused an insurance event or worsened its consequences, the compensation may be reduced concerning the insured based on what is reasonable taking in consideration the circumstances of the insured and other circumstances.

The same applies if the insured otherwise must be presumed to have acted knowing that this means a significant risk of a damage incurring.

#### **11.4 Safety directives**

If the insured at the insurance event has neglected to follow a safety regulation according to the insurance conditions or an act the conditions refer to, the compensation from the insurance may be reduced concerning the insured based on what is reasonable taking in consideration the connection of the consequence and the incurred damage, the intent or the negligence that has been and the other consequences.

Safety regulation means a regulation about specific way of acting or arrangements meant to prevent or limit damage or certain qualifications of the insured or his employee or other assistant.

#### **11.5 When reduction is not to be done**

Compensation is not reduced according to this section due to

1. the negligence is being minor,
2. acting by someone being severe mentally disturbed or under the age of twelve years, or
3. acting meant to prevent damage on person or property in an emergency when the action was justifiable.

The regulations of reduction do not apply to the liability insurance for damage caused or worsened through gross negligence or by violation of the rules of safety regulations and rescue obligation concerning the damaged person.

#### **11.6 Terms at other specific cases**

##### **11.6.1 Aviation accident**

In the event of an accident during a flight, compensation is only paid if the insured was a passenger on an aircraft of designated nationality. Passenger is considered to be only such person on board who do not have or perform a task related to the flight.

##### **11.6.2 War damages**

The insurance does not apply to damage connected to war, warlike events, civil war, revolution, insurrection or riots. The insurance applies however if the insured is staying in the affected area at the time for the outbreak and the damage occurs within 14 days from the outbreak of the disturbances. The insured is not allowed to participate in the warlike events or act as a reporter or similar.

##### **11.6.3 Damage to or loss of property due to war damage**

Compensation for damage to or loss of property is paid with up to half of the current maximum amount. The same limitation applies if the property of the insured is confiscated, left behind or lost at evacuation or detention.

##### **11.6.4 Nuclear damages**

Compensation is not paid if the damage is caused directly or indirectly by nuclear process (nuclear reaction, e.g. nuclear fission, nuclear fusion or radioactive disintegration

#### **11.7 Limitation period**

Any person who wishes to claim insurance compensation or other insurance protection must initiate action within 10 years from the date the condition according to the insurance terms entitles to such protection takes effect. If the action is not initiated within this time limit entitlement to compensation is lost.

If the person who wishes insurance protection has submitted the claim to the insurance company within the time limit as specified in the first section, the time limit is at least six months to initiate action from the date when TMP-access declared that it has passed a final decision regarding compensation.

#### **11.8 Force majeure**

The insurance does not apply to loss that may occur if the claims investigation, repairs or payment of compensation is delayed due to war, warlike events, civil war, revolution, insurrection or riots or due to natural disaster, actions by public authorities, strikes, lockout, blockade or similar actions.

#### **11.9 General exclusion**

Compensation is not paid for costs for which compensation is available from other sources in accordance with a law, other statute, convention or liability for damages.

The insurance does not apply to damage due to illegal action by the insured, the insured's beneficiary or legal heir.

Insurance protection, obligation to pay compensation or provide a benefit or service shall only be granted insofar and as long as it is not in conflict with economic, trading or financial sanctions or embargo decided by European Union or Sweden being directly applicable to the parties of the agreement.

This shall also apply to economic, trading or financial sanctions or embargo adopted by USA in-sofar it is not in conflict with European or Swedish law.

#### **11.10 Double insurance and recovery**

If the same interests have been insured against the same risk with several insurance companies, each insurance company is liable to the insured as if that company alone has provided the insurance. However, the insured is not entitled to higher compensation in total from the companies than is equivalent to the damage. If the total of the liability amounts exceeds the damage, the liability is divided between the insurance companies in proportion to the amount of their liability.

The insurance company assumes the right to recover compensation that has been paid from whoever is responsible for the damage, to the extent that compensation has been paid.

### 11.11 Right of recourse

The insurance company assumes the insured's right to claim damages due to the damage, insofar this is covered by the insurance and has been compensated by the company.

### 11.12 Applicable law and court of competent jurisdiction

Swedish law shall apply to this insurance contract.

Disputes regarding this insurance contract or these insurance conditions shall be resolved by Swedish court. This also applies to damage occurred abroad.

### 11.13 Other legislation

The insurance is governed by Swedish law and jurisdiction. In addition to the insurance conditions the provisions of the Swedish Insurance Contracts Act SFS 2005:104 (FAL) apply.

### 11.14 Personal data processing and disclosure of information

Europeiska ERV values your privacy. We will only use your personal data for the purposes for which you give it to us. We will retain your data for the duration required by our operational purposes.

Europeiska ERV will only disclose your personal data to other organizations where we have your permission to do so, or where we are required to do so by regulation. 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 Europeiska ERV 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.

The address is:  
Europeiska ERV, Dataskyddsombudet, Box 1,  
172 13 Sundbyberg, Sweden.

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

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

## 12. APPLICATION FOR COMPENSATION

### Action in the event of damage

Any damage that occurs during the stay at the campsite must be reported to the reception of the campsite as soon as possible. A claim form may be ordered there.

### The claim form should be sent to:

TMP-access Claims Department  
TMP-access AB  
Sveavägen 159  
SE-113 46 Stockholm, Sweden  
Telephone: +46 (0) 8 - 540 804 40  
Email: [skadeavdelning@tmp-access.se](mailto:skadeavdelning@tmp-access.se)

All notifications of claims must be itemized and the documents needed to settle the claim such as purchase receipts or medical certificates etc. must accompany the claim form. The claim form must also contain an exhaustive report of the circumstances under which the damage occurred.

If there is any other insurance applicable for the same damage, details of this insurance must be included with the claim form. Any damaged items must be kept so they may be inspected.

If these rules and other instructions issued in connection with claims handling are not followed, the compensation for the damage may be reduced according to the rules prevailing in the industry.

### In case of emergency

In case of accident or other events where immediate help is requested, contact Europeiska ERV's assistance company Europeiska ERV Alarm +46 (0) 770-456 899.

### Dispute regarding the value of the claim

For a claim related to personal property, the terms of valuation presented in these conditions shall apply at firsthand. In the event that the value is disputed, a certificate shall be sought from a valuer. The valuer shall be authorized by Swedish Chamber of Commerce or similar European organization. The cost of such a valuation to the insured will be € 50 plus 10 % of any excess amount but not to exceed half of the valuer's fee. If the valuer arrives to a higher amount than that decided by TMP-access, the full cost of valuation will be paid.

## ADVISORY AND REVIEW SERVICES OUTSIDE TMP-ACCESS

If you are not satisfied with the compensation, you should initially request a review from whoever settled your claim. There may perhaps be some misunderstanding or new circumstances may have arisen. If you still are unsatisfied the adjuster shall review your case. In any other cases there are below options.

## **The National Board for Consumers Complaints**

### **The Swedish Consumers' Insurance Bureau**

*(Konsumenternas försäkringsbyrå)*

The Bureau is run jointly by the insurance companies, the Swedish Financial Supervisory Authority (*Finansinspektionen*) and the Swedish Consumer Agency (*Konsumentverket*). The function of the Bureau is to provide advisory services and assistance, free of charge, concerning different insurance matters to private individuals (consumers), and to certain persons in trade and industry.

Address: Box 24215 (Karlavägen 108),  
SE-104 51 STOCKHOLM, Sweden,  
Telephone: +46 (0) 200-22 58 00.

### **The Personal Insurance Board**

*(Personförsäkringsnämnden)*

This board will, in its capacity as a consumer advisory board, provide statements of expert opinion at the request of the policyholder in disputes between the policyholder and the insurance company in respect of health-, accident- and life insurance.

Address: Box 24067 (Karlavägen 108),  
SE-104 50 Stockholm, Sweden  
Telephone: +46 (0) 8-522 787 20

### **The Board for Bodily Injury Liability Insurance**

Review claims handling questions regarding compensation due to bodily injury within liability insurance and other insurance not being motor insurance.

Address: Box 24067 (Karlavägen 108),  
SE-104 50 Stockholm, Sweden,  
Telephone +46 (0) 8-522 787 20

### **The National Board for Consumer**

*(Allmänna reklamationsnämnden, ARN)*

The Board reviews complaints from private individuals, including matters relating to insurance.

Such reviews are free of charge.

Address: Box 174,  
SE-101 23 STOCKHOLM, Sweden  
Telephone: +46 (0) 8-508 860 00

### **Court of law**

Even if your case has been reviewed by any of the aforementioned boards, you may approach a court of law. Assistance costs connected with a court hearing can be obtained through:

- State legal aid which can provide a means-test contribution to litigation costs.
- The majority of homeowner's comprehensive policies include a legal expenses clause that the policyholder can use in case of disputes which can be referred to a court.