



Clauses no. 1.0 of the Danish Agency for Higher Education regarding insurance coverage for higher education students and vocational education and training trainees sent out through the EU programme Erasmus+

16 March 2016

**Danish Agency for Higher
Education**

The purpose of these insurance clauses is to ensure that higher education students and vocational education and training trainees ("participants") and the sending institution comply with the obligations adopted by the European Commission regarding insurance coverage for participants sent out through the EU programme Erasmus+. The insurance clauses can therefore be used by all participants of the EU programme Erasmus+.

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The insurance clauses constitute an addendum to [policy number]. [Company] hereby declares that the insurance agreement, irrespective of the provisions thereof, will as a minimum provide cover on the following terms and conditions:

1 ACCIDENT INSURANCE

1.A Industrial injury insurance

1.A.1 Coverage

1.A.1.1 Irrespective of the provisions of the insurance agreement, the insurance shall as a minimum provide cover for industrial injuries as follows:

- loss of earning capacity,
- expenses for medical treatment, rehabilitation and assistive devices, etc.,
- permanent injury (disability),
- transitional amount in the event of death,
- loss of dependency, and
- compensation to survivors.

1.A.1.2 Irrespective of the provisions of the insurance agreement, coverage shall be provided on a strict liability basis and shall not be made conditional upon a liable offender or an established actionable offence.

1.A.1.3 Irrespective of the provisions of the insurance agreement, no reservations shall be made in respect of exemption of liability or limitations in coverage beyond what is specified in the Workers' Compensation Act (*arbejdsskadesikringsloven*), including ss.13 and 14 of that Act.

1.A.2 Industrial injury

1.A.2.1 An industrial injury accident shall be understood to mean a personal injury resulting from the commercial, studying or work relationship, etc., set out in the policy or the conditions in which it was conducted, see ss.6 and 7, cf. s.5, of the Workers' Compensation Act.

1.A.3 Insurance period

1.A.3.1 Irrespective of the provisions of the insurance agreement, the insurance shall cover claims arising from an industrial injury caused while the insurance agreement was in force, subject to clause 1.A.11 regarding deadline for notification and time limitation.

1.A.4 Loss of earning capacity

1.A.4.1 Where the industrial injury has reduced the injured person's capacity to generate an income from work, the person concerned shall be entitled to compensation for loss of earning capacity.

1.A.4.2 The loss of earning capacity compensation shall be determined and paid in the amount and on the conditions following from the insurance agreement, however not less than an amount calculated in accordance with and on the terms and conditions following from the Workers' Compensation Act, including ss.17 and 17a of that Act with references.

1.A.5 Expenses for medical treatment, rehabilitation and assistive devices, etc.

- 1.A.5.1 While an industrial injury claim is being processed, the insured shall be entitled to compensation for expenses for medical treatment, rehabilitation and assistive devices, etc.
- 1.A.5.2 Where an industrial injury has occurred, the insured shall furthermore be entitled to compensation for future medical expenses.
- 1.A.5.3 The compensation for expenses for medical treatment, rehabilitation and assistive devices, etc., shall be determined in the amount and on the conditions following from the insurance agreement, however not less than an amount calculated in accordance with and on the terms and conditions following from s.15 of the Workers' Compensation Act with references.

1.A.6 Permanent injury (disability compensation)

- 1.A.6.1 Where an industrial injury has caused permanent injury of at least 5 per cent, the insured shall be entitled to compensation.
- 1.A.6.2 The degree of permanent injury shall be a medical assessment of the daily inconvenience in the personal lifestyle caused by the industrial injury and shall be determined according to the permanent injury rating list in force at any time of the National Board of Industrial Injuries (*Arbejdsskadestyrelsen*).
- 1.A.6.3 The disability compensation shall amount to the percentage rate of the insurance sum equivalent to the percentage rate of the degree of permanent injury, however not less than an amount calculated in accordance with and on the terms and conditions following from the Workers' Compensation Act, including s.18(2)-(5) of that Act with references.

1.A.7 Transitional amount in the event of death

- 1.A.7.1 Where an industrial injury has resulted in death, the surviving spouse or another survivor shall be entitled to a transitional amount of the size and on the conditions following from the insurance agreement, however not less than an amount calculated in accordance with and on the terms and conditions following from the Workers' Compensation Act, including s.19 of that Act with references.

1.A.8 Loss of dependency

- 1.A.8.1 The person entitled to a transitional amount and who on the death of the insured has lost a provider, or whose maintenance conditions have otherwise deteriorated on the death of the insured, shall be entitled to compensation in respect thereof.
- 1.A.8.2 The compensation for loss of dependency shall be determined in the amount and on the conditions following from the insurance agreement, however not less than an amount calculated in accordance with and on the terms and conditions following from the Workers' Compensation Act, including ss.20-22 of that Act with references.

1.A.9 Compensation to survivors

- 1.A.9.1 Where the death was caused intentionally or through gross negligence, special compensation may be awarded to such survivors as were particularly close to the deceased.
- 1.A.9.2 In the assessment of whether compensation is to be paid and the amount thereof, particular regard shall be had to the character of the offender's act and the suffering or offence which must be deemed to have been caused to the survivor(s).
- 1.A.9.3 The question as to whether the conditions for paying compensation have been complied with and the amount to be paid shall be decided in accordance with precedents regarding s.23 of the Workers' Compensation Act and s.26 a of the Danish Liability and Compensation Act (*erstatningsansvarsloven*).

1.A.10 Advisory opinion from the National Board of Industrial Injuries

- 1.A.10.1 Where the parties disagree about the insured's loss of earning capacity or permanent injury, the company shall be obliged at its own expense to obtain an advisory opinion from the National Board of Industrial Injuries about the insured's loss of earning capacity, permanent injury and the amount of the compensation pursuant to the Workers' Compensation Act, see s.81 of the Workers' Compensation Act and s.10 of the Danish Liability and Compensation Act.

1.A.11 Notification of claims and time limitation

- 1.A.11.1 The deadline for notification of an industrial injury claim follows from the insurance agreement, however it shall not be shorter than what follows from the provisions of s.36(1), first sentence of the Workers' Compensation Act.
- 1.A.11.2 Irrespective of the provisions of the insurance agreement, the deadline for notification of a claim shall be disregarded when it has been substantiated that the insured was subject to an industrial injury and the insured or the insured's survivors are entitled to compensation as a result of the industrial injury, see s.36(1), second sentence of the Workers' Compensation Act.
- 1.A.11.3 Irrespective of the provisions of the insurance agreement, any claims for compensation in connection with an industrial injury shall not be time-barred sooner than the time following from s.36(2)-(3) of the Workers' Compensation Act.
- 1.A.11.4 Where a potential industrial injury has been notified to the company, claims for compensation in connection with that industrial injury shall not be time-barred, irrespective of the provisions of the insurance agreement, sooner than 3 years after the company or the authorised representative of the company has submitted its decision.

1.A.12 Resumption

- 1.A.12.1 At the request of the insured or the survivors, any decision to the effect that an injury is not covered by the insurance, irrespective of the provisions of the insurance agreement, may be resumed within a deadline of 5 years from the date of the decision. This shall also apply to claims which have been rejected due to late notification.

- 1.A.12.2 Where the company has informed that a disease claimed is not covered by the Workers' Compensation Act and thus not covered by the insurance, and where the disease is subsequently admitted to the list mentioned in s.7(1)(i) of the Workers' Compensation Act, the claim may be resumed even if more than 5 years have elapsed since the decision of the company.
- 1.A.12.3 Upon the request of the insured, the issues regarding expenses for medical treatment, rehabilitation and assistive devices, etc., loss of earning capacity and permanent injury, irrespective of the provisions of the insurance agreement, may be resumed within a deadline of 5 years from the initial decision if substantial changes have occurred to the conditions relied upon in the decision. The deadline for resumption may be extended within the expiry of the 5-year deadline. In exceptional circumstances, the deadlines shall be disregarded.
- 1.A.12.4 Where a survivor is not deemed to be entitled to compensation pursuant to clause 1.A.7.1, the survivor in question may request, within a deadline of 5 years from receipt of the rejection, that the issue of compensation be resumed. Similarly, a survivor who has been awarded compensation pursuant to clause 1.A.7.1 may request, within a deadline of 5 years from the expiry of the payments, that the issue of compensation be resumed for the purposes of award of further, fixed-term current payments.

1.B Full-time accident insurance

1.B.1 Minimum coverage

- 1.B.1.1 Irrespective of the provisions of the insurance agreement, the insurance shall at least provide cover on the terms following from the Circular of the Agency for the Modernisation of Public Administration (*Moderniseringsstyrelsen*) regarding business travel insurance and the insurance terms provided with the Circular regarding accident insurance for government employees.

2 LIABILITY INSURANCE

2.A Professional liability

2.A.1 Minimum coverage

2.A.1.1 Irrespective of the provisions of the insurance agreement, the insurance shall as a minimum cover the property damage and personal injury caused while performing the contractual, study, business or work relationship stated in the policy for which the insured is responsible or liable.

2.A.1.2 Clause 2.A.1.1 shall not exclude reservations in the insurance agreement which, on usual market conditions, limit coverage or entail exemption from liability if the injury or damage is caused by an act which is grossly negligent or intentional.

2.A.1.3 The sum covered follows from the insurance agreement but shall not, in respect of personal injury, be limited to less than DKK 8 million and, in respect of property damage, to less than DKK 2 million.

2.B Personal liability

2.B.1 Minimum coverage

2.B.1.1 Irrespective of the provisions of the insurance agreement, the insurance agreement shall as a minimum cover personal liability for injury or damage caused outside contractual relations as well as outside business or work relations in the amounts and on the terms following from the Circular of the Agency for the Modernisation of Public Administration regarding business travel insurance and the insurance terms provided with the Circular regarding personal liability abroad.

3 ENDORSEMENT PROVIDING FOR ADDITIONAL COVERAGE

3.A Warzone coverage under full-time accident insurance

3.A.1 Irrespective of the provisions of the insurance agreement, the insured shall be entitled to extend the full-time accident insurance pursuant to clause 1.B by an explicit endorsement providing cover in the event of:

- a) the insured staying in a war zone, other high risk areas or in areas with conflict preventive, peace keeping, peace-building and humanitarian tasks or other similar tasks if such area is also indicated as place of sojourn in the policy,
- b) acts of terrorism, release of nuclear power, war or warlike conditions, riots, civil unrest, hostage taking or kidnapping and hijacking.

3.A.2 The coverage of the conditions described in clause 3.A.1 a) and b) shall as a minimum be provided in the amount and on the terms following from the Circular of the Agency for the Modernisation of Public Administration regarding business travel insurance and the insurance terms provided with the Circular regarding accident insurance for government employees under the specified conditions.

4 GENERAL CONDITIONS

4.A Double insurance

- 4.A.1 Irrespective of the provisions of the insurance agreement, the company shall not be entitled to require that its liability for an industrial injury, see clause 1.A, shall be conditional upon the insured's own assumption of risk of part of the industrial injury or upon the insured not having taken out insurance cover for other interests elsewhere.
- 4.A.2 Clauses 1.A and 4.A.1 shall not exclude a reservation to the effect that the insurance agreement will not cover an industrial injury if the insured is covered by a statutory workers' compensation scheme or obtains cover elsewhere which corresponds to a statutory workers' compensation scheme, if the reason that it does not apply is that the insured is a student/not deemed to be a worker under the statutory scheme.
- 4.A.3 Except as provided in clause 4.A.1, the provisions set out in clauses 1-3 shall not exclude reservations against double insurance in accordance with the Danish Insurance Contract Act (*forsikringsaftaleloven*).

4.b Principles of interpretation

- 4.B.1 In the event of disagreement of whether the insurance agreement or these minimum conditions apply, the issue shall be determined according to the interpretation which provides the most favourable result for the insured.

4.C Applicable law

- 4.C.1 Any dispute arising out of these conditions, including whether the conditions apply and the result thereof, shall be governed by Danish law and practice.

5 GENERAL INFORMATION

5.A Legal instruments, etc.

5.A.1 The legal instruments referred to in this document are:

- The Danish Workers' Compensation Act (*arbejdsskadesikringsloven*), see Act no. 422 of 10 June 2003 as amended:
<https://www.retsinformation.dk/Forms/R0900.aspx?s21=arbejdsskadesikringsloven&s22=%7c10%7c&s113=0>
- The Danish Liability and Compensation Act (*erstatningsansvarsloven*), see Act no. 228 of 23 May 1984 as amended:
<https://www.retsinformation.dk/Forms/R0900.aspx?s21=erstatningsansvarsloven&s22=%7c10%7c&s113=0>
- Circular of 15 April 2015 of the Agency for the Modernisation of Public Administration (*Moderniseringsstyrelsen*) regarding business travel insurance with insurance terms: <https://www.retsinformation.dk/Forms/R0710.aspx?id=169704>
- The Danish Insurance Contract Act (*forsikringsaftaleloven*), see Act no. 129 of 15 April 1930 as amended:
<https://www.retsinformation.dk/Forms/R0900.aspx?s21=forsikringsaftaleloven&s22=%7c10%7c&s113=0>

5.A.2 The permanent injury rating list in force at any time of the National Board of Industrial Injuries (*Arbejdsskadestyrelsen*) is available at the Board's website:
<http://www.ask.dk/da/Selvbetjening/Mentabel.aspx>