

# General Aviation Insurance Policy Wording

HDIGA:01

January 2019



# Contents

<b>1.</b>	<b>What the policy covers .....</b>	<b>4</b>
1.1	Approved pilot .....	5
1.2	Geographical area .....	5
1.3	Policy period .....	6
1.4	Applicable law and jurisdiction .....	6
<b>2.</b>	<b>Who the policy covers .....</b>	<b>7</b>
2.1	Hull insurance .....	8
2.2	Liability insurance .....	8
2.3	Personal accident insurance .....	8
2.4	Several insured persons .....	8
<b>3.</b>	<b>Hull insurance.....</b>	<b>9</b>
3.1	Insured property .....	10
3.2	What the Policy covers .....	10
3.3	Safety regulations.....	11
3.4	Exclusions.....	12
3.5	Compensation.....	13
3.6	No Claims Bonus .....	15
<b>4.</b>	<b>Liability insurance .....</b>	<b>16</b>
4.1	Aviation third party legal liability insurance .....	17
4.2	Passenger legal liability insurance.....	17
4.3	Legal liability insurance included in Extended Ground Risk Only .....	18
4.4	Exclusions.....	18
4.5	HDI's undertakings .....	19
4.6	The insured's undertakings.....	19
<b>5.</b>	<b>Personal accident insurance.....</b>	<b>21</b>
5.1	What the Policy covers .....	22
5.2	Costs covered by the Policy .....	22
5.3	Disability .....	24
5.4	Compensation in the event of death .....	27
5.5	Exclusions.....	27
5.6	Actions in connection with personal accidental injuries.....	29
5.7	General .....	29

An asterisk (\*) indicates that the term is defined in Chapter 7. "Definitions".

<b>6.</b>	<b>General conditions .....</b>	<b>30</b>
6.1	Authority's provisions.....	31
6.2	Gross negligence, intent and similar .....	31
6.3	War, nuclear risks, confiscation and similar.....	32
6.4	Asbestos .....	32
6.5	Date recognition error.....	32
6.6	Sanctions .....	33
6.7	Deductible.....	33
6.8	Duty of disclosure and increased risk .....	33
6.9	Actions in connection with damage.....	34
6.10	Double insurance.....	36
6.11	Policy period and policy renewal.....	36
6.12	Cancellation during the policy period .....	36
6.13	Premium .....	37
6.14	Reduction of compensation .....	39
<b>7.</b>	<b>Definitions .....</b>	<b>40</b>
7.1	Flight .....	41
7.2	Commercial insurance.....	41
7.3	Sum insured.....	41
7.4	Insurance value .....	41
7.5	Auxiliary unit .....	41
7.6	Consumer insurance .....	41
7.7	Kronor .....	41
7.8	Aircraft operator .....	42
7.9	Air carrier.....	42
7.10	Environmental damage.....	42
7.11	Engine running .....	42
7.12	User .....	42
7.13	Seaplane.....	42
7.14	Taxiing .....	42
	<b>Information about HDI's processing of personal data .....</b>	<b>43</b>
	<b>If we are not in agreement .....</b>	<b>45</b>

This is a non-official translation of the Swedish original wording. In case of differences between the English translation and the Swedish original, the Swedish text shall prevail.

# 1. What the policy covers

The Policy Schedule specifies which of the following types of coverage the Policy includes. The numbering indicates where each type of coverage can be found within the Policy Wording.

### **3. Hull insurance**

#### **3.2.1 Full Flight Risk**

#### **3.2.2 Ground Risk Only**

#### **3.2.3 Extended Ground Risk Only**

### **4. Liability insurance**

#### **4.1 Aviation Third Party Legal Liability Insurance**

#### **4.2 Passenger Legal Liability Insurance**

#### **4.3 Legal Liability Insurance included in Extended Ground Risk Only**

### **5 Personal accident insurance**

#### **1.1 Approved pilot**

The Policy covers when the aircraft is operated by a pilot in accordance with what is set out in the Policy Schedule.

If the Policy is written with one or more named pilot(s) specified in the Policy Schedule, a qualified flight instructor for the type of aircraft is also approved as a pilot of the aircraft, regardless of whether or not the qualified flight instructor is named in the Policy Schedule.

The Policy also covers when an engineer or pilot approved by an authorised aviation workshop and holding necessary certificates and authorisations carries out taxiing\*, engine running\* or test flights in connection to maintenance or repair.

See, in particular, sections 6.1 "Authority's provisions", 6.8 "Duty of disclosure and increased risk" and 6.14 "Reduction of compensation" for what may occur with regard to any compensation, if the aircraft is operated by a pilot who is not covered by the Policy or not authorised to operate the aircraft.

#### **1.2 Geographical area**

The Policy is valid within the geographical areas as set out in the Policy Schedule. The following definitions and restrictions applies unless specifically agreed and stated otherwise in the Policy Schedule.

### **1.2.1 Europe:**

The geographical area of "Europe" means continental Europe including Iceland, western Russia up to the Ural Mountains and western Turkey up to the Bosphorus.

A Europe coverage excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions: Gibraltar, the Canary Islands, Abkhazia, the regions of Donetsk and Luhansk in Ukraine, Nagorno-Karabakh, the North Caucasian Federal District and South Ossetia.

### **1.2.2 Worldwide:**

A Worldwide coverage excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:

- Algeria, Burundi, Far North Region of Cameroon, Central African Republic, Democratic Republic of Congo, Ethiopia, Kenya, Mali, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.
- Colombia, Peru.
- Afghanistan, Jammu & Kashmir, North Korea, Pakistan.
- Abkhazia, Donetsk & Lugansk regions of Ukraine, Nagorno-Karabakh, North Caucasian Federal District, South Ossetia.
- Iran, Iraq, Lebanon, Libya, North Sinai Province of Egypt (including Taba International Airport), Syria, Yemen.
- Any country where the operation of the insured Aircraft is in breach of United Nations sanctions.

However coverage pursuant to a World Wide Policy is granted:

- for the overflight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations; or
- in circumstances where an insured aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.

## **1.3 Policy period**

Unless otherwise stated in the Policy Schedule, the Policy covers damage that occurs within the period of validity in respect of each type of coverage. The policy period is set out in the Policy Schedule. See also sections 6.11 "Policy period and renewal of The Policy", 6.12 "Cancellation during the policy period" and 6.13 "Premium".

## **1.4 Applicable law and jurisdiction**

The Policy is governed by the law and the jurisdiction specified in the Policy Schedule.

## 2. Who the policy covers

## **2.1 Hull insurance**

The Policy covers the policyholder as the owner or user\* of the insured aircraft unless otherwise stated in the Policy Schedule.

## **2.2 Liability insurance**

The Policy covers the owner or user\* of the insured aircraft unless otherwise stated in the Policy Schedule.

## **2.3 Personal accident insurance**

The Policy covers persons travelling on board the insured aircraft as crew or passengers in accordance with what is specified in the Policy Schedule.

## **2.4 Several insured persons**

If one or more policyholder(s) or additional insured(s) (herein referred to as “the insured”) have been included in the Policy, HDI's total liability for all the insureds will not exceed the sum insured stated in the Policy Schedule.



## 3. Hull insurance

### **3.1 Insured property**

The Policy covers the aircraft specified in the Policy Schedule in accordance with the aircraft basic equipment list. Removed parts are covered unless they have been replaced by another part.

In addition, theft of headset and life jacket is covered along with, in respect of seaplanes\*, paddles, bilge pumps, anchors and mooring equipment, stolen from the aircraft through forced entry. Compensation for headset and life jacket is paid up to the maximum number corresponding to the number of seats in the aircraft, but with a maximum number of six.

### **3.2 What the Policy covers**

#### **3.2.1 Full Flight Risk**

In the case of Full Flight Risk, HDI pays compensation, subject to the exclusions specified below and in accordance with Chapter 6. "General conditions", for damage to or loss of an aircraft that has suddenly, unexpectedly and externally occurred at a single known event.

In addition to the uses specified in the Policy Schedule, the Policy also covers proficiency checks, type rating and necessary taxiing\*, engine running\* and test flights in connection to maintenance or repair carried out by approved pilots in accordance with section 1.1.

#### **3.2.2 Ground Risk Only**

In the case of Ground Risk Only, HDI pays compensation, subject to the exclusions specified below and in accordance with Chapter 6. "General conditions", for damage to or loss of an aircraft that has suddenly, unexpectedly and externally occurred at a single known event. Compensation is not paid for damage or loss occurring in connection with engine running\*, flight\* or taxiing\*.

#### **3.2.3 Extended Ground Risk Only**

In the case of Extended Ground Risk Only insurance, HDI pays compensation, subject to the exclusions specified below and in accordance with Chapter 6. "General conditions", for damage to or loss of an aircraft that has suddenly, unexpectedly and externally occurred at a single known event. Compensation is not paid for damage or loss occurring in connection with flight\* or taxiing\*.

### **3.3 Safety regulations**

The following safety regulations as well as to any provisions set out in the Policy Schedule are applicable to the Policy.

In the event of non-compliance with these safety regulations that results in damage or loss, the compensation can be reduced in whole or in part in accordance with section 6.14 "Reduction of compensation" according to what is reasonable in view of the relation between the circumstances and the damage occurring, the degree of negligence and the circumstances in general.

#### **3.3.1 Towing and moving of aircraft**

When towing, suitable equipment for such purpose must be used.

The utmost care must be taken when towing or moving the aircraft on the ground. If there is any risk of collision e.g. with another aircraft, vehicle, object or hangar, wing walker(s) must assist the person responsible for towing or moving the aircraft.

#### **3.3.2 Parking**

When parking and leaving the aircraft unattended, the aircraft must be secured in a manner appropriate to weather conditions and circumstances in general, e.g. by parking the aircraft in a hangar or securing it using wheel chocks or moorings in accordance with the manufacturer's instructions.

Canopies and doors must be kept closed unless activity takes place in direct connection to the aircraft.

When parking outdoors, the aircraft's available locking devices must be kept locked, when unattended.

When parking in a hangar, the hangar must be kept locked with an approved locking device of class 3 or higher in accordance with Swedish standard SSF 3522.

#### **3.3.3 Engine running**

When engine running\*, while not in flight\* or taxiing\*, brakes and wheel chocks must be applied.

#### **3.3.4 Transportation of aircraft**

During transportation of the aircraft, the aircraft must be wrapped, packed, stowed and otherwise prepared for transportation in a suitable manner, before the trans-

portation begins. The means of transport, container, lorry platform, pallet or similar equipment must be suitable for the safe transportation of the aircraft.

### **3.3.5 Certificate and authorisation**

The policyholder must verify that certificate and authorisation for flight crew member(s) operating the aircraft are valid.

## **3.4 Exclusions**

The Policy does not cover

### **3.4.1**

damage consisting of or resulting from wear and tear, corrosion or other gradual change

### **3.4.2**

damage to a part of the aircraft consisting of mechanical breakdown, short circuit, software error or similar. Nevertheless, compensation is paid for damage to other parts of the aircraft caused by such occurrence

### **3.4.3**

damage to engine with associated auxiliary units\* if the damage consists of or results from a fault occurring in an engine or auxiliary unit\*

### **3.4.4**

damage to jet engine or turbine engine caused by ingestion of stones, gravel, sand, dust, ice or similar. This exclusion does not apply if the damage is caused by ingestion at a single known event

### **3.4.5**

damage to tyres and tubes caused by explosion or puncture

### **3.4.6**

damage caused solely by cold or moisture

### **3.4.7**

damage or loss caused by fraud, embezzlement or other offence involving breach of trust

### **3.4.8**

damage occurred in connection with competition or record flight with an engine powered aircraft outside the Nordic region, unless otherwise specifically agreed between the policyholder and HDI.

### **3.4.9**

damage occurred in connection with flight\* which, due to the associated risk, requires a specific permit from a Civil Aviation Authority, such as aerobatics, ferry or long-haul flights and test flight of a new or modified type of aircraft, unless otherwise specifically agreed between the policyholder and HDI.

## **3.5 Compensation**

The Policy covers first risk, which means that full compensation corresponding to the damage is paid up to the sum insured\* less any applicable deductible and any salvage value.

HDI reserves the right to decide whether a damaged aircraft shall be repaired or replaced with an equivalent aircraft. HDI and the policyholder can also agree that compensation is paid as a cash settlement.

If the sum of estimated compensable costs for repair, recovery and transportation exceeds the sum insured\* or if the aircraft is unreported for one month after it went missing, this shall be deemed a total loss.

### **3.5.1 Repair**

If the damage is compensated by repair, this must be carried out so that the aircraft is restored to the same condition as before the damage occurred and so that the Civil Aviation Authority's approval can be renewed if any such approval existed when the damage occurred.

#### **3.5.1.1 Compensation in case of repair**

HDI pays compensation for necessary and reasonable repair costs and – with an exclusion for gliders and balloons/airships – reasonable costs for recovery and transportation of the aircraft from the site of the accident to the repair workshop and from there to the most cost-effective option consisting of either the aircraft's usual place of storage or the nearest airport from which the aircraft can take off.

In respect of gliders, HDI pays compensation for reasonable costs for recovery and transportation from the site of the accident to the repair workshop and from there to the aircraft's usual place of storage.

In respect of balloons, compensation is paid for reasonable costs for transportation from the balloon's usual place of storage to the repair workshop and back.

A reasonable cost for transportation of gliders and balloons is 19 kronor\* per ten kilometres, calculated on the basis of the shortest appropriate route.

#### **3.5.1.2 Choice of repair workshop**

The choice of repair workshop or repairman is made in agreement between the policyholder and HDI, based on which option appears as the most appropriate and cost-effective. The policyholder requests a quote for repair and transportation of the aircraft or the damaged part. HDI reserves the right to obtain additional quotes for the purpose of comparison. Costs for repair and transportation must be approved by HDI before repair or transportation begins. If the insured had the repair or transportation carried out without consent from HDI, HDI's liability is limited to the cost that would have been incurred had HDI approved the repair or transportation.

#### **3.5.1.3 Party ordering the service**

The policyholder is responsible for ordering the goods and services required for the repair of the aircraft. After the repair, the policyholder is responsible for approving the repair or filing a complaint to the supplier regarding the repair work done.

#### **3.5.1.4 Temporary repair**

HDI pays compensation for the costs of a temporary repair only if such is required for safety reasons or if it allows for cheaper transportation or repair of the damaged aircraft.

### **3.5.2 Compensation by means of an equivalent aircraft**

HDI is entitled to compensate damage by means of an equivalent aircraft of the same make and type.

### **3.5.3 Cash compensation**

In the case of cash compensation, the damage is compensated under a special agreement between the policyholder and HDI.

### **3.5.4 Total loss**

In the case of a total loss, compensation is paid at the insurance value\*, but only up to the maximum sum insured\*, less any applicable deductible and any salvage value. HDI is thereafter released from further liability.

### **3.5.5 Costs for which no compensation is paid**

The Policy does not provide compensation for

- reduction in value that, following repair, the aircraft may be considered to have undergone due to the damage
- costs for maintenance, betterment or modification in connection with the repair
- indirect loss such as loss of income, travel costs and salaries for the policyholder's personnel during the repair or other loss or cost as a consequence of the fact that it was not possible to use the aircraft
- additional costs due to repair work on overtime
- additional costs due to repair or transportation of spare parts, accessories or materials in order to save time
- unreasonable additional costs caused by non-availability of spare parts
- value-added tax if the policyholder is engaged in commercial activities or, for other reasons, is registered for value-added tax.

### **3.5.6 Benefit of salvage**

HDI has a right, but not an obligation, to take a damaged aircraft, part of an aircraft or equipment that has been paid for as salvage.

### **3.5.7 Valuation of loss in the event of disagreement**

In the event of disagreement regarding valuation of damage to the aircraft, the valuation shall be carried out by specialists if so required by the insured or HDI. Each party shall appoint a specialist and these shall jointly appoint a third specialist, who shall not be called upon if the other two specialists are in agreement. If the third specialist is called upon, the latter's opinion is decisive, although only within the range between the lowest and highest of the other two specialists' valuations. The cost of the valuation service is shared equally between the parties.

### **3.5.8 Mortgages on aircraft**

If the insured aircraft is encumbered by a mortgage and if HDI has issued a guarantee vis-à-vis the mortgage holder, the mortgage holder is entitled to its demand from the compensation that is paid before the policyholder receives payment.

## **3.6 No Claims Bonus**

A No Claims Bonus is a discount on the Hull Full Flight Risk premium as per the percentage specified in the Policy Schedule. If a payable claim occurs during the current policy period, there will be no No Claims Bonus for the forthcoming policy period.

## 4. Liability insurance



The liability insurance only covers liability incurred as a direct consequence of the use of the insured aircraft.

Notwithstanding what is stated below, third party legal liability insurances apply in accordance with Regulation (EC) No 785/2004 on insurance requirements for air carriers and aircraft operators.

#### **4.1 Aviation third party legal liability insurance**

The Policy covers, subject to the exclusions specified below and in accordance with Chapter 6. "General conditions", the liability for damages which the owner or user\* of the aircraft shall become legally liable to pay in the case of bodily injury or property damage inflicted on a person who or property that is not carried on board the aircraft.

##### **4.1.1**

The Policy does not cover damage that has arisen as a consequence of the spreading of solid or liquid substances.

##### **4.1.2**

The Policy does not cover damage caused to towed glider or another towed object or injury to a person or damage to property therein, if the damage is a direct consequence of or in connection with the towing.

##### **4.1.3**

In the event of environmental damage\* occurring without any connection to an accident or an emergency situation involving the insured aircraft, HDI's liability is limited to 1,000,000 kronor\* with a special deductible of 50,000 kronor\*.

#### **4.2 Passenger legal liability insurance**

The term passenger refers to any person on board the aircraft who is not on duty or performs any service that is or can be connected with the flight. The term passenger includes student pilots, although a student pilot performing a solo flight is not considered to be a passenger. A pilot responsible for providing instructions to or performing proficiency checks of another pilot is not considered to be a passenger.

If the actual number of passengers on the aircraft at the time of the accident is greater than the insured number of passengers, the amount of compensation is reduced for each passenger according to the relation between the insured number and the actual number. However, when several people are transported in the same

seat in accordance with Civil Aviation Authority regulations, the amount of compensation is not reduced.

#### **4.2.1 Air carrier\***

The Policy covers, with the exclusions specified below and in accordance with Chapter 6. "General conditions", the liability for damages which the owner or user\* of the insured aircraft shall become legally liable to pay in the case of bodily injury or property damage caused to any person or property carried on board the aircraft.

If the insured failed to provide passengers or consigners with documents that would have led to the right to limitation of damages, HDI's liability is limited to what would have been payable had such documents been provided.

#### **4.2.2 Aircraft operator\***

The Policy covers, with the exclusions specified below and in accordance with Chapter 6. "General conditions", the liability for damages which the owner, user\* or Approved pilot as per 1.1 of the insured aircraft shall become legally liable to pay in the case of bodily injury or property damage caused to any person or property carried on board the aircraft.

### **4.3 Legal liability insurance included in Extended Ground Risk Only**

The Policy covers, with the exclusions specified below and in accordance with 4.1.1, 4.1.3 and Chapter 6. "General conditions", the liability for damages which the owner, user\* or Approved pilot as per 1.1 of the insured aircraft shall become legally liable to pay in the case of bodily injury or property damage caused to any person or property that is not carried on board the aircraft.

HDI's liability is limited to 7,500,000 kronor\* any one occurrence.

Legal liability insurance included in Extended Ground Risk Only does not cover liability for damages incurred during flight\* or taxiing\*.

### **4.4 Exclusions**

The Policy does not cover any damages or any part thereof which are calculated in contravention to applicable tort law or are based on a special agreement to the extent that such agreement results in liability for damages in excess of liability provided by applicable law.

## 4.5 HDI's undertakings

### 4.5.1

If any claim for damages made against the insured that can be covered by the Policy and that exceeds the applicable deductible, HDI undertakes vis-à-vis the insured, to

- investigate whether liability for damages exists
- negotiate with the claimant
- represent the insured at legal proceedings and thereby pay the legal costs inflicted upon the insured or is ordered to pay and that cannot be obtained from the opposing party or any other party
- pay the damages that exceeds the applicable deductible and that the insured is liable to pay.

### 4.5.2

The sum insured\* set out in the Policy Schedule constitutes the maximum total compensation for each accident paid by HDI for damages including interest and costs for investigation, negotiation and rescue.

However, the Policy covers costs for legal proceedings even if the sum insured as set out in the Policy Schedule is thereby exceeded. Solicitors' costs are covered only in those cases where HDI has approved these in advance.

Several claims are considered as one single claim if these claims occurred for the same reason and on the same occasion.

## 4.6 The insured's undertaking

The insured is required to cooperate in amicable arrangements with claimants if HDI so requires. If a settlement is not reached due to non-cooperation by the insured, HDI's commitment ceases. In such case, HDI is obliged to inform the insured in writing of the date when the commitment ceases.

The insured has no right to admit liability for damages, approve claims for damages or pay compensation without HDI's permission.

If the insured takes any action contrary to this, HDI is liable for damages only to the extent that the claim for compensation was unquestionably legally founded.

If HDI has declared itself willing – within the sum insured\* – to settle out of court

with the party claiming damages, HDI is released from any obligation to assume liability for costs arising thereafter and to undertake further investigations.

If the insured is called for questioning by the police or other authority in a matter that may concern the Policy or is summoned to court proceedings in such a matter, the insured shall notify HDI immediately. HDI is entitled to appoint a legal representative and provide him or her with the necessary instructions and directives for the proceedings. If the insured fails to comply with his or her obligations in this regard and if that failure results in damage for HDI, HDI is entitled to make a deduction from the compensation or to a full discharge from its commitments.

The insured is obliged to actively participate in any court proceeding or other legal proceedings.

If liability is based on a legal judgment based on the insured's failure to act or absence from the court proceedings or a party's failure to respond (default judgment), HDI is entitled to full relief from its commitments, unless it is obvious that the judgment would have been the same after an examination of the merits of the case.

## 5. Personal accident insurance

## **5.1 What the Policy covers**

The Policy covers subject to the exclusions specified below and in accordance with Chapter 6. "General provisions", accidental bodily injury during flight on board an aircraft which occurred during the Policy period. Flight also includes embarking and disembarking. The accidental bodily injury must have resulted in medical treatment.

Accidental bodily injury means a physical injury that the involuntarily affects the insured through a sudden, unexpected external event.

Accidental injury is comparable to injury from frostbite, heatstroke or sunstroke. In the event of such injury, the requirement for sudden onset is disregarded and the time of the damage will be the day when the injury manifested itself. As an amendment to the provisions contained in the first paragraph, the basic circumstance that led to the accidental injury must have occurred when travelling on the aircraft during the validity period of the accident insurance and within a valid geographical area.

If any physical defect exist that aggravate the consequences, compensation is only paid for what was caused by the accidental bodily injury, independently from the physical defect.

The Policy covers damage when staying at an emergency landing site as well as during travel from the emergency landing site to an inhabited area.

In the case of organised skydiving, the Policy covers damage up to the point when the insured leaves the aircraft.

## **5.2 Costs covered by the Policy**

Compensation is paid for necessary and reasonable additional costs incurred within five years from the day of the injury.

If final dental treatment must be postponed to a later date due to the insured's age, compensation is also paid for the costs of the postponed treatment, provided that HDI has made a decision on the treatment before the insured has reached the age of 25 and then approved the treatment, though no later than when the insured has reached the age of 30.

### **5.2.1 Medical treatment and hospitalisation**

Compensation is paid for necessary and reasonable costs for medical treatment and hospitalisation as a consequence of the accidental bodily injury.

### **5.2.2 Treatment, aids and certificates**

Compensation is paid for necessary and reasonable costs for treatment and aids prescribed by a doctor for recovery from the accidental bodily injury.

Compensation is paid for reasonable costs for medical certificates and other documents requested by HDI.

### **5.2.3 Drugs**

Compensation is paid for necessary and reasonable costs for drugs prescribed by a doctor for recovery from the accidental bodily injury.

### **5.2.4 Dental treatment**

Compensation is paid for necessary and reasonable costs for treatment by a dentist approved by HDI before treatment begins.

Compensation is not paid for chewing and biting injuries.

Costs for emergency treatment need not be approved in advance by HDI.

### **5.2.5 Travel**

Compensation is paid for necessary and reasonable costs for travel in connection with care and treatment due to the accidental bodily injury.

If travel between the permanent residence and the workplace or school have to be made in a different way to the usual when performing normal work or school activities, and this is certified by a doctor, compensation for the additional cost can be paid during the immediate recovery period for the injury.

In case of death giving an entitlement to the insurance compensation under the Policy, compensation is paid for necessary and reasonable additional repatriation costs, or reasonable funeral expenses on site. Repatriation means transportation of the deceased to his or her permanent residence.

When the accidental bodily injury is severe or life-threatening, compensation is paid for a maximum of two close relatives' travel to and from the place where the injured

is situated, as well as for their stay there. The costs must be necessary and reasonable and must be approved in advance by HDI. Compensation is paid for one journey to and from the place per relative. The compensation for accommodation costs is for a maximum of 30 days.

### **5.2.6 Damaged belongings**

Compensation is paid for the insured's personal belongings normally carried, that are damaged or destroyed in the accident. Compensation is paid for either the incurred cost of repair or for the current value of the destroyed belongings, in accordance with the applicable rules of tort law. The highest amount of compensation is 15,000 kronor\*.

### **5.2.7 Rehabilitation**

Compensation is paid for necessary and reasonable costs for rehabilitation and aids prescribed by a doctor. The cost must have been incurred after the recovery period and must be approved in advance by HDI. Compensation is paid up to 50,000 kronor\* for

- care and treatment performed by a doctor, nurse or other healthcare provider such as a physiotherapist, chiropractor or psychologist
- technical aids that can facilitate day-to-day living

## **5.3 Disability**

When assessing disability, a distinction is made between medical and economic disability. Compensation can never be paid for both medical and economic disability for the same accident. Compensation is paid for the disability that gives rise to the highest amount.

### **5.3.1 Medical disability including scars**

Medical disability means that the accidental bodily injury has led to a permanent future impairment of bodily function, which is established independently of the insured's profession, working circumstances or hobbies. It must be possible for the functional impairment to be established objectively.

The degree of disability is determined on the basis of the applicable tables used jointly by the industry which are in force in Sweden at the time of the accident. If a lost body part or bodily function can be replaced by a prosthesis, the degree of disability is determined with regard to the prosthetic function. Implants, hearing aids or spectacles are also assessed in the same way.



The right to compensation for medical disability comes in force at the earliest one year after the accident. The assessment of the disability may be deferred as long as is necessary according to medical experience or taking existing rehabilitation facilities into account.

For the right to compensation, the accidental bodily injury must have led to a measurable degree of disability within three years of the accident.

Compensation is not paid for functional impairment that existed before the accident and such existing functional impairment must not result in the degree of disability being set higher than it would have been had the insured not suffered it. The assessment takes place independently of the degree to which the insured's capacity for work is reduced.

If the insured person dies before the case is concluded, disability compensation is paid to the deceased's estate to the amount corresponding to the ensured medical disability. Compensation is not paid if death occurs within one year from the accident.

Compensation can be paid for disfiguring scars occurring as a direct consequence of an accidental bodily injury which has been treated by a qualified doctor. The right to compensation only arises after treatment has been completed and after the scars have been assessed as permanent, however no earlier than two years after the accident. The amount of compensation is determined on the basis of the Trafikskadenämnden [Swedish Traffic Accident Commission] tables.

Total compensation for medical disability, including compensation for disfiguring scars, for a single accident can never exceed 100 per cent of the sum insured for medical disability.

### **5.3.2 Economic disability**

Economic disability means a future permanent reduction of at least 50 per cent in the insured's capacity for work.

The insured's capacity for work is considered to be permanently reduced when all possibilities of working in other occupations have been assessed. The condition must be stable, not life-threatening and all medical and vocational rehabilitation must have been completed and assessed.

A right to compensation only exists when:

- the capacity for work is permanently reduced by at least 50 per cent,
- the accident has resulted in medical disability before the economic disability entered into force and within three years from the date of the accident,
- the accident occurred before the insured's 60th birthday, and
- the permanent reduction in capacity for work occurred within 10 years from when the accident, but before the insured's 65th birthday.

Only functional impairments caused by the accidental bodily injury that can be objectively established are included in the basis for assessment of the degree of economic disability. Only reduction in the capacity for work that was present immediately before the accident, and that would probably have been present had the accident not occurred will be taken into consideration. Assessment is done with regard to the insured's capacity, despite the accident, to carry out his or her normal work or other work corresponding to the insured person's strength and skills.

If, at the time of the accident, the insured was receiving partial sickness compensation or activity compensation from the State, whether limited in time or not, the maximum economic disability compensation that the insured can receive is the amount corresponding to the loss of the residual capacity for work.

If, at the time of the accident, the insured person was receiving full sickness benefit or activity compensation from the State, the insured is not entitled to receive compensation for economic disability.

If sickness compensation is granted from when the insured reaches the age of 60 or later, compensation is paid for economic disability, regardless of the time of the accident, only if the degree of medical disability as a result of the accidental bodily injury is 50 per cent or higher. The same also applies if the insured was only granted less than full sickness compensation and receives full sickness compensation after he or she has reached the age of 60.

### **5.3.3 Disability compensation**

The sum insured in the case of full (100 per cent) medical or full (100 per cent) economic disability is the sum insured that was agreed and applies when the accidental bodily injury occurs.

Compensation is paid in relation to the degree of medical or economic disability determined as well as to the age of the insured when accident occurred. If, when the accident occurred, the insured had reached the age of 46, the compensation for economic disability is reduced by 5 percentage points for each year that the insured's age exceeds 45. If the insured had reached the age of 56 when the accident occurred, the compensation for medical disability is reduced by 5 percentage points for each year that the insured's age exceeds 55. Reduction in the case of medical disability is done with a maximum of 50 per cent of the sum insured.

The claim is closed when the medical and/or economic disability has been established.

An advance payment of disability compensation can be made before the medical or economic disability has been established, if it is clear that compensation will be paid. The advance payment is deducted from the final compensation.

#### **5.3.4 Reassessment of disability compensation**

The insured is entitled to have the disability compensation reassessed if the accidental bodily injury results in a substantial worsening of bodily function or the capacity for work is further reduced after the claim is closed. Reassessment is granted if the insured has submitted a request for reassessment in writing, along with details of the circumstances that could grant entitlement to a reassessment, no later than within ten years from the accident.

### **5.4 Compensation in the event of death**

If the insured dies as a consequence of the accident within one year from the accident, the agreed sum insured that applies at the time of death is paid.

If compensation for disability has been paid for the same accident, the compensation in the event of death is reduced by an equal amount. The size of the reduction must not exceed the amount of the compensation in the event of death.

### **5.5 Exclusions**

#### **5.5.1 Restrictions in the scope of the insurance**

The Policy does not cover bodily injuries occurring due to

- Overexertion, overload, wear and tear, stretching or twisting (such as muscle strain, slipped discs or lumbago)
- infection by bacteria, viruses, parasites or other infectious agents

- infection or poisoning due to consumption of food and drink
- use of medical drugs, surgery, treatment or examination that is not brought about by an accidental bodily injury covered by the Policy
- nuclear explosion or radioactive radiation in connection with military activities in which the insured participates
- a condition that, even if it is established after an accident, cannot be considered, according to medical experience, to be due to the accident, but to illness, ageing, bodily defects or pathological changes
- injury where it may be assumed that accident was brought about by the insured being under the influence of alcohol, other intoxicants, sedatives or narcotics.

### **5.5.2 Limitations of the right to compensation**

The Policy does not provide compensation for

- loss of income
- costs reimbursed by another party in accordance with law, statute, convention, collective agreement, public insurance, other insurance or other compensation institution that can be claimed for the accidental bodily injury
- existing bodily injury, functional impairment or disability which was present before the accident. Such existing bodily injury, functional impairment or disability must not result in a higher degree of disability than if the bodily injury or disability had not existed at the time of the accident
- costs incurred more than five years after the accident
- costs incurred after a final decision on medical disability has been made.

### **5.5.3 Civil Aviation Authority regulations**

The Policy does not cover bodily injury suffered by a crew member if the latter

- used the aircraft in an operation for which a crew licensing certificate or a specific type of competency certificate has been prescribed for the crew member and such certificate or proof was not valid
- used the aircraft in contravention of an authority's aviation provision – e.g. concerning the aircraft's equipment, maintenance, loading or navigation and operative management – unless the crew member can show that the bodily injury would have occurred in any case
- used the aircraft in an operation requiring authorisation and that there was no such authorisation

## **5.6 Actions in connection with personal accident injuries**

If the insured suffers accidental bodily injury, one condition for the right to compensation is that the insured

- report the accidental bodily injury to HDI as soon as possible
- engage a doctor as soon as possible
- follows the doctor's instructions
- follows HDI's instructions
- give HDI permission, for assessment of the right to compensation, to obtain information from a doctor, hospital, other healthcare facility, public social insurance agency or other insurance institution at HDI's request
- provide HDI with original receipts for the costs incurred.

## **5.7 General**

### **5.7.1 Policyholder and beneficiary**

Each crew member and passenger is a policyholder of the insurance with a right to compensation as an insured to the extent that the insurance relates to an accident suffered by the insured crew member and passenger.

If no specific beneficiary provision has been reported to HDI, compensation in the event of death is paid to the insured's estate.

### **5.7.2 Maximum amount of compensation for passengers**

If the actual number of passengers on the aircraft at the time of the accident is greater than the insured number, the amount of compensation is reduced for each passenger according to the relationship between the insured number and the actual number. However, when several people are transported in the same seat in accordance with Civil Aviation Authority regulations, the amount of compensation is not reduced.

### **5.7.3 Maximum amount of compensation for crew members**

If the actual number of crew members on the aircraft at the time of the accident is greater than the insured number, the amount of compensation is reduced for each crew member according to the relationship between the insured number and the actual number.

## 6. General conditions

## **6.1 Authority's provisions**

The Policy does not cover

### **6.1.1**

damage occurring when the aircraft has been used in an operation for which a specific type of airworthiness document has been prescribed and such document was not valid

### **6.1.2**

damage occurring when the aircraft has been used with the policyholder's knowledge in an operation for which a crew licensing certificate or a specific type of competency certificate has been prescribed for the crew member and such certificate or proof was not valid

### **6.1.3**

damage occurring when the aircraft has been used with the policyholder's knowledge in contravention of an authority's aviation provision – e.g. concerning the aircraft's equipment, maintenance, loading or navigation and operative management – unless the policyholder can show that the damage would have occurred independently of this

### **6.1.4**

damage occurring when the aircraft has been used with the policyholder's knowledge in an operation requiring authorisation and there was no such authorisation or license.

## **6.2 Gross negligence, intent and similar**

The Policy does not cover

### **6.2.1**

damage caused by the policyholder or another party with the policyholder's knowledge

- with intent or through gross negligence
- under the influence of alcohol or other substances unless the policyholder can show that it is likely that the damage would have occurred independently of this
- in connection with conducting or collaborating participating in a criminal act that, by law, can lead to imprisonment

### **6.2.2**

damage occurring under circumstances such that it should have been clear to the policyholder or his or her management that damage would occur.

## **6.3 War, nuclear risks, confiscation and similar**

The Policy does not cover damage whose occurrence or scope is directly or indirectly caused by or in connection with

### **6.3.1**

war, invasion, enemy action, warlike operations whether or not war has been declared, civil war, revolution, rebellion, riot, insurrection or action of a ruler who has improperly seized power, hijacking or attempted hijacking or other unauthorised taking over of control of the aircraft or its crew

### **6.3.2**

nuclear risk

However, a loss as a consequence of radioactive radiation from goods transported by the aircraft will be covered, except in cases where the injury is a consequence of genes having been affected, or where the party claiming compensation has made a claim after more than two years have passed since the day when he became aware of the injury and of the party responsible for the injury, or by observing a reasonable standard of care, ought to have gained such knowledge

### **6.3.3**

confiscation, seizure, sequestration, requisition or other action by an authority or a ruler.

## **6.4 Asbestos**

The Policy does not cover loss, cost, liability for compensation, other liability or a dispute that is directly or indirectly caused by or linked with asbestos.

## **6.5 Date recognition error**

The Policy does not cover loss, cost, liability for damages, other liability or a dispute that is directly or indirectly caused by or linked with time error in computer function.

Time error refers to an error or disturbance which means that data or information is not received, interpreted, processed or given as intended or with the intended content due to



- specific time indication or transfer from one time to another,
- specific time period or transfer from one time period to another or,
- specific calendar date or transfer from one date to another.

Computer function means component or function in a unit for the electronic processing of data, including hardware and software in computers or microprocessors, including embedded systems.

## **6.6 Sanctions**

The Policy does not cover, pay any damage or provide any benefit to the extent that provision of such cover, payment of such damages or provision of such a benefit would expose HDI to any sanction, prohibition or restriction under UN resolutions or the trade or economic sanctions, laws or regulations of the EU, Germany or Sweden.

## **6.7 Deductible**

For each occurrence, a deductible will be deducted from the total cost of the claim in accordance with what is stated in the Policy Schedule or Policy wording. If several damages occur due to the same cause and at the same time, only the highest deductible is applied. A deductible is also deducted from rescue costs in accordance with section 6.9.1 even if no damage or loss for which compensation is paid in accordance with the Policy occurs.

## **6.8 Duty of disclosure and increased risk**

### **6.8.1 Inaccurate or incomplete information**

Premium and insurance conditions are based on the information provided when the Policy was taken out or renewed. If the policyholder deliberately or due to negligence failed to provide accurate, complete answers to HDI's questions and if this resulted in premiums that were too low or in overly favourable conditions, HDI's liability is limited to the amount corresponding to premium paid and the conditions that would otherwise have applied. If HDI would have refused insurance had HDI been aware of the correct circumstances, HDI is discharged from liability. In the case of commercial insurance\* the policyholder must also provide information on circumstances of obvious significance for the risk assessment without being asked to do so by HDI.

### **6.8.2 Changes in circumstances**

In the case of consumer insurance\* the policyholder must inform HDI without unreasonable delay in the event of any change in the circumstances that form the

basis for the Policy and that are of substantial significance for the risk. If the policyholder fail to comply with this duty of disclosure, either deliberately or due to negligence, the compensation may be reduced in respect of each insured according to what is reasonable in view of the significance that the circumstance would have had for HDI's assessment of the risk, the intent or the negligence that existed and other circumstances.

In the case of commercial insurance\*, the policyholder must notify HDI without undue delay of any change in the circumstances forming the basis for the Policy. If the policyholder failed to comply with this duty of disclosure, either deliberately or due to negligence, HDI's liability is limited in the manner specified in section 6.8.1.

## **6.9 Actions in connection with damage**

### **6.9.1 The insured's duty to avert damage**

When damage or loss occurs or can be feared to be imminent, the insured is obliged according to capacity to avert or limit damage. If another party is liable for compensation, the insured must take action to protect HDI's rights against that party.

Provisions and measures communicated by HDI in these respects shall be complied with as far as possible.

If the insured intentionally has failed to comply with his or her duties as above, the compensation can be reduced in accordance with section 6.14 "Reduction of compensation" as far as it concerns the insured, according to what is reasonable in view of his or her circumstances and the circumstances in general. The same applies if the insured has failed to fulfil his or her duties in the knowledge that this entailed a substantial risk of the damage occurring or otherwise due to gross negligence.

HDI pays compensation for the cost of justifiable rescue measures even if the insurance amount is thereby exceeded.

### **6.9.2 Damage reports**

If damage has occurred or if a claim for damages has been filed against the insured, HDI must be notified of this without delay. The same applies to any occurrences that could result in damage or a claim for damages.

The notification of claim must contain all information that could reasonably be considered to be of significance for the assessment of the accident.

Arson, theft and vandalism shall be reported to the police. A copy of the police file report shall be sent to HDI.

If the party entitled to compensation has failed to comply with this condition and that failure has resulted in damage for HDI, it can lead to the compensation being reduced in whole or in part in accordance with section 6.14 "Reduction of compensation" and, in the case of liability insurance, it may lead to a claim against the insured for a reasonable part of what HDI has paid to the injured party.

### **6.9.3 Specified claim for compensation**

The insured is obligated to file a specified claim for compensation at no cost to HDI.

### **6.9.4 Obligation to investigate**

The insured is obliged, without compensation, to initiate the reports, analysis and investigations that are of significance for assessing the damage and the insured's liability that can be implemented within the insured's operations.

In the event of legal proceedings, the insured shall ensure that witnesses and expert evidence can be presented with the assistance of personnel employed by him or her.

### **6.9.5 Incorrect information when adjusting claims**

If the insured, intentionally or due to gross negligence, make false statement or withholds or conceals something of significance for assessing the damage, the compensation can be reduced in whole or in part in accordance with section 6.14 "Reduction of compensation".

### **6.9.6 Payment of compensation**

Compensation is paid no later than one month after the insured has presented the investigation that can reasonably be required in order to establish the liability to pay, and after an investigation of the accident has been completed by the police, Civil Aviation Authority or other public authority.

HDI is not responsible for any loss that may arise if damage investigation, payment of compensation or repair of damaged property is delayed due to war, a war-like event, civil war, revolution or riots or due to labour market conflict, confiscation or nationalisation, requisition, destruction of or damage to property through an order from a government or a public authority. The reservation as regards labour market conflict applies even if HDI has undertaken or is the object of conflict measures.

### **6.9.7 Right of recourse**

If HDI has paid compensation for damage, HDI will become party to the insured's right to claim compensation for the damage from another party.

### **6.10 Double insurance**

If the same interest has been insured for the same risk with more than one insurance company, each insurance company is liable towards the insured as though that insurance company alone had granted insurance. Nevertheless, the insured is not entitled to total compensation from the insurance companies in excess of the amount corresponding to the damage or loss. If the total amount of the liability exceeds the amount of the damage or loss, the liability is divided between the insurance companies in proportion to their liability.

### **6.11 Policy period and policy renewal**

The policy period shall begin at 00.00 hrs on the inception date and shall be valid for one year unless otherwise set out in the Policy Schedule. If the Policy is taken out on the inception date, however, the policy period shall begin at the time when the insurance contract is entered into.

If one of the parties does not wish to renew the Policy, the other party shall be informed of this in writing before the expiry of the policy period. If such information is not submitted, the Policy will be renewed for another year unless there is a delay of the premium payment for the current policy period.

If a higher premium or changed terms shall apply to the new policy, HDI shall state this no later than when the premium invoice is sent out. In this connection, the insured is entitled no later than 14 days after the notification has been sent out to cancel the Policy to cease at the expiry of the policy period or, if the Policy has been renewed, with immediate effect.

### **6.12 Cancellation during the policy period**

#### **6.12.1 Delay**

HDI is, in the event of any delay in the payment of premium, that is not of minor significance, entitled to cancel the Policy with 14 days' notice of cancellation.

#### **6.12.2 Refused inspection**

If HDI is not given the opportunity to inspect insured property, HDI is entitled to cancel the Policy with 14 days' notice of cancellation.

### **6.12.3 Change in insurance needs**

The policyholder is entitled to cancel the Policy to cease early if the need for insurance fully or largely disappears because property or business is sold or for a similar reason.

The policyholder is not entitled to cancel the Policy in accordance with the first paragraph if the reason for so doing is that the policyholder has taken out or intends to take out another insurance policy.

## **6.13 Premium**

### **6.13.1 When the premium shall be paid**

The initial premium for the Policy shall be paid no later than 14 days after the date when HDI sent a premium invoice. Nevertheless, this does not apply if the Policy is taken out by the policyholder paying the premium or if the Policy is otherwise valid only on condition that the premium is paid before the policy period begins.

The premium for a later policy period shall be paid no later than one month from the date when HDI sent a premium invoice. However, if the policy period is one month or less, the premium shall be paid on the first day of the period.

The second paragraph also applies to premium payment when a time limited policy is renewed due to failure to give notice of termination.

### **6.13.2 Cancellation due to delay in premium payment**

If the premium is not paid within the prescribed time, HDI is entitled to cancel the Policy, unless the delay is of minor significance. The notice of cancellation shall be sent to the policyholder.

The cancellation takes effect 14 days after the date when it was sent, unless the premium is paid within that period. The notice of cancellation must contain a statement to that effect. If that information is not provided, the cancellation does not take effect.

If the policyholder was unable to pay the premium within the prescribed period due to serious illness, deprivation of liberty, non-payment of pension or non-payment of salary from his or her main employment or similar obstructions, the cancellation takes effect no earlier than one week after the obstacle has been removed, though no later than three months after the expiry of the period.

### **6.13.3 Premium payment as a request for a new policy**

If the policyholder pays a premium after the insurance has ceased in accordance with section 6.13.2, this shall be considered as a request for a new policy on the same conditions from the day after the date on which the premium was paid. If HDI does not wish to grant insurance in accordance with the policyholder's request, a notice to that effect must be sent to the policyholder within 14 days from the date when the premium was paid. Otherwise, a new policy is considered to have been taken out in accordance with the policyholder's request.

### **6.13.4 Additional premium**

If the agreed premium is increased during the policy period, this additional premium need not be paid earlier than 14 days from the date when HDI sent the policyholder an invoice with that additional premium.

If an additional premium is not paid within the prescribed period, HDI may recalculate the policy period for the amended insurance policy according to the premium that has been paid. Such a change may take effect no earlier than 14 days after a notice of the recalculation has been sent to the policyholder.

### **6.13.5 Payment through a payment service provider**

The policyholder is considered to have paid the premium when he or she has submitted a payment order in respect of the premium to a bank or other similar payment service provider.

### **6.13.6 Premium refund**

If the insurance has been cancelled prior to expiry, HDI is only entitled to the premium that would have been paid had the Policy been entered into with the policy period for which the company has been liable. If a higher premium has been paid, HDI shall refund the excess amount.

If the insurance contract is invalid in accordance with Chapter 4, section 2, first paragraph of the Swedish Insurance Contracts Act (Försäkringssavtalslagen 2005:104), HDI may in any event retain any premium paid for the elapsed time.

### **6.13.7 Minimum premium**

In the case of cancellation or change of coverage scope within a period of three months, HDI is entitled to charge a premium corresponding to a policy period of three months.

### **6.13.8 Interest on overdue payment**

HDI is entitled to charge interest on overdue payment in accordance with the Swedish Interest Act (Räntelagen) in the event of delayed premium payment.

### **6.13.9 Reminder fee**

HDI is entitled to charge a reminder fee in the case of sending a reminder for premium payment.

### **6.13.10 Total loss premium**

In the event of a total loss, HDI is entitled to benefit from the hull premium for the remaining part of the policy period, irrespective of whether or not the premium shall be paid in instalments.

## **6.14 Reduction of compensation**

If the insured has failed to fulfil his or her obligations under the Policy, the compensation shall be reduced by a reasonable amount. The size of the reduction is determined according to what is reasonable in view of all existing circumstances. An important factor is whether the breach took place intentionally or, if such is not the case, the degree of negligence. The existence of mitigating circumstances is taken into account as well as whether the reduction would be unreasonably large. The compensation can be reduced to zero in the event of a serious breach of obligations. In the event of a reduction, the length of time that the failure to fulfil the obligation lasted and the value and exposure to risk of the property are also taken into consideration.

A deduction normally consists of at least 25 per cent and the compensation can be reduced to zero in serious cases. The deduction may be reduced or not applied if it would be unreasonably large or if mitigating circumstances exist.

# 7. Definitions



## **7.1 Flight**

An aircraft shall be considered to be in flight from the moment when the engine power increases for the purpose of taking off until the time when, after landing, it has finished its landing run.

Gliders that do not take off under their own engine power shall be considered to be in flight from the moment when towing for the purpose of taking off begins, until the time when, after landing, it has finished its landing run.

A hot-air balloon shall be considered to be in flight from the moment when the filling of the envelope begins, irrespective of whether or not it rises, until the moment the envelope has been completely emptied.

## **7.2 Commercial insurance**

Individual non-life insurance relating to commercial or public activities and other individual non-life insurance other than consumer insurance.

## **7.3 Sum insured**

The sum insured is the amount set out in the Policy Schedule.

## **7.4 Insurance value**

The insurance value is the fair market value of the insured property at the time of the accident.

## **7.5 Auxiliary unit**

Auxiliary unit is a device that is driven directly by an engine and that supports various functions for an engine or aircraft such as the alternator, starter motor, magnets and pumps.

## **7.6 Consumer insurance**

Individual non-life insurance that a physical person, an estate of a deceased person or a non-profit organisation takes out mainly for a purpose unconnected with commercial activities.

## **7.7 Kronor**

Kronor is Swedish kronor (SEK), Norwegian kroner (NOK) or Danish kroner (DKK) and is determined by the premium currency for each type of coverage. The premium currency is set out in the Policy Schedule.

If the premium currency is a currency other than any of the aforementioned currencies such as the euro (€) or the US dollar (\$), kronor will be understood to mean Swedish kronor (SEK).

### **7.8 Aircraft operator**

Aircraft operator is a person or an organisation other than an air carrier that regularly makes actual decisions on the use or operation of the aircraft. The physical or juridical person in whose name the aircraft is registered will be considered as the operator, unless that person can prove that another person is the operator.

### **7.9 Air carrier**

Air carrier is an aircraft transport company holding a valid operating licence.

### **7.10 Environmental damage**

Environmental damage is damage due to

- contamination of or other effect on a watercourse, lake or other area of water, groundwater, air and ground
- noise, vibration, heat, odour or light

### **7.11 Engine running**

Engine running is when the engine is intentionally or unintentionally started and until the engine is shut down.

### **7.12 User**

User is a physical or juridical person that is entitled to use the aircraft through a verbal or written usage agreement with the owner of the aircraft.

### **7.13 Seaplane**

Seaplane is an aircraft that is approved to take off and land on water.

### **7.14 Taxiing**

Taxiing shall be considered to be when the aircraft moves intentionally under its own power on the ground or on water without being in flight\*. Taxiing also includes temporary stoppage in connection with this movement.

# Information about HDI's processing of personal data

Data Controller: HDI Global Specialty SE, Sverige Filial, Reg.nr. 516402-6345, P.O.Box 22085, SE-104 22 Stockholm, Sweden ("HDI").

Data Protection Officer: Karsten Koch (karsten.koch@hannover-re.com).

## Categories of personal data and sources

The categories of personal data processed by HDI in connection with the insurance contract are the names and addresses of policyholders, insured, co-insured, premium payers, beneficiaries and mortgage holders. The personal data have mainly been collected by HDI from the policyholder or his or her representative.

Information on an individual's health condition may need to be obtained from a healthcare provider in connection with the settlement of an incurred loss. The collection of medical information is always done by proxy from the person to whom the information relates or from the parent if the information concerns a child.

## Purpose and legal basis for processing

The personal data are processed by HDI for the following purposes and on the following legal basis.

- In order for HDI to fulfil its commitments under the insurance policy. Legal basis for this is performance of a contract (Article 6.1b, Regulation (EU) 2016/679 (GDPR) of the European Parliament and of the Council). For this purpose, data is stored as long as claims based on the insurance contract can be made against or by HDI.
- In order for HDI to provide a good customer service and develop the business, as well as to enable HDI to take or defend itself against legal action. Legal basis for this treatment is HDI's legitimate interest, such as develop and improve products as well as protect assets and utilise rights (Article 6.1f, GDPR). For this purpose, data is stored as long as the insurance contract is in force and during an appropriate period thereafter.

- In order for HDI to meet the requirements imposed on the business under applicable legislation. Legal basis for this processing is compliance with legal obligation (Article 6.1c, GDPR). For this purpose, data is stored and processed in accordance with the applicable law.
- The personal data are processed by HDI to inform about the company's services and products. Legal basis for this processing is consent / legitimate interest (Art. 6.1a and 6.1f, GDPR). For this purpose, data is stored and processed during the term of the insurance contract and for a period of one (1) year thereafter. You have the right to withdraw your consent at any time by contacting us on +46-8-617 54 00.

### **Security measures and recipients of personal data**

HDI takes great caution when processing personal data in order to protect the personal privacy of an individual. The information is only available to persons who need access to the data in order to carry out their work on behalf of HDI. Recipients are mainly underwriters, claims handlers, accountants, controllers and actuaries. We will primarily process the personal data within the HDI Group, but we may disclose data to other companies, associations or organisations we co-operate with, within or outside the EU and EEA. We may also provide information to authorities if we are so required by law.

### **Your right to access personal data and to object to processing**

According to data protection laws, you have the right to access the personal data that HDI is processing about you and request that we correct any incorrect information or transfer the data to you. You also have the right to request that data be deleted or restricted, and object to the processing of personal data based on HDI's legitimate interest.

Contact: Kristina Elfdahl (kristina.elfdahl@hdi-specialty.com).

### **Right to lodge a complaint with the Data Protection Authority**

If you are dissatisfied or have comments about HDI's processing of your personal data, you have the opportunity to file a complaint with the Swedish Data Protection Authority.

## If we are not in agreement

It may sometimes be the case that you consider our decision to be incorrect. In the first instance, please contact your insurance or claims handler and ask to have the case reassessed. A discussion could provide us with additional information to clear up a possible misunderstanding. If you do not consider that you received the right remedy, contact our complaints officer. If you and the complaints officer are unable to reach a mutual understanding, you can request an assessment from any of the following:

### Sweden

Allmänna reklamationsnämnden (ARN) [The National Board for Consumer Complaints] reviews disputes between consumers and traders free of charge. ARN does not take up disputes concerning traffic accidents, medical assessments or cases that have been processed in a court.

Address: Allmänna reklamationsnämnden, P.O. Box 174,  
SE-101 23 Stockholm, Sweden  
Website: [www.arn.se](http://www.arn.se)

Personförsäkringsnämnden [The Personal Insurance Board] reviews disputes relating to personal insurance between consumers and insurance companies.

The matters reviewed must be medical matters.

Address: Svensk Försäkrings Nämnder, P.O. Box 24067,  
SE-104 50 Stockholm, Sweden  
Website: [www.forsakringsnamnder.se](http://www.forsakringsnamnder.se)

Konsumenternas Försäkringsbyrå [The Swedish Consumers' Insurance Bureau] can provide advice and assistance free of charge on matters relating to insurance policies that you have taken out in your capacity as a private individual.

Website: [www.konsumenternas.se](http://www.konsumenternas.se)

### Norway

Finansklagenemnda [The Norwegian Financial Services Complaints Board] deals with complaints against insurance companies for property and personal insurance.

Address: Finansklagenemnda, Pb. 53 Skoyen, NO-0212 Oslo, Norway  
Website: [www.finkn.no](http://www.finkn.no)

## **Finland**

FINE [The Finnish Financial Ombudsman Bureau] can provide advice and recommendations for decisions in disputes relating to insurance matters free of charge.

Address: FINE, Försäkringsnämnden, Porkkalankatu 1, FI-00180 Helsinki, Finland

Website: [www.fine.fi](http://www.fine.fi)

## **Denmark**

Ankenævnet for Forsikring [The Insurance Complaints Board] can help with private individuals' complaints against insurance companies.

Address: Ankenævnet for Forsikring, Anker Heegaards Gade 2,1.,

DK-1572 Kobenhavn V, Denmark

Website: [www.ankeforsikring.dk](http://www.ankeforsikring.dk)

## **Legal procedure in court**

Cases that are assessed at any of the above bodies can also be referred to a general court procedure. A legal assistance insurance policy could cover a large proportion of the court costs in many cases. A simplified court procedure is also applied in some disputes.

## **Information on statute of limitations**

A party that wishes to file a claim for compensation must file a claim within ten years from the occurrence of the circumstance that grants entitlement to the cover in accordance with the insurance contract. If the person who requires insurance cover in accordance with the first sentence has filed a claim, the set term is always at least six months from when HDI declares that it has made a final decision regarding the claim. If an action is not brought in accordance with this paragraph, the right to insurance cover is lost.



**HDI Global Specialty SE**  
**Scandinavian Branch**

P.O. Box 22085

SE-104 22 Stockholm, Sweden

+46 8-617 54 00

ga.stockholm@hdi-specialty.com

[www.hdi-specialty.com](http://www.hdi-specialty.com)