Supplementary Travel Insurance
DINERS CLUB TAC

Terms and conditions Diners Club TAC RF 02-1920-01
Effective per December 1st, 2019

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  For insured below the age of 65 y/o, at the time of the accident, and by a degree of disablement of 20-100% is the sum 1 000 000 SEK
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The insurance has some exemptions and limitations. Please read the relevant item in the terms and conditions for detailed information.
About the insurance

This insurance and its covers apply for Diners Club TAC, in the following referred to as the “Travel Account”. It is activated when you use your Travel Account to pay for a trip, paying at least 75% of the cost. The Travel Account will then automatically include the insurance covers as described in the Terms & conditions following below.

Please note!

This is a supplementary insurance to your ordinary travel insurance, which means it does not cover medical expenses. Therefore, it is important that you make sure that your specific insurance needs are covered when travelling. We strongly recommend you to check your ordinary travel insurance and assess whether you need additional coverage.

Effective from: December 1st, 2019
Terms & conditions: Diners Club TAC RF 02-1920-01
Please send an e-mail to kort@modernaforsakringar.se or call 010 – 219 12 90, if you have any questions about your insurance cover.

1. Who is covered by the insurance

The Policyholder is SEB Kort Bank AB, which has entered into an agreement with the Insurer (cf. condition 16.) on the insurance cover associated with the Travel Account. The “Travel Account” is defined as the travel account offered by SEB Kort Bank AB, referred to as Diners Club TAC, hereafter called “Travel Account”.

The insurance cover is applicable for Insured who have paid at least 75% of a trip or rent for a cabin/apartment or rental car with the Travel Account.

The “Travel Account Holder” is defined as the person for whom the trip is paid using the Travel Account.

The person to whom the insurance cover applies is referred to as “the Insured” in these insurance conditions.

2. Where and when does the insurance cover

Subject to the terms set out in these insurance conditions, the insurance cover applies as follows:

The insurance cover applies in respect of trips starting from a location where the Insured has his/her ordinary residence or workplace, below referred to as the residence.

When purchasing a single ticket and paying with the Travel Account, the insurance cover applies from the time when the Insured leaves his/her residence where the journey started until he or she arrives at the destination – however, a maximum of 60 days.

When purchasing a return ticket, charter trip or round trip which is paid for in advance using the Travel Account, the insurance cover applies from the time when the Insured leaves his/her residence where the journey started until the journey is concluded and the Insured returns to his/her residence, however, a maximum of 60 days. For these insurance conditions, two or more single tickets that are booked at the same time shall, if the journey ends at the residence, in all respects be considered equivalent to a return ticket.

The trip cancellation insurance covers trips for which an advance deposit and subsequent due payments have been paid in accordance with condition 1. “Who is covered by the insurance”. Cover under the cancellation insurance ceases after check-in at the airport or any other location from where the journey is started. For the trip cancellation to cover the Travel Account must be valid until the day of departure.

For the insurance cover to apply, the trip must be purchased from and payment made to a licensed tour operator, travel agency or carrier. A trip is defined as a travel ticket purchased in advance or travel arrangements including travel and accommodation (so-called charter trips). If payment is made directly to a private individual, the insurance cover does not apply.

The insurance does not cover any travel that has been resold/given away or otherwise transferred to any third party unless traveling on the behalf of the policy owner(s), and if so, including any other individuals directly related (spouses/children) to such as recipient or policy owner.

Cabins/apartments rented for a short period of time (a maximum of four weeks) are considered equivalent to a travel arrangement. In respect of cabins/apartments rented for a short period of time, the cancellation insurance also covers in the domestic country and cover ceases once the journey is started from the residence. Short term rental of cabins/apartments must be arranged through a professional intermediary. The trip must be paid for in accordance with condition 1. “Who is covered by the insurance”.

In respect of online travel purchase, such purchases must be made through businesses which are licensed travel agencies/tour operators/carriers operating through their own web sites. Payment must be made only to the party in question.

The insurance cover applies in conjunction with the holding of a Travel Account. If the Travel Account ceases to be valid, the insurance cover will also cease to be valid at the same point in time, including in respect of trips purchased prior to the termination of the Travel Account. In respect of the cancellation insurance, the Travel Account must be valid up until the day of departure.

When filing a claim Insured is, if requested, obliged to submit his/hers supporting documentation.

3. Transport delay

3.1 Delay involving means of public transport

Compensation is provided if the means of public transport – plane, ship, train or bus, for which the Insured has purchased a ticket, having paid for the trip in accordance with condition 1. “Who is covered by the insurance” using the Travel Account is delayed due to the following:
4.2 Baggage delay more than 12 hours

If the baggage has not been delivered 12 hours after the arrival of the Insured, the insurance covers necessary and reasonable costs for purchases of up to an additional 2,000 SEK for the same delay.

- The items purchased must be necessary for the stay and purpose of the trip and must be made before the baggage is delivered.
- The items must be purchased at the destination where the delay occurred or where the Insured has an opportunity to make the purchase, however, before the baggage is delivered.
- Only necessary and reasonable costs will be covered.
- Original receipts for any purchases made must be enclosed with the claim form.

Exclusions and limitations

No compensation is provided for delays during the trip, e.g. in connection with connecting flights, missed connections or redirected flights. The insurance does not cover late arrivals.

3.2 Missed connecting flight

In the event of a missed connecting flight because of a delayed flight, necessary and reasonable costs incurred to reach the intended destination as well as any additional costs for food and accommodation are covered.

The Insured must arrive at the airport no later than:

- one hour before the scheduled departure of a connecting flight for intermediate landings in the Nordic countries;
- two hours before the scheduled departure of a connecting flight for intermediate landings in Europe;
- three hours before the scheduled departure of a connecting flight for intermediate landings in the rest of the world, or a longer period as detailed in the written information material of the carrier/travel organizer. Only necessary and reasonable costs will be covered.

Original receipts for any purchases made must be enclosed with the claim form.

Maximum amount covered per card and claim is 10,000 SEK

Exclusions and limitations

No compensation is provided for costs which:

- are incurred due to causes which are within the control of the Insured
- are incurred because of the Insured having booked a connecting flight without considering the rules and recommendations regarding check-in times of the airline
- are covered by another party or in accordance with law, statutes, conventions, other insurance or corresponding protection or right to claim compensation.

5. Unused ski and golf fees

Compensation is provided for costs incurred in connection with ski rental, unused ski passes, golf equipment rental and unused green fees if the Insured suffers an acute illness, accident or baggage is delayed, affecting his ability to participate in prepaid and booked ski and golf activities.

- Illness, accident and delayed baggage must be confirmed by a medical certificate or a delay certificate issued by the carrier.
- Ski and golf equipment must be hired from an authorised hire shop. Original receipts and agreements must be enclosed.

Maximum amount covered is 2,500 SEK.

Please note

The insurance covers only for a booked ski-and/or golf trip.

Exclusions and limitations

No compensation is provided for costs for:

- unused ski passes or green fees
- that have incurred because of the Insured’s actions
- that arose before the trip was booked
- if the Insured suffered the illness or accident before the trip was booked or if the Insured was aware of symptoms before the trip was booked.
6. Trip cancellation insurance

The insurance covers the share of the cancellation costs payable by the Insured under the conditions of the tour operator, rental company or carrier or, in the absence of such conditions, the general travel conditions of the Association of Swedish Travel Agents (SRF) and the Swedish Association of Tour Operators (RIS).

- A medical certificate issued by a licensed physician before the scheduled departure detailing the illness/accident must be enclosed.
- The trip/travel arrangement must be cancelled as soon as possible after it has become clear that the trip cannot be undertaken.
- Travelling companions are defined as persons who do not have a close relation to the Insured as detailed in condition 1. “Who is covered by the insurance”.

The insurance covers the above cancellation costs provided that the Insured is forced to cancel the trip or travel arrangement before departure due to one of the following reasons:

- the Insured suffers an accident or an acute illness or dies
- a person with close relations to the Insured suffers an accident or an acute illness or dies. A person with close relations is defined as a spouse/co-habiting partner/registered partner, children, siblings, parents, parents-in-law, grandparents, and grandchildren and these persons’ spouses/co-habiting partners as well as persons who have custody of one of the above-mentioned persons.
- the person whom the Insured intended to visit on the trip suffers an accident or acute illness or dies
- a travelling companion who has booked a trip with the Insured to the same destination suffers an accident or acute illness or dies
- fire or other unforeseen event which causes considerable damage to the residence of the Insured.

Maximum amount covered per Insured is 20 000 SEK, but the trip must have a value of at least 1 000 SEK excl. taxes and fees.

Exclusions and limitations

The insurance does not cover:

- group trips if one of the travelling companions who have booked a trip with the Insured to the same destination suffers an accident or acute illness or dies. Group trips are defined as groups of more than three persons or more than two families who together have booked a trip to the same destination.
- only booking of hotel and/or room which is a part of a cabin/apartment is not covered by the cancellation insurance.

Please note

Acute illness or accidents must be confirmed by a medical certificate based on an examination which has been performed by a qualified and impartial physician before the departure.

7. Elimination of excess

Home contents insurance and comprehensive home insurance

If the Insured’s residence located in one of the Nordic countries is damaged during the Insured’s trip, of which at least 75% has been paid using the Travel Account, and the Insured receives compensation under his home contents insurance or comprehensive home insurance, compensation will be provided corresponding to the excess applicable in respect of the damage.

Maximum amount covered is 10 000 SEK.

Private car insurance

If the Insured’s private car located in one of the Nordic countries is damaged during the Insured’s trip, of which at least 75% has been paid using the Travel Account, and the Insured receives compensation under his private car insurance, compensation will be provided corresponding to the excess applicable in respect of the damage.

Maximum amount covered is 10 000 SEK.

Rental car insurance

If occurring during a stay abroad, compensable damage to rental car or rented Vespa/moped (maximum 100cc) that the insured rented at the destination, by an authorised rental company, and the damage exceeds the car rental company’s deductible, compensation is paid in the amount equivalent to the car rental company’s deductible. Full cover is provided during the rental period, provided that the rental of the vehicle was paid with the Travel Account, and provided that the travel account holder has taken out the necessary insurance cover when renting the vehicle.

- Amounts paid by other insurers are deducted from the compensation.
- The cost of the deductible must be substantiated with an original receipt.

Maximum amount covered is 10 000 SEK.
Experience is likely to have occurred even if the accidental injury had not occurred.

- Injuries caused by surgical intervention, treatment or examination which is not performed due to an accidental injury covered by the insurance.
- Injuries which occur in connection with the Insured performing or taking part in an intentional criminal offence which is punishable by imprisonment under Swedish law.

If a bodily defect (illness, pathological changes or other personal injuries) exists at the time when the accidental injury occurred or if the bodily defect occurred at a later time, the following applies: If it can be assumed that the consequences of the injury worsened as a result of the bodily defect, compensation is provided only for the consequences which are a direct result of the accidental injury, independent of the bodily defect. If it can be assumed that the problems arose because of the bodily defect only, no compensation is provided.

8.1 Compensation in the event of medical disability

- Medical disability is defined as an accidental injury having resulted in a permanent impairment of bodily functions.
- Medical disability is a physical or psychological functional impairment which is diagnosed independently of the Insured's occupation, working conditions or leisure time activities. It must be possible to reach an objective diagnosis of the functional impairment.
- Medical disability also includes permanent pain, loss of internal organs and mental function. If a lost body part can be replaced by a prosthesis the degree of disablement is determined based on the prosthesis function.
- In cases where the functional ability had previously been impaired due to illness, pathological changes or other personal injury, the corresponding degree of disablement will be deducted.

The degree of disablement is determined in each case based on the table applicable for the insurance industry.

The insurance covers

- Accidental injury which within three years of the time when the accident occurred has resulted in a degree of disablement of at least 20%.
- Accidental injury which has caused a permanent deterioration of the Insured's physical or psychological capacity.

Exclusions and limitations

The following is not covered:

- A degree of disablement of more than 100% for each and every accidental injury.
- A degree of disablement of less than 20%.

Amount of compensation

The amount of compensation is calculated based on the sum insured applicable at the time of the accident. A percentage of the sum insured corresponding to the percentage degree of disablement is payable as
compensation. When the degree of disablement has been determined, an additional amount of compensation corresponding to 2.5% per year is paid out for medical disability. Compensation is provided for a period commencing on the day when the disability occurred; however, not earlier than two years after the injury occurred – until the day of payment.

**Right to compensation**

- The right to compensation is obtained when an accidental injury has resulted in a permanent impairment of the Insured's bodily function and the condition is stable and not life-threatening. A stable condition is defined as a condition which does not deteriorate or improve. In the event of medical disability, the right to compensation is obtained no earlier than two years after the accidental injury occurred.
- Compensation will be paid to the Insured. If the Insured is a minor and the amount of compensation at the time of payment exceeds the price base amount by more than 100%, the amount of compensation is deposited in a guardianship account.
- In the event of death before the final amount of compensation has been determined, an amount corresponding to the medical disability established prior to the death will be payable to the estate. If the death occurs within two years from the time of the accident, no right to compensation is earned.
- A review may take place within ten years if the accidental injury resulted in a significant and permanent impairment of the bodily function after the compensation has been determined and paid out.

**8.2 Compensation in the event of death due to an accident**

**The insurance covers**

- If the Insured dies because of the accidental injury within three years.

**The insurance does not cover**

Primary beneficiaries are the spouse/registered partner/cohabiting partner of the Insured.

Alternatively, in the absence of a spouse/registered partner/cohabiting partner, the heirs will be the beneficiaries. The Insured's own children will take precedence.

If a lump sum payment for medical disability has already been made in respect of the same accident under this insurance, the death benefit is reduced by the amount corresponding to the disability benefit already paid out.

**Exclusions and limitations**

- The accident insurance does not cover injuries sustained because of a traffic accident which entitles the Insured to receive compensation under the Swedish Traffic Accident Act or other corresponding foreign legislation.

- The amount of compensation may be reduced if the Insured exposes himself to risk by being under the influence of alcohol, drugs or other intoxicating substances. However, compensation will be provided if the Insured is able to prove, on a balance of probabilities, that the injury did not result from his being under the influence of alcohol.

- Death resulting from causes other than the accidental injury.

**9. Rules in specific cases**

**War damage**

In Sweden, the insurance does not cover damage or injuries associated with war, war-like events, civil war, riot or civil commotion. Outside Sweden however, in connection with trips, the insurance covers disability and death because of an accident provided that such disability or death occurs because of war or any other of the above-mentioned disturbances. Such disability or death must occur within three months from the outbreak of the disturbances and the Insured must be staying in the area affected at the time of the outbreak of the disturbances. It is also a condition of cover that the Insured did not take part in the events or was in any way associated with the events, reporting from the events, or the like.

**Acts of terrorism**

Notwithstanding the wording of the insurance conditions in respect of extent of cover or entry into force, the insurance does not cover damage or injuries resulting from or arising in connection with or otherwise arising as a consequence of the spreading or use of chemical or biological substances or nuclear substances, nuclear waste or other substances emitting harmful radiation in connection with or as a consequence of an act of terrorism. However, in the event of an act of terrorism other than those described above, the insurance covers disability and death because of an accident.

An act of terrorism is defined as an act which is punishable by law when committed or when the damage or injury occurs, and which appears to have been committed for the purpose of:

- putting the public in fear
- unduly forcing a public body or an international organisation to carry out or refrain from carrying out a specific measure or seriously destabilising or interrupting the basic political, constitutional and economic or social structures of a country or an international organisation.

**Natural disasters**

Notwithstanding the wording of the insurance conditions in respect of extent of cover or entry into force, the insurance only covers disability and death because of an accidental injury in connection with a natural disaster.

A natural disaster is defined as an event such as earthquakes and hurricanes which are of such an extent that local rescue services are unable to handle the situation without the assistance of national or international forces.
Government intervention
The insurance does not cover delay or baggage delay the origin or extent of which is caused directly or indirectly by or occurring in connection with the intervention of governments.

Nuclear damage
The insurance does not cover damage or injuries caused directly or indirectly by a nuclear reaction.

Force majeure
The insurance does not cover losses arising because of damage assessment, repair or payment of compensation being delayed due to war, war-like events, civil war, riot or civil commotion or due to measures implemented by public authorities, strike, lockout, boycott or other similar events.

Bankruptcy
The insurance does not apply if the tour operator/travel agent/transport company/cottage letting agency goes bankrupt.

Language versions
This document is a translation of the original insurance terms and conditions in Swedish. In the event of inconsistencies, the Swedish version shall prevail.

10. Report a claim and payment of compensation
Reporting of a claim is made online. More information on how to report a claim is available on Diners Club’s homepage.

Please observe!
• Before you call us in relation to your cancellation insurance, you must cancel the trip with the tour operator and obtain a medical certificate.
• In the event of a delayed flight you must obtain a delay certificate specifying the scheduled and the actual time of departure.

Please make sure you have the following documentation ready when you report your claim:
• Card number
• Booking confirmation
• Medical certificate, alternatively a delay certificate

Please submit the following when reporting a claim:
• Receipt/verification that the trip was paid for in accordance with condition 1. “Who is covered by the insurance”.
• Ticket/booking confirmation/travel certificate or the like specifying the persons travelling, departures and the total cost of the trip.

In the event of delayed means of transport/baggage
• Delay certificate (can be obtained from the carrier).
• Receipts of purchases made in connection with baggage delay.

In the event of excess elimination
Documentation from car/home contents/comprehensive home insurance certifying that compensation has been paid out and that an excess has been applied. If the incident has been reported to the police, the police report must be enclosed.

In the event of cancellation
Receipts/documentation of cancellation costs (e.g. air tickets/travel certificate), medical certificate from a qualified and impartial physician, police report, death certificate and documentation of other events giving rise to the cancellation.

In the event of an accident
• Medical certificate, documentation of degree of disablement and other documents regarding the right to receive compensation.
• For payment of compensation for death, a death certificate must be enclosed.

Moderna Försäkringar is entitled to require that the Insured submits himself for a medical examination carried out by a physician appointed by Moderna Försäkringar if this is deemed necessary in relation to the determination of the amount of compensation. The costs in respect of such an examination, including any necessary travel costs, will be covered by Moderna Försäkringar. The Insured must give his consent to Moderna Försäkringar obtaining information from physicians, hospitals, other care institutions, the regional social insurance office or other insurance providers in order to assess the claim if so requested by Moderna Försäkringar.

Payment of compensation
• Compensation will be provided only once for any one occurrence and person even if the Insured holds more than one of the cards for which this insurance provides cover.
• No compensation is provided if Moderna Försäkringar is informed of the accident later than ten years after the time of the accident.
• If a claimant has presented his/hers claim for compensation to Moderna Försäkringar, within the above stipulated timeframe, the time period for bringing action before a court is always minimum six months, counting from the date Moderna Försäkringar, has declared its final decision in the case.

11. Miscellaneous
The Swedish Insurance Contracts Act
The general provisions of the Swedish Insurance Contracts Act apply to this insurance contract.

Extended reporting period
No extended reporting period is available under this insurance.

Continuation option
No continuation option is available.

Insurer
The insurer is Moderna Försäkringar, org.nr 516403–8662, branch of Tryg Forsikring A/S Denmark, CVR-no. 24260666.

Supervisory and regulatory authority
Moderna Försäkringar is subject to supervision and regulation by the Danish Financial Authority (Finanstilsynet) and the Swedish Financial Authority (Finansinspektionen).
12. Summary of privacy policy
Your personal data will be processed in compliance with current legislation on personal data and which corresponds to regulation no. 2016/679, of the 25th of May 2018, by the European Parliament and of the European Council.

The personal data that is processed are, for example: name, address, social security number and health status. The customer information about you as customer may also include information on possible co-insured persons. The customer data is obtained from you as customer, but may also be obtained from, for example, one of our partners.

The information may also be obtained, supplemented or updated from authorities’ registers. The personal data is processed in order for us to fulfil our obligations to you as a customer, for example in claims handling, other insurance related matters and administration of your insurance.

The personal data may also be used as basis for analyses, business development and statistics. The information may, for the mentioned reasons, exchanged with partners, both within and outside the EU and EEA-area, or with other companies within the Group. If required by law, the information may be disclosed to authorities. The data will not be kept for longer than necessary.

Moderna Försäkringar, with registration number 516403–8662, branch of Tryg Forsikring A / S Denmark, CVR no. 24260666 is responsible for your personal data. If you would like to obtain information on what personal data about you is being processed, request an extract of your personal data that has been provided to us, request correction etc., you are welcome to write to: dataskydd@modernaforsakringar.se or to:

Modernaförsäkrings, branch of Tryg Forsikring A / S Denmark.

You also contact us and request to have the privacy policy sent to you by postal mail.

13. In case of disagreement
We aim to have satisfied customers and it is of great value for us to hear your view, regardless if you are satisfied or if there are points on which we could improve ourselves on. Our ambition is that your case will be settled through dialogue between us.

• First step
If you are not satisfied with the decision in a case or how it has been handled, we kindly ask you to firstly contact the claims handler for the specific case. If you instead wish that a supervisor reviews your case, please send an e-mail to kort@modernaforsakringar.se, containing your written complaint and do not forget to indicate your claim number in the subject field of the e-mail. If you prefer to write a letter you can send it to:

Moderna Försäkringar
FE 371
106 56 Stockholm

For a speedy resolve of the complaint, we kindly ask you to state name, claims number alternatively Swedish social security number and what you are not satisfied with. If you have supplementary information or material, that the claims department has not received earlier, please send that too to us.

• Second step
We recommend you follow the above-mentioned instructions as the first step, usually it is sufficient in order to settle the case.

In case of that the decision taken in the first step, is not satisfactory, you are invited to apply for a case review by Moderna Försäkrings’s Review Board (Överprövningsnämnd). The application is to be sent to our Complaints Officer (Klagomålsansvarig). In your application we ask you to describe why you regard decision as a wrong one. Please write your name and claims number when submitting the application.

Your application and questions are to be submitted to the Complaints Officer by e-mail to: klagomalsansvarig@modernaforsakringar.se.

If you prefer to write a letter you can send it to:

Moderna Försäkringar
Klagomålsansvarig
Box 7830
103 98 Stockholm

About Moderna Försäkringar’s Insurance Complaints Board
The Board is a function at Moderna Försäkringar that is independent from the Claims and Sales departments and consist of a chairperson and a Customer Ombudsman. The Board hears both consumer and business case and sits, in general, every second week. Meetings of the Insurance Complaints Board are not open to customers, but your interests and your views are represented by the Customer Ombudsman.

Most of the cases can be heard by the Board, but there are some exemptions, for example cases that have not been handled by the relevant department prior to the submission to the Board and claims that have been submitted more than one year after the date on which Moderna Försäkringar has issued its final decision in the case. In the case of that you want your cased to be heard by the Board you can contact the Customer Ombudsman. The hearing is free of charge.

• Other options for advice and complaints
Consumers’ Insurance Bureau
As private citizen, you can get access to, free of charge, information and guidance on insurance in general and on claims handling. Visit www.konsumenternas.se for more information or call 0200-22 58 00.
Hallå Konsument
You can also contact Sweden’s Consumer Protection Agency by visiting their online information guidance service "Hallå Konsument" on www.hallakonsument.se. You can also contact your city’s Consumer Guidance Services for advice and help. Visit the homepage of the city where you reside to find out more.

National Board for Consumer Complaints of Sweden (Allmänna reklamationsnämnden - ARN)
As private citizen you have the possibility to file a complaint to the National Board for Consumer Complaints (Allmänna reklamationsnämnden (ARN). ARN hears cases free of charge between Moderna Försäkringar and private persons, but first after that Moderna Försäkringar has made a final decision. Moderna Försäkringar guarantee that we will co-operate with ARN and subsequently comply with its decision.

For more information and to submit a case, visit www.arn.se or write to:
ARN
Box 174
101 23 Stockholm

Court of law
Regardless of whether your claim has been submitted for a Board hearing or not, you can in most cases bring the matter before a Court of law.

Personal Accident Insurance Board
At the request of the Insured, the Board issues advisory opinions on disputes between the Insured and the Insurer within the fields of accident, sickness and life insurance. The Board only hears matters for which the Board requires the assistance of advisory physicians in medical insurance matters. The hearing is free of charge. Please visit www.forsakringsnamnder.se for more information or write to:

Personal Accident Insurance Board
Box 24067
104 50 Stockholm

or call 08 - 522 787 20.