



## RUNA FORSIKRING

Forsikringsaktieselskab · Farvergade 17 · 1463 København K · Tlf. 33 32 22 00 · CVR nr. 16 50 08 36 · www.runa.dk

Policy Number R52-0495717

Copy of Policy

Policy conditions number 52-2

Member number 102821

### Professional Liability Insurance Policy

Business and professional liability for students.

Located at Nørre Voldgade 90 København K

#### Scope:

The Policy covers the business and persons employed in the business.

#### Coverage:

Responsibility for damages out of contract

Damage to persons up to 10 million kroner.

Damage to property up to 2 million kroner.

Business responsibility as property or landowner:

All sums valid for all damages within one insurance year.

#### Regulation:

The insurance premium is regulated every year at the main due date on the basis of information given by the insured about the number of employees (for associations the number of members).

In addition the following special conditions are valid for this insurance:

#### Special conditions:

The insurance covers liability for damages related to practicum during the education if the student is not covered by a private or professional liability insurance policy.

#### Premium:

At the drawing up of the insurance the advance premium is: 3132 kroner.

The policy premium is regulated every year on September 1.

#### Index regulation:

The insurance is regulated according to the wage index 3049

according to the provisions of the insurance conditions regarding this.

#### Validity:

The policy is valid from September 1 st 2004 and until it is cancelled in writing as of September 1 st in a given year with at least one month's notice.

Copenhagen November 2012



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### **Insurance Policy Terms and Conditions valid from october 2012**

In agreement with national Danish Insurance Business law and the national Danish Law on Insurance Arrangements.

#### §1 The insured.

Students, members of Ergoterapeutforeningen, who are practising occupational therapy as part of their education.

#### §2 Scope of Coverage.

The insurance policy indemnifies the insured against liability for damage to persons or things when the students' practice of physiotherapy during their education takes place:

- At the educational institution, in relation to fellow students, teachers and external users/clients during day-to-day class room teaching and exams.

As part of the clinical practicum in relation to users/patients at or outside institutions.

During the process of completing written assignments as part of the education in relation to fellow students and users/clients at or outside the institution.

In clinical teaching situations.

The insurance policy covers damage discovered during the period of insurance regardless of when the liability-producing act has been committed. Damage reported more than 2 years after the expiration of the policy are not covered.

#### §3 Geographical Area.

The insurance policy indemnifies against damage incurred in Denmark (including Greenland and the Faeroe Islands).

Damage incurred outside Denmark is covered insofar as the damage has taken place during travel or temporary stays (up to 1 year) in conjunction with such travel and when such travel is clearly part of the student's education,

#### §4 Damage not covered.

The insurance policy does not cover liability for:

- A damage due to the untimely performance of services,
- B damage, when liability is a consequence of a promise from the insured of another payment or award for damages or of responsibility that exceeds ordinary liability rules,
- C monetary loss that is not a consequence of damage to a person or thing,
- D damage to property belonging to the insured, or damage to property, which the insured is borrowing, renting, storing, using, using as a means of transportation, has in his or her care, or has taken in his or her possession in the performance of his or her job.
- E damage to things, which the insured has taken it upon him or herself to process or treat, (damage to persons is covered).
- F damage to property caused by construction, re-construction or additions to the insured business.
- G pollution of or through air, soil or water including damage to persons or things caused by this,
- H damage caused by the use of motor vehicles,
- I damage caused by the insured's dog or through the insured's use of sea vessels, aircraft or caused by the insured as a hunter to the extent that such liability is covered by the hunting insurance,
- J damage included in § 1 of the law concerning award for damages for nuclear damage,



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The company is entitled to collect an administrative fee for this reminder.

### §8 Adjustable Premium.

If the insurance has been taken out with an adjustable premium, the stated premium is regarded as an advance premium to be adjusted at each main due date. The company will send out an adjustment schedule for use in calculating the premium, which the insured must return with the necessary information for the adjustment.

The company must receive the adjustment schedule within 3 weeks after the due date. If the policyholder does not send in the adjustment schedule, the company is entitled to assess the premium according to its own judgment.

### §9 Settlement of Claim.

As soon as the insured is informed or can assume that a claim for damages will be made against him, he should immediately inform the company in writing about this and thereafter leave it up to the company and or its attorney to protect his interests in every aspect. It is the duty of the insured to provide the company with all types of assistance to the clarification and resolution of the case.

The insured is not entitled to pay damages or to acknowledge liability to the award of damages in a way that is legally binding for the company, unless he or she is thereby only doing his or her legal duty. If the liability for damages of the insured is determined and the amount of damages decided, the company pays directly to the injured party unless payment of damages have already been fulfilled by the insured. Other creditors to the insured can only in the latter case acquire any right to damages

### § 10 Change in the Risk

If changes in the risk stated on the front page of the policy occur, these should immediately be reported to the company, which will then decide if, and under what conditions the insurance can continue.

If such report has not occurred, in the event of damage, the company is only responsible to the extent and under the conditions by which it would have continued the insurance at the agreed upon premium, if the change had been known to the company. If the insured disposes of the insured business and acquires another business in its place, the insurance is transferred to the newly acquired business. The insured should also in such cases inform the company of the acquisition as per the preceding section.

### §11 Termination.

The insurance lasts until it has been cancelled at the end of an insurance year with at least one month's notice. If, however, a premium reduction has been given for a multiple year plan the insured can cancel at the earliest from the date stated on the front page of the policy. Following any damage the company is entitled to cancel the insurance with 14 days notice up until one month after the payment of damages or the rejection of the claim.

### § 12 Other insurance plans with the same risk.

To the extent that a specific insurance has been taken out to cover an interest which otherwise would be covered by this insurance plan, coverage for this interest ceases. If it is stated in another insurance policy, which covers the same interest that responsibility ceases or is restricted if a policy is or will be taken out elsewhere, this insurance covers with the same reservations.