

## Cancellation Insurance - conditions

Valid from May 25, 2018

Insurance provider for this insurance is: Europæiske Rejseforsikring, A/S, CVR no. 62 94 05 14 through Europeiska ERV Filial, hereinafter called Europeiska ERV. Org. no. 516410-9208 Supervisory authority is the Danish Finanstilsynet. Europeiska ERV Filial Box 1, Löfströms Allé 6 A, SE-172 13 Sundbyberg, Sweden Phone: +46 (0) 770-45 69 00 www.erv.se.

This is a translation from Swedish to English of the insurance conditions for "Avbeställningsförsäkring villkor gällande fr.o.m. 25 maj 2018". In the event of a dispute regarding the content and interpretation of these terms and conditions, the original Swedish wording shall always prevail.

*Limitations and exceptions are marked in grey. Read and follow these to prevent the risk of your compensation being reduced or withheld all together.*

### A. GENERAL INFORMATION ABOUT THE POLICY

This insurance may be taken out for all trips or arrangements that are offered to the public and that are priced according to a fixed price list.

#### A.1 Who can take out cancellation insurance and for whom does the insurance apply

The insurance can be taken out by the person who is permanently resident in Sweden.

The insurance applies to persons who are named on the insurance certificate and at subscription is permanently resident in the EU / EEA.

#### A.2 The validity of your insurance

The insurance comes into force once the premium has been paid and ceases to apply once the trip/arrangement commences.

The trip is considered to have commenced once you have checked in at the airport/bus/train/boat terminal. The arrangement is considered to have commenced once you have passed through the entrance to the venue.

#### A.3 Payment

Unless otherwise agreed with Europeiska ERV, the insurance policy must be taken out and paid for within two days of the date that the registration fee/deposit for the trip or arrangement was paid.

The insurance cannot be taken out or paid for later than three days before of a trip or arrangement commences.

#### A.4 Excess

The insurance applies without excess.

#### Limitation

Insurance that is not taken out in accordance with these terms and conditions is not valid and any premium that has been paid will be refunded.

### B. DEFINITIONS

**Acute illness and accident** refers to a sudden and acute deterioration in a person's state of health.

**Family** refers to two adults who are spouses/cohabitees/registered partners and their children living at home. The term "children" refers to travelling mutual children or the travelling children of one of the adults who has jointly purchased the trip and has taken out Europeiska ERV's Cancellation Insurance.

**Group travel** refers to more than four people or more than two families who have booked a trip together to the same destination, and who have taken out Europeiska ERV's Cancellation Insurance.

**Co-insured** refers to people who have jointly taken out the same insurance and whose names are stated on the same insurance certificate.

**Co-traveller** refers to a person who has, jointly with the insured, booked a trip to the same destination and whose name is stated on the same proof of travel as the insured.

**Close relative** refers to spouse/partner/registered partner, children, stepchildren, siblings, parents, parents-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law or a

person who is registered at the same address as the insured. The parents and siblings of cohabitees and registered partners, in these terms and conditions, are to be placed on a par with parents-in-law, brother-in-law and sister-in-law

### C. WHAT THE INSURANCE COVERS

#### What your insurance policy covers

**C.1** Cancellation Insurance provides protection against cancellation expenses resulting from accident, acute illness or death affecting you, a close relative, a co-insured party, co-traveller or someone you intend to visit.

**C.2** The Cancellation Insurance also provides protection in the event that you are affected by another sudden and unexpected event and are not reasonably able to participate in the purchased/ordered arrangement or trip.

**C.3** Compensation is payable for those costs that are not refunded in accordance with established cancellation regulations, or that in general are not excluded according to these terms and conditions.

The agreed insurance amount is stated in the insurance certificate.

**C.4** Unless otherwise agreed with Europeiska ERV, the maximum insured/compensation sum is SEK 50,000 per person and trip/arrangement, up to a maximum of SEK 200,000 per family. For group travel, unless otherwise agreed with Europeiska ERV, the maximum total compensation sum is SEK 200,000 if several people in the group cancel due to the same incident, regardless of whether one or several policies have been taken out.

#### Important

- The reason for the cancellation must have occurred after the policy was taken out and paid for.
- You must be able to verify, in a satisfactory way the reason for the cancellation by means of a certificates/documents from an impartial doctor, police officer, employer, or certificate from the authority or similar in question. The certificate must show the reason for the cancellation.
- Contact with the issuer of the certificate must have taken place before the intended start date that the trip/arrangement.
- Only one insurance can be taken out per person/group/travel/event.

#### You will not receive compensation

- If compensation can be issued from another party according to the conditions of travel, a statute of the law, convention, travel guarantee, insurance or damages.
- If compensation has been paid from other insurance.
- For airport taxes, if these are refundable from the travel agency/airline.
- For trips or events cancelled by the organizer.
- **If the reason for the cancellation is due to a pre-existing medical condition that has displayed symptoms and/or been treated less than 6 months prior to the insurance policy taking effect.**
- **If the reason for the cancellation is due to pregnancy or childbirth. The insurance does, however, cover medical complications that are unforeseen and occurs before the 32nd week of pregnancy.**
- **The insurance does not apply if the trip has been booked against medical advice.**

- **In the event of bankruptcy or intervention by authorities.**
- If the reason for the cancellation is that actions essential for the trip have not been taken or have not been completed, e.g. passport, visa, vaccinations or similar.
- **For strikes that have broken out or for which notice has been given prior to the policy being taken out.**

## D. CLAIMS

Cancellation of the trip or arrangement must be initiated as soon as possible the cause for the cancellation arises, with both to the travel agency/organiser and Europeiska ERV being contacted.

The claim form must include details of the name, address, telephone number and payment details of the person(s) who has cancelled the trip or arrangements. You must also describe the reason for the cancellation.

### Claims shall be reported to:

Europeiska ERV, Box 1, 172 13 SUNDBYBERG, SWEDEN  
 Visiting address: Löfströms Allé 6 A, Sundbyberg, Sweden  
 Telephone: +46 (0) 770 456 900 E-mail: info@erv.se, website: www.erv.se.

You can also make a claim via Claims Online on our website www.erv.se. The claim form can also be ordered through our service on voice mail +46 (0) 770-456 900.

### The following documents should be enclosed with the claim form

- original insurance certificate
- a certificate from the trip organizer/travel agency/organizer clearly stating the cost to the insured of the cancellation and when the trip/arrangement was cancelled
- invoice/booking confirmation stating the price of the trip/arrangement.
- original travel documents/tickets. (If the ticket was partially refundable by the company, enclose a copy of the ticket instead)
- original certificates confirming the reason for the cancellation, e.g. doctor's certificate or police report.

### Limitations

Claims that are not made in accordance with these terms and conditions may lead to compensation being reduced, not paid at all or excess being applied.

## E. GENERAL TERMS AND CONDITIONS

### E.1 Other legislation

In general, the applicable sections of the Insurance Contracts Act (SFS 2005:104) apply.

### E.2 The right of withdrawal

When you take out the insurance via distance contract you have the right to withdraw the purchase within fourteen (14) days of entering into the agreement. If you wish to exercise your right of withdrawal you must inform Europeiska ERV. If you chose to exercise your right of withdrawal, Europeiska ERV is entitled to request that a premium be paid corresponding to the period for which the insurance was valid.

You are not entitled to withdrawal if the distance contract relates to an insurance policy with an agreed validity period of one (1) month or less. In accordance with chapter 3 of Swedish Act on Distance Contracts and Off-Premises Contracts (SFS 2005:59) there are additional rules concerning the right of withdrawal.

### E.3 Personal data processing and disclosure of information

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

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

required to do so by regulation. You also have the right to request, in writing and without cost, information from us about the information we have on you and how it is used. You can also notify Europeiska ERV in writing if you do not want your personal data to be processed for purposes that concern direct marketing.

You have the right to ask us to delete the personal data. Please note that in some cases when you make such a request of personal data, we may not be able to honour your request as this may result in us not being able to fulfil our legal obligations or if there is a minimum statutory period of time for which we have to keep your personal data. If this is the case then we will let you know our reasons.

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

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

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

### E.4 What to do if you are not satisfied with our claim settlement

At Europeiska ERV, our aim is to provide you with personal service and good personal contact. If you should have a claim, we want your claim to receive fast treatment and for you to receive the compensation to which you are entitled under these terms and conditions.

If you are not satisfied with our claim settlement, your claim can be reappraised. Talk to the claims adjuster again. It may be that there has been a misunderstanding or new circumstances have come to light which may affect the case.

If you are still not satisfied with the handling, you can request to have the case tried by Europeiska ERV's Customer Ombudsman. Our customer service can help you with contact details above. Phone + 46 (0) 770-456 900 or visit www.erv.se.

### Reappraisal outside Europeiska ERV

If you are not satisfied, you can turn to the following authorities outside Europeiska ERV.

#### The National Board for Consumer Complaints:

Reviews complaints from private individuals. The proceedings are free of charge.

Address: Box 174, 101 23 Stockholm, Sweden.

Telephone: +46 (0)8 508 860 00

#### Public court

Even if your case has been reviewed by any of the above-mentioned boards, you can apply to a court of law. Assistance with the costs of a court action may be available through:

- Legal Aid, who may contribute to your legal costs, depending on your income or
- legal expenses insurance.

### Advice outside Europeiska ERV

#### The Swedish Consumers' Insurance Bureau

The Bureau is run jointly by the insurance companies, the Swedish Financial Supervisory Authority and the Swedish Consumer Agency. The Bureau provides advice and help free of charge on a range of insurance matters to private individuals (consumers) and to certain businesses.

Address: Box 24215 (Karlavägen 108)

104 51 STOCKHOLM, Sweden

Telephone: +46 (0)200 22 58 00