

# Cancellation Insurance

## Terms and conditions 50003

Valid from April 1, 2023

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# Contact

## Opening hours

## Contact


### Any questions?


If you have any questions regarding your insurance, the options available etc. you can look for the answer on our website at any time of the day or night. You are also welcome to contact our Customer Service..

### Customer service

Online: Round the clock at [www.erv.se](http://www.erv.se)  
You will find our opening hours at [www.erv.se](http://www.erv.se)

[www.erv.se](http://www.erv.se)

 +46 (0)770-457 971


 [info@erv.se](mailto:info@erv.se)


### If you want to report a claim

### Claims Department

The easiest way to report your claim is via [www.erv.se](http://www.erv.se). You can also contact our Claims department.

[www.erv.se](http://www.erv.se)

 + 46 (0) 770-456 918

 [privatskador@erv.se](mailto:privatskador@erv.se)

# Introduction

## Consider this when you read the terms and conditions:

1. The terms and conditions should be read together with the insurance policy / booking confirmation which together constitutes the insurance contract. If special conditions apply for your insurance this will be stated in the insurance policy.
2. Limitations, exclusions and precautions / security directives are marked in grey.
3. All words in *italics* are defined at the end of the insurance conditions.
4. These terms and conditions were elaborated in Swedish and subsequently translated into English. In the event of discrepancies between the Swedish and the English versions, the original Swedish version will prevail.

## Insurance provider for this insurance:

Europæiske Rejseforsikring A/S,  
CVR no: 62940514,

through Europeiska ERV Filial  
hereinafter called Europeiska ERV,  
org. no. 516410-9208

Supervisory Authority is the Danish  
Finanstilsynet

### Ⓐ Who can take out the insurance and who can be insured

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The person purchasing the insurance must be at least 18 years old and a permanent resident in Sweden, Denmark, The Faroe Islands, Greenland or Norway.. The insurance applies to persons who are named in the insurance policy and at the time of purchase of the insurance are permanent residents in the EU/EEA. The persons named in the insurance policy are the insured in accordance with these terms and conditions and are referred to as "you".

### Ⓑ What can be insured?

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You can insure *trips*, tickets, accommodation, rental car, course fees or other events that are offered to the public and that are priced according to a fixed price list. Only one insurance policy can be taken out per person and *trip/event*.

### Ⓒ When the insurance should be taken out and paid for

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The insurance must be taken out at the same time as booking the *trip/event*, but no later than two days after payment of the deposit or the full amount if no deposit is paid, unless otherwise agreed with Europeiska ERV.

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

### Ⓓ When the insurance applies

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The insurance applies upon issuing of the policy, provided that payment for the insurance is made in accordance with the payment terms set out in the invoice/policy. The insurance ceases to apply once the *trip/event* commences. The *trip* has commenced once you have checked in at the airport/bus/train/boat terminal. The *event* has commenced once you have passed the entrance to the *event*.

# 1. Cancellation

## 1.1 What is covered

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The insurance covers your share of the cancellation costs that can be charged according to the set cancellation provisions of the *trip/event* provider(s), if you or a *co-insured* person is prevented from going on a *trip/attending an event* or if the purpose of the *trip/event* cannot be fulfilled due to:

- a) Death or serious *acute illness or accident* affecting you, a *co-traveller* or the person you are going to visit.
- b) Death or serious *acute illness* affecting a *close relative* who is not going on the *trip*.
- c) Unofficial walk-outs by employees in your own company immediately prior to your departure.
- d) Fire, flooding, burglary or storm damage in or to your private residence or company immediately prior to your departure.
- e) Cases where you have to re-sit an examination because you failed it first time round or have had to cancel an examination for a full-time course of study due to *acute illness or injury*. It is a requirement that the *trip* was booked and paid for prior to the examination and that the re-sitting of the examination is to take place during the travel period or up to two weeks after your planned return home.
- f) Cases where you, on medical grounds, are unable to get a vaccination that is being introduced during the period of insurance and after booking the *trip* and which is a requirement for travel to the country you are to travel to.
- g) In cases where you are pregnant and cannot be vaccinated due to the risk it poses to the health of the fetus. It is a condition that you were not pregnant when you purchased the *trip*.
- h) Unexpected illness or complications for the mother/fetus arising out of pregnancy or birth, if the conditions for coverage are otherwise fulfilled.
- i) Your employer's unexpected termination of your employment or lock-out of employees. The termination or lock-out must occur during the period of insurance and less than 3 months prior to departure.
- j) Cases where you start a new job due to your former employer unexpectedly terminating your employment with the result that you are unable to take holidays for the full duration of the *trip*.
- k) Application for divorce or cessation of cohabitation. At the end of the cohabitation it is a condition that you and your partner have had the same address as registered in the National Register of Persons for a minimum period of 12 months prior to the cessation of cohabitation.
- l) That you can not start or complete a motoring or camping holiday because your car or camper van is affected by a damage that is covered by a standard comprehensive insurance policy and prevents using your car or camper van during the *trip*. The insurance only covers claims occurred in the last 8 days before departure on conditions that it could not be fixed before departure.

m) Serious illness or accident affecting your pet.

n) Cases where the Ministry of Foreign Affairs, after the insurance was purchased but before departure, issues a warning against entry to the destination.

o) Another sudden and unexpected event that affects you, is beyond your control and means that you cannot reasonably participate in/carry out the main purpose of the *trip/event*.

In cases where another insured person cancels his/her trip, in accordance with points 1.1 a)-o), and this has the effect that you would have to travel alone, the insurance also reimburses your cancellation costs.

### Please note:

- The reason for the cancellation must have occurred after the insurance was taken out.
- You must be able to verify, in a satisfactory way, the reason for the cancellation by means of a certificate/document from an impartial doctor, police officer, employer, or certificate from public authority or similar. The certificate must state the reason for the cancellation.
- Contact with the issuer of the certificate must have taken place before the intended start date of the *trip/event*.
- The trip should be canceled as soon as possible after that it has become known that the journey cannot be carried out

## 1.2 Maximum compensation

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The maximum compensation is stated in the insurance policy. If any excess applies, the excess will be specifically stated in the insurance policy.

For *group travel*, unless otherwise agreed with Europeiska ERV, the total maximum compensation sum is SEK 200,000 if several people in the group cancel due to one and the same claim event. This applies regardless of whether one or several policies have been taken out.

### 1.3 Limitations / Exclusions

- You will not receive compensation if the cause of the cancellation was known when you booked the *trip/event*.
- If compensation can be issued from another party according to the travel terms, statutes of the law, convention or travel guarantee.
- If compensation has been paid from other insurance.
- For airport taxes, if these are refundable from the travel agency/airline.
- For *trips/events* cancelled by the organiser.
- For expenses related to doctors' certificates, medical records, residence certificates etc.
- If the reason for the cancellation is due to a pre-existing medical condition that has displayed symptoms and/or resulted in hospitalization, changed medication and/or treatment or doctor's visits, in addition to planned check-up visits, within two (2) months before the insurance was taken out.
- If the reason for the cancellation is due to pregnancy or birth from the 37th week (37+0) of pregnancy.
- If the *trip/event* has been advised against by the attending doctor at the time of booking.
- In the event of bankruptcy or intervention by authorities.
- If the reason for the cancellation is that actions essential for the trip/event have not been taken or have not been completed, e.g. passport, visa, vaccinations or similar.
- For events that have broken out or for which notice has been given prior to the insurance being taken out.
- In case of strike.
- If the reason for the cancellation is a pandemic.
- Unexpected termination and new job: Copy of termination notice from your employer and declaration of employment from new employer.
- Divorce etc.: Copy of divorce application or documentation from the National Register of Persons.
- Claim on comprehensive insurance policy: Documentation for the claim on comprehensive insurance policy.
- Sick pet: Certificate from the treating veterinarian stating the diagnosis and that it is an acute illness or an accidental injury that has occurred.
- Advice from the Ministry of Foreign Affairs: Documentation proving that an advice has been issued.

### 1.4 Documentation in the event of a claim

- Travel documentation, flight tickets, event tickets or other documentation proving the cost and purpose of the trip/event.
- In the event of death, acute illness or injury: No later than the scheduled day of departure, the doctor treating you must complete a doctor's certificate outlining the diagnosis and date on which the symptoms of the illness or injury appeared.
- Unofficial walk-outs by employees: Documentary proof of such a walk-out.
- Fire, flooding etc.: Police report or claim report.
- Re-sitting of an examination: The time of the examination to be specified and documentation for a failed examination to be submitted. A doctor's certificate must be submitted in the event of illness and injury.
- Vaccination: Medical documentation proving that you are unable to receive the vaccination.
- Termination of employment or lock-out: Copy of the termination notice from your employer or notification of the lock-out.

# General terms

## Applicable law and legal venue / jurisdiction

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The Swedish Insurance Contracts Act applies to this insurance agreement and terms and conditions, if not specifically stated otherwise.

Any disputes arising from or relating to the insurance agreement shall be governed by Swedish law and settled by a Swedish Court.

## Dual insurance

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The insurance does not cover costs or pay out compensation for claims that have already been covered by another insurance company or credit card company. Each company, however, is liable towards you as the insured as if that company alone was liable for the claim, but with a right of recourse and division of the liability between the insurance companies in proportion to the respective liability amounts.

In the case of a claim, you are obligated to inform us of any other insurance taken out with another company and/or whether you have a credit card.

## Recovery of compensation

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To the extent that the insured and / or the policyholder have received compensation from this insurance, Europeiska ERV is fully and completely subrogated in all the insured's rights towards third parties. Third parties are defined as companies and public authorities both domestic and abroad who are, or can be made, liable to pay compensation or a contribution in connection with any case regarding a claim under this insurance.

## Filing of a claim and payment of compensation

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In the event of a claim, please register your claim as soon as possible by filling out a claims form on our website: [www.erv.se](http://www.erv.se) If it is not possible for you to fill out the claims form online, you can request a claims form by contacting Europeiska ERV. In addition to the claims form, the documents listed under 1.4 may be required.

## Limitations/Exclusions

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

## Right to withdrawal

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In accordance with the Act on Distance Contracts and Off Premises Contracts (SFS 2005:59), the following applies:

For insurance policies that provide cover for a period of more than one (1) month, the policyholder has the right to withdraw

the purchase of the insurance within fourteen (14) days of entering into the agreement. The deadline is calculated from the date when the insurance contract was concluded, that is, when the policyholder receives the policy and terms and conditions for the insurance. The right of withdrawal does not apply to insurance policies with an insurance period of one month or less. If the policyholder wishes to exercise the right of withdrawal, Europeiska ERV must be informed in writing before expiry of the deadline.

Europeiska ERV  
Torshamnsgatan 35  
164 40 Kista  
e-mail:[info@erv.se](mailto:info@erv.se)

## Inaccurate information

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It is important that the information, including health information, given to Europeiska ERV is precise and correct. If information is concealed or incorrect answers are given to questions that could have a bearing on Europeiska ERV's assessment of a claim, compensation may be reduced or cancelled.

## Personal data processing and disclosure of information

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Europeiska ERV values your privacy. We will only use your personal data for legitimate legal insurance related purposes and only retain your data for the duration required by our operational purposes and applicable law.

Europeiska ERV will only disclose your personal data to third parties when it has a legal purpose, for example, when it is needed to fulfil our agreement with you. 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.

Read more on our web page [www.erv.se](http://www.erv.se)

The address is: Europeiska ERV, Dataskyddsombudet, Torshamnsgatan 35, 164 40 Kista.

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.

## Complaints

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If you are not satisfied with the service or claims handling provided, please contact the employee you have been serviced by. If you still are not satisfied with our service or claims handling, your complaint should be sent in writing to:

Europeiska ERV's Customer Ombudsman  
kundambassaden@erv.se  
Visit: [www.erv.se](http://www.erv.se)

If you are not content with Europeiska ERV's handling of your complaint, you may turn to the following authorities outside Europeiska ERV:

### **The National Board for Consumer Complaints (ARN)**

The board reviews complaints from private individuals. The proceedings are free of charge.  
Box 174  
101 23 Stockholm, Sweden.  
Telephone: +46 (0)8 508 860 00  
e-mail: [arn@arn.se](mailto:arn@arn.se)

### **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.  
Box 24215 (Karlavägen 108)  
104 51 Stockholm, Sweden  
Telephone: +46 (0)200 22 58 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 expenses insurance or,
- Legal aid, that may contribute to your legal costs, depending on your income.

## Transfer of rights and compensation claims

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No person may pledge or in any other way transfer the rights conferred upon him / her by way of this insurance in any other way without Europeiska ERV's prior written consent.

# Definitions

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

**Co-insured:** A person who is covered by the same insurance as you and who will participate in the same trip/event as you.

**Co-traveller:** 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, foster children, stepchildren, siblings, parents, step parents, parents-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law. The parents and siblings of partners and registered partners, in these terms and conditions, are equivalent to parents-in-law, brother-in-law and sister-in-law.

**Event** refers to e.g. a course, admission tickets to a sports game, a concert or the like.

**Group travel:** Two or more people who have booked a trip to the same destination with the aim of being at the destination together.

**Trip** refers to e.g. flight, train, bus or ferry tickets, accommodation and/or rental car and package tours.



