

Cancellation Insurance – Stay & Accommodation

Terms and conditions No. 5050201

Valid from 1 March 2021

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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.dk

By telephone or e-mail: Monday – Friday.
You will find our opening hours at www.erv.dk

www.erv.dk

 +45 33 25 25 25

 info@erv.dk


If your injury is non-urgent, you can contact our Claims Department:


Claims Department

(non-urgent assistance)

You can report your claim via www.erv.dk
or by calling us.

www.erv.dk

 +45 33 25 25 25

 skade@erv.dk

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.
2. Limitations and exclusion are marked in grey.
3. All words in italics are defined in the end of the insurance conditions.
4. See General Terms for the needed documentation in case of a claim.

Insurance provider for this insurance

Europæiske Rejseforsikring A/S, hereinafter called Europæiske ERV

Frederiksbergs Allé 3

DK - 1790 København V

CVR no: 62940514

The provider is under supervision of the Danish Financial Supervisory Authority.

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

The person purchasing the insurance must be at least 18 years old and a permanent resident in the EU/EEA. The insurance can be taken out for a maximum of twenty (20) persons and it will provide cover for the policy holder and up to nineteen (19) co-insured persons. The persons covered by the insurance policy/the booking confirmation are the insured persons in accordance with these terms and conditions and are referred to as "you".

Ⓑ When the insurance must be taken out

The insurance must be taken out at the latest two (2) days after paying the deposit or full payment for the *accommodation*. The insurance cannot be taken out later than three (3) days before a *rental period* begins.

If the insurance is not taken out according to the rules above it is not valid and any premium paid will be reimbursed.

Ⓒ Where the insurance applies

The insurance applies within the EU/EEA.

1. Cancellation

1.1 When the insurance applies

The insurance applies upon issuing of the insurance policy/booking confirmation provided that payment for the insurance is made in accordance with the payment terms set out by the *accommodation* provider. The insurance ceases to apply once you have checked in at the place of *accommodation*.

1.2 What the insurance covers

The insurance covers your share of the cancellation costs that can be charged according to the set cancellation provisions of the *accommodation* provider if you or a *co-insured* person is prevented from going to the *accommodation* or if the purpose of renting the *accommodation* cannot be fulfilled due to

- *Acute illness and accident* or death affecting you, a *close relative* or *co-traveller*.
- Unofficial walk-outs by employees in your own company immediately prior to your departure.
- Fire, flooding, burglary or storm damage in or to your private residence or company immediately prior to your departure.
- 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 registered SU 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.
- Cases where you, on medical grounds, are unable to get a vaccination that is being introduced during the period of insurance and which is a requirement for travel to the country you are to travel to.
- In cases where you are pregnant and cannot be vaccinated due to the risk it poses to the health of the foetus. It is a condition that you were not pregnant when you purchased the trip.
- 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.
- 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.
- Divorce, separation 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.
- Cases where you are unable to get the prior medical approval from Europæiske ERV that is required in order to purchase travel insurance. It is a condition that the ailments that result in you being unable to obtain prior

medical approval were not present when you purchased the trip and cancellation insurance.

- Cases when you are unable to commence or complete motoring or camping holiday because your car or camper van sustains damage that is covered by a standard comprehensive insurance policy. The insurance only covers damage arising in the 8 days prior to departure.

IMPORTANT:

- Cover by this insurance is only paid out under the condition that all insured persons cancel the booked accommodation.
- 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 a certificate/document from an impartial doctor, police, 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 check in at the place of *accommodation*.
- Only one insurance policy can be taken out per person/group/*accommodation*.

1.3 Maximum compensation

The maximum compensation is stated in the insurance policy/booking confirmation.

1.4 Limitations/Exclusions

You will not receive compensation:

- if a co-insured person(s) chooses to go and make use of the *accommodation*.
- If the cause of the cancellation was known or could have been anticipated when you booked the *accommodation*.
- If compensation can be issued from another party according to the rental terms, statutes of the law, convention or travel guarantee.
- If compensation has been paid from other insurance.
- For *accommodation* cancelled by the *accommodation* provider.
- For expenses related to doctors' certificates, medical records etc.
- If the reason for the cancellation is due to a pre-existing medical condition that has displayed symptoms and/or has been treated less than two (2) months prior to the time of purchase of the insurance.

- If the reason for the cancellation is due to pregnancy or childbirth. The insurance does, however, cover medical complications that are unforeseen and occur before the 32nd week of pregnancy.
- If travelling to the *accommodation* 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 necessary for going to the place of *accommodation* have not been taken or have not been completed, e.g. passport, visa, vaccinations or similar.
- In the *event* of strike.
- If the reason for the cancellation is a *pandemic*.

2. Ruined holiday

2.1 When the insurance applies

The insurance applies during the *rental period*.

2.2 What the insurance covers

The insurance covers compensation for ruined holiday if you and all *co-insured* persons have to leave the *accommodation* for the remaining *rental period* due to

- *Acute illness, accident* or death affecting you, a *close relative* or a *co-insured*.
- Any other sudden and unexpected event affecting you in the way that you cannot reasonably go to the planned place of accommodation, e.g. if your approved holiday is suspended, your home is damaged by fire, flooding or burglary or your pet becomes seriously ill.

The insurance covers your share of the price of the *accommodation* per day and compensation is calculated based on the number of whole days which have been ruined, including the day of departure from the *accommodation*. The originally planned *rental period* and rental price is used to calculate the price per day.

- *The acute illness, accident* or death must be documented by a qualified impartial medical doctor stating the diagnosis or death.
- The day of departure from the *accommodation* must be verified by the *accommodation* provider.
- Other incidents causing cancellation of your stay must

be documented by police, employer, public authority or similar. The cause must be clearly stated in the documentation.

2.3. Maximum compensation

The compensation is the rental price of the *accommodation* per remaining day of the *rental period*, per person leaving the *accommodation*, yet maximum the total rental price. The compensation is calculated as of and including the day you and all *co-insured* persons leave the place of *accommodation*.

IMPORTANT:

In order to get compensation for ruined holiday it is a condition that all insured persons leave the place of accommodation.

2.4 Limitations/Exclusions

The insurance does not cover ruined holiday if:

- you resume the stay in the *accommodation*.
- the event causing the interruption of the stay had occurred or could reasonably be predicted before initiating stay in the *accommodation*.
- *co-insured* persons choose to remain staying in the *accommodation*.
- if the reason for interruption of your stay is a *pandemic*.

3. Household items

3.1 When the insurance applies

The insurance applies during the *rental period*.

3.2 What the insurance covers

If you are obliged to pay compensation for damaged *household items* under the terms of the rental agreement and in accordance with the applicable legislation in the country where the damage occurs, the insurance covers damage caused to the *household items* of the *accommodation* - including damage to glass- and sanitary ware and kitchen worktops.

3.3 Maximum compensation

The insurance covers up to a maximum of 75 000 DKK for damage to *household items* in the total *rental period*. However, damage to glass- and sanitary ware and kitchen worktops with a maximum of 8 000 DKK. An excess of DKK 500 per damage to *household items* applies.

3.3.1 Recognition of liability and rules of compensation

Europæiske ERV is only required to pay for expenses approved by Europæiske ERV. As such, your acknowledgement of the liability or payment of a claim is not binding for Europæiske ERV. By acknowledging the liability without the approval from Europæiske ERV you risk having to pay for the damages yourself.

How compensation is calculated:

- a) The compensation for fully damaged items is calculated according to the following principles: *Household items* less than two years old and undamaged before the damage occurred are reimbursed with the replacement cost of comparable new *household items*. For *household items* more than 2 years old a deduction of 10 % per year is applied, based on the value of an equivalent household item purchased at the same time as the damaged one.
- b) Europæiske ERV can choose to have damaged *household items* repaired, pay an amount equal to the repair costs or to pay an amount corresponding to the decrease in value. If the *household items* cannot be repaired, they must by request, be sent to

Europæiske ERV. After having paid compensation the item belongs to Europæiske ERV.

3.4 Limitations/Exclusions

The insurance does not cover:

- Normal wear and tear, scratches, soiling or gradual deterioration.
- Theft committed by you, a *co-insured* or guests.
- Liability for damage caused by intentional, criminal or grossly negligent acts or omissions.
- Liability for damage caused by the insured self-induced intoxication or self-induced influence of narcotics or other drugs when the influence is a major contributing cause of the injury.
- Damage caused by pets.
- Damage caused during your use of all kinds of vehicles, such as motor vehicles, caravans, trailers or aircraft.
- Damage to bicycles.
- Damage to maritime vessels, including windsurf boards, surfboards, rowing boats, canoes and kayaks as well as parts thereof.
- Cosmetic damage to windows and basins, including spas and hot tubs.
- Damage to swimming pools and water therein.
- Damage to saunas
- If compensation has been paid from other insurance.

General terms

Limitation

If self-inflicted intoxication is the main or contributory factor of the claim, this may result in reduced or no compensation.

General exclusions

The insurance does not cover expenses which – irrespective of the insured’s state of mind or sanity – relate to, are caused by or have occurred as a direct or indirect consequence of:

- a) A criminal offence committed by the insured, his/her beneficiary or legitimate heir.
- b) Wilful or grossly negligent actions or omissions from the insured.
- c) The abuse of alcohol, narcotics or medication, involvement in fights, self-inflicted effects of narcotics or other intoxicating substances, suicide or attempted suicide.
- d) Participation in *scientific expeditions*.
- e) Active participation in war, riots etc.
- f) Indirect losses.
- g) Strikes, lock-outs, arrest, commandeering or other measures enacted by public authorities unless it is stated otherwise under the conditions for the individual cover.
- h) Cases where the insured party opposes or does not follow instructions issued by Europæiske ERV.
- i) Motor racing, extreme sports, mountain climbing and mountaineering.
- j) Damage that was anticipated prior to the start of the *rental period*.
- k) *Medical travel*.

In addition, the insurance does not cover where the activity is in direct contravention of applicable specific or general trade restrictions, including economic or financial restrictions and additional sanctions or embargoes imposed by the EU, USA or Denmark unless the aforementioned measures are adopted in contravention of applicable EU legislation or Danish rules of law.

Furthermore, international sanctions may create obstacles for the insurance provider regarding delivery of the insurance services, including but not limited to, reimbursement of expenses the claimant, and providing assistance may be hindered or become impossible. The insurance provider or any of its partners will in those situations offer the best suitable solution for the parties, taking the circumstances into consideration.

Premium

The premium is based on the selected covers and sums insured.

Premium payment

By payment of the premium, any local insurance fee or insurance premium tax is calculated and added to the premium in accordance with applicable law on fees for insurance policies or any other fees payable to the government of the policyholder’s home country in question.

The premium must be paid in accordance with the payment information and payment deadlines stated on the invoice or booking confirmation.

Applicable law and legal venue

The Danish 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 Danish law and may be settled by the district court of first instance in the area where you live or by the City Court (“Byretten”) of Copenhagen, Denmark should you wish so.

Double insurance

The insurance does not cover costs or pay out compensation for claims which have already been covered by another insurance or credit card. Each company however are liable towards 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 case of a claim the insured are obligated to inform Europæiske ERV of any other insurance taken out with another company and/or whether the insured have a bank- or credit card with insurance cover.

Recourse and recovery of compensation

To the extent that the insured have received compensation from this insurance, Europæiske 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.

Fees

Europæiske ERV can introduce and change fees for services provided and charges to the extent that such changes are required to ensure that Europæiske ERV’s actual costs are covered. General increases and new fees are publicised on Europæiske ERV’s website and will not be implemented until one month after they have been publicised on the website.

Inaccurate or false information

It is important that the information, including medical information, given to Europæiske ERV is precise and correct. If information is concealed or incorrect answers are given to questions that could have a bearing on Europæiske ERV’s assessment of a claim, this may result in reduced or no compensation.

General terms

Filing of a claim and payment of compensation

The insured must register the claim as soon as possible by filling out a claim form on our website: www.erv.dk.

If it is not possible for the insured to fill out the claims form online, a claims form can be required by contacting Europæiske ERV.

In addition to the claim form, the following documents are required:

- a) The insurance policy or booking confirmation
- b) Cancellation:
 1. Documentation stating the insured's share of the *accommodation* cost of the cancellation and any specific purpose of the *accommodation* stay.
 2. Documents confirming the date of and reason for the cancellation, e.g. doctor's certificate, police report etc.
- c) Ruined holiday:
 1. Doctor's certificate, copy of medical record or other documentation for illness or injury from the treating doctor or the hospital at the destination. Information on diagnosis and treatment must be included.
 2. Documentation stating the insured's share of the *accommodation* cost and intended duration of the stay.
 3. Verification from the *accommodation* provider of the day of departure from the *accommodation*.
- d) Household items:
 1. Documentation stating the purchase and price of the item or price of repair of the item.
 2. The insured's written recognition of the damage.

Europæiske ERV shall pay the compensation no later than one month after the insured have registered the claim and submitted the information we require to be able to handle the claim.

Limitations

Claims that are not made in accordance with the terms and conditions may result in reduced or no compensation.

Right of withdrawal

According to the at any time applicable Danish Insurance Contracts Act you have the right to withdraw from the contract.

There is, though, no right to cancellation for travel insurance policies providing cover for up to 30 days.

In case of travel insurance policies providing cover for more than 30 days the following right of cancellation applies:

You have the right to cancel in accordance with the law on insurance agreements in force at any given time. The deadline for the right of cancellation is 14 days. The deadline is calculated from the day on which the insurance terms and

conditions are sent to you/received by you, but no earlier than the time at which you have received notification that the insurance agreement has been completed. If, for example, you receive the insurance terms and conditions on Monday the 1st you have up to and including the 15th to withdraw. If the deadline expires on a public holiday, a Saturday, Sunday or Constitution Day, you can wait until the next working day.

You must inform Europæiske ERV that you have changed your mind about the agreement before the expiry of the cancellation deadline. If this notification is sent by post you must send the letter before the expiry of the deadline. If you wish to ensure that you have given notification in due time you should send the letter by registered post and retain the receipt.

Notification that you have changed your mind about the agreement should be sent to:

Europæiske ERV, Frederiksberg Allé 3, 1790 Copenhagen V., Denmark.

Personal Data processing and disclosure of information

Europæiske 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. Europæiske 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 Europæiske 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:

Europæiske ERV, Kundeambassaden, Frederiksberg Allé 3, 1790 København V., Denmark.

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

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

Our at all times updated data protection policy is available on our web site. Please click [here](#) to read the data protection policy.

General terms

Complaints

If you are not satisfied with the service or claims handling provided, please contact the person you have been serviced by.

If you are still not satisfied with our service or decision, you may send a complaint in writing to The Customer Embassy which is our responsible unit for handling of complaints:

Europæiske ERV

Frederiksberg Allé 3

FAO: Customer Embassy

DK - 1790 Copenhagen V

E-mail: customerembassy@erv.dk

If you are not satisfied with our handling of your complaint, you can turn to the following authority outside Europæiske ERV:

Ankenævnet for Forsikring (The Insurance Complaints Board)

Anker Heegaards Gade 2, 1

1572 Copenhagen V

Telephone (+45) 33 15 89 00

(between the hours of 10.00 and 13.00)

The complaint must be submitted on a special complaints form, which you can obtain from:

- Europæiske ERV
- Ankenævnet for Forsikring
- Danish Insurance Association,
Philip Heymans Allé 1,
2900 Hellerup,
Telephone (+45) 41 91 91 91 (between the hours of 10.00 and 13.00)

You must pay a fee to the Insurance Complaints Board when submitting the complaint form.

Public court

Even if your case has been reviewed by The Insurance Complaints Board, 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

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

Public cover

Europæiske ERV is not obliged to cover expenses which are already covered wholly or partially by any scheme, programme or similar, funded by any government.

Definitions

Accommodation is the rented *accommodation*, including camping area, for which you have purchased this insurance.

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

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

Co-traveller refers to a person who has, jointly with you, booked *accommodation* at the same destination and whose name is stated on the same travel booking as you.

Close relative refers to spouse/partner/registered partner, children, stepchildren, foster children, siblings, parents, parents-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law.
The parents and siblings of cohabitantes and registered part

ners, in these terms and conditions, are equivalent to parents-in-law, brother-in-law and sister-in-law.

Household items all items belonging to the normal equipment of a private residence, which are not integrated in or does not constitute a part of the house or building(s).

Medical travel All forms of travel undertaken for the sole purpose of receiving treatment at a clinic, hospital etc.

A Pandemic is an epidemic occurring on a scale which crosses international boundaries, usually affecting a large number of people.

Rental period is the period for which you have rented the *accommodation* according to the rental contract/booking confirmation, commencing at 00.00 the first rental day and ending at 23.59 the last rental day.

Scientific expeditions are expeditions to areas where the local public authorities require you to have a special permit in order to go there.