

INSURANCE CERTIFICATE

Skier- and Activity Insurance - SkiStar

Valid from June 1, 2021



Insurance Certificate

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Coverage	Insurance amount	Excess	Clause in the terms and conditions
Ski insurance/Bike insurance		Ski insurance: For persons up to and including 17 years of age NOK 300 For adults NOK 700 Bike insurance: For persons up to and including 17 years of age NOK 1000 For adults NOK 3000	Cf. clause 1
Ruined holiday	The cost of all or parts of a SkiPass, LiftPass, ski hire, cycle hire, ski school, cycle courses or other activity.		Cf. clause 2
Accident insurance			Cf. clause 3
<ul style="list-style-type: none"> Medical disability 	NOK 300 000 From the year in which the insured person reaches the age of 46, the disability benefit is reduced by 5 percentage units per year, to a minimum of NOK 200,000.		Cf. clause 3.3
<ul style="list-style-type: none"> Death 	50 000 NOK		Cf. clause 3.3
<ul style="list-style-type: none"> Medical costs 	Necessary and reasonable costs		Cf. clause 3.4
<ul style="list-style-type: none"> Lokal travel costs 	Necessary and reasonable costs		Cf. clause 3.5
<ul style="list-style-type: none"> Dental accident 	Necessary and reasonable costs		Cf. clause 3.6

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.

For this insurance, the terms and conditions for Skier- and Activity Insurance - SkiStar valid from June 1. 2021" applies. This document is only an extract of the terms and conditions. The current terms and conditions for the insurance are attached.

This is a translation from Norwegian to English of the insurance conditions for "Alpin- og Aktivitetsforsikring vilkår gjeldende fra 1 juni 2021". In the event of a dispute regarding the content and interpretation of these terms and conditions, the original Norwegian wording shall always prevail.

A. WHO CAN TAKE OUT INSURANCE

The insurance applies to the policyholder. The policyholder is the person named in the hire contract, on the receipt or in the booking confirmation from SkiStar, provided that this person has reached the age of 18 and has a permanent residence within the EU/EEA.

The insurance can be taken out by any person who hires equipment or purchases an arrangement from SkiStar.

B. WHAT CAN BE INSURED

When hiring equipment, the policy covers:

- Hired equipment such as skis, snowboards, cycles (*objects*)
- Ruined holiday.
- Medical disability, medical, dental and travel costs as well as death resulting from *an accident*.

On purchasing an arrangement, the insurance covers:

- Ruined holiday.
- Medical disability, medical, dental and travel costs as well as death resulting from *an accident*.

C. WHEN SHOULD THE INSURANCE BE TAKEN OUT

The insurance policy should be taken out and paid for during the booking process for the *arrangement* or, alternatively, in connection with the hire of equipment.

D. WHEN THE INSURANCE APPLIES

The insurance applies from the time the premium is paid. The company's liability does not begin to run until the entire insurance premium has been paid.

When hiring equipment, the insurance applies during the period of the hire, according to the booking confirmation or the hire agreement.

When purchasing an arrangement, the insurance applies during the length of stay at the *destination* shown on the booking confirmation or receipt.

E. PRECAUTIONS/SECURITY DIRECTIVES

If you do not comply with the stated directives, this can lead to the compensation being reduced or not paid at all.

Ski insurance/Bike insurance

- Insured objects must not be left unattended
- Bicycles must be locked with a SSF approved cycle lock when they are left unwatched.
- Insured objects must not be stored outdoors at night in a car, roof box, on railings or in other unlocked storage area, "At night" means the time between 00.00 and 06.00.
- Ski equipment must not be used on closed or non-pisted trails/runs.
- Bicycles must not be used on unmarked routes/trails for cycling.

Ruined holiday

- Alcohol, narcotics, sedatives or other intoxicants should not be used in such a way that you expose yourself to risk of bodily injury or unforeseen illness.

Medical disability

- Alcohol, narcotics, sedatives or other intoxicants should not be used in such a way that you expose yourself to risk of bodily injury.

F. LIMITATIONS/EXCLUSIONS

Generelle unntak

The insurance does not cover damage or loss as a result of:

- a) Intentionally causing the insured event.
- b) Active participation in war, riot or similar.
- c) Strike, lock-out, arrest, commandeering or other action by the authorities unless this is stated in the terms and conditions of the individual insurance policy.
- d) Nuclear process or nuclear reaction, nuclear fission, ionising radiation, radiation from radioactive fuel or waste, or chemical or biological substances.
- e) In the event of travel to countries/regions for which the Ministry of Foreign Affairs has issued a travel warning. The insurance will, however, continue to apply for up to 14 days if you are already in the affected country or region when the travel warning is issued, provided that you leave the region/are evacuated at the first possible opportunity.
- f) Suicide or attempted suicide.

The insurance also does not cover:

- g) Costs that can be compensated from another source according to law, ordinance, convention or damages.
- h) Costs that have been compensated from another insurance.

Ski insurance/Bike insurance

The insurance does not cover:

- embezzlement, fraud or illegal disposal
- damage caused through gross negligence or intent
- damage which can be compensated under guarantee or has been covered through another insurance policy.

If the insured has brought about an insured event through gross negligence or worsened its consequences, the compensation may be reduced or not paid at all. The decision shall be based on the degree of guilt, the course of the damage, whether the insured was in self-inflicted intoxication, and the circumstances otherwise.

Ruined holiday

The insurance does not cover:

- Sunburn injuries as a result of too intensive sun exposure. Notwithstanding the above, compensation will however be provided if a *doctor*, according to a medical certificate, ordered you to completely avoid being in the sun.
- Bone fractures, sprains or ligament injuries in hands or fingers if they would not ruin the purpose of the trip.
- If compensation is being provided from another source.
- For ruined days of holiday after the originally planned travel period. Compensation can be paid only once per ruined day of holiday per insured person.

Compensation is not paid for daily rates:

- for sexually transmitted diseases
- for scheduled surgery and treatment and any subsequent complications as a consequence of this
- if compensation can be received from elsewhere by law, statute, convention or damages
- if compensation has been received from other insurance or equivalent protection.

Accident insurance

The insurance does not cover accident which occur outside the boundaries of SkiStar's resorts. The insurance does not apply to personal injuries that have occurred in connection with the use of a motor vehicle.

The insurance does not cover:

- Accidental injury – or the consequences thereof – which occurred before the period of the insurance.
- Accidental injury resulting from overstrain, one-sided movement or repetitive strain injury.
- Infection by bacteria, virus or other infectious matter.
- Deterioration in the state of health if this deterioration, in the view of experienced medical practitioners, would probably have happened even if the accidental injury had not occurred.
- Injury arising from procedures, treatment or examination that was not occasioned by accidental injury covered by this

insurance.

- From 18 years old and upwards: Injury arising from the insured carrying out or taking part in intentional criminal acts which could lead to imprisonment under Norwegian law.

Please note the following in particular:

As is explained above, there are four criteria (physical injury, involuntary, sudden, external event) which must be met for an accidental injury in the meaning of the insurance terms and conditions to exist. This can lead to the situation where events that would be described as *accidents* in everyday speech are not defined as *accidents* in these terms and conditions.

Medical disability

Under no circumstances can the calculated degree of disability exceed 100 %.

- An existing physical infirmity cannot lead to a higher degree of disability than if that physical infirmity had not existed.
- The insurance does not cover conditions that are due to illness, deformity or lesions. Where the physical infirmity can be assumed to have resulted in a worsening of the consequences of the injury, compensation is paid only for the consequences arising independently of the physical infirmity and due solely to the accidental injury.
- The insurance does not cover injury caused by infection by bacteria, virus or other infectious matter.

Medical costs

- The doctor providing treatment at the destination must be registered, qualified and impartial.
- The cost of private medical care and treatment, as well as private surgery and the associated costs, are not covered by the insurance.
- The insurance does not cover medical costs once definitive medical disability benefit has been paid.

Local travel costs

The insurance does not cover:

- Travel costs once definitive medical disability benefit has been paid.
- Travel costs to and from private medical care.
- Travel by private car which has been lent without charge, is a company or service car or a fringe benefit car where no costs have arisen.

Dental accident

The insurance does not cover:

- chewing or biting injuries
- normal or routine treatment
- if, before the trip, your teeth were weakened by fillings, root fillings or dental disease in the teeth, gums or in the jaw, if you have poor dental hygiene or have not undergone regular dental check-ups or have not completed a course of treatment which was recommended by the dentist.

G. OTHER IMPORTANT CONDITIONS

Choice of law and competent court

Unless otherwise stated in the insurance certificate, the Norwegian Insurance Contracts Act (Forsikringsavtaleloven, LOV-1989-06-16-69) (FAL) applies. Disputes in connection with this insurance agreement shall be decided by a court in Norway in accordance with Norwegian legal rules.

Double insurance

The insurance does not cover costs or claims which have already been settled by another insurance company or credit card company. Each insurance company is, however, liable towards you as if the insurance company was solely liable for the claim. The insurer has right of recourse, and the amount of liability will be allocated among the insurance companies in proportion to their respective amounts of liability.

When you make a claim, you are obliged to inform us of any insurance policies which have been taken out with other insurance providers and/or if you have paid for *the trip* using a debit or credit card which includes insurance cover.

Recourse and recovery of compensation

To the extent that you have received compensation under this insurance policy, Europeiska ERV joins in your right as the insured person in relation to third parties. The term "third parties" refers to private companies or public authorities/agencies in Sweden or abroad who are, or may become, liable to pay compensation or a proportion of the amount of compensation in connection with the settlement of a claim under this insurance. In such cases, the company has a right of recourse against the person responsible.

Reporting damage and payment of compensation

In the event of a claim, you must report the claim as soon as possible and no later than one year after you became aware of the circumstances that justify the claim. If the claim is not reported within one year, you lose the right to compensation, cf. FAL § 18-5.

In the event of damage to hired equipment, you must contact SkiStar as soon as possible, via the service point at the *destination*. The documents which must be enclosed with the report are listed under 1.5 above.

In the event of a claim for Ruined holiday or *Accident*, you must report the damage/injury as soon as possible by completing a report form on our website: www.erv.se. If it is not possible for you to fill out the claims form online, you can contact Europeiska ERV for assistance. The documents which must be enclosed with the claim are listed under 2.7 and 3.3.11 above.

Omitted claim or incomplete information

If the claim and other necessary information or documentation is not sent to the company, this may lead to the compensation being reduced or withheld entirely.

Causing an insured event

If the insured person has intentionally caused an insurance event, Europeiska ERV is freed from liability. The company is still liable if the insured, due to age or state of mind, could not understand the scope of the action.

If the insured person has brought about an insured event through gross negligence or worsened its consequences, the compensation may be reduced or entirely withheld. The same applies if the insured has grossly negligently caused the insured event by violating a safety regulation. The decision should be based on the degree of guilt, the course of the damage, if the insured was in self-inflicted intoxication, what effect the reduction or loss of the company's liability will have for the person who makes a claim on the insurance or for other persons who are financially dependent on him or her and the conditions otherwise.

Incorrect information

It is essential that all information, including information on health, which is submitted to Europeiska ERV is complete and correct. If information is withheld or if incorrect answers are provided to questions which may be important for Europeiska ERV to settle claims, compensation may be reduced or withheld entirely.

Complaints

If you are not satisfied with our service or the handling of your claim, please contact the person who handled your case. If you are still not satisfied, you should send a written complaint to Europeiska ERV's Customer Ombudsman:

Europeiska ERVs Kundeombud

kundambassaden@erv.se

www.erv.se

If you are not satisfied with the European ERV's complaint handling, you can send a written complaint to an external appeal body.

The Financial Appeals Board

(Finansklagenemnda)

The Financial Appeals Board (FinKN) is an industry-based and independent appeal body that handles appeals against banks, insurance companies, debt collection companies and other financial companies. The Financial Appeals Board shall, through out-of-court dispute resolution, contribute to the person who is entitled being granted justice. The tribunal's statements are indicative.

Finansklagenemnda
Postboks 53, Skøyen
0212 Oslo
post@finkn.no

An appeal to the Financial Appeals Board can also be created via the board's website by logging in via the ID portal (Bank ID) www.finkn.no