



TERMS & CONDITIONS

Cancellation Insurance - SkiStar

Valid from June 1, 2021



Terms and Conditions

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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.

This is a translation from Norwegian to English of the insurance conditions for "Avbestillingsforsikring 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.

CONSIDER THIS WHEN YOU READ THE TERMS AND CONDITIONS:

1. The insurance contract consists of terms and conditions and insurance certificate. The insurance certificate applies before the terms and conditions. The insurance certificate states which terms and conditions apply.
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 under section "Definitions".

A. WHO CAN TAKE OUT CANCELLATION INSURANCE AND FOR WHOM DOES THE INSURANCE APPLY

The insurance applies to the policyholder. The policyholder is the person who has booked the *arrangement* according to the booking confirmation from SkiStar, provided that this person participates in the *arrangement* personally, has reached the age of 18 and has a permanent residence within the EU/EEA. The insurance also applies to other persons who participate in the *arrangement* together with the policyholder when these are named in the travel booking and have a permanent residence within the EU / EEA. In the following, the persons who are insured under the insurance are referred to as "you" or "yours".

B. WHAT CAN BE INSURED

You can insure paid *arrangements* costs from SkiStar when cancelling and rebooking. The insurance covers cancellation, cf. clause 1, and ruined holiday, cf. clause 2.

C. WHEN SHOULD THE INSURANCE BE TAKEN OUT

The insurance should be taken out in connection with booking or at the latest when paying the registration fee.

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.

D. WHEN THE INSURANCE APPLIES

The insurance applies from the time the premium is paid and ceases upon check-out from the accommodation. The company's liability does not begin to run until the entire insurance premium has been paid.

The Cancellation insurance comes into force the day after the premium has been paid, no earlier than 20 days before arrival, and ceases to apply on the day of arrival according to the booking confirmation.

The Ruined holiday insurance comes into force on arrival at the *destination* and ceases to apply at check-out from the accommodation according to the booking confirmation.

1. CANCELLATION

1.1 What your insurance policy covers

The insurance covers paid *arrangement* costs which appears on the booking confirmation, if you have to cancel the *arrangement* due to:

- *Acute illness and accident* or death that affects you, a close relative or *co-traveller*
- If you are called up in the armed forces or the civil defense.
- If you have initiated divorce proceedings.
- If you have suffered a fire, water damage or break-in in your private residence or your own company's premises.
- If you are affected by dismissal due to lack of work. The insurance does not apply upon notice.
- If you, during a journey by car, train or bus to the *destination*, have suffered an unforeseen downtime so that 25% of the *arrangement* cannot be used, however at least 24 hours.

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 of the *arrangement*.
- Only one insurance can be taken out per person and accommodation.
- In the event of cancellation for parts of the company, the corresponding part is reimbursed from the insurance.

1.2 Maximum compensation

The maximum compensation amount is the total amount of the *arrangement* cost.

1.3 Excess

The insurance applies with an excess of NOK 212 (20 EURO) which is deducted from the compensation.

1.4 Limitations/Exclusion

The insurance does not cover:

- If the reason for the cancellation was known when you booked the *arrangement*.
- 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 *arrangements* cancelled by the organizer.
- For costs for *doctor* visits, *doctor*'s certificates, medical records etc.
- If the *arrangement* 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 incidents that have broken out or for which notice has been given prior to the policy being taken out.
- In case of strike.
- If the reason for the cancellation is a *pandemic*. However, the insurance applies if you become ill with Covid-19.

Please note

The insurance does not cover cancellation due to pregnancy or birth. However, the insurance covers cancellation due to unexpected illness under or as a consequence of pregnancy or birth, if the conditions for coverage under this insurance are otherwise fulfilled.

1.5 Documentation in case of a claim

The following documents should be enclosed with the claim form:

- Documentation that shows the cancellation costs for the *arrangement*.
- Certificates confirming the date and the reason for the cancellation, e.g. *doctor*'s certificate, police report or similar.
- Documentation that proves co-travelers' participation in the *arrangement*.

1.6 Cancellation and rebooking up to 21 days before arrival

As the policy holder of this cancellation insurance, SkiStar offers you free cancellation and rebooking of accommodation, without a valid reason and certificate, up to 21 days before arrival. Cancellation and rebooking of SkiPass, ski rental and ski school is possible until the day before the first day of validity. For cancellation and rebooking, a handling fee of NOK 212 (20 EURO) is charged. Contact SkiStar on telephone + 46 771-84 00 00 in case of cancellation or rebooking.

2. RUINED HOLIDAY

2.1 What the insurance covers

The insurance covers ruined holiday if you are unable to participate in the *arrangement* that was the main purpose of the trip due to:

- you suffering an *acute illness, accident or death*
- you have to cancel or terminate your trip because you must go home
- you must be evacuated from the *destination* due to *natural disaster, act of terrorism* or similar.

For compensation for ruined holiday, the policyholder and *co-travellers* must leave the accommodation.

The insurance covers *the price of the arrangement per day* for the days of the holiday that have been ruined. Cleaning costs for the accommodation are included in the insurance.

The insurance must not give rise to a profit but will compensate only the financial loss suffered. The insurance premium is not included in the loss assessment and is not repaid in the event of any damage.

2.1.1 Daily rates in case of acute illness, accident or death

The insurance covers daily rates if:

- you are hospitalised as a result of acute illness, accident or death.
- you cannot take part in the activity which was the main purpose of the trip as a result of acute illness, accident or death.

It is a requirement that you have a *doctor*'s certificate issued by a registered *doctor* at *the travel destination* which shows the diagnosis and the number of days in which you have not been able to carry out the activity which was the main purpose of the trip.

The compensation is calculated from and including the date on which you visited the *doctor*, were hospitalised or on the day of death.

2.1.2 Daily rates in case of travel home

The insurance covers daily rates if you have to cut your stay at the *destination* short due to:

- Serious *acute illness or accident* which affects a *close relative* in your home country and which, for medical reasons, requires hospitalization for at least three (3) days.
- Unforeseen *acute illness or accident* of a life-threatening nature or death that affect your *close relatives* in your home country.
- Serious loss or damage occurring in your private residence or your own company's premises which, for financial reasons, requires your immediate presence, e.g. bankruptcy, major fire, break-in or water damage.

The compensation is calculated from and including the date on which you left *the destination* and began the journey home.

2.1.3 Daily rates in case of evacuation

The insurance covers daily rates if you are advised by the Ministry of Foreign Affairs in your country of residence or public authority at the *destination* to leave the *destination* due to:

- *act of terrorism*;
- *natural disaster*;
- outbreak of war or warlike situation;
- imminent danger of life threatening *epidemics*.

The compensation is calculated from and including the day on which you were evacuated or left the area for travel to a safer place.

2.2 How the compensation is calculated

2.2.1 Daily rates

The originally planned travel period and the price of the *arrangement* are used to calculate the price per day of the *arrangement*.

The insurance covers the price per day of the *arrangement* based on the number of days of holiday which it can be confirmed were ruined.

The calculation is based on the number of days which the *arrangement* has been booked for according to the booking confirmation.

2.3 Maximum compensation

The maximum compensation amount is the total amount for the *arrangement* cost.

2.4 Excess

The insurance applies with an excess of NOK 212 (20 EURO) which is deducted from the compensation.

2.5 Precautions/Security directives

- 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.

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

2.6 Limitations/Exclusions

2.6.1 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 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.

2.6.2 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.

2.7 Documentation in case of a claim

- Medical certificate, copy of medical record from the treating *doctor* or the hospital providing treatment at your *destination*. Information on diagnosis, treatment and duration of the illness must be included.
- In the event of travel home: Medical certificate, copy of medical record from the treating *doctor* or hospital in the country of residence or a copy of the death certificate. In the event of a fire, break-in etc., you must submit a copy of the police report, damage report or fire report.
- Travel documents which show the *travel destination*, travel date and the purpose of the trip.
- Documentation that proves *co-travellers* participation in the *arrangement*.

GENERAL TERMS

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.

The claim must be reported to the company by filling out a claim 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. Information on required documents, in addition to the claim form, can be found in these terms and conditions under the applicable insurance section 1.5 and 2.7.

Europeiska ERV will pay the compensation no later than one month from the date on which you reported the event and provided us with the information/documentation needed to settle the claim.

Limitations

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

Right of withdrawal

Cf. The Right of Withdrawal Act (Angerrettlöven, LOV-2014-06-20-27) § 34, the policy holder has the right to regret the purchase of the insurance within 14 days from the time the agreement was entered into. The deadline is counted from the date on which the insurance contract is entered into, i.e. when you received the insurance policy and the terms and conditions of the insurance. If you want to exercise your right of withdrawal, you must inform Europeiska ERV of this in writing before the deadline. If you decide to exercise your right of withdrawal, Europeiska ERV is entitled to request that you pay a proportional premium for the period during which the insurance was valid. For insurance policies with a period of insurance shorter than one (1) month, the right of withdrawal does not apply, cf. The Right of Withdrawal Act (Angerrettlöven) § 35 (b).

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.

Personal data processing and disclosure of personal data

Europeiska ERV respects your personal privacy and makes every effort to achieve a high level of security in all processing of personal data. We use your personal data only for the purposes stated when you provide your personal data to us. Your personal data is stored only for as long as necessary to enable us to fulfil our obligations towards you, as our customer.

Europeiska ERV discloses your personal data to third parties only if we have your consent to do so or if we are required to do so by law. Every customer who has entered into a contract with Europeiska ERV can request to have, free of charge, an extract from the register showing the information we have saved on him or her. You are free to contact us at any time to change your data if, for example, you no longer wish to receive news and other information.

You have the right to request in writing to have the personal data on you which is stored by Europeiska ERV deleted. However, we cannot delete any personal data which we are required to retain by law. If we have information which we are required to retain by law, we will inform you of the reason why we cannot delete this information.

You can send such a request to:

Europeiska ERV, Dataskyddsombudet, Box 1,
SE-172 13 Sundbyberg.

Corrections of Swedish civil registration numbers can be sent to the same address as above.

In the event of a claim, Europeiska ERV is permitted, if necessary, to disclose information which has been provided by you as the insured person to Europeiska ERV's service office and partners.

In addition, Europeiska ERV has the right to request information on your state of health and treatment from *doctors* and hospitals you have received treatment from. Europeiska ERV can request that you sign a power of attorney which gives Europeiska ERV the right to examine your medical records and other information.

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 ERV's Kundombudsman

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

Court of general jurisdiction

If your complaint has not been successful, you can take your

case to a court of law in Norway. You can obtain help with the costs of legal proceedings either through:

- legal expenses insurance or
- public legal aid, which provides a grant for legal costs after a means test in accordance with the Act on Free Legal Aid (Lov om fri rettshjelp, LOV-198006-13-35).

Transfer of compensation claim

No one has the right to pledge or transfer a right accruing to them under the insurance policy without obtaining written consent in advance from Europeiska ERV.

DEFINITIONS

Act of terrorism Acts of terrorism refers to organized acts of violence directed at the civilian population for the purpose of creating fear and seriously destabilising or destroying the fundamental political, constitutional, economic or social structures of a country.

Acute illness and accident is a sudden and unexpected significant deterioration in the current state of health.

A co-traveller: is a person who is taking part in the same arrangement as the policyholder.

Close relatives are spouses, cohabiting partners, registered partners, children, stepchildren, foster children, siblings, parents, stepparents, grandparents, parents-in-law, grandchildren, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law. The parents and siblings of cohabiting partners and registered partners are on a par with parents-in-law, brothers-in-law and sisters-in-law in these terms and conditions.

Destination: The trip's destination.

Doctor unless otherwise specified in these terms and conditions, is the doctor who provided the treatment. He or she must be qualified to carry out the work, must be impartial and must possess a medical degree.

Epidemic: Rapid and uncontrollable spread of an infectious disease to a large number of people within a specific area and within a relatively short space of time.

Natural disaster: A non-human-induced, catastrophic situation that triggers the forces of nature, including earthquakes, volcanic eruptions, hurricanes/typhoons/cyclones, storms, tornadoes, floods, tidal waves and tsunamis.

The arrangement may consist of all or parts of accommodation including additional products to the accommodation, such as linen and cleaning, as well as travel offered to the general public by SkiStar which have a price in accordance with an established price list. The items included will be shown on the booking confirmation or receipt.

The price of the arrangement per day: Travel expenses that can be charged, or paid, non-refundable expenses for transport, accommodation or other tourist services divided by the originally planned number of travel days of the trip (both the day on which the outward journey is made and the day on which you return home are calculated as whole days, irrespective of the time of the outward travel or return journey). It is a condition that other tourist services are booked and paid for prior to the outward journey.