

# TERMS AND CONDITIONS

## Cancellation Insurance - SkiStar

Valid from October 21, 2022



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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 Swedish to English of the insurance conditions for "Avbeställningsförsäkring villkor gällande fr.o.m. 21 oktober 2022". In the event of a dispute regarding the content and interpretation of these terms and conditions, the original Swedish wording shall always prevail.

### 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.

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

The person taking out the insurance must be at least 18 years old and must be permanently resident within the EU/EEA.

The insurance applies to the policyholder and to *co-travellers* who are to participate in *the arrangement* and at subscription is permanently resident in the EU/EEA, hereinafter called "you".

### B. WHAT CAN BE INSURED

You can insure paid *arrangements* costs from SkiStar when cancelling and rebooking.

### 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 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 certificate/document 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 SEK 195 (20 EURO).

### 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 reason for the cancellation is due to a pre-existing medical condition that has displayed symptoms and/or been treated less than two (2) months preceding the date on which the insurance was taken out.
  - 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 SEK 195 (20 EURO) is charged. Contact SkiStar on telephone 0771-84 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 or accident*
- 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.

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.

For compensation for ruined holiday to all travellers, the *injured party* and all *co-travellers* must leave the accommodation.

The insurance must not give rise to a profit but will compensate only the financial loss suffered.

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

The insurance covers daily rates if:

- you are hospitalised;
- you cannot take part in the activity which was the main purpose.

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.

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

For *co-travellers*, compensation is calculated from the day the *co-traveller* left the accommodation. However, a condition for compensation to be provided to a *co-traveller* is that the *injured party* has seen a doctor before the *co-traveller* leaves the accommodation.

#### 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.

### 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 SEK 195 (20 EURO).

### 2.5 Precautions/Security directives

- You must be able to confirm what the main purpose of your trip was with a certificate or similar from SkiStar.
- 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:

- If symptoms were shown or treatment was already required in the last two (2) months preceding the date on which the insurance policy was taken out.
- For sexually transmitted diseases.
- For scheduled surgery and treatment and any subsequent complications.
- 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.

- Documentation from SkiStar that proves that the *injured party* and the *co-travellers* have left the accommodation prematurely and the date of return home.
- 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

### Other legislation

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

### 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.

### Reporting damage and payment of compensation

In the event of a claim you must report the claim as soon as possible by filling out a claim 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 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.

### Limitations

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

### Right of withdrawal

Under the provisions of the Distance Contracts And Off-Premises Contracts Act (SFS 2005:59), the following applies:

For insurance policies with a period of insurance longer than one (1) month, you have the right of withdrawal from the purchase of the insurance within 14 days from the date on which you entered into the contract.

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.

### **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 information**

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**

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](mailto:kundambassaden@erv.se)

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

If you are not satisfied with Europeiska ERV's handling of your complaint, you can contact the following bodies outside Europeiska ERV:

#### **The National Board for Consumer Disputes**

(Allmänna Reklamationsnämnden)

The Board hears complaints from private individuals, including on insurance issues. The proceedings are free of charge.

Address: Box 174

SE-101 23 STOCKHOLM

Telephone: +46 (0)8 508 860 00

#### **The Swedish Consumers' Insurance Bureau**

(Konsumenternas Försäkringsbyrå)

The Bureau is run jointly by the insurance companies, Finansinspektionen (the Swedish Financial Supervisory Authority) and Konsumentverket [the Swedish Consumer Agency]. The Bureau's remit is to provide free advice and help on various insurance cases to private individuals (consumers) as well as to some business people.

Address: Box 24215 (Karlavägen 108)

SE-104 51 STOCKHOLM

Telephone: +46 (0) 200 22 58 00

#### **Court of general jurisdiction**

Even if your case has been reviewed by any of the above-mentioned bodies, you can take your case to a court of law. 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.

#### **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.

**Close relatives** are spouses, cohabiting partners, registered partners, children, stepchildren, foster children, siblings, parents, stepparents, grandparents, parents-in-law, grand-children, 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.

**Co-traveller** is a person who is taking part in the same arrangement as the policyholder.

**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

**Injured party** is the person who has suffered an acute illness, accident or death.

**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.