

# INSURANCE CERTIFICATE

Cancellation Insurance - SkiStar

Valid from October 21, 2022

# Insurance Certificate

## Cancellation Insurance - SkiStar

Valid from October 21, 2022

Coverage	Insurance amount	Excess	Clause in the terms and conditions
Cancellation	The value of the paid arrangement costs	212 NOK (20 EURO)	Cf. clause 1
Ruined holiday	The value of the paid arrangement costs	212 NOK (20 EURO)	Cf. clause 2

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 "Cancellation Insurance - SkiStar valid from October 21, 2022" 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 "Avbestillingsforsikring vilkår gjeldende fra 21 oktober 2022". 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 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

The insurance applies to arrangement costs that have been paid to SkiStar if the arrangement must be cancelled or rebooked. 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 an arrangement with SkiStar or at the latest when paying the registration fee.

The insurance does not apply if the insurance is not taken out at the same time as booking an arrangement with SkiStar or at the latest when paying the registration fee. In such cases, the 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.

### E. PRECAUTIONS/SECURITY DIRECTIVES

#### 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.

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

### F. LIMITATIONS / EXCLUSIONS

#### Cancellation

##### **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.

#### **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 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.

#### **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.

The claim must be reported to the company 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.

#### **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**

The insurance does not cover damage or loss that you have caused intentionally. The same applies if you have caused damage or loss due to gross negligence. The compensation may be reduced based on what is reasonable, taking into consideration the degree of guilt and the circumstances in general.

#### **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 Kundombud**

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

[www.erv.se](http://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](mailto: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](http://www.finkn.no)