

Cancellation Insurance

Terms and Conditions no. 02331-1 | Valid from 1 April 2024

Contractual Basis

The insurance contract consists of the Policy Schedule and these insurance Terms and Conditions. Swedish legislation and jurisdiction apply to the insurance.

Your right of withdrawal

As a consumer, you have the right to withdraw from your purchase of a private insurance, provided that the insurance period is longer than one month. The withdrawal period is 14 days, which starts from your receipt of the Policy Schedule and these Terms and Conditions:

- If you, for example, receive the Terms and Conditions on the 1st, you can cancel the insurance until the 15th.
- If the withdrawal period expires on a public holiday or Saturday, you can wait until the following working day to cancel your purchase.
- Your right of withdrawal automatically expires at the start of the event for which the insurance was purchased.
- If you exercise your right of withdrawal, you must repay any compensation you have received from Tryg under this insurance, no later than 30 days after you have given notice of withdrawal.
- The right of withdrawal only applies to private consumers.

How to withdraw

If you would like to withdraw from your purchase of the insurance, please notify us prior to the expiry of the withdrawal period. If you notify us by letter or email, you must have sent the notice before the expiry of the withdrawal period.

You can notify us by:

E-mail: affinity@trygghansa.se

Telephone: (+46) 010 - 219 12 19

Letter: Trygg-Hansa Försäkring filial, Affinity, 106 26 Stockholm, Sweden

1. About the Insurance

The insurance, which is a cancellation insurance, can only be written when purchasing tickets or enrolments, including related orders, through a retailer, who has the right to dis-tribute this insurance on behalf of Trygg-Hansa.

These Terms and Conditions apply separately to each ticket or enrolment purchased in the same order.

2. Who is the Policyholder

The policyholder is the person that has entered into an agreement with Trygg-Hansa to purchase this cancellation insurance.

3. Who is the Insured

You, as the policyholder, who originally purchased the ticket or enrolment, or any other person included in the same booking, or subsequent new owner, who has legally acquired the ticket.

When using the term 'you', it means you as the policyholder and persons who are otherwise covered by the insurance.

4. Where does the Insurance cover

The insurance covers regardless of where in the world you are at the time of the claim. However, claim handling and payment of compensation, can only take place in Sweden.

5. What is the Insurance Period

The insurance is valid from the date of purchase until the start of the event for which the insurance was purchased, after which the insurance expires without further notice.

6. What is the Sum Insured

The sum insured is limited to the purchase price shown on the purchase receipt (including any booking fee or similar to the retailer), subject to a maximum of SEK 20 000.

7. What is the deductible

No deductible applies to the insurance.

8. Claims covered by the Insurance

The insurance provides compensation for your prepaid expenses for tickets or enrolments, including any related orders and booking fees to the retailer, when you are unable to participate in the event due to;

- (a) death, **serious injury**, **acute illness**, or medically justified suspicion of new illness affecting yourself, a **family member** or an **accompanying person**.
- (b) fire or burglary in your place of residence or in your own company **immediately prior the start of the event**.
- (c) storm, flooding or cloudburst in or at your place of residence or your own company's premises **immediately prior the start of the event**.
- (d) divorce, separation or termination of cohabitation. In respect of termination of cohabitation, it is a condition that you and your former cohabitant each have your own address in the National Register (or similar) and that you have been registered in the National Register (or similar) as living together at the same address for at least 12 months prior to termination of your cohabitation.
- (e) involuntary dismissal or lockout of you from your employment, provided that the dismissal or lockout occurs during the insurance period and less than three months prior to the start of the event.

- (f) new employment following involuntary dismissal, where you are unable to take/have time off to attend the event, provided that the dismissal occurred during the insurance period and that you have started your new job less than one month prior to the start of the event.
- (g) re-examination at an educational institution, other than primary school level, when such re-examination is scheduled to take place **immediately prior to the start of the event** or up to two weeks after. Coverage is subject to you being an active student, and that you had not been made aware of the date of the re-examination at the time the insurance was purchased.
- (h) Pregnancy complications, when a medical doctor determines that it is not medically advisable to attend the event.
- (i) fraud committed by an employee in your own company, or a non-contractual strike in your own company **immediately prior to the start of the event**.
- (j) your presence is required as a witness or juror.
- (k) you - for medical reasons - not being able to receive a vaccination, when such a vaccination is unexpectedly and suddenly introduced as a requirement for participation in the event, or for entry into the country in which the event is to take place. Coverage is subject to the vaccination requirement not being public knowledge at the time the insurance was purchased.
- (l) bridges and/or tunnels connecting Nordic countries or parts of a country within the Nordic region are closed to all traffic without prior notice, thus meaning that you cannot arrive in time for the event. It is a requirement for coverage that such an unscheduled closure takes place **immediately prior to the start of the event**.

'**Serious injury**' and '**acute illness**' mean a new illness/injury, a justified suspicion of a new illness, or an unexpected worsening of an existing or chronic illness, when such injury or acute illness is of such an extensive nature, that a medical doctor advises against participation in the event.

'**Family member**' means spouse/partner, children, children-in-law, grandchildren, parents, parents-in-law, grandparents, siblings and siblings-in-law.

'**Accompanying person**' means a person who is a family member, and who has purchased a ticket for the same event.

'**Immediately prior to the start of the event**' means up to 48 hours prior to the start of the event.

9. Claims not covered by the Insurance

The insurance does not cover claims;

- (a) if, at the time of the purchase, you knew or should have known about the circumstances, injury or illness that caused the cancellation, when it could have been reasonably expected that the incident, injury or illness could lead to cancellation.
- (b) if a claim is filed after the start of the event, unless you can document that the incident or injury was of such a sudden and extensive nature, that other considerations had to take precedence. However, such coverage is subject to the incident or injury occurring immediately prior to the start of the event and that the claim is reported no later than 48 hours after the start of the event.

- (c) if the date and/or time of the event is changed, or if the event is moved to another physical location.
- (d) in the event of the event organizer's or event venue's bankruptcy, suspension of payment or the like, and which results in the cancellation of the event in question.
- (e) indirect damages or consequential losses.

10. General Exclusions and Limitations

The insurance does not apply to any claims caused by, or as a result of, contributed to or arising from, whether direct or indirectly:

Force Majeure

Including war (whether declared or not), terrorism, acts of war, cyber warfare, cyber terrorism, violation of neutrality, civil war, riot or civil disturbance, insurrection or revolution, strikes, lock-outs, blockades, seizure, nationalization, government interventions, epidemics and pandemics.

Nuclear Risks

Including the intentional or unintentional release of nuclear, biological, chemical or biochemical agents or materials, as well as the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component thereof.

However, the insurance covers incidents that are caused by or occur in connection with nuclear reactions that are used for usual industrial, medical or scientific purposes. The use must follow current regulations and not be connected to reactor or accelerator operation.

Intentional acts, gross negligence and/or illegal acts

Intentional or grossly negligent acts or omissions of the insured, including illegal acts, participation in fights and attempted suicide.

Alcohol, narcotics and/or medication abuse

Claims due to self-inflicted intoxication, the influence of drugs and/or other intoxicants, and a causal connection between the incident and your condition can be proven.

11. Sanctions and Embargo

If, by virtue of any law or regulation which is applicable to Trygg-Hansa at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to you is or would be unlawful because it breaches an embargo or sanction imposed by the United Nations, the European Union, Great Britain or the United States of America, Trygg-Hansa shall provide no coverage and have no liability whatsoever nor provide any defence to you or make any payment of defence costs or provide any form of security on behalf of you, to the extent that it would be in breach of such law or regulation.

12. In the event of a claim

You must report the claim to us as soon as possible. You can report the claim in the following ways:

Web: <https://affinity.trygghansa.se/vid-skada/>
E-mail: affinity@trygghansa.se
Telephone: (+46) 010 - 219 12 19

13. Documentation requirements

Upon request, you must provide Trygg-Hansa with the documentation and information that we deem necessary in order to decide whether a claim is valid and what compensation is payable.

Trygg-Hansa is not obliged to pay compensation until we have received the requested documentation and information.

14. When do we pay compensation

Compensation is paid in the currency in which the ticket or enrolment, including any related orders, was purchased, no later than 14 days after we have received and assessed the documentation and information that we deem necessary in order to decide whether a claim is valid and what compensation is payable.

15. Reduction or lapse of compensation

In accordance with the Swedish Insurance Contracts Act, your compensation may be reduced or lapse entirely if the you:

- have deliberately (fraudulently) withheld information or intentionally provided incorrect information of importance to the insurance.
- fail to comply with your obligations as stated in these insurance terms and conditions.
- have caused the event, injury or loss as a result of gross negligence.

16. General Terms and Conditions

Insurer

The insurer is Trygg-Hansa Försäkring filial, SE-106 26 Stockholm, reg.no. 516403-8662, a branch of Tryg Forsikring A/S, CVR no. 24260666, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark.

Supervisory authority

Tryg is under the supervision of the Danish Financial Supervisory Authority and Trygg-Hansa is under the supervision of the Financial Supervisory Authority regarding insurance operations in Sweden.

Insurance Distribution

The retailer distributes the insurance on behalf of Trygg-Hansa, and is remunerated by Trygg-Hansa for insurances sold.

Insurance Period and Cancellation

The insurance is valid from the date of purchase until the start of the event for which the insurance was purchased, after which the insurance expires without further notice.

In the event of a claim, the insurance expires on the same date on which we pay compensation.

As a policyholder, you can cancel the policy at any time during the policy period. If you cancel the insurance after expiry of the cancellation period, Trygg-Hansa is entitled to a premium for the period during which the insurance has been in force.

Double Insurance

If you have purchased another insurance which covers the same risk with another Insurer, you must report claims to that Insurer as well.

If the other Insurer has made a reservation that the cover will lapse or be reduced if an insurance has also been purchased with another Insurer, the same reservation applies to the this insurance. This provision only applies to the mutual relationship between the Insurers, which will thus pay compensation jointly.

Limitation

Anyone who wants insurance compensation or other insurance coverage must file a lawsuit within ten years from the time when the situation that, according to the insurance contract, entitles to such coverage occurred. If the person who wants insurance cover has submitted the claim to Trygg-Hansa within the time specified in the first paragraph, the deadline for filing a lawsuit is always at least six months from the time Trygg-Hansa has declared that we have taken a final position on the claim. If the action is not brought according to the deadlines specified above, the right to insurance cover is lost.

Subrogation

Upon covering a claim, Trygg-Hansa shall be subrogated to the insured's right to claim compensation from any party responsible for the damage, injury or loss caused. If, after occurrence of the damage, injury or loss, the insured forfeits his or her right to compensation from the party responsible for the damage, injury or loss in accordance with a contract, warranty or similar, or a right of recourse, Trygg-Hansa's liability for coverage shall be limited correspondingly. In addition, the insured may be held liable for damages of coverage already provided.

Other agreement or guarantee

The insurance does not apply to damage for which the supplier or others are liable according to law, guarantee or similar undertaking. However, the insurance applies if you can show that the person who made the commitment cannot fulfill this.

Interest

If we pay compensation after the end of the month stated in section (When do we pay compensation), we pay late payment interest according to Section 6 of the Interest Act (1975:635). During a police investigation or valuation according to section (Force majeure), however, we pay interest only according to the Riksbank's reference interest rate. Interest is not paid if the amount is less than SEK 100.

Legislation and Jurisdiction

The provisions of the Insurance Contracts Act and Swedish law in general apply to this insurance. Disputes due to the insurance contract or these insurance conditions must be settled according to Swedish law at a Swedish court, unless otherwise agreed or stated.

17. Privacy Policy Summary

Your personal data is processed in accordance with the applicable personal data legislation, which as of 25 May 2018 is Regulation of the European Parliament and of the Council, EU, 2016/679. The personal data that is processed is e.g. name, address, social security number and state of health. The data concerns you as a customer but can also include e.g. co-insured. The data is collected from you as a customer, but can also be obtained from e.g. one of our partners.

The data can also be retrieved or supplemented and updated from authorities' registers. The personal data is processed so that we can fulfill our obligations to you as a customer, such as investigation of insurance matters and administration of your insurance contract. The personal data can also be used as a basis for analyses, business development and statistics. For the aforementioned purposes, data may be disclosed to partners, within and outside the EU and EEA area, or other companies within the group. According to law, the data may have to be disclosed to authorities. The data is not saved longer than necessary. For complete information on the processing of personal data, see Trygg-Hansa's privacy policy at www.trygghansa.se/personpdgung.

Trygg-Hansa Frskring filial, org.no. 516403-8662, branch of Tryg Forsikring A/S, Denmark, CVR no. 24 260 666 is responsible for personal data. If you want to receive information about which personal data about you is processed, or if you want to request that data, you can contact us with your request. You can email dpo@trygghansa.se.

18. If you don't agree with us**Firstly**

If you are not satisfied with the decision in a case and would like a reconsideration, or would like to leave comments, you can email us at affinity@trygghansa.se.

If you would rather write a letter, the address is Trygg-Hansa Affinity, 106 26 Stockholm, Sweden. Please state your name, claim number and what you are dissatisfied with.

Secondarily

We recommend that you primarily follow the instructions above. If you are not satisfied with our decision, you can request a review of your case in the Appeals Board by contacting the Complaints Officer. In your complaint, we ask you to describe what you consider to be wrong with the decision and to state your name and claim number. You can reach the Complaints Officer by emailing: klagomal.affinity@trygghansa.se.

If you would rather write a letter, the address is: Trygg-Hansa Affinity, Complaints Officer, 106 26 Stockholm, Sweden.

Other avenues for advice and review General Complaints Board

ARN tries disputes between companies and private individuals free of charge after the company has taken a final position. Trygg-Hansa guarantees to participate in the examination and then follow ARN's decision. For more information and registration see www.arn.se or write to Box 174, 101 23 Stockholm.

Court

There is always the possibility of filing a lawsuit in the general court. See www.domstol.se.