

# KILROY Change and Cancellation Protection

## Insurance Product Information Document

### Company:

The insurance provider for this insurance is ERGO Forsikring A/S (ERGO Forsikring).  
CVR No. 62940514.  
The provider is under supervision of the Danish Financial Supervisory Authority.

### Product:

Cancellation Insurance.  
Terms and Conditions No. 70131.  
Valid from April 15th 2023.

This document provides a summary of the key information relating to this insurance product. Complete precontractual information can be found in the terms and conditions of the insurance and is available at [www.kilroy.net](http://www.kilroy.net). The terms and conditions in combination with the insurance policy constitutes the contract with ERGO Forsikring.

## What is this type of insurance?

The insurance product you have chosen is a cancellation insurance. The insurance must be booked and paid for when booking the trip. The insurance takes effect when it is paid for and is valid until departure from your country of residence. If travelling from another country than Denmark, or if the journey takes place in Denmark, this must be indicated on the travel document/invoice. The insurance can be taken out by persons over 18 years of age, who are legal residents of the EU/EEA, Greenland or the Faroe Islands at the time of purchase. The insurance applies to the persons listed in the booking confirmation who, at the time of purchase, are legal residents of the EU/EEA.



### What is insured?

Change of or cancellation of the trip, cancellation of plane ticket or change of travel date, departure time or booking class in the event of:

- ✓ Serious illness, injury, hospitalization, death or loss of purpose of the trip.
- ✓ Fire, flood, burglary or storm damage in your private residence or your own company.
- ✓ Walkout by employees in your own company prior to departure or resitting of an examination, unexpected termination of employment.
- ✓ Unexpected termination of employment.
- ✓ Divorce, separation or cessation of personal relationship.
- ✓ Conscription for military service or when summoned as a witness in court.
- ✓ Lost vacation purpose.



### What is not insured?

- ✗ Cancellation of the entire trip after date of departure.
- ✗ Cancellation due to illness/injury existing at the time you booked the trip.
- ✗ If the reason for cancellation was known when you booked the trip.
- ✗ If you are able to commence the trip, but cannot obtain cover by a travel insurance.



### Are there any restrictions on cover?

- ! If the person who is the reason for the cancellation is 75 years of age or older the compensation is limited to a maximum of EUR 2,680 per person.
- ! If the reason for cancellation had given you symptoms or reason to consult a doctor, caused hospitalization or change of medication by the time you booked the trip.
- ! If the reason for cancellation is pregnancy or childbirth. However, the insurance covers unforeseen complications that occurs before week 37th of pregnancy.



### Where am I covered?

- ✓ The insurance covers from the time you booked your trip until you leave your country of residence.



### What are my obligations?

You must inform KILROY preferably within 24 hours or as soon as possible after the reason for cancelling has occurred, but always before commencement of the trip. You must be able to document the cancellation reason satisfactorily with a statement from an independent doctor, employer, public authority, police or similar. The reason for cancellation must be clearly stated in the document. Contact to the issuer of the statement must take place no later than 24 hours before expected departure date. You can only take out one insurance policy per person.



### When and how do I pay?

The insurance must be taken out and paid to KILROY on the same day as the booking of the trip is made, or at the latest upon payment of the deposit.



### When does the cover start and end?

The insurance is valid from the date of purchase until the date of departure.



### How do I cancel the contract?

In general insurances can be terminated in writing by you or by ERGO Forsikring with at least 30 days' notice until the end of the policy period. In addition, you can always terminate the insurance with 30 days' notice until the end of a calendar month. If you use the option to terminate on short notice, ERGO Forsikring is entitled to charge a fee. The tariff for various fees can be found [here](#).

#### Right to withdrawal

There is no right to cancel travel or luggage insurance policies or similar insurances policies covering up to 30 days. In case the insurance policy provides cover for more than 30 days, the following right of cancellation applies: a) You have the right to cancel in accordance with the Danish Act on Insurance Agreements in force at any given time. b) The deadline for the right of cancellation is 14 days. The deadline is calculated from the day on which the insurance terms and conditions are sent to you/received by you, but no earlier than the time at which you have received notification that the insurance agreement has been completed.

# KILROY Change and Cancellation Insurance

## Terms and conditions 70131-UK

Valid from April 15, 2023

Consider this when you read the terms and conditions:

1. The terms and conditions should be read together with the booking confirmation which together constitutes the insurance contract. If special conditions apply to your insurance contract this will be stated in the booking confirmation.
2. All words in *italics* are defined at the end of the terms and conditions

The provider for this Change and Cancellation Insurance is:

ERGO Forsikring A/S, hereinafter called ERGO Forsikring

Frederiksberg Allé 3  
DK-1790 København V  
Phone: +45 33 25 25 25  
[www.erv.dk](http://www.erv.dk)  
CVR no.: 62940514

The provider is under supervision of the Danish Financial Supervisory Authority.

## Any questions?

Please contact KILROY travels.

Customer Service  
Site: [www.kilroy.dk](http://www.kilroy.dk)  
Phone: +45 70 15 40 15  
E-mail: [help@kilroy.net](mailto:help@kilroy.net)

# 1. General conditions

## 1.1 Who can take out the Change and Cancellation Insurance and who can be covered?

The person purchasing this insurance must be at least 18 years of age and a legal resident of the EU/EEA, Greenland or Faroe Islands at the time of purchase.

The insurance applies to the persons listed in the booking confirmation and at the time of purchase of the insurance are a legally resident of the EU/EEA, Greenland or the Faroe Islands.

## 1.2 What the insurance covers

### Cancellation of the trip - before departure from your country of residence

The insurance covers the insured in case of:

- Illness, injury, hospitalization or death.
- Fire, flooding, burglary or storm damage in your private residence or your own company.
- Walkout by employees in your own company, re-sit of an examination, unexpected termination of employment, divorce or conscription for military.
- Lost vacation purpose.
- Cancellation or change of travel date or time of departure.

## 1.3 Which expenses are covered by the insurance?

- a) The insurance covers the part of the price of the trip that concerns the individual, which KILROY according to the ordinary travel conditions are entitled to charge, when an incident covered by the insurance occurs. ISIC/IYTC cards, the price of the Change and Cancellation Insurance and transaction fees are not refunded under this agreement. For cancellation without medical certificate a deductible of EUR 75 per person cancelling the trip applies.
- b) For cancellation of flight ticket in accordance with 2.1 a, the insurance covers any fee the carrier charges for the cancellation.
- c) For changes in accordance with 2.1 b within the same fare class, the insurance covers the first applicable change fee. In case of further changes KILROY is entitled to charge a fee of EUR 75 per change.
- d) For changes in accordance with 2.1 b to a higher fare class, KILROY is entitled to charge the difference of the fare on behalf of the carrier. The insurance covers the first applicable change fee and for further changes KILROY is entitled to charge a fee of EUR 75 per change.
- e) In the event of a change pursuant to item 2.1b, it is a condition for coverage under this insurance that the new flight ticket is purchased with the same airline company as the original flight ticket.

## 1.4 Period of validity

The insurance takes effect when it has been paid for and is in effect until *departure from your country of residence*. If departure is from another country this must be noted in the travel document/invoice. For travel within country of residence the Change and Cancellation Insurance covers until departure from place of residence.

## 1.5 Limitations/Exclusions

If the person, who is the reason for the cancellation is 75 years of age or older, the compensation from ERGO Forsikring is limited to a maximum of EUR 2,680 per person covered by the insurance.

The liability of ERGO Forsikring cannot exceed the cover sums stated in the invoice and in the terms and conditions.

In all cases, the liability of ERGO Forsikring as a result of one claim incident cannot exceed EUR 134,200 regardless of the number of cancellation insurance covering the same incident.

## 1.6 Special conditions

It is a condition for ERGO Forsikring's liability of cover and compensation, that of the Change and Cancellation Insurance has been ordered and paid for at the same time as the trip or flight ticket and at the latest when deposit or first instalment of the trip or flight ticket is paid to KILROY.

# 2. Cancellation or change of the flight ticket

## 2.1 What the insurance covers

The insurance covers in case of:

- a) Cancellation of a flight ticket
- b) Alteration in the travel date or time of departure of the flight ticket

# 3. Limitations/Exclusions

The insurance does not cover in case of:

- a) Any illness/injury causing the cancellation that was present at the time of purchase of the agreement. This exception applies even if there it is not set a final diagnosis, but the illness/injury is under investigation. However, coverage is provided if the illness/injury causing the cancellation, within 3 months before purchase of the travel/Change and Cancellation Insurance have not:
  - 1) Shown symptoms.
  - 2) Resulted in a medical consultation or other treatment provider, except for ordinary medical check-ups
  - 3) Resulted in a change of medication or
  - 4) Resulted in hospitalization
- b) If the reason for cancellation is pregnancy or childbirth. However, the insurance covers unforeseen complications that occurs before week 37th of pregnancy.
- c) Cancellation towards the travel agency or airline company takes place later than the time of departure.
- d) The person can commence the travel but must cancel because the person due to illness/injury will not be covered by a travel insurance.

# 4. What to do if...

## 4.1 If you need your Change and Cancellation Insurance

- a) You, or the person who fell ill, must consult a doctor. If the time of departure is imminent, you need to consult a doctor as soon as possible - if necessary a doctor on call or an emergency room.
- b) You must inform KILROY preferably within 24 hours or as soon as possible after the reason for cancelling has occurred, but always before commencement of the trip. Cancellation needs to be communicated by telephone if possible and in writing. See the front page for contact information.
- c) Together with the claim, you must submit booking confirmation, receipt for payment of the trip. In case of alteration of flight tickets, KILROY reserve the rights for available seats on the flights that you wish to change to.
- d) Within 14 days of the cancellation, you will receive an e-mail from the company ERGO Forsikring, where you will be asked to submit bank details for refund and possibly documentation such as a medical certificate. The cost for the medical certificate is not refundable under this agreement.
- e) Once you have sent all the necessary information to ERGO Forsikring, you will receive the refund for your travel within 3-4 working days.

# General Terms

## Right of withdrawal

There is no right to cancel travel or luggage insurance policies or similar insurance policies covering up to 30 days. In case the insurance policy provides cover for more than 30 days the following right of cancellation applies:

- a) You have the right to cancel in accordance with the Danish Act on Insurance Agreements in force at any given time.
- b) The deadline for the right of cancellation is 14 days. The deadline is calculated from the day on which the insurance terms and conditions are sent to you/received by you, but no earlier than the time at which you have received notification that the insurance agreement has been completed. If, for example, you receive the insurance terms and conditions on Monday the 1st you have up to and including the 15th to withdraw. If the deadline expires on a public holiday, a Saturday, Sunday or Constitution Day, you can wait until the next working day.
- c) You must inform ERGO Forsikring that you have changed your mind about the agreement before the expiry of the cancellation deadline. If this notification is sent by post you must send the letter before the expiry of the deadline. If you wish to ensure that you have given notification in due time you should send it by mail.

## Dual coverage

The Change and Cancellation Insurance does not cover costs or pay out compensation for claims which have already been covered by another part, for instance an insurance or a bank or credit cards with insurance coverage. Each company however is liable towards you and/or policyholder as if that company alone was liable for the claim, but with a right of recourse and division of the liability between the companies in proportion to the respective liability amounts.

In case of a claim you are obligated to inform ERGO Forsikring of any other agreement taken out with another company and/or whether you have a bank- or credit card with insurance cover.

## Transfer of rights and compensation claims

No person may pledge or in any other way transfer the rights conferred upon him/her by way of this agreement in any other way without ERGO Forsikring prior written consent.

## Public cover

ERGO Forsikring is not obliged to cover expenses which are already covered wholly or partially by any scheme, program or similar, funded by any government.

## Personal data processing and disclosure of information

ERGO Forsikring 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. ERGO Forsikring 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 ERGO Forsikring 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 website [erv.dk](http://erv.dk).

The address is:

**ERGO Forsikring**

Frederiksberg Allé 3  
1790 København V  
DK - 1790 Copenhagen V  
FAO: Customer Embassy

Requests for correction of personal ID numbers can be made to the same address.

In the event of a claim, ERGO Forsikring is entitled to disclose the information received from the insured and/or policyholder to ERGO Forsikring's international network, including our central control unit and service offices. Furthermore, ERGO Forsikring can request to seek information on your state of health and treatment from the physicians and hospitals that have treated you. ERGO Forsikring may request that you sign a so-called "medical release" giving ERGO Forsikring the right to request medical information.

## Complaints

If you are not satisfied with the service or claims handling provided, please contact the employee you have been serviced by. If you still are not satisfied with our service or claims handling, your complaint should be sent in writing to:

**ERGO Forsikring**

Frederiksberg Allé 3  
DK - 1790 Copenhagen V  
FAO: Customer Embassy  
E-mail: [customerembassy@erv.dk](mailto:customerembassy@erv.dk)

If you are not content with ERGO Forsikring's handling of your complaint, you may turn to the following authority outside ERGO Forsikring:

**Ankenævnet for Forsikring**

(The Insurance Complaints Board)  
Anker Heegaards Gade 2, 1  
1572 Copenhagen V  
+45 33 15 89 00 (between the hours of 10.00 and 13.00)  
[www.ankeforsikring.dk](http://www.ankeforsikring.dk)

The complaint must be submitted on a special complaints form, which you can obtain from:

- ERGO Forsikring
- Ankenævnet for Forsikring
- Danish Insurance Association  
Philip Heymans Allé 1  
2900 Hellerup  
+45 41 91 91 91  
(between the hours of 10.00 - and 13.00)

You will be charged a fee when submitting the complaint form.

## Public court

Even if your case has been reviewed by The Insurance Complaints Board, you can apply to a court of law. Assistance with the costs of a court action may be available through:

- Legal expenses insurance or,
- Legal aid, that may contribute to your legal costs, depending on your income.

## Applicable law and legal venue/jurisdiction

The Danish Insurance Contracts Act applies to this agreement and terms and conditions, if not specifically stated otherwise. Any disputes arising from or relating to this agreement shall be governed by Danish law and may be settled by the district court of first instance in the area where you live or by the City Court ("Byretten") of Copenhagen, Denmark should you wish so.

## Definitions

**Acute unforeseen illness:** Sudden new illness, justified suspicion of a sudden new illness or sudden unexpected worsening of chronic existing ailment.

**Departure from your country of residence:** The trip starts when you board the transportation you have purchased this travel insurance for. If you start your trip from a country other than your country of residence, the trip begins when crossing the border.

**Co-traveller:** A person whose name is on the same ticket/booking confirmation and on the same certificate as you or who can prove that he/she has purchased the trip in order to travel together with you.

**Immediate family:** Spouse, registered *partner*, *partner*, children, step-children, grandchildren, children-in-law, parents, *step parents*, parents-in-law, siblings, step-siblings, grandparents, sister-in-law, brother-in-law.

**Lost vacation purpose:** Lost vacation purpose before departure means that for health reasons you can not complete the activity you have purchased at KILROY before departure. The activity must amount to at least 50% of the entire duration of the trip.

**Partner:** is a person with whom the person covered cohabits under conditions similar to marriage and who is registered as being resident at the same address. A requirement for classification of partner is that neither party is married to, nor is the registered partner of, any person other than the person with whom the person covered cohabits.

**Same journey:** This means a journey where more people have joined together, for the purpose to make the journey together and where everyone has bought a Change and Cancellation Insurance. In case the out bound and home bound travel dates for all of the persons covered are not the same, the journeys are considered to be the same trip when all of the persons covered are planning to be on same resort/hotel for the majority of the duration of the trip.

**Step-children:** Children who are not your biological children and where you are married to or live with (at the same address as registered in the National Register of Persons) the child's biological parent until the child's 21 years birthday.

**Step-parents:** Persons who are not your biological parents but who are married to or live with your biological mother or father at the same address as registered in the National Register of Persons for minimum 2 years.