

# Cancellation Insurance

## Terms and conditions 50002







Valid from January 1, 2018

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# Contact

	Opening hours	Contact
<p><b>Any questions?</b> If you have any questions regarding your insurance, the options available etc. you can look for the answer on our website at any time of the day or night. You are also welcome to contact our Customer Service.</p>	<p><b>Customer service</b> Online: Round the clock at <a href="http://www.erv.dk">www.erv.dk</a> By telephone or e-mail: Monday – Friday. You will find our opening hours at <a href="http://www.erv.dk">www.erv.dk</a></p>	<p><a href="http://www.erv.dk">www.erv.dk</a>  +45 33 25 25 25  <a href="mailto:info@erv.dk">info@erv.dk</a></p>
<p><b>Have you been injured?</b> If you require emergency assistance you can contact our Emergency Centre at any time of the day or night.</p>	<p><b>Emergency Centre</b> (Emergency assistance) Round the clock, all year round.</p>	<p><a href="http://www.erv.dk">www.erv.dk</a>  +45 70 10 90 30  <a href="mailto:erv-alarm@euro-center.dk">erv-alarm@euro-center.dk</a></p>
<p><b>If your injury is non-urgent, please contact our Claims Department.</b></p>	<p><b>Claims Department</b> (non-urgent assistance) You can report your claim via <a href="http://www.erv.dk">www.erv.dk</a> or by calling us.</p>	<p><a href="http://www.erv.dk">www.erv.dk</a>  +45 33 25 25 25  <a href="mailto:skade@erv.dk">skade@erv.dk</a></p>

# Introduction

## 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. Please note that additional coverages only apply if stated in your insurance policy / booking confirmation.
3. Limitations, exclusions and precautions / *security directives* are marked in grey.
4. All words in *italics* are defined at the end of the insurance conditions.

## Insurance provider for this insurance:

Europæiske Rejseforsikring A/S,  
hereinafter called Europæiske ERV

Frederiksberg Allé 3  
DK-1790 København V  
CVR no: 62940514

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

### Ⓐ Who can take out the insurance and who can be insured

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The person purchasing the insurance must be at least 18 years old and a permanent resident in Denmark, The Faroe Islands, Greenland, Norway or Sweden.

The insurance applies to persons who are named in the insurance policy and at the time of purchase of the insurance are permanent residents in the EU/EEA.

The persons named in the insurance policy are the insured in accordance with these terms and conditions and are referred to as "you".

### Ⓑ What can be insured?

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You can insure trips, tickets, accommodation, rental car, course fees or other events that are offered to the public and that are priced according to a fixed price list.

### Ⓒ When the insurance should be taken out and paid for

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The insurance must be taken out no later than two days after payment of deposit or the full payment of the trip/event unless otherwise agreed with Europæiske ERV.

The insurance cannot be taken out or paid for later than three days before a trip/event commences.

### Ⓓ When the insurance applies

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The insurance applies upon issuing of the policy, provided that payment for the insurance is made in accordance with the payment terms set out in the invoice/policy. The insurance ceases to apply once the trip/event commences.

The trip has commenced once you have checked in at the airport/bus/train/boat terminal. The event has commenced once you have passed the entrance to the event.

# 1. Cancellation

## 1.1 What is covered

The insurance covers your share of the cancellation costs that can be charged according to the set cancellation provisions of the *trip/event* provider(s), if you or a *co-insured* person is prevented from going on a *trip/attending an event* or if the purpose of the *trip/event* cannot be fulfilled due to:

- a) *Acute illness and accident* or death affecting you, a *close relative* or *co-traveller*.
- b) Unofficial walk-outs by employees in your own company immediately prior to your departure.
- c) Fire, flooding, burglary or storm damage in or to your private residence or company immediately prior to your departure.
- d) Cases where you have to re-sit an examination because you failed it first time round or have had to cancel an examination for a registered SU full-time course of study due to acute illness or injury. It is a requirement that the *trip* was booked and paid for prior to the examination and that the re-sitting of the examination is to take place during the travel period or up to two weeks after your planned return home.
- e) Cases where you, on medical grounds, are unable to get a vaccination that is being introduced during the period of insurance and which is a requirement for travel to the country you are to travel to.
- f) In cases where you are pregnant and cannot be vaccinated due to the risk it poses to the health of the fetus. It is a condition that you were not pregnant when you purchased the *trip*.
- g) Your employer's unexpected termination of your employment or lock-out of employees. The termination or lock-out must occur during the period of insurance and less than 3 months prior to departure.
- h) Cases where you start a new job due to your former employer unexpectedly terminating your employment with the result that you are unable to take holidays for the full duration of the *trip*.
- i) Divorce, separation or cessation of cohabitation. At the end of the cohabitation it is a condition that you and your partner have had the same address as registered in the National Register of Persons for a minimum period of 12 months prior to the cessation of cohabitation.
- j) Cases where you are unable to get the prior medical approval from Europæiske ERV that is required in order to purchase travel insurance. It is a condition that the ailments that result in you being unable to obtain prior medical approval were not present when you purchased the *trip* and cancellation insurance.
- k) Cases when you are unable to commence or complete motoring or camping holiday because your car or camper van sustains damage that is covered by a standard comprehensive insurance policy. The insurance only covers damage arising in the 8 days prior to departure.

### Please note:

- The reason for the cancellation must have occurred after the insurance was taken out.
- 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 public authority or similar. The certificate must state the reason for the cancellation.
- Contact with the issuer of the certificate must have taken place before the intended start date of the *trip/event*.
- Only one insurance policy can be taken out per person/group/*trip/event*.

## 1.2 Maximum compensation

The maximum compensation is stated in the insurance policy. If any excess applies, the excess will be specifically stated in the insurance policy.

Unless otherwise agreed with Europæiske ERV the total maximum compensation is DKK 200,000 if several persons cancel due to one and the same claim event. This applies regardless of the number of insurance policies covering the claims event.

## 1.3 Limitations / Exclusions

You will not receive compensation:

- If the cause of the cancellation was known when you booked the *trip/event*.
- If compensation can be issued from another party according to the travel terms, statutes of the law, convention or travel guarantee.
- If compensation has been paid from other insurance.
- For airport taxes, if these are refundable from the travel agency/airline.
- For *trips/events* cancelled by the organiser.
- For expenses related to doctors' certificates, medical records, residence certificates etc.
- If the reason for the cancellation is due to a pre-existing medical condition that has displayed symptoms and/or has been treated less than two months prior to the time of purchase of the insurance.
- If the reason for the cancellation is due to pregnancy or childbirth. The insurance does, however, cover medical complications that are unforeseen and occur before the 32nd week of pregnancy.
- If the *trip/event* has been advised against by the attending doctor at the time of booking.
- In the *event* of bankruptcy or intervention by authorities.

- If the reason for the cancellation is that actions essential for the *trip/event* have not been taken or have not been completed, e.g. passport, visa, vaccinations or similar.
- For events that have broken out or for which notice has been given prior to the insurance being taken out (e.g. strikes).
- If the reason for the cancellation is a pandemi

## 1.4 Documentation in the event of a claim

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The maximum compensation is stated in the insurance pol

- Travel documentation, flight tickets, event tickets or other documentation proving the cost and purpose of the trip/event.
- a) In the event of death, acute illness or injury: No later than the scheduled day of departure, the doctor treating you must complete a doctor's certificate outlining the diagnosis and date on which the symptoms of the illness or injury appeared.
  - b) Unofficial walk-outs by employees: Documentary proof of such a walk-out.
  - c) Fire, flooding etc.: Police report or claim report.
  - d) Re-sitting of an examination: The time of the examination to be specified and documentation for a failed examination to be submitted. A doctor's certificate must be submitted in the event of illness and injury.
  - e) Vaccination: Medical documentation proving that you are unable to receive the vaccination.
  - f) Termination of employment or lock-out: Copy of the termination notice from your employer or notification of the lock-out.
  - g) Unexpected termination and new job: Copy of termination notice from your employer and declaration of employment from new employer.
  - h) Divorce etc.: Copy of divorce decree, separation petition or documentation from the National Register of Persons.
  - i) Prior medical approval: Doctor's certificate.
  - j) Claim on comprehensive insurance policy: Documentation for the claim on comprehensive insurance policy.

# General terms

## Applicable law and legal venue / jurisdiction

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The Danish Insurance Contracts Act applies to this insurance agreement and terms and conditions, if not specifically stated otherwise.

Any disputes arising from or relating to the insurance 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.

## Dual insurance

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The insurance does not cover costs or pay out compensation for claims that have already been covered by another insurance company or credit card. Each company, however, is liable towards you as the insured as if that company alone was liable for the claim, but with a right of recourse and division of the liability between the insurance companies in proportion to the respective liability amounts.

In the case of a claim, you are obligated to inform us of any other insurance taken out with another company and/or whether you have a credit card.

## Recovery of compensation

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To the extent that the insured and / or the policyholder have received compensation from this insurance, Europæiske ERV is fully and completely subrogated in all the insured's rights towards third parties. Third parties are defined as companies and public authorities both domestic and abroad who are, or can be made, liable to pay compensation or a contribution in connection with any case regarding a claim under this insurance.

## Filing of a claim and payment of compensation

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In the event of a claim, please register your claim as soon as possible by filling out a claims form on our website: [www.erv.dk](http://www.erv.dk). If it is not possible for you to fill out the claims form online, you can request a claims form by contacting Europæiske ERV. In addition to the claims form, the documents listed under 1.4 may be required.

## Limitations/Exclusions

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Claims that are not made in accordance with these terms and conditions may lead to compensation being reduced or not paid at all.

## Right to withdrawal

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There is no right to cancellation for travel insurance policies providing cover for up to 30 days. In case of travel insurance policies providing cover for more than

30 days the following right of cancellation applies:

- a) You have the right to cancel in accordance with the law 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 Europæiske ERV 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 the letter by registered post and retain the receipt.

Notification that you have changed your mind about the agreement should be sent to:

**Europæiske ERV**  
Frederiksberg Allé 3  
1790 Copenhagen V  
Denmark

## Inaccurate information

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It is important that the information, including health information, given to Europæiske ERV is precise and correct. If information is concealed or incorrect answers are given to questions that could have a bearing on Europæiske ERV's assessment of a claim, compensation may be reduced or cancelled.

## Personal data processing and disclosure of information

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Europæiske ERV values your privacy. We will only use your personal data for the purposes for which you give it to us. We will retain your data for the duration required by our operational purposes. Europæiske ERV will only disclose your personal data to other organizations where we have your permission to do so, or where we are required to do so by regulation. 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 Europæiske 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.

# General terms

The address is:

**Europæiske ERV**  
Kundeambassaden  
Frederiksberg Allé 3  
1790 København V  
Denmark

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

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

## Complaints

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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:

**Europæiske ERV**  
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 Europæiske ERV's handling of your complaint, you may turn to the following authority outside Europæiske ERV:

**Ankenævnet for Forsikring**  
**(The Insurance Complaints Board)**  
Anker Heegaards Gade 2, 1  
DK - 1572 Copenhagen V  
+45 33 15 89 00 (between the hours of 10.00 and 13.00)

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

- Europæiske ERV
- 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.

## Transfer of rights and compensation claims

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

# Definitions

**Acute illness and accident:** refers to a sudden and acute deterioration in a person's state of health.

**Co-insured:** A person who has a travel insurance with Europæiske ERV as you, having the same outward and return travel time as you and who is travelling along with you throughout the entire journey.

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

**Close relative** refers to spouse / *partner* / registered *partner*, children, foster children, stepchildren, siblings, parents, parents-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law. The parents and siblings of *partners* and registered *partners*, in these terms and conditions, are equivalent to parents-in-law, brother-in-law and sister-in-law.

**Event:** refers to e.g. a training session, a course, admission tickets to a sports game, a concert or the like.

**Trip:** refers to e.g. a training session, a course, admission tickets to a sports game, a concert or the like.





Skadesforsikringsafgift berigtiges efter Lov om afgift af skadesforsikringer.