

# Cancellation insurance Tickets

## Insurance conditions no. 119, 2nd edition

in conjunction with the Danish Insurance Contracts Act  
Applicable from October 1<sup>st</sup> 2022

### 1.0 Who is covered by the insurance?

The insurance covers the holder of a valid ticket.

### 2.0 Insurance period

Once the insurance is paid, it provides coverage from the date of purchase until the commencement of the event for which the insurance is purchased.

### 3.0 When must the insurance be purchased?

The insurance must be purchased immediately in connection with the ticket order.

### 4.0 Sum insured

The sum insured stated in the policy – the maximum cover is DKK 5,000 per insured – comprises the limit of Europæiske ERV's liability to pay compensation. Europæiske ERV's liability to pay compensation for cancellation as a result of a claim incident can never exceed DKK 1,000,000 irrespective of whether the claim relates to one insurance policy or several policies.

### 5.0 What types of claims does the insurance cover?

The insurance provides coverage if you cannot participate in or fulfil the purpose of the event due to:

- 1) death or serious acute illness/injury to yourself, your family or event companion.
- 2) fire or burglary in your private residence or company shortly before the commencement of the event.
- 3) divorce/separation or cessation of cohabitation. In the event of cessation of cohabitation, it is a condition that you and your cohabitating partner now have different addresses and that you have lived together (had the same address in the Danish National Register of Persons) for a minimum of 12 months prior to the cessation of cohabitation.
- 4) an employer's unexpected termination or lock-out of you. The termination or lock-out must occur during the period of insurance coverage and not more than three months prior to the commencement of the event.
- 5) you starting a new job in connection with unexpected termination, with the result that you are unable to participate in the event. It is a condition that the termination of employment occurs during the period of insurance coverage and that you have started the new job no more than one month prior to the commencement of the event.
- 6) your failure or, due to illness, cancellation of an examination in connection with a full-time course of study in which you are enrolled and which qualifies you to receive the Danish SU state education grant, and that you must therefore retake this examination.

It is a requirement that the ticket to the event was purchased prior to the time of the examination and that the retaking of the examination is to take place in the same period as the event or up to two weeks after the conclusion of the event.

All members or your family or three companions who have a ticket to the event in question may cancel in the event of an eligible claim.

### 6.0 What expenses does the insurance cover?

The insurance covers the portion of your payment to which the event organizer/provider is entitled according to the standard conditions if the event is cancelled during the period of insurance coverage, however up to a maximum of the amount insured.

### 7.0 Exception

The insurance does not provide coverage if the illness or injury that is the reason for the cancellation was present when the insurance was purchased.

### 8.0 Cancellation of the event

In the event of any claim, you must immediately and no later than the commencement of the event notify Europæiske ERV and submit unused tickets, an invoice from the event organizer/provider, and a completed claim form.

The insurance does not cover cancellations made later than the commencement of the event.

### 9.0 Claim conditions

You can submit your claim directly on [www.erv.dk](http://www.erv.dk) or request that a claim form be sent to you by contacting Europæiske ERV's Claim Centre on telephone +45 70 21 29 94.

#### Illness/injury/death

Europæiske ERV's liability to pay compensation is contingent upon the insured, upon request, granting Europæiske ERV's doctor access to all relevant medical journals, including information about previous cases of illness. Europæiske ERV is entitled to require a medical certificate stating a diagnosis. The medical certificate must be submitted to Europæiske ERV upon request, and Europæiske ERV will pay the doctor's fee for the medical certificate. In the event of death, a copy of the death certificate must be submitted.

#### Fire or burglary

In the event of fire or burglary, a police report must be submitted.

### Divorce/separation or cessation of cohabitation

A copy of the divorce/separation decree must be sent to Europæiske ERV. In the event of cessation of cohabitation, a printout from the Danish National Register of Persons must be sent to Europæiske ERV.

### Unemployment or lock-out

A copy of the notice of termination or lock-out must be sent to Europæiske ERV. In the event of a claim based on starting a new job, a copy of the employment agreement must be sent to Europæiske ERV.

### Failure of an examination

The time of the examination must be specified and documentation for a failed examination must be sent to Europæiske ERV. In the event of acute illness, a medical certificate must be sent to Europæiske ERV.

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## 10 General conditions

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### 10.1 Double insurance

The insurance does not cover claims for damages that are covered by another insurance policy.

### 10.2 Recourse

In the event of compensation payouts pursuant to this insurance policy, Europæiske ERV assumes all of your rights, including the right to use or transfer unused tickets of any kind.

### 10.3 Right of withdrawal

For insurance policies providing coverage for more than one month, the following right of withdrawal applies:

- a) Under chapter 4a in the Act on Certain Consumer Contracts, see Consolidated Act no. 886 of 23 December 1987, as amended by Act no. 262 of 6 May 1993, you have a right of withdrawal.
- b) The right of withdrawal is valid for 14 days. The deadline is calculated from the day on which the terms and conditions are provided/sent to you – but no earlier than the time at which you have received notification that the insurance agreement has been concluded. If, for example, you receive the terms and conditions on Monday the 1<sup>st</sup>, you have up to and including the 15<sup>th</sup>. If the deadline expires on a public holiday, a Saturday, Sunday or Constitution Day (June 5<sup>th</sup>), you can wait until the next working day.
- c) You must notify Europæiske ERV that you wish to withdraw from 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 would like to ensure that you have withdrawn from the agreement in due time, you can send the letter by registered post and retain the receipt.

Notification that you have withdrawn from the agreement must be sent to:

Europæiske Rejseforsikring A/S,  
Frederiksberg Allé 3,  
1790 Copenhagen V  
info@erv.dk

## 10.4 Personal data processing and disclosure of information

Europæiske 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. Europæiske 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 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. Read more on our website [erv.dk](http://erv.dk).

Our 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.

## 10.5 Ankenævnet (The Insurance Complaints Board)

If you – the insured – disagree with Europæiske ERV's settling of the claim, and if repeated approaches to Europæiske ERV fail to produce a satisfactory result, complaints can be lodged with: Ankenævnet for Forsikring (The Insurance Complaints Board), Anker Heegaards Gade 2, 1  
1572 Copenhagen V  
[www.ankeforsikring.dk](http://www.ankeforsikring.dk)  
Tel.: +45 33 15 89 00 (between the hours of 10:00 and 13:00)

The complaint must be submitted to The Insurance Complaints Board on a special complaints form, and you must pay a small fee. The complaints form and slip for payment of the fee can be obtained from:

- a) Europæiske ERV,
- b) Ankenævnet for Forsikring (The Insurance Complaints Board)
- c) Forbrugerrådet (The Danish Consumer Council)

## 10.6 Legal venue and applicable law

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

Any dispute arising from the insurance agreement must be subject to Danish law and can be decided by City Court ("Byretten") of Copenhagen, Denmark

## 11.0 Definitions

For the purposes of this insurance policy, the terms below are defined as follows:

- Acute illness. Acute illness eligible for coverage is understood as an acutely occurring illness or a reasonable suspicion of the onset of an illness.
- Family. Family is understood as your spouse or cohabiting partner, your children, step-children, foster children, parents, step-parents, foster parents, siblings, step-siblings, or foster siblings.
- Step-children. Children who are not your biological children, but where you are married to or live together at the same address, as registered in the Danish National Register of Persons, in a marriage-like relationship with one of the child's biological parents.
- Foster children. A foster child always has the same address as you, as registered in the Danish National Register of Persons, and you have been approved by the municipality as the child's guardian.
- Step-parents. Persons who are not your biological parents but who are married or live together at the same address, as registered in the Danish National Register of Persons, in a marriage-like relationship with one of your biological parents.
- Foster parents. Persons who are not your biological parents or step-parents but who have been approved by the municipality as your guardians.
- Step-siblings. Persons who are not biological siblings, but with whom you live or have lived in a sibling-like family relationship for a minimum of one year.
- Foster siblings. Persons who are not your biological siblings or step-siblings but with whom you live or have lived with along with your parents, step-parents or foster parents.
- Companion. Companion is understood as a person who has purchased a ticket to the same event as you for the purpose of attending the event together with you.