

Cancellation insurance terms and conditions

MARCH 2024 MS-03-001-1

About Insurance

Insurance agreements consist of:

- The insurance document and are regulated by
- The Insurance Contract Act (FAL)
- Other legislation

1. Policyholder

The Policyholder under this insurance policy is the person or the company that takes out the insurance policy via Mysafety Försäkringar AB (hereinafter referred to as "Mysafety").

2. The Insured – Who the insurance covers

The insurance coverage applies to the person(s) whom the purchase relates to. When we write 'you' and 'your', we are referring to the Insured.

If the Insured is prevented from participating and someone else takes their place, the new participant will be regarded as the Insured.

3. When the insurance takes effect

The insurance is valid from the time at which the booking of the insured *event* was made and paid for and expires when you arrive at the *event*, and no later than the when the *event* begins.

The insurance is only valid for the specific *event* the policy was taken out for and cannot be renewed.

4. Where the insurance is valid

The insurance provides worldwide coverage.

5. What the insurance coverage applies for

The insurance reimburses the cost, or part of the cost, of the insured *event* if the Insured is unable to participate due to any of the following reasons:

- The Insured suddenly falls ill, has an accident, or passes away.
- A *close relative* suddenly contracts an acute illness or has an accident that is of such a serious nature that relatives need to be contacted.
- A *close relative* suddenly passes away.
- The Insured needs to stay at home or return home due to a burglary/break-in or substantial damage to their residence caused by a fire, storm, flood, water leak, explosion, landslide or vandalism. Substantial damage is defined as an event that prevents you from reasonably participating in the *event* that the booking relates to.
- The Insured is advised by a doctor not to participate.
- The means of public transport (including scheduled flights) used by the Insured to travel from their home to the *destination* does not operate according to the pre-announced timetable.
- The Insured has been prevented from arriving at the *destination* due to that the vehicle used by the Insured is involved in a traffic accident or suffers a mechanical failure that requires repair in a garage in order to be able to continue travelling with the vehicle.
- The Insured is summoned as a witness in a court proceeding.
- The Insured's residence, route or *destination* is located in such an area where the Police or other public authority officially advises against transport and staying outdoors due to snowfall, ice hazards, fog, storm or similar situation. In the event of a weather warning from the Norwegian Meteorological Institute, a red warning is required.
- The Insured who is employed by the Norwegian Armed Forces or the Norwegian Rescue Services Agency is deployed/sent on assignment at the time of the *event* and the Insured was not aware of the deployment/posting at the time of the booking.

- The Insured is ordered to work by an employer (does not apply if self-employed).
- A babysitter hired by the Insured suddenly falls ill or is otherwise prevented from appearing and this occurs less than 48 hours before the *event* and no replacement has been found.

The insurance will also apply if you are dependent on a carer and you or the carer is unable to participate due to one of the reasons stated above.

6. What the insurance does not provide coverage for

The insurance does not cover:

- Cancellation due to an illness or injury known at the time of the booking. However, compensation for cancellation may be paid in the event of a sudden and unforeseen acute deterioration of a persistent or chronic illness provided that the persistent/chronic illness has not shown any symptoms, has not been subject to medical attention or care (other than a scheduled routine check-up), nor has treatment been changed within six (6) months prior to the purchase of the insurance.
- Transport delays or that the vehicle is inoperable due to lack of petrol, engine oil, or battery charge.
- Transport delays/vehicle breakdown or being inoperable caused by the Insured themselves.
- Transport delay as a result of the Insured not having planned the trip taking weather conditions and other events affecting traffic or road conditions into consideration.
- Cancellation as a result of an ongoing or planned medical examination, treatment or check-up for a confirmed or suspected health issue.
- Cancellation as a result of a change in plans, double booking, anxiety, a change of mind or similar.

7. Duty of care precautions – what the Insured must do to avoid a loss or injury

The compensation may be reduced or refused in its entirety if the Insured contracts an illness or has an accident due to the Insured's incorrect use of medication or the use of alcohol, illicit drugs or other intoxicant.

8. Amount of compensation

The maximum compensation is the price paid for the insured *event*, up to a maximum of NOK 500,000 in total.

- If one or more Insured persons are unable to participate in the insured *event* and the reason for this is covered and eligible for compensation but the insured *event* can take place with the other participants, compensation will be paid for the part corresponding to the cost of the non-participating Insured person(s). For example, if one out of five persons is unable to participate, the insurance can reimburse 1/5 of the total amount paid for the booking.

If any of the Insured suffer an injury eligible for compensation and the booking is for at most two people, the entire booking can be reimbursed.

- If the *event* relates to a special occasion, such as the celebration of a 50th birthday or a bachelorette party, and the person being celebrated is unable to be present due to one of the reasons listed under point 5, the insurance cover can provide compensation for the entire booking.
- If any of the Insured pass away suddenly and unexpectedly, the entire booking can be reimbursed, provided that the death was not directly or indirectly caused by a medical condition or injury that was known beforehand, displayed symptoms or was undergoing medical treatment or a change of medication within six (6) months prior to the purchase of the insurance.

- If one or more of the Insured adult participants is not able to participate in the booked *event* due to an injury eligible for compensation, the insurance also applies to the other Insured persons under the age of eighteen who otherwise would have had to attend the *event* without a guardian or other insured adult.
- If the organiser makes a refund, the amount refunded will be deducted from the compensation we pay.

9. Deductible

The insurance is without a deductible.

10. Measures to be taken in the event of a loss and claim

Once you have become aware of the loss, an insurance claim must be raised without delay, to Mysafety. Relevant documentation must be attached alongside the insurance claim. Below, the documentation required for every loss incident is listed:

- **If a close relative contracts an acute illness or has an accident**
A medical certificate confirming the specific illness or injury
- **In the event of a burglary or significant damage to the Insured's residence**
In the event of a burglary, a police report is required, for other incidents, information confirming the incident (for example decisions from the home insurance provider, images or newspaper articles)
- **If the Insured is advised by a doctor not to participate**
A medical certificate confirming the doctor's advice
- **In the event of delays of public transport**
Documentation confirming the delay/cancellation
- **If the vehicle the Insured was travelling in has been involved in a traffic accident or has suffered a mechanical failure**
Copy of the invoice from the garage/car breakdown service
- **If the Insured is summoned as a witness in a court proceeding**
Copy of the summons from the court confirming the dates you are expected to be available as well as when you were notified of this
- **In the event of advice from the police or other public authority**
Copy/link/reference to the advice
- **If the Insured has been deployed/sent on assignment by the Norwegian Armed Forces or the Norwegian Rescue Services Agency**
Copy of the summons
- **If this Insured is ordered to work by an employer**
Notice from the employer

Contact details in the event of a loss giving rise to a claim: www.mysafety.no or Mysafety Försäkringar AB, Box 45110, 104 30 Stockholm, telephone +47 22 26 44 00

11. Incorrect or incomplete information, and causing an insured event

If you claim compensation with fraudulent intent, or have stated, concealed or hidden something of material relevance to the assessment of the compensation, or have neglected your obligations under the insurance contract, or have not fulfilled your obligations in accordance with the terms and conditions, the compensation may be reduced in proportion to what is reasonable in view of the circumstances, pursuant to §§4.1-4.2 of the Insurance Contracts Act (FAL). The same applies to a loss caused by gross negligence or intentionally. You must submit all information of relevance to the insurance claim when reporting the loss and filing a claim.

General Terms and Conditions of Contract

12. Right of withdrawal

Under the Norwegian Act on Distance Selling, you have the right as a private individual to withdraw from a purchase made at a distance, e.g. by telephone or on the Internet. The right of withdrawal period is 14 days from the day after the contract has been entered into and you have received

information about the right of withdrawal and what is included in the insurance. If you wish to exercise your right of withdrawal, you can notify us by telephone on +47 22 26 44 00, by e-mail to info@mysafety.no, by letter to Mysafety Försäkringar AB, Box 45110, S- 104 30 Stockholm or in some other way. You can also use the standard form available on www.forbrukerraadet.no or www.mysafety.no.

When exercising the right of withdrawal, you are entitled to a refund of the premium, provided that no claims have been submitted for the insurance. If the insurance has been utilised within the above withdrawal period, the right of withdrawal ceases to apply.

13. Validity of the insurance

The insurance is valid for the period stated in the insurance policy. However, if you take out the insurance on the day it is due to become effective, it will not be in effect until after the moment you take it out.

If the insurance is valid only on condition that the premium is paid before the period of insurance commences, the insurance will take effect on the day following the payment of the premium, as described in section 15 below.

Unless specifically stated otherwise in the Terms and Conditions of Insurance, the insurer is only liable for any loss due to an insurable loss event occurring during the period of insurance.

14. Cancellation

14.1 The Policyholder's right to cancel the contract

The insurance expires when you arrive at the *event*, and no later than when the *event* begins. If your need for insurance cover ceases, you have the right to terminate the insurance policy with immediate effect.

14.2. The insurer's right of cancellation

In the event of non-payment of premiums, the insurer has the right to cancel the insurance, which will then cease to be in effect 14 days after the written notice of cancellation has been sent to you by us. If you pay the premium within these 14 days, the insurance will be valid from the start date according to Section 13 above. If you pay the premium later than 14 days from the date the notice of cancellation was sent, this will be regarded as a request for new insurance starting from the day after the premium was paid.

15. Payment of the premium

The premium for a new insurance policy must be paid at the time of the booking of the *event*.

16. Statute of limitations/Limitation of actions

A person seeking insurance compensation or other insurance cover must bring a court claim within ten years of the date on which the situation entitling the party to such cover under the contract for insurance arose. If the person seeking insurance cover has submitted the claim to the insurer within this period, the time limit for bringing a court claim is always six (6) months from the date on which the insurer has stated that it has taken a final position on the claim for compensation. If a court claim is not filed in accordance with this paragraph, any right to compensation shall be lost.

17. Insurer's right to obtain repayment / Right of recovery

To the extent that an incorrect payment of insurance compensation has occurred, the recipient is obligated to return the amount to the Insurer immediately upon request, even if the recipient was not aware that the payment was incorrect.

To the same extent that we have paid compensation for a loss, we take over your right to claim compensation from the party responsible for the loss.

18. Duplicate coverage

If the same interest has been insured against the same risk with more than one insurance company, each of the insurance companies is liable to the customer as if that company alone had provided the insurance. The customer however is not entitled to compensation (insurance benefits) from the insurance companies at an amount greater than the total amount of the loss incurred. If the aggregate of the limits of liability exceeds the loss, the liability will be divided between the insurance companies according to the ratio of the limits of liability.

19. Late payment interest

If, despite you having done everything required of you, it takes more than two months before you receive compensation, we shall be liable to pay late payment interest. Interest is calculated on compensation settlements in accordance with §8-4 of the Insurance Contracts Act (FAL).

20. Limits to liability in the event exceptional circumstances

War

The insurance does not cover damage caused by war, war-like events, civil war, revolution or civil unrest.

Damage from nuclear activities

The insurance does not cover damage that has been caused directly or indirectly by nuclear activities.

Sanctions

The insurance does not cover damage or payments of any benefits to the extent that the conditions of such insurance, payment of such damage or the conditions of such benefit would expose Mysafety to any form of sanctions, prohibition or restriction pursuant to a UN resolution or trade and economic sanctions, laws or regulations of the EU, Great Britain, Norway or the United States.

Terrorism

The insurance does not cover damage caused directly or indirectly by the spread of biological, chemical or nuclear substances in connection with an act of terrorism. Terrorism refers to an act, including, but not limited to, the use of force or violence and/or threat thereof, by a person or group(s), acting alone or on behalf of someone or in collaboration with any organisation(s) or government(s) for political, religious, ideological or ethnic aims or purposes, including with the intention of influencing governments and/or putting the public, or parts thereof, in a state of fear.

Force majeure

The insurance does not cover losses that occur if the investigation of the loss and claims adjustment, other measure, or payment of compensation is delayed due to force majeure. What is meant by force majeure is events such as war (including cyber warfare), war-like events, civil war, military exercises, revolution, riots, terrorism (including cyber-terrorism), nuclear or nuclear process, governmental measures, seizures, strikes, blockades, general interruption of the electricity network, general interruption of data or telecommunications connections, or similar event.

21. Complaints and Reassessments

Complaints regarding Mysafety

If you are not satisfied with our service or how you have been treated, we ask you to start by contacting our Customer Service. Read more about the various contact routes, complaints possibilities, our Complaints Manager, etc. at www.mysafety.no. You can reach Mysafety's Complaints Manager at klagomalsansvarig@mysafety.se

Complaints regarding Trygg-Hansa

If you instead wish to submit comments on issues relating to the insurer, such as the Terms and Conditions of Insurance or the handling of your case, please contact Trygg-Hansa's Complaints Manager.

You can reach Trygg-Hansa's Complaints Manager by filling out the form at: <https://www.trygghansa.se/om-trygghansa/inte-nojd>.

Reassessment of losses and claims

If you are not satisfied with a decision made in the case of a claim for reimbursement, we want you to initially contact your insurance claims adjuster at Mysafety for advice and guidance on how you can have the case reconsidered. Perhaps a misunderstanding has occurred or new facts or circumstances have emerged that may affect our assessment.

If there is a dispute

In case of a dispute, the policyholder can have any dispute reviewed by the Financial Complaints Board, Postboks 53 Skøyen, 0212 Oslo, telephone +47 23 13 19 60.

The policyholder has also the option to bring a case against the insurer, Trygg-Hansa, in court.

22. Trygg-Hansa's collection and processing of personal data (summary of the Privacy Policy)

Trygg-Hansa processes your personal data in accordance with the EU General Data Protection Regulation and supplementary Swedish data protection legislation. The personal data that is processed is e.g. name, address, personal identity number, financial circumstances, payment information, other information needed for taking out, renewing or modifying insurance coverage or other insurance administration, as well as information provided in connection with claims settlement, etc.

The data is usually collected from you as a customer, but is also obtained from Mysafety Försäkringar AB. The data may also be collected or supplemented and updated from governmental registries. The personal data is processed so that we can fulfil our obligations to you as a customer under the insurance contract, such as when investigating insurance claims and administering your contract for insurance.

Personal data may also be used as a basis for risk assessment, analyses, business development and statistics. For these purposes, data may be disclosed to our collaborative partners, within and outside of the EU and EEA area, Mysafety Försäkringar AB, or companies within the Group. The data may also be required by law to be disclosed to authorities. The data is not retained longer than necessary for the purposes for which it has been acquired. For complete information about the processing of personal data, see Trygg-Hansa's Privacy Policy on <https://www.trygghansa.se/om-trygghansa/om-webbplatsen/personuppgifter>.

Trygg-Hansa is the data controller in its capacity as an insurer. If you want to receive information about what personal data about you is being processed, if you want to request a copy of the personal data that you have provided to us, or request a correction, etc., you can write to dpo@trygghansa.se. Trygg-Hansa is entitled to register claims filed in connection with this insurance in a common claims register for the insurance industry (FOSS).

23. Mysafety's Processing of Personal Data

Your personal data is processed in accordance with the EU General Data Protection Regulation. The personal data processed is e.g. name, address, registration number, personal identity number, telephone number and e-mail address. The data concerns you as a customer but may also include, for example, co-insured. The data is obtained from you as a customer, but may also be obtained from, for example, one of our business partners or insurance intermediaries. The data may also be collected or supplemented and updated from governmental registries. The personal data is processed to enable us to fulfil our obligations to you as a customer, such as when assessing the application, investigating insurance claims and administering your contract for insurance, which is why it is also transferred to our subcontractors to whom we have outsourced invoicing, claims settlement, distribution of insurance materials, customer service, etc.

Personal data is also used for marketing purposes, including via e-mail and SMS, and as a basis for risk assessment, analyses, business development and statistical purposes. For these purposes, data may be disclosed to collaborative partners, within and outside of the EU and EEA area, insurance intermediaries or other companies within the Group. We may also be required to disclose the information to public authorities as required by law. The data is not retained longer than necessary for the purposes for which it has been acquired. For more complete information about Mysafety's collection and processing of personal data, please see our Privacy Policy, which is published on our website. The insurance intermediary Mysafety Försäkringar AB is the data controller for its processing of your personal data in its capacity as an insurance intermediary. You also have the right to request to have your personal data corrected, blocked or deleted, and to request information about what personal data we process. Read more about your rights in the Personal Data Protection and Privacy Policy on our website where you will also find forms. You can also contact us at the following address: Mysafety Försäkringar AB, Data Protection Officer, Box 45110, 104 30 Stockholm
E-mail the Data Protection Officer: dataskyddombud@mysafety.se.
Customer service telephone number: +47 22 26 44 00
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24. Insurance intermediaries

The insurance is brokered as an insurance intermediary by Mysafety Försäkringar AB, Box 45110, 104 30 Stockholm, Sweden, company registration number 556522-0612. Mysafety Försäkringar AB is registered as an insurance intermediary with the Swedish Companies Registration Office, 851 81 Sundsvall, Sweden. Mysafety is permitted to act as an intermediary of insurance in all insurance classes and is under the supervision of the Swedish Financial Supervisory Authority. You can verify that the licence corresponds to what is represented by contacting the

Swedish Companies Registration Office or the Swedish Financial Supervisory Authority.

25. Liability insurance

As an independent insurance intermediary, Mysafety has liability insurance coverage with Allianz Global Corporate & Speciality, Sweden branch, Regeringsgatan 54, 111 56 Stockholm, Sweden. Telephone number +468-505 021 22. In the event that you have a claim for damages due to the intermediation of insurance that Mysafety has not reimbursed, you have the right to make a claim for compensation directly against the liability insurance. This must be done within 10 years from the earliest date on which the reimbursement under the insurance cover could be claimed. The maximum amount per loss incident is EUR 1,250,618 and in any one year the maximum amount of compensation payable is EUR 5,002,472 million.

26. Remuneration

As an insurance intermediary, Mysafety receives a payment from the insurer, in this case Trygg-Hansa Försäkring filial. Remuneration includes commission for the insurance intermediary function (the intermediary's work on marketing, customer contact, mediation and other services). In some cases, other reimbursement of costs may also be included in the fixed remuneration.

27. Insurer

The insurer is Trygg-Hansa Försäkring Filial, SE-106 26 Stockholm, Sweden, with company registration number 516403-8662. Branch of Tryg Forsikring A/S, Danish Business Authority's CVR no. 24260666, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark.

Trygg-Hansa is under the supervision of the national Financial Supervisory Authority in Denmark and the national Financial Supervisory Authority in Sweden.

28. Legislation

Norwegian law is the governing law applicable to the agreement between you and us.

29. Definitions

Destination

The place where the booked event takes place.

Event

The event which the insured booking refers to. For example, a concert.

Close relative

A close relative refers to a spouse/cohabitant partner, sibling, own children, grandchild, parent, parent-in-law, grandparent, brother-in-law or sister-in-law, cohabitant partner's children, cohabitant partner's parents and as well as their own parents' cohabitant partner.

Cohabitant partners

Cohabitant partners refers to two people who permanently live together in a marriage-like relationship and have a shared household.

* These Terms and Conditions are applicable from 1 March 2024

This is a translation of the original Norwegian Terms and Conditions. In case of discrepancy, the Norwegian wording prevails.