

## DanCenter - Cancellation Insurance

Terms and Conditions no. 01232-1 EN | Valid from 1 November 2023

### Notice

This is a non-binding English translation of "*Forsikringsbetingelser nr. 01232-1 DA*".

### Contractual Basis

The insurance contract consists of the Policy Schedule and these insurance Terms and Conditions.

### 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 rental period 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. If you notify us by postal means, it is advisable to send it as registered post and to keep the submission receipt in order for you to be able to provide proof that you have notified us within the withdrawal period. You can notify us by:

**E-mail:** affinity@tryg.dk  
**Telephone:** (+45) 43 58 58 05  
**Letter:** Tryg Affinity, Dusager 18, 8200 Aarhus N, Denmark

## **1. About the Insurance**

The insurance, which is a cancellation insurance, can only be purchased when you rent a vacation home, through DanCenter.

## **2. Who is the Policyholder**

The policyholder is the person who has into an agreement with Tryg on taking out this cancellation insurance.

## **3. Who is the Insured**

The persons specified in the rental agreement with DanCenter, as well as any travel companions.

## **4. What is the Insurance Period**

The cancellation coverage applies from the time the 1st instalment of the agreed rental amount is paid to DanCenter and until the start of the rental period (as defined in the rental agreement). However, all other coverages apply from the start of the rental period until its end (as defined in the rental agreement).

## **5. What is included in the Insurance**

### **5.1 Cancellation**

The insured's expenses according to the rental agreement with DanCenter, in connection with the cancellation of the booking.

### **5.2 Delayed Arrival**

Compensation for unused vacation-days in the event of late arrival for the stay.

### **5.3 Interruption**

Compensation for unused vacation-days in the event a stay is interrupted.

## **6. What does the Insurance cover**

### **6.1 Cancellation**

The insurance covers the expenses the insured must pay to DanCenter in accordance with the rental agreement, if the planned rental stay has to be cancelled due to;

- (a) death, serious injury\*, acutely occurring illness\*, or medically justified suspicion of newly occurring illness affecting the insured, a travel companion or the insured's next of kin,
- (b) injury, which contributes to the insured not being able to participate in the planned sport, when the main purpose of the stay is an active sports holiday, - e.g. skiing, golf, riding, cycling and walking. A beach holiday is not considered an active sports holiday. The sports activity must be planned to last at least half of the holiday stay,
- (c) termination of cohabitation, separation or divorce, when the stay was originally set to be made with the former partner,
- (d) the insured's pregnancy, when a doctor determines that it is not medically advisable to complete the stay,
- (e) the insured being involuntarily dismissed no later than 3 months before departure, when the insured has been permanently employed with a minimum of 20 hours of weekly work for at least 1 year,
- (f) the insured - for medical reasons - not being able to receive a vaccination, when such vaccination is unpredictably and suddenly introduced as a requirement for entry into the country in which the stay is to take place,
- (g) burglary, fire, storm or water damage to the insured's private residence immediately before departure, when such damage makes it absolutely necessary for the insured to stay at home,
- (h) significant damage to the insured's own business immediately before departure, when such damage makes it absolutely necessary for the insured to stay at home:
  - burglary, fire, storm or water damage.
  - fraudulent acts.

- non-contractual work stoppages.
- (i) the presence of the insured is required as a witness or juror,
- (j) the insured must take a re-examination at an educational institution other than primary school level, and the re-examination takes place during the travel period or within 2 weeks of the planned return home.

In the event of illness or injury to someone other than the insured and the insured's travel companions, it is a requirement for compensation that the illness or injury requires hospitalization. In the event of death, it is a requirement that this has occurred within 4 weeks before the start of the stay.

**\*Injury and Acute illness**

Acute illness/injury shall mean a new illness/injury, a justified suspicion of a new illness, or an unexpected worsening of an existing or chronic illness.

## 6.2 Delayed Arrival

The insurance reimburses the price of the stay\* per unused\*\* vacation-day for all insured persons, in case of delayed arrival to the stay due to reasons mentioned in Section 6.1 above, or if

- (a) the insured's or travel companion's car before departure is damaged to such an extent that the vehicle is not in a roadworthy condition and repairs cannot be completed before the start of the rental period,
- (b) the insured and travel companions are delayed by public transport for more than 2 hours.

**\*Price**

Price per day means the rental amount divided by the duration of the stay (day of travel and day of return are combined considered one day).

**\*\*Unused**

A vacation-day is only considered unused upon arrival after 12:00pm.

## 6.3 Interruption

The insurance compensates the price of the stay per unused vacation-days for all insured. If the stay is interrupted later than 12:00pm, compensation is only provided from the following day. However, compensation is not given for the original return journey day.

The insurance covers if the insured must interrupt the stay, if the insured

- (a) due to acute illness or injury,
  - becomes hospitalized
  - is prescribed peace and rest in the holiday home
- (b) is injured,
  - with a fracture (broken bone), sprain or ligament damage, and the purpose of the trip cannot be carried out,
  - and cannot participate in the planned sport when the main purpose is an active sports holiday, - for example a skiing, golf, riding, cycling and walking holiday. A beach holiday is not considered an active sports holiday. The sports activity must be planned to last at least half of the holiday stay.
- (c) accompanies a travel companion who is hospitalized or transported home due to acute illness, injury or death.

In the case of illness and injury, the start of the coverage period is counted from the day or from the time when, at the earliest,

- the illness/disease is diagnosed,
- the insured consults a doctor for the first time or is hospitalized,
- the insured's travel companion is injured or hospitalized.

## 7. What does the Insurance not cover

The insurance does not cover if, at the time of booking the trip, the insured knew or should have known about the event/illness that caused the cancellation, when it could reasonably be expected that the event/illness could lead to cancellation.

## 8. General Exclusions and Limitations

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

### (a) Force majeure

Including war (whether declared or not), acts of war, cyber warfare, violation of neutrality, civil war, riots or civil unrest, insurrection or revolution, strikes, lock-outs, blockades, government intervention, natural disasters, epidemics and pandemics.

### (b) Nuclear Risks

Including the intentional or unintentional release of nuclear energy, as well as the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

### (c) Terrorism

Including cyber terrorism as well as the intentional or unintentional consequence of the spreading of biological, chemical, biochemical or nuclear agents or materials in connection with terrorist acts. Whether an act is deemed to be terrorism, is decided solely by the relevant authorities.

### (d) Intentional acts or acts of gross negligence

Intentional or grossly negligent acts or omissions of the insured.

### (e) Alcohol, narcotics and/or medication abuse

The insured's abuse of alcohol, narcotics and other intoxicants, as well as abuse of medication.

### (f) Self-inflicted intoxication

The insured's self-inflicted intoxication, when such intoxication is the main cause of the injury.

### (g) Damages covered by third-party

Damage or expense that is or can be required to be paid from another party, including travel agencies, transport companies, other insurances or from the blue EU health insurance card.

### (h) Sanctions and Embargo

If, by virtue of any law or regulation which is applicable to Tryg at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Policyholder 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, Tryg shall provide no coverage and have no liability whatsoever nor provide any defence to the Policyholder or make any payment of defence costs or provide any form of security on behalf of the Policyholder, to the extent that it would be in breach of such law or regulation.

## 9. In the event of a Claim

### 9.1 Cancellation and Interruption

It is a condition for insurance coverage that the insured cancels the stay with DanCenter as soon as possible and forwards the rental agreement to Tryg.

In addition, and depending on the reason for the cancellation or interrupted stay, it is a condition that the insured submit documentation for the damage as soon as possible, e.g. medical certificate, police report or similar when reporting the claim to Tryg.

### 9.2 Reporting a Claim

If you need to report a claim, please use the following contact details:

**Web:** <https://affinity.tryg.com/en/report-claim/cancellation/>  
**E-mail:** [affinity@tryg.com](mailto:affinity@tryg.com)  
**Telephone:** (+45) 43 58 58 05

## **10. When do we pay compensation**

Compensation is paid in the currency with which the rental agreement was paid, 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.

## **11. Reduction of Compensation**

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

- 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.

## **12. General Conditions**

### **12.1 Insurer and Guarantee Fund**

The insurer is Tryg Forsikring A/S, CVR no. 24260666, which is covered by the Guarantee Fund for non-life insurance companies.

### **12.2 Insurance Distribution**

DanCenter distributes the insurance on behalf of Tryg, and is remunerated by Tryg for insurances sold.

### **12.3 Payment of Insurance Premium**

The insurance premium has been agreed between Tryg and DanCenter and is set in accordance with the current rate. The insurance is purchased as an add-on and paid for together with the rental of the vacation home through DanCenter. The premium includes insurance premium tax of 1.1%, which Tryg settles with the relevant authorities.

### **12.4 Cancellation**

As the policyholder, you can cancel the insurance at any time during the insurance period. If you cancel the insurance after expiry of the withdrawal period, Tryg is entitled to premium for the period in which the insurance was in force.

### **12.5 Double Insurance**

If you have purchased another insurance which covers the same risk with another Insurer, you must report any 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.

### **12.6 Statute of Limitation**

When you report a claim, the general provisions on limitation in the Insurance Contracts Act §29 and the Limitation Act apply.

### **12.7 Legislation and Jurisdiction**

This insurance agreement is subject to Danish law. These Terms and Conditions, together with the policy, constitute the information related to the contents of the insurance, which, according to the Act on Insurance Mediation §34, and executive order on insurance intermediaries' duty to provide information §4, must be given to the policyholder before the insurance contract is entered into. The Insurance Contracts Act and the Financial Business Act also apply to the insurance, where these are not deviated from.

### **12.8 Subrogation**

Upon coverage of a claim, Tryg assumes the insured's right of recourse from the person responsible for the claims. If, after the claim has occurred, the insured waives his right to compensation from the person responsible pursuant to a contract, guarantee or similar or from the right of recourse, Tryg's obligation to cover is limited to a corresponding extent. In addition, the insured may be held liable for the value of cover already provided.

## 12.9 Supervision

Tryg is supervised and regulated by the Danish Financial Supervisory Authority (Finanstilsynet).

## 13. Summary of Privacy Policy

Your personal data are processed in accordance with the EU's General Data Protection Regulation and supplementary Danish data protection legislation. Personal data processed include name, address, civil registration (CPR) number, financial circumstances, payment information, state of health, other information necessary for writing, renewal/change of insurance, or change of insurance administration, as well as data disclosed in connection with compensation etc.

These data may be disclosed for the above purposes to partners in and outside the EU and EEA, insurance intermediaries or other companies in the group. The data may also be disclosed to the authorities, if so required by law. Tryg is the data controller.

You have the right to receive information about how your data are processed by us and to request an extract of this (register extract). You also have the right to have inaccurate data rectified or erased in some cases. You may also request that the processing be restricted or object to the processing of your personal data and to request that the data you have disclosed to us be transmitted to another company or authority (data portability).

Contact our Data Protection Officer by email at [affinity@tryg.dk](mailto:affinity@tryg.dk) or call us on (+45) 73 70 78 78. If you prefer to write us a letter, the address is: Tryg, Dusager 18, DK-8200 Aarhus N, Denmark.

When contacting us, you may request that we send our privacy policy to you by post, and you may inform us that you do not consent to our use of your personal data for direct marketing purposes.

See our privacy policy at [www.affinity.tryg.dk/gdpr](http://www.affinity.tryg.dk/gdpr) for complete information about our processing of personal data.

## 14. If you do not agree with us

If you do not accept our decision, you must contact the department that has processed your case. If you still disagree, you may contact our Quality Department, which is responsible for handling complaints.

Email: [kvalitet@tryg.dk](mailto:kvalitet@tryg.dk)  
Letter: Tryg, Kvalitetsafdelingen, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark.

If you are not satisfied with the result of your enquiry to our Quality Department, you may, as a private individual, complain to the Insurance Complaints Board (Ankenævnet for Forsikring). A small fee will be charged for submitting a complaint to the Insurance Complaints Board. You must submit your complaint on a special form, which may be obtained from our Quality Department or from the Insurance Complaints Board.

Web: [www.ankeforsikring.dk](http://www.ankeforsikring.dk)  
E-mail: [ankeforsikring@ankeforsikring.dk](mailto:ankeforsikring@ankeforsikring.dk)  
Telephone: (+45) 33 15 89 00 (10am–1pm)  
Letter: Ankenævnet for Forsikring | Østergade 18, 2 | 1100 København K

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1 November 2023