

# TERMS AND CONDITIONS OF INSURANCE FOR MYSAFETY Cancellation Insurance, DECEMBER 2022\*

## 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. Insured – whom the insurance covers

The insurance coverage applies to the person(s) whom the purchase relates to. In this document, when we write "you," we mean "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 starts from the moment the booking is made and is paid for, and terminates at the moment the activity covered by the booking starts.

## 4. Where the insurance is valid

The insurance provides worldwide coverage.

## 5. What the insurance coverage applies to

### Cancellation Insurance

The insurance covers the cost or part of the cost of the paid booking and applies if the Insured is unable to participate in the purpose of what the booking and the insurance relates to and this is due to that:

- The Insured suffers the sudden onset of an illness or has an accident.
- A close relative suddenly falls ill, has an accident, or passes away. A close relatives refer to a spouse/cohabitant partner (*sambo/särbo*\*), siblings, own children, stepchildren, grandchildren, parents, parents-in-law, grandparents, brothers-in-law or sisters-in-law. (\* *särbo* refers to two people in a marriage-like relationship though not residing at the same address. A "marriage-like relationship" for two people in a relationship though not residing at the same address is regarded as existing when the couple are in a relationship which is not a very short-term relationship and which may normally include periodic periods of living together along with a degree of maintaining a joint household and sharing financial matters.)
- The Insured person needs to stay at home due to a burglary/break-in or substantial damage to their home 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 what the booking relates to.
- The Insured is advised by a physician not to participate/travel.
- The means of public transport (including scheduled flights) used by the Insured to

travel from their home to the destination of the booking does not operate according to the pre-announced timetable.

- The Insured has been prevented from arriving at the destination of the booking 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, or a journey to the place where the booking is to take place, is located in or passes through such an area in Sweden where the police or other public authority officially advises against staying outdoors and transport due to snowfall, ice hazards, fog, storm or similar situation.
- The Insured who is employed by the Swedish Armed Forces or the Swedish Rescue Services Agency is deployed/sent on assignment at the time the booking relates to and who at the time of the booking was not aware of the deployment/posting.
- The Insured person 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 for which the booking was made and no replacement has been found.

## 6. What the insurance does not provide coverage for

### The insurance does not cover:

- Illness or injury known at the time of the booking. However compensation 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 6 months prior to the purchase of the insurance.
- Transport delays or that the vehicle is inoperable due to lack of petrol, engine oil, battery charge or other fuel.
- 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.

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

If the duty of care precautions are not complied with, the right to compensation may be reduced or even disappear completely.

The compensation may be reduced if you fall ill or suffer an accidental injury as a result of improper use of medication, alcohol, drugs or other intoxicants and are unable to participate in the event. The reduction will normally be 25%. The reduction may be increased in more serious cases, even to the point of no compensation at all being paid. You should not order tickets or attend events against medical advice.

## 8. Amount of compensation

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

If one or more Insured persons are unable to participate in the purpose the booking was made for and the reason for this is covered and eligible for compensation but the purpose of the booking can be fulfilled 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 the booking 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.

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.

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

The notification of loss and claim along with the relevant documentation (which will depend on the type of loss), such as a medical certificate, police report, etc., must be submitted to mySafety without delay after you have become aware of the loss giving rise to a claim. Contact details in the event of a loss giving rise to a claim: [www.mysafety.se](http://www.mysafety.se) or mySafety Försäkringar AB, Box 27142, 102 52 Stockholm, telephone 08-505 530 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. 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 Swedish Act on Distance Contracts and Off-Premises Contracts, you have the right 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 08-505 530 00, by e-mail to [info@mysafety.se](mailto:info@mysafety.se), by letter to mySafety Försäkringar AB, Box 27142, 102 52 Stockholm or in some other way. You can also use the standard form available on the Swedish Consumer Agency website [www.konsumentverket.se](http://www.konsumentverket.se).

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 16 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. Possibility of renewal of the Insurance**

The insurance cannot be renewed.

### **15. The Policyholder's right to cancel the contract**

The insurance ceases to be in effect once the booked event starts. If your need for insurance cover ceases, for example if your ticket has been lost, you have the right to terminate the insurance policy with immediate effect.

### **16. Payment of the premium**

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

### **17. 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.

### **18. 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.

### **19. 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.

### **20. 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.

### **21. 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.

### **22. Impartial Advice**

As a private individual, you can obtain free assistance in matters relating to insurance or claims settlement by contacting the Swedish

Consumers' Insurance Bureau. For additional information visit the Swedish Consumers' Insurance Bureau website ([www.konsumenternas.se](http://www.konsumenternas.se)) or phone 0200-22 58 00. You can also contact the Swedish Consumer Agency and its information service Hallå Konsument ([www.hallakonsument.se/en/engelska](http://www.hallakonsument.se/en/engelska)).

It is also possible to turn to the municipal consumer advice bureau for advice and assistance. Some municipalities have facilities for personal visits while others offer guidance by e-mail and telephone. To find out what your municipality in particular offers, visit the Swedish Consumer Agency website ([www.konsumentverket.se/languages/english-engelska](http://www.konsumentverket.se/languages/english-engelska)).

### **23. 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.se](http://www.mySafety.se) and look at "Customer service - if you are not satisfied". You can reach mySafety's complaints managers at [klagomalsansvarig@mysafety.se](mailto:klagomalsansvarig@mysafety.se).

#### **Reassessment of losses and claims**

If you are not satisfied with a decision made in the case of a claim, we want you to contact your insurance claims adjuster at mySafety Försäkringar 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.

#### **Complaints concerning Moderna Försäkringar**

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 Moderna Försäkringar's Complaints Officer. You can reach Moderna Försäkringar's Complaints Officer by filling out the form at: [www.modernaforsakringar.se/kontakt-oss/klagomal/](http://www.modernaforsakringar.se/kontakt-oss/klagomal/). If you would rather write a letter, our address is: [Moderna Försäkringar, Klagomalsansvarig/Complaints Officer, Box 7830, 103 98 Stockholm](mailto:ModernaForsakringar.Klagomalsansvarig@ComplaintsOfficer.Box7830.10398.Stockholm).

### **24. In the event a dispute arises**

Swedish law is the governing law for this insurance policy. In particular the Swedish Insurance Contracts Act (2005:104) ("FAL") governs this insurance contract. If any of the provisions of these Terms and Conditions are not in accordance with the provisions of the Swedish Insurance Contracts Act, the rules of the Swedish Insurance Contracts Act shall apply.

As a private individual, you have the possibility to file a complaint with the National Board for Consumer Disputes (ARN). ARN will examine a dispute between Moderna Försäkringar and private individuals free of charge, after Moderna Försäkringar has taken a final position in the matter. Moderna Försäkringar guarantees to participate in the review and then to comply with ARN's decision. For more information and to submit a complaint, visit the National Board for Consumer Complaints website, [www.am.se](http://www.am.se) or write to:

ARN – National Board for Consumer Complaints  
Box 174  
101 23 Stockholm

In most cases, whether or not a board review has taken place, you can take the dispute to a court of general jurisdiction to have your case for legal redress heard.

## **25. Moderna Försäkringar's collection and processing of personal data** (Summary of the Privacy Policy)

Moderna Försäkringar processes your personal data in accordance with the EU 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 more complete information about the processing of personal data, please see Moderna Försäkringar's Privacy Policy at [www.modernafforsakringar.se/integritet](http://www.modernafforsakringar.se/integritet).

Moderna Försäkringar is responsible for personal data 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, request a correction, etc. you can write to [dataskydd@modernaforsakringar.se](mailto:dataskydd@modernaforsakringar.se) or to Moderna Försäkringar, Data Protection Officer, Box 7830, 103 98 Stockholm. You can also request by contacting us that a copy of our Privacy Policy be sent to you by post. And additionally you can notify us that your personal data is not to be used for direct marketing.

Moderna Försäkringar is entitled to register reported claims in connection with this insurance in a common claims register (GSR) for the insurance industry.

**26. Processing of personal data at mySafety** Your personal data is being collected and processed in accordance with the EU's 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 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 27142, 102 52 Stockholm, or ring to our Customer Service line on telephone number 08-505 530 00 or send an e-mail to our Data Protection Officer at [dataskyddsombud@mysafety.se](mailto:dataskyddsombud@mysafety.se).

## **27. Insurance Intermediaries**

The intermediation of insurance is provided by mySafety Försäkringar AB, Box 27142, 102 52 Stockholm, company registration number 556522-0612. mySafety Försäkringar AB is under the supervision of the Swedish Financial Supervisory Authority.

## **28. Insurer**

Moderna Försäkringar – a part of Trygg-Hansa Försäkring filial, 106 26 Stockholm. With the Swedish Companies Registration Office's company registration number 516403-8662. Branch of Tryg Forsikring A/S, Danish Business Authority's CVR no. 24260666, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark.

Moderna Försäkringar is under the supervision of the Danish Financial Supervisory Authority and the Swedish Financial Supervisory Authority.

\* These Terms and Conditions are valid from 01/12/2022