Cancellation Insurance

Terms and Conditions no. 03211-1 | Valid from 1 April 2024

Contractual Basis

The insurance contract consists of the Policy Schedule and these insurance Terms and Conditions. The Norwegian Insurance Contracts Act of 16 June 1989 (FAL) applies to the insurance.

Your right of withdrawal

As a consumer, you have the right to withdraw from your purchase of a private insurance.

- You must give notice of use of the right of withdrawal within the deadline.
- You have a 14-day unconditional right of withdrawal from the date of purchase.
- The insurance ends from the date you send the form, or inform that the right of cancellation is used.
- You have complied with the deadline if you have sent the notice before the expiry of the deadline (for example posted the cancellation form, sent via e-mail, or contacted Tryg or a partner by telephone).
- You must pay for the period the insurance has been in effect. After we have registered your right of withdrawal, we will send you a final invoice. If you have already paid an ordinary invoice, we will refund what you have paid too much.
- 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 you purchase of the insurance, please notify us prior to the expiry of the withdrawal period. Just contact us and we will arrange it. You can also use a separate right of withdrawal form established by the authorities if you wish, though it is not necessary to use this form. You can notify us by:

E-mail:	affinity@tryg.no
Telephone:	(+47) 80 04 16 00
Web:	https://affinity.tryg.no

1. About the Insurance

The insurance, which is a cancellation insurance, can only be written when purchasing tickets or enrolments, including related orders, through a retailer, who has the right to distribute this insurance on behalf of Tryg.

These Terms and Conditions apply separately to each ticket or enrolment purchased in the same order.

2. Who is the Policyholder

The policyholder is the person that has entered into an agreement with Tryg to purchase this cancellation insurance.

3. Who is the Insured

You, as the policyholder, who originally purchased the ticket or enrolment, or any other person included in the same booking, or subsequent new owner, who has legally acquired the ticket.

When using the term 'you', it means you as the policyholder and persons who are otherwise covered by the insurance.

4. Where does the Insurance cover

The insurance covers regardless of where in the world you are at the time of the claim. However, claim handling and payment of compensation, can only take place in Norway (Svalbard excluded).

5. What is the Insurance Period

The insurance is valid from the date of purchase until the start of the event for which the insurance was purchased, after which the insurance expires without further notice.

6. What is the Sum Insured

The sum insured is limited to the purchase price shown on the purchase receipt (including any booking fee or similar to the retailer), subject to a maximum of NOK 20,000.

7. What is the deductible

No deductible applies to the insurance.

8. Claims covered by the Insurance

The insurance provides compensation for your prepaid expenses for tickets or enrolments, including any related orders and booking fees to the retailer, when you are unable to participate in the event due to;

(a) death, **serious injury**, **acute illness**, or medically justified suspicion of new illness affecting yourself, a **family member** or an **accompanying person**.

(b) fire or burglary in your place of residence or in your own company **immediately prior the start of the event**.

(c) storm, flooding or cloudburst in or at your place of residence or your own company's premises **immediately prior the start of the event**.

(d) divorce, separation or termination of cohabitation. In respect of termination of cohabitation, it is a condition that you and your former cohabitant each have your own address in the National Register (or similar) and that you have been registered in the National Register (or similar) as living together at the same address for at least 12 months prior to termination of your cohabitation.

(e) involuntary dismissal or lockout of you from your employment, provided that the dismissal or lockout occurs during the insurance period and less than three months prior to the start of the event.

(f) new employment following involuntary dismissal, where you are unable to take/have time off to attend the event, provided that the dismissal occurred during the insurance period and that you have started your new job less than one month prior to the start of the event.

(g) re-examination at an educational institution, other than primary school level, when such re-examination is scheduled to take place **immediately prior to the start of the event** or up to two weeks after. Coverage is subject to you being an active student, and that you had not been made aware of the date of the re-examination at the time the insurance was purchased.

(h) Pregnancy complications, when a medical doctor determines that it is not medically advisable to attend the event.

(i) fraud committed by an employee in your own company, or a non-contractual strike in your own company **immediately prior to the start of the event**.

(j) your presence is required as a witness or juror.

(k) you - for medical reasons - not being able to receive a vaccination, when such a vaccination is unexpectedly and suddenly introduced as a requirement for participation in the event, or for entry into the country in which the event is to take place. Coverage is subject to the vaccination requirement not being public knowledge at the time the insurance was purchased.

(l) bridges and/or tunnels connecting Nordic countries or parts of a country within the Nordic region are closed to all traffic without prior notice, thus meaning that you cannot arrive in time for the event. It is a requirement for coverage that such an unscheduled closure takes place **immediately prior to the start of the event**.

'**Serious injury**' and '**acute illness**' mean a new illness/injury, a justified suspicion of a new illness, or an unexpected worsening of an existing or chronic illness, when such injury or acute illness is of such an extensive nature, that a medical doctor advises against participation in the event.

'**Family member**' means spouse/partner, children, children-in-law, grandchildren, parents, parents-in-law, grandparents, siblings and siblings-in-law.

'**Accompanying person**' means a person who is a family member, and who has purchased a ticket for the same event.

'**Immediately prior to the start of the event**' means up to 48 hours prior to the start of the event.

9. Claims not covered by the Insurance

The insurance does not cover claims;

(a) if, at the time of the purchase, you knew or should have known about the circumstances, injury or illness that caused the cancellation, when it could have been reasonably expected that the incident, injury or illness could lead to cancellation.

(b) if a claim is filed after the start of the event, unless you can document that the incident or injury was of such a sudden and extensive nature, that other considerations had to take precedence. However, such coverage is subject to the incident or injury occurring **immediately prior to the start of the event** and that the claim is reported no later than 48 hours after the start of the event.

(c) if the date and/or time of the event is changed, or if the event is moved to another physical location.

(d) in the event of the event organizer's or event venue's bankruptcy, suspension of payment or the like, and which results in the cancellation of the event in question.

(e) indirect damages or consequential losses.

10. Safety regulations

The safety regulations are rules for how the insured or others must behave in order to prevent and limit damage. See section 1-2 (e) of the Insurance Contracts Act. Tryg reserves the right that the company shall be fully or partially exempt from liability if a safety regulation is breached. If insurance cases occur that are due to a safety regulation being violated, it is decided, taking into account the degree of fault, the course of the damage and the circumstances, whether Tryg will pay anything and, if so, how much. See section 4-8 of the Insurance Contracts Act.

11. Due diligence requirements

To the extent possible, you must try to limit damage that has already occurred or prevent damage that is suspected to occur immediately. If you intentionally or through gross negligence set aside your opportunity to limit the damage, the compensation may be reduced or forfeited

12. General Exclusions and Limitations

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

Force Majeure
Including war (whether declared or not), terrorism, acts of war, cyber warfare, cyber terrorism, violation of neutrality, civil war, riot or civil disturbance, insurrection or revolution, strikes, lock-outs, blockades, seizure, nationalization, government interventions, epidemics and pandemics.

Nuclear Risks
Including the intentional or unintentional release of nuclear, biological, chemical or biochemical agents or materials, as well as the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component thereof.

However, the insurance covers incidents that are caused by or occur in connection with nuclear reactions that are used for usual industrial, medical or scientific purposes. The use must follow current regulations and not be connected to reactor or accelerator operation.

Intentional acts, gross negligence and/or illegal acts
Intentional or grossly negligent acts or omissions of the insured, including illegal acts, participation in fights and attempted suicide.

Alcohol, narcotics and/or medication abuse
Claims due to self-inflicted intoxication, the influence of drugs and/or other intoxicants, and a causal connection between the incident and your condition can be proven.

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 you 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 you or make any payment of defence costs or provide any form of security on behalf of you, to the extent that it would be in breach of such law or regulation.

13. In the event of a claim

You must report the claim to us as soon as possible. You can report the claim in the following ways:

Web: https://affinity.tryg.no/
E-mail: affinity@tryg.no
Telephone: (+47) 80 04 16 00

14. Documentation requirements

Upon request, you must provide Tryg with the documentation and information that we deem necessary in order to decide whether a claim is valid and what compensation is payable.

Tryg is not obliged to pay compensation until we have received the requested documentation and information.

15. Reduction or lapse of compensation

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

- 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.

16. When do we pay compensation

Compensation is paid in the currency in which the ticket or enrolment, including any related orders, was purchased, 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.

17. General Terms and Conditions

Insurer
The insurer is Tryg Forsikring, a branch of Tryg Forsikring A/S, Klausdalsbrovej 601, 2750 Ballerup, Danmark, CVR no. 24260666.

Guarantee Fund for non-life insurance
Tryg is a member of the guarantee fund for non-life insurance in Norway. The guarantee fund shall not cover more than 90 per cent of each individual claim. Claims for insurance that apply to housing and compulsory liability insurance must still be covered at 100 per cent.

Supervision
Tryg is supervised by the Danish Financial Supervisory Authority.

Insurance Distribution
The retailer distributes the insurance on behalf of Tryg, and is remunerated by Tryg for insurances sold.

Insurance Period and Cancellation
The insurance is valid from the date of purchase until the start of the event for which the insurance was purchased, after which the insurance expires without further notice.

In the event of a claim, the insurance expires on the same date on which we pay compensation.

As a policyholder, you can cancel the policy at any time during the policy period. If you cancel the insurance after expiry of the cancellation period, Tryg is entitled to a premium for the period during which the insurance has been in force.

Premium and Payment
The insurance premium is set in accordance with our current rate.

The insurance is purchased as an add-on and paid for together with the purchase of the ticket or enrolment.

Other agreement or guarantee
The insurance does not apply to damage for which the supplier or others are liable according to law, guarantee or similar obligation. However, the insurance applies if you can show that the person who is obligated is not able to fulfill the obligation.

Other insurance
If another insurance has been taken out which covers the same risk, the insured can choose which insurance to use until the insured has received the compensation to which he is entitled in total.

Double insurance
If you have taken out insurance against the same risk with another insurance company, you are not entitled to higher compensation from the companies than what is equivalent to the damage in total. If the sum of the liability amounts exceeds the damage, the liability is distributed between the companies according to the ratio between the liability amounts.

If the insurance company has made a reservation that the cover is cancelled or reduced if insurance against the same risk is also taken out with another company, the same reservation applies to this insurance. This provision only applies to the mutual relationship between the companies, which thus compensate the damage proportionately.

FOSS - claims registration
If desired, we have the right to register all claims reported in connection with this insurance in the insurance companies' central claim register, FOSS. The register is only used in connection with claims processing.

The Insurance Contracts Act and Norwegian law
For this insurance, Norwegian law and otherwise the provisions of the Insurance Contracts Act (FAL) apply.

Identification – significance of other people's actions
Identification implies that actions and omissions by others will have the same effect on the insured's rights as if they had been carried out by the insured himself. See Section 4-11 of the Insurance Contracts Act.

Those who are identified with the insured are spouses who live with the insured or persons with whom the insured lives in a permanently established relationship.

Reporting deadlines and prescription
The policyholder loses the right to compensation if the claim is not reported to Tryg within 1 year after the policyholder became aware of the circumstances that justify it, cf. Insurance Contracts Act section 8-5. The policyholder's claim against Tryg expires after three years.

The period begins to run at the end of the calendar year in which the policyholder acquired or should have acquired the necessary knowledge about the relationship that grounds the claim. The claim nevertheless expires no later than 10 years after the end of the calendar year in which the insured event occurred. See Section 8-6 of the Insurance Contracts Act.

If Tryg rejects a claim for compensation in whole or in part, the policyholder loses the right to compensation, unless a case has been brought or a tribunal hearing is required under section 8-5 of the Insurance Contracts Act within 6 months after the policyholder received written notification of the refusal.

Interest
The insured is entitled to interest in accordance with section 8-4 of the Insurance Contracts Act. Tryg calculates interest on the compensation when 2 months have passed after notification of the insurance event has been sent to Tryg. If the insured neglects to provide information or hand over documents in accordance with Section 8-1 of the Insurance Contracts Act, he or she cannot claim interest for the time lost as a result. The same applies if the insured wrongfully rejects full or partial settlement.

Win ban
The insurance must not lead to profit. Tryg replaces, within the insurance contract, the loss that is suffered.

Subrogation
Upon covering a claim, Tryg shall be subrogated to the insured’s right to claim compensation from any party responsible for the damage, injury or loss caused. If, after occurrence of the damage, injury or loss, the insured forfeits his or her right to compensation from the party responsible for the damage, injury or loss in accordance with a contract, warranty or similar, or a right of recourse, Tryg’s liability for coverage shall be limited correspondingly. In addition, the insured may be held liable for damages of coverage already provided.

18. Personal information
Creation and execution of insurance contracts means that the company processes personal data about customers and other registered users. The company is responsible for processing and is responsible for personal data being processed in accordance with privacy legislation.

Necessary personal information is registered and stored in the company's internal customer register in order to be able to identify the customers and for the company to be able to fulfill the obligations resulting from the insurance contracts that have been entered into.

The registered information will be able to be transferred to a common group register in connection with marketing av insurance products and other financial services. It is possible to reserve against direct marketing from the company by contacting the company, which registers the reservation in the company's address register.

Personal data and other information about the insurance relationship will be disclosed to public authorities (the tax authorities, the employment and welfare agency, the police, etc.) when this follows from a statutory obligation to provide information and/or disclosure or access.
See at www.tryg.no how the company processes personal data. Here you can also find information about rights under the Personal Data Act.

19. If you do not agree with us
We at Tryg work to ensure that our case management is of high quality and that our decisions are in accordance with terms and practice. If you still do not agree with our decision in connection with an injury, you are welcome to send us a written inquiry explaining what you are not satisfied with.

- You will most quickly get a new assessment by contacting the department that has dealt with your insurance case by sending an e-mail. In the inquiry, it is important that you state clearly what you disagree with, and any new information of importance to the matter:

  Email: affinity@tryg.no

- If you are still not satisfied with the decision after contacting the department, you can direct the complaint to the Quality Department in Tryg:

  Web: www.tryg.no/meld-skade/klagemuligheter
  Letter: Tryg Forsikring, v/Quality Department, PO Box 7070, 5020 Bergen, Norway

- You also have the opportunity to have complaints and disputes about the insurance tried by the Financial Complaints Board:

  Web: www.finkn.no
  Letter: Financial Complaints Board, PO Box 53 Skøyen, 0212 Oslo, Norway

- It is also possible to have your rights under the insurance terms tried by taking the case to court. See Act on insurance contracts § 20-1.

If we have not fulfilled our obligations according to the insurance agreement, the agreement to which it applies can request correction by the person in question explaining his case to us in a letter and asking us for our opinion.