

Sol og Strand - Tryghedsforsikring

Terms and Conditions no. 01214-1 EN | Valid from 1 January 2023

Notice

This is a non-binding English translation of "*Forsikringsbetingelser nr. 01214-1 DA*".

Contractual Basis

The insurance consists of the Policy Schedule and these insurance Terms and Conditions. The laws and jurisdiction of Denmark apply to this insurance contract.

Insurer and Supervision

The Insurer is Tryg Forsikring A/S, CVR-no. 24260666, Klausdalsbrovej 601, 2750 Ballerup, Denmark. Tryg is supervised and regulated by the Financial Supervisory Authority (Finanstilsynet)

Questions about the Insurance

If you have any questions regarding the insurance, please feel free to contact us:

Tryg Affinity

E-mail: affinity@tryg.com

Telephone: (+45) 43 58 58 05

1. About the Insurance

This insurance is included as a mandatory part of the rental agreement between Sol og Strand and the tenant.

2. Who is the Policyholder

The Policyholder is Sol og Strand, who has concluded the insurance contract with Tryg.

3. Who is the Insured

The persons specified in the rental agreement with Sol og Strand, 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 Sol og Strand 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 The insured's expenses according to the rental agreement with Sol og Strand, in connection with the cancellation of the booking, as well as compensation in respect of unused vacation-days due to delayed arrival or in the event the stay is interrupted.

5.2 The insured's legal liability for damages caused to the contents of the rented holiday home, up to DKK 75,000, however a maximum of DKK 8,000 applies to damage to windows, sinks and kitchen worktops. A deductible of DKK 500 applies to each and every claim.

6. What does the Insurance cover

6.1 Cancellation and interruption

The insurance covers the expenses the insured must pay to Sol og Strand in accordance with the rental agreement, if the planned rental stay has to be cancelled or is interrupted due to;

- (a) acutely occurring illness*, serious injury* or death,
- (b) acute exacerbation of existing disease,
- (c) vaccination intolerance,
- (d) pregnancy, as long as this occurs during the insurance period,
- (e) divorce, separation or termination of cohabitation,

or if

- (f) the insured's or travel companion's residence or business is hit by fire or burglary immediately prior to departure,
- (g) the insured's or travel companion's home or business is hit by a storm, flood or cloudburst immediately prior to departure,
- (h) the insured, the insured's spouse/partner or travel companion is unexpectedly dismissed or locked out of his full-time job immediately prior to departure,
- (i) the insured, the insured's spouse/cohabitant or travel companion, after termination from full-time work, starts new work, without the possibility of taking time off during the rental period in question,
- (j) the insured, the insured's spouse/cohabitant or traveling companion must take re-examination at an educational institution other than primary school level (it is a condition that the person is actively studying, has entered into the rental agreement before the time of the re-examination was known, and that the re-examination takes place in the same period or up to 1 week after the end of the rental period),
- (k) the insured's or travel companion's car is damaged before departure to such an extent that the vehicle is not in a roadworthy condition and that repairs cannot be completed before the start of the rental period.

- (l) an employee in the insured's own company commits fraud against the company, or if the insured's own company is affected by a non-contractual work stoppage immediately prior to departure. The fraud must be reported to the police.

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.

***Acute illness**

Acute illness means an acute and unexpectedly occurring illness, including an unexpected worsening of an existing illness, which requires a doctor's visit, a visit to the emergency department or admission to hospital, and which is of such a nature that the rental stay cannot be completed.

****Injury**

Injury means a serious and unexpected injury which requires a doctor's visit, a visit to the emergency department, hospitalization and which is of such a nature that the rental stay cannot be completed.

6.2 Legal Liability

The insurance covers the legal liability that the insured incurs, in accordance with the general rules on compensation outside of contract, for damage caused to the contents*** in the rented holiday home, including damage to windows, sinks and kitchen worktops.

*****Contents**

Contents mean movable objects that normally belong to the holiday home, including music systems, TVs, video/DVD players, paintings, lamps that are not fixed to walls, ceilings or floors, landline telephones, garden tools, kitchen equipment and loose carpets.

7. What does the Insurance not cover

7.1 Legal Liability

The insurance does not cover:

- (a) normal wear and tear, scratches, scuffs, soiling or gradual deterioration,
- (b) theft committed by the insured or the insured's guests,
- (c) damage caused by domestic animals. However, this does not apply the insured's dog,
- (d) damage to bicycles and watercraft, including windsurfers, surfboards, canoes and kayaks and parts thereof,
- (e) cosmetic damage to tubs, including spas and whirlpools,
- (f) damage to swimming pools and the water therein.

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) Illegal acts**
When such acts are committed by the insured or the insured's guests.
- (e) Intentional acts or acts of gross negligence**
Intentional or grossly negligent acts or omissions of the insured or the insured's guests.
- (f) Self-inflicted intoxication**
The insured or the insured's guests participation in fights, self-inflicted intoxication, self-inflicted exposure to drugs and other intoxicants or suicide attempts.
- (g) 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 Sol og Strand 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 Legal Liability

In the event of damage to the contents of the rented holiday home, the insured must immediately report this to Sol og Strand, as well as send the necessary documentation.

In addition, the insured must acknowledge the damage in question.

9.3 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
Telephone: (+45) 43 58 58 05

10. Rules of Compensation

10.1 Cancellation

If the stay cannot be completed, the insurance covers the expenses which the insured must pay to Sol og Strand according to the rental agreement.

- (i) In the event of late arrival for the stay, which is due to one or more reasons mentioned under section 6.1, the insurance covers the unused holiday days, calculated on the basis of the rental amount divided by the duration of the stay (arrival and return day considered together as 1 day). Only upon arrival after 12pm the following day, the holiday is considered unused.
- (ii) In the event of late arrival for the stay, which is due to a delay with public transport for more than 2 hours, the insurance covers the documented extra expenses for the start of the rental - however, up to a maximum of the expenses in case of cancellation of the entire stay.
- (iii) The insurance does not cover prepaid expenses for hotel and transport in connection with late arrival.

10.2 Interruption

If the stay has to be interrupted due to one or more reasons mentioned under point 6.1, the insurance covers the unused holiday days, calculated on the basis of the rental amount divided by the duration of the stay (arrival and return day considered together as 1 day). In case of interruption after 12pm, compensation is paid from the following day. The insurance also covers unused transport.

10.3 Legal Liability

The insurance covers the insured's legal liability of up to DKK 75,000 for damage caused to the contents of the rented holiday home, however a maximum of DKK 8,000 in connection with damage to windows, sinks and kitchen worktops.

- (i) Items that are documented to be less than 2 years old, and which were otherwise undamaged before the damage occurred, are replaced with the replacement price for equivalent new items.
- (ii) For items that are more than 2 years old, the compensation is calculated on the basis of the replacement price for equivalent new objects with a deduction of 10% per year started from the time the item was purchased. For these items, the compensation will amount to at least 20% of the new value.
- (iii) Tryg can choose to have damaged items repaired or pay out an amount corresponding to the decrease in value.
- (iv) Tryg is entitled, but not obliged, to replace in kind.

Tryg is only obliged to pay for expenses incurred with Tryg's approval. The insured's recognition or payment of a compensation claim does not obligate Tryg. By acknowledging the compensation claim, the insured risks having to pay themselves.

11. Reduction or Lapse of Compensation

According to the Insurance Contracts Act, your compensation can be reduced or completely lapse if you:

- (a) Have Wilfully (fraudulently) withheld information, or knowingly provided incorrect information with implications for the insurance.
- (b) Fail to comply with your obligations as set out in these insurance conditions.
- (c) Cause the damage through gross negligence.

12. General Conditions

12.1 Payment of Insurance Premium

The price of the insurance is included in the rental price, and includes insurance premium tax which Tryg forwards to the relevant authorities.

12.2 Double Insurance

If an insurance against the same risk has been purchased from another Insurer, and this Insurer has made a reservation that coverage will lapse or be reduced, if an insurance against the same risk has also been purchased from Insurer, the same reservation shall apply to this insurance. This provision only concerns the mutual relationship between the companies, which thus pay compensation jointly.

12.3 Insurer and Guarantee Fund

The insurer is Tryg Forsikring A/S, CVR no. 24 26 06 66, which is covered by the Guarantee Fund for non-life insurance companies.

12.4 Statute of Limitation

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

12.5 Legislation and Jurisdiction

This insurance agreement is subject to Danish law. These Terms and Conditions, together with the policy (the certificate of insurance), 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.

12.6 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.

12.7 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 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 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
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
Telephone: (+45) 33 15 89 00 (10am -1pm)
Letter: Ankenævnet for Forsikring, Anker Heegaards Gade 2, DK-1572 Copenhagen, Denmark.

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1 January 2023