

Cancellation insurance for tickets

Insurance terms and conditions: 03201-3

Contractual basis

The insurance consists of the certificate of insurance, any policy add-ons and the insurance terms and conditions provided by eventim.no. in connection with the purchase of tickets. The Norwegian Insurance Contracts Act (*Lov om forsikringsavtaler*) of 16 June 1989 and other acts apply to the insurance in so far as these have not been derogated from in the terms and conditions.

Right of withdrawal

You have a right of withdrawal when you purchase insurance via so-called 'distance selling'. You cannot withdraw from insurance purchases with a shorter duration than one month. The withdrawal period is 14 days after the purchase date. You cannot withdraw from your purchase after the withdrawal period has expired.

How do I withdraw from my purchase?

Just contact us and we will take care of it. The authorities have created a separate right of withdrawal form that you can use if you wish, but it is not necessary to use this form.

You can notify Tryg

Email: affinity@tryg.no
Tel.: 80041600

You can also send a letter to:

Tryg (Trygg-Hansa Affinity)
Attn.: Eventim
106 26 Stockholm
Sweden

The authorities' right of withdrawal form

<https://www.signform.no/dss/statlige-blanketter>

About the insurance

The insurance, which is a ticket cancellation insurance policy, can only be taken out when you buy tickets, including related bookings, via eventim.no. If you have any questions about the insurance, please feel free to contact eventim.no or Tryg.

Who is the policyholder

The policyholder is the person or company that has entered into a contract with Tryg to take out cancellation insurance for tickets, including related bookings.

Who is the insured

- The policyholder who originally purchased the ticket, including the related booking.
- Closest relatives* or up to three accompanying persons** who have purchased tickets, including the related bookings, as part of the same booking.
- New owner who has lawfully purchased the ticket, including the related booking. The policyholder is obliged to provide the new owner with the correct documentation.

* Closest relatives

Immediate family means:

- children, children-in-law, grandchildren.
- parents, parents-in-laws, grandparents.
- brothers and sisters, brothers-in-law, sisters-in-law

** Accompanying persons

Accompanying persons are persons who are not closest relatives and who have purchased tickets, incl. related bookings, for the same event in the same order.

Sum insured

The sum insured is limited to the purchase price shown in the receipt from eventim.no, however, a maximum of NOK 6,800 per insured person.

Insurance period

The insurance is valid from the date of purchase of the ticket, including any other related orders, and automatically terminates when the event for which the insurance was purchased starts.

What does the insurance cover

The insurance covers the cancellation of tickets, including related bookings, when you are unable to attend an event due to:

- Acute illness*, accidental injury* or death suffered by you, your family or a companion.
- Fire or burglary in your own home or on your own company's premises just before an event.
- Storm, flooding or heavy rain resulting in damage to your own home or your own company's premises just before an event.
- Divorce, separation or termination of cohabitation. On termination of cohabitation, it is a prerequisite that you and your former cohabiting partner are registered at different addresses in the National Registry and that you were registered as living together at the same address in the Norwegian National Registry for at least 12 months before termination of your cohabitation.
- Involuntary dismissal from your employer or lockout of you, provided that the dismissal or lockout occurs during the insurance period and less than three months prior to the event.
- A new job in connection with involuntary dismissal, without the possibility of taking time off from the new job to participate in the event, provided that the notice of dismissal is given during the insurance period and that you have commenced your new job less than one month prior to the start of the event.
- An exam which has not been passed and where you need to re-sit an exam at an institution beyond primary and lower secondary school level. It is a condition that you are a student, have purchased tickets, including related bookings, before the time of the failed exam, and that you are to re-sit the exam in the same period or up to two weeks after the event.
- Pregnancy, where, according to your doctor, you should not attend the event due to your pregnancy and/or if, for reasons relating to your pregnancy, it would be irresponsible to participate, for example due to a risk of premature birth. It is a condition that you were not pregnant when the tickets, including related bookings, were booked.
- Fraud committed by an employee or an unlawful strike in your own company immediately before an event. The fraud must have been reported to the police.

* Acute illness

Acute illness means acute and unexpected illness that requires a visit to the doctor, emergency room or hospitalisation and is of such an urgent nature that it results in a doctor advising against the insured person's participation in the event.

** Accidental injury

Accidental injury means a severe and unexpected injury that requires a visit to the doctor, emergency room or hospitalisation and is of such an urgent nature that it results in a doctor advising against the insured person's participation in the event.

What is not covered by the insurance

The insurance does not cover illness or injury if the main cause is a pre-existing illness or where the injury was known at the time at which the insurance was purchased.

The insurance does not cover injury caused directly or indirectly by:

- Intentional, criminal or grossly negligent acts or omissions.
- Participation in fights, self-induced intoxication, self-induced use of drugs and other intoxicants or attempted suicide.

Safety and security regulations and instructions

Safety and security regulations are rules on how the insured and others should behave to prevent and limit damage, injury and loss. See Section 1-2(e) of the Norwegian Insurance Contracts Act (*Forsikringsavtaleloven*). Tryg reserves the right to decide that it is wholly or partially free from liability if a safety or security regulation has not been complied with. If insurance events arise due to a failure to comply with a safety or security regulation, a decision is made as to whether Tryg will pay any compensation and, if so, how much, taking into consideration the degree of culpability, the course of events and other circumstances. See Section 4-8 of the Norwegian Insurance Contracts Act.

Safety and security regulations and due care requirement

Wherever possible, you must seek to limit any damage, injury or loss which has already occurred and prevent any damage, injury or loss that you suspect may be about to occur. If you fail to seize your opportunity to limit the damage, injury or loss by intent or gross negligence, the compensation may be reduced or lapse completely.

What is the deductible

The insurance has no deductible.

General exclusions and limitations

In addition, the insurance does not cover damage, injury or loss caused directly or indirectly by:

Nuclear power etc.

Release of nuclear or radioactive forces.

Force majeure

Including war, war-like acts, neutrality violations, civil war, riots or civil unrest, natural disasters, epidemics and pandemics.

Sanctions

Tryg cannot provide cover or pay compensation or other benefits if this may result in Tryg acting in violation of, or subjecting Tryg to, bans, restrictions or sanctions adopted by the United Nations' bodies. The same applies to trade or economic sanctions, acts or directives adopted by the EU, the UK or the United States. This limitation cannot be derogated from by agreement.

Bankruptcy or liquidation

Cancelled event due to bankruptcy or liquidation of the organiser or event venue/arena/festival.

Regulatory intervention

Claims arising as a direct or indirect consequence of seizures or other interventions by a public authority.

Flooding etc.

Flooding from sea, inlets, fjords, lakes, streams and rivers.

Acts of terrorism

The insurance does not cover damage, injury or loss that is a direct or indirect result of the spread of biological, chemical or nuclear substances in connection with acts of terrorism. Terrorism means violence, most often against innocent people, committed by individuals, groups or networks to force political change or draw attention to a political or religious issue, or state terrorism, understood as violence committed by states against their own citizens or citizens in other countries to maintain a power regime and/or send a political message to the third party or influence the public through fear.

Illegal acts

The insurance does not cover damage, injury or loss caused by an intentional criminal offence committed by the insured, persons with whom the insured can be identified or beneficiaries.

In case of a claim

In case of a claim, please contact Tryg immediately and before the start of the event, send unused tickets and the invoice from eventim.no and file a notice of claim. Cancellation after the start of an event is not covered by the insurance.

You can report the claim by:

Web: <https://affinity.tryg.no/>
Tel.: 80041600

Required documentation

You must provide Tryg with the documentation and information we find necessary to determine whether any compensation is to be paid and to assess the amount of compensation payable. Tryg is not obliged to pay compensation until we have received the requested documentation and information.

Acute illness, injury or death

At Tryg's request, you must provide access to relevant information. On request, Tryg may demand a medical certificate containing a diagnosis. A medical certificate must be sent to Tryg, which will pay any doctor's fees. In the event of death, the death certificate must be sent to Tryg.

Fire or burglary

Fire or burglary must be reported to the police, and the report must be enclosed with the notice of claim.

Storms, flooding or heavy rain

You must send Tryg confirmation of conditions reported to insurance and rescue companies.

Divorce, separation or termination of cohabitation

You must send Tryg a copy of the certificate confirming divorce/separation. Upon termination of cohabitation, you must send a transcript from the National Registry.

Involuntary dismissal from workplace or lockout

You must send us documentation of your notice of dismissal and any new employment contract or lockout.

Re-sit exam

You must send Tryg the date and time of the re-sit exam as well as documentation.

Pregnancy.

At Tryg's request, you must provide access to relevant information. On request, Tryg may demand a medical certificate. The medical certificate must be sent to Tryg, which will pay any doctor's fees.

Fraud or work stoppage in your own company

You must send us the police report and/or documentation of what caused the stoppage in your own business (e.g. minutes from trade union negotiations on the work stoppage).

When do we pay compensation

The compensation will be paid in NOK within one month of our having received and assessed the information we regard as necessary to determine whether compensation is to be paid and to establish the amount of compensation payable.

Reduction or cancellation of compensation

Under the Norwegian Insurance Contracts Act, your compensation may be reduced or cancelled altogether if you:

- Deliberately provide incorrect or incomplete information that you know or should be aware can result in compensation being paid to you to which you are not entitled.
- Do not comply with your obligations set out in these insurance terms and conditions.
- Are responsible for the damage, injury or loss as a result of gross negligence.

General provisions

Other agreement or guarantee

The insurance does not cover damage, injury or loss for which a supplier or other party is liable by law, under a guarantee or a similar obligation. However, the insurance provides cover if you can show that the party who has such an obligation is unable to meet it.

Payment for the insurance

The premiums have been agreed between Tryg and Eventim and have been fixed in accordance with our rates. You pay the premium to Eventim in accordance with the agreement entered between you as policyholder and Eventim. In cases in which the agreed premium has not been paid to us by Eventim, we are entitled to terminate the insurance, which means that the insurance cover for all Eventim customers will cease to apply.

Double insurance

If the item/event is insured against the same risk by several insurers, each insurer is liable to the insured as if the insurer in question was the sole insurer to write the insurance. However, you are not entitled to compensation from the insurers in excess of the actual claim. If the total of the compensation amounts exceeds the claim, the compensation will be settled proportionately among the insurers according to the extent of liability of each insurer.

The Norwegian Insurance Contracts Act and Norwegian law

The insurance is governed by Norwegian law and the provisions of the Norwegian Insurance Contracts Act.

Insurance mediation

Eventim.no mediates the insurance on behalf of Trygg-Hansa, branch of Tryg Forsikring A/S Denmark.

Insurer

The insurer is Trygg-Hansa Försäkring, SE-106 26 Stockholm, business ID 516403-8662, a branch of Tryg Forsikring A/S, business ID 24260666, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark.

FOSS – claims registration

If we so wish, we are entitled to register all claims reported in connection with this insurance in the Norwegian Insurance Central Claims Register (FOSS). The register is used exclusively for the purpose of claims handling.

Guarantee scheme for non-life insurance

As a branch of Tryg Forsikring A/S, Denmark, Trygg-Hansa, is covered by the guarantee scheme that applies to insurance companies offering non-life insurance in Norway. See Regulation on Guarantee Scheme for Non-Life Insurance of 22 December 2006.

Association – significance of other persons' actions

Association means that acts and omissions by other persons will have the same impact on the insured's rights as if the insured had carried them out himself/herself. See section 4-11 of the Norwegian Insurance Contracts Act. Persons who are identified with the insured are the insured's spouse cohabiting with the insured, or persons with whom the insured cohabits in a permanently established relationship.

Deadlines for reporting claims and limitation period

The policyholder will forfeit the right to compensation if the claim has not been filed with Tryg within one year of the policyholder having become aware of the circumstances on which the claim is founded; see Section 8-5 of the Norwegian Insurance Contracts Act. The policyholder's claim against Tryg is barred by limitation after three years. The limitation period commences at the end of the calendar year in which the policyholder acquired or should have acquired the necessary knowledge of the circumstances upon which the claim is founded. The claim will, however, be barred by limitation within ten years of the end of the calendar year in which the insurance event occurred at the latest. See section 8-6 of the Norwegian Insurance Contracts Act. If Tryg rejects a claim for compensation in full or in part, the policyholder loses the right to compensation, unless legal action is brought, or a request for consideration by the Appeals Board is made according to section 8-5 of the Norwegian Insurance Contracts Act within six months of the policyholder receiving notification in writing of the rejection.

Subrogation

If there is more than one party liable for the insured's claim, Tryg is subrogated to the insured's right to compensation for the amount the insured has been paid by Tryg.

Interest

The insured is entitled to interest in accordance with Section 8-4 of the Norwegian Insurance Contracts Act. Tryg will pay interest on the compensation when two months have passed after notice of the claim has been sent to Tryg. If the insured fails to provide information or documents in accordance with Section 8-1 of the Norwegian Insurance Contracts Act, he/she cannot claim interest for the time lost in connection with this. The same applies if the insured wrongfully rejects full or partial settlement.

Currency

Unless otherwise stated in the terms and conditions or the certificate of insurance, all amounts are in Norwegian kroner (NOK).

This applies to prices, sums insured, compensation amounts and any other amounts that follow from the insurance contract.

Prohibition against profit

The insurance must not result in any profit. Tryg will compensate the loss sustained within the scope of the insurance contract.

Supervisory authority

Tryg (Trygg-Hansa) is under the supervision of the Danish Financial Supervisory Authority and the Swedish Financial Supervisory Authority.

Privacy

Your personal data are processed in accordance with the EU General Data Protection Regulation and supplementary Swedish data protection legislation. The personal data processed include name, address, civil registration number, financial matters, payment details, health, other data required by the insurer to write insurance, renew or change the insurance or for the purpose of other insurance administration, as well as data provided in connection with claims handling etc. Data for the above purposes may be disclosed to partners in and outside the EU and EEA area, insurance mediators or other companies in the group. Under the applicable legislation, data may also be disclosed to the authorities. Complete information about the processing of personal data can be found in our privacy policy at <https://affinity.tryg.no/gdpr/>.

Trygg-Hansa, is the data controller. You have the right to know how your data are being processed by us and receive an extract (a register extract). You also have the right to have inaccurate data rectified or erased in certain cases. You may also request that the processing of your data be restricted or complain about the processing of your data and request that the data you have provided to us be transmitted to a third party (so-called data portability). You contact us by writing to dpo@trygghansa.se.

By contacting us, you can also request that the privacy policy declaration be sent by mail to you, and notify us that your personal data must not be used for direct marketing

If you do not agree with us

At Tryg Forsikring, we strive for high-quality case handling and for our claims settlements and decisions to be consistent with applicable terms and conditions and practice. If you nevertheless do not agree with our decision in connection with a claim, please feel free to write to us, stating the reasons why you are not satisfied.

- The quickest way to get another assessment is by sending an email to the department that processed your insurance case. It is important that you clearly state the specific points on which you disagree and any new information of importance to the case.
Email: affinity@tryg.no
- If you are still not satisfied with the decision following your contact with the relevant department, you may file a complaint with Tryg's Quality Assurance Department.
Web: www.tryg.no/meld-skade/klagemuligheter
Surface mail: Tryg Forsikring, v/Kvalitetsavdelingen, Postboks 7070, NO-5020 Bergen
- You may also ask the Financial Services Complaints Board to review any insurance-related complaints and disputes.
Web: www.finkn.no
Surface mail: Finansklagenemnda, Postboks 53 Skøyen, NO-0212 Oslo
- It is also possible to have your rights under the insurance terms and conditions heard by the courts. See Section 20-1 of the Norwegian Insurance Contracts Act.

If we have not fulfilled our obligations under the insurance contract, the party to whom the contract applies can ask for remedial action by writing a letter to us, explaining his/her case and asking for our comments.