

# KILROY Plus Cancellation Insurance

## Terms and conditions 70141-UK

Valid from April 1, 2018

### Consider this when you read the terms and conditions:

1. The terms and conditions should be read together with the insurance policy / booking confirmation which together constitutes the insurance contract. If special conditions apply for your insurance this will be stated in the insurance policy.
2. Limitations, exclusions and precautions / security directives are marked in grey.
3. All words in italics are defined at the end of the insurance conditions.

### Insurance provider for this insurance:

Europæiske Rejseforsikring A/S,  
hereinafter called Europæiske ERV

Frederiksberg Allé 3  
DK-1790 København V  
Tel. +45 33 25 25 25  
[www.erv.dk](http://www.erv.dk)  
CVR no: 62940514

The provider is under supervision of the  
Danish Financial Supervisory Authority.

### Any questions?

Please contact KILROY.

### Customer Service

Open 24 hours a day at  
[www.kilroy.is](http://www.kilroy.is)

Via telephone or e-mail:  
Monday-Friday

You will find our opening hours at  
[www.kilroy.is](http://www.kilroy.is)

 +354 517 7010

 [reykjavik@kilroy.is](mailto:reykjavik@kilroy.is)

# 1. Introduction

## 1.1 Who can take out the insurance and who can be insured?

---

The person purchasing the insurance must be at least 18 years of age and a legal resident of the EU / EEA, Greenland or Faroe Islands at the time of purchase.

The insurance applies to the persons listed in the insurance policy / booking confirmation and at the time of purchase of the insurance are a legal resident of the EU / EEA, Greenland or Faroe Islands.

## 1.2 What the insurance covers

---

### Cancellation of the trip

#### - before departure from your country of residence

The insurance covers in case of:

- Illness, injury, hospitalization or death.
- Pregnancy
- Fire, flooding, burglary or storm damage in your private residence or your own company.
- Walkout by employees in your own company, re-sit of an examination, unexpected termination of employment, divorce or conscription for military.
- Lost vacation purpose.

### Cancellation of the trip

#### - after departure from your country of residence

The insurance covers in case of:

- Illness, injury, hospitalization or death.
- Fire, flooding, burglary or storm damage in your private residence or your own company.
- Walkout by employees in your own company.

The insurance covers the insured's share of the price of the trip/event which KILROY according to the ordinary travel conditions are entitled to charge, when an incident covered by the insurance occurs.

## 1.3 Period of validity

---

The protection agreement takes effect when it has been paid for and is in effect until *departure from your country of residence*.

If departure is from another country this must be noted in the travel document/invoice. For travel within country of residence the Change and Cancellation Protection covers until departure from place of residence.

## 1.4 Limitations / Exclusions

---

If the person, who is reason for the cancellation is 75 years of age or older, the compensation from Europæiske ERV is limited to a maximum of ISK 326,000 per person covered by the agreement.

The liability of Europæiske ERV cannot exceed the cover sums stated in the invoice and in the terms and conditions.

In all cases, the liability of Europæiske ERV as a result of one claim incident cannot exceed ISK 16,300,000 regardless of the number of insurance policies covering the same incident.

# 2. Cancellation of the trip

## - before departure from your country of residence

### 2.1 What the insurance covers

---

The cover applies when the insured is unable to commence the trip or fulfill the main purpose of the trip due to:

- a) Death or serious acute unforeseen illness or injury of the Insured or the Insured's accompanying *immediate family*.
- b) Death or serious acute unforeseen illness or injury which will require hospitalization of the Insured or the Insured's *immediate family*.
- c) Pregnancy occurred after purchase of the insurance if a medical assessment states that the trip cannot be carried through because of the pregnancy.
- d) Fire, flooding, burglary or storm damage in or to the Insured's private residence or company owned by the Insured, immediately prior to departure.
- e) Unofficial walk-outs by the employees in the Insured's own company or a fraudulent act by one or more employees in the Insured's own company immediately prior to departure.
- f) That the Insured does not pass or due to acute illness cannot sit for an exam at a full time course entitling for State Educational Grant ("SU") or equivalent and hence must re-sit the examination.  
It is a requirement that the trip was booked and paid for prior to the examination and that the re-sitting will take place during the travel period or up to two weeks after the Insured's scheduled return date.
- g) That the Insured for medical reason is unable to receive a vaccination introduced during the period of insurance and which is a requirement for travels to the country of destination.

- h) The Insured employer's unexpected termination of the Insured's employment or lock-out of employees. The termination or lock-out must occur during the period of insurance and less than 3 months prior to departure.

- i) The Insured starts new employment in connection with an unexpected termination by a former employer, with the result that the Insured cannot take out vacation for the duration of the trip.

It is a condition that the termination of the employment takes place during the insurance period and that the Insured has commenced the new employment less than 1 month before departure.

- j) Divorce, separation or termination of cohabitation within the last 3 months before departure. At the end of cohabitation it is a condition that you and your partner have split to separate addresses at the Central Office of Civil Registration and have had the same address as registered at the Central Office of Civil Registration for a minimum period of 12 months prior to the termination of cohabitation.

- k) The insured is conscribed for military service or summoned as a witness in court. It is a condition for coverage that the notice has been given after placing the order for the trip and after purchase of the insurance.
- l) That the Insured due to acute unforeseen illness or injury occurred after purchase of the trip and the cancellation insurance cannot be covered by a travel insurance from Europæiske ERV and is unable to get the prior medical approval from Europæiske ERV because of this illness or injury.

This coverage applies if the Insured has acquired a travel insurance including medical coverage at Europæiske ERV at the same time as the purchase of the Europæiske ERV cancellation insurance.

#### Co-travelers

Up to 3 *co-travelers* under section 2.1.a, who have purchased a cancellation insurance with Europæiske ERV, can cancel their trips as a consequence of an insurance incident occurred to 1 insured person.

The insurance also covers cancellation for 1 *co-traveler*, who has purchased cancellation insurance with Europæiske ERV, if a cancellation covered by section 2.1a-l will cause the *co-traveler* to travel alone.

#### Co-travelling family

If the insured is entitled to compensation according to section 2.1 b-l, the insurance also covers cancellation for co-travelling *family members* if they have purchased a cancellation insurance with Europæiske ERV.

## 3. Limitations / Exclusions

The insurance does not cover in case:

- a) The illness / injury or pregnancy causing the cancellation existed at the time of purchase of the insurance. This exception applies even if no final diagnosis is set, but the illness/injury or the pregnancy has only displayed symptoms or is under medical investigation. Coverage is provided, though, if the illness/injury causing the cancellation, within 3 months prior to purchase of the trip / cancellation insurance has not:
  - 1) displayed symptoms,
  - 2) resulted in a consultation with a doctor or other treatment providers, except for ordinary medical check-ups,
  - 3) resulted in a change of medication or,
  - 4) resulted in hospitalization
- b) The cancellation is due to a mental disorder that has not resulted in a referral to a psychologist, psychiatrist, hospitalization, or medication.
- c) Submission of cancellation with the travel agency or the airline company takes place after time of departure.
- d) The insured is capable of commencing the trip but must cancel because the insured due to illness will not be covered by a travel insurance purchased with another insurance company.

## 4. Cancellation of the event

- after departure from your country of residence

### 4.1 What the insurance covers

The cover applies when the insured is unable to commence or fulfill the main purpose of the event due to:

- a) Death or serious *acute unforeseen illness* or injury of the Insured or the Insured's accompanying *immediate family*.
- b) Death or serious *acute unforeseen illness* or injury which will require hospitalization of the Insured or the Insured's *immediate family*.
- c) Pregnancy occurred after purchase of the insurance if a medical assessment states that the event cannot be carried through because of the pregnancy.
- d) Fire, flooding, burglary or storm damage in or to the Insured's private residence or company owned by the Insured, immediately prior to departure
- e) Unofficial walk-outs by the employees in the Insured's own company or a fraudulent act by one or more employees in the Insured's own company immediately prior to departure.
- f) That the Insured for medical reason is unable to receive a vaccination introduced during the period of insurance and which is a requirement for travels to the country of destination.

## General terms

### Right of withdrawal

There is no right to cancellation for travel insurance policies providing cover for up to 30 days. In case the insurance policy provides cover for more than 30 days the following right of cancellation applies:

- a) You have the right to cancel in accordance with the Danish Act on Insurance Agreements in force at any given time.
- b) The deadline for the right of cancellation is 14 days. The deadline is calculated from the day on which the insurance terms and conditions are sent to you/received by you, but no earlier than the time at which you have received notification that the insurance agreement has been completed. If, for example, you receive the insurance terms and conditions on Monday the 1st you have up to and including the 15th to withdraw. If the deadline expires on a public holiday, a Saturday, Sunday or Constitution Day, you can wait until the next working day.
- c) You must inform Europæiske ERV that you have changed your mind about the agreement before the expiry of the cancellation deadline. If this notification is sent by post you must send the letter before the expiry of the deadline. If you wish to ensure that you have given notification in due time you should send the letter by registered post and retain the receipt.

## Dual insurance

---

The insurance does not cover costs or pay out compensation for claims which have already been covered by another insurance or credit card. Each company however are liable towards you and / or policyholder as if that company alone was liable for the claim, but with a right of recourse and division of the liability between the insurance companies in proportion to the respective liability amounts.

Dual insurance does not apply to the cover "Personal accident – Disability and Death".

In case of a claim the insured is obligated to inform Europæiske ERV of any other insurance taken out with another company and / or whether the insured has a bank- or credit card with insurance cover.

## Transfer of rights and compensation claims

---

No person may pledge or in any other way transfer the rights conferred upon him / her by way of this insurance in any other way without Europæiske ERV prior written consent.

## Public cover

---

Europæiske ERV is not obliged to cover expenses which are already covered wholly or partially by any scheme, programme or similar, funded by any government.

## Personal data processing and disclosure of information

---

When taking out an insurance or filing a claim, Europæiske ERV stores the personal data provided. We process the personal data when administering the insurance, handle claims, assist the insured on their trip and otherwise fulfill our contractual obligations towards the insured.

Europæiske ERV may use the personal data for marketing purposes. We will however never give the personal data to a third party without the policyholder's prior consent.

The insured has the right, once a year, to request a transcript of the personal data we hold on that person. The insured may request to have inaccurate or incomplete data corrected or deleted. The policyholder may also inform us in writing if he / she does not wish the personal data to be used for purposes related to direct marketing.

Send a written and signed application to:

### Europæiske ERV

Frederiksberg Allé 3  
1790 København V  
DK - 1790 Copenhagen V  
FAO: Customer Embassy

In the event of a claim, Europæiske ERV is entitled to disclose the information received from the insured and / or policyholder to Europæiske ERV's international network, including our central control unit and service offices. In the case of search

and rescue operations, the information can also be passed on to the Ministry of Foreign Affairs. This is done to ensure that the optimal assistance is provided during the insured's trip.

Furthermore, Europæiske ERV has the right to seek information on the insured's state of health and treatment from the doctors and hospitals that have treated the insured party. The insured party is obliged to sign a so-called "medical release" if requested to do so.

## Complaints

---

If you are not satisfied with the service or claims handling provided, please contact the employee you have been serviced by. If you still are not satisfied with our service or claims handling, your complaint should be sent in writing to:

### Europæiske ERV

Frederiksberg Allé 3  
DK - 1790 Copenhagen V  
FAO: Customer Embassy  
E-mail: [customerembassy@erv.dk](mailto:customerembassy@erv.dk)

If you are not content with Europæiske ERV's handling of your complaint, you may turn to the following authority outside Europæiske ERV:

### Ankenævnet for Forsikring

(The Insurance Complaints Board)  
Anker Heegaards Gade 2, 1  
1572 Copenhagen V  
+45 33 15 89 00 (between the hours of 10.00 and 13.00)

The complaint must be submitted on a special complaints form, which you can obtain from:

- Europæiske ERV
- Ankenævnet for Forsikring
- Danish Insurance Association  
Philip Heymans Allé 1  
2900 Hellerup  
+45 41 91 91 91  
(between the hours of 10.00 - and 13.00)

You will be charged a fee when submitting the complaint form.

## Public court

---

Even if your case has been reviewed by The Insurance Complaints Board, you can apply to a court of law. Assistance with the costs of a court action may be available through:

- Legal expenses insurance or,
- Legal aid, that may contribute to your legal costs, depending on your income.

## Applicable law and legal venue / jurisdiction

The Danish Insurance Contracts Act applies to this insurance agreement and terms and conditions, if not specifically stated otherwise.

Any disputes arising from or relating to the insurance agreement shall be governed by Danish law and may be settled by the district court of first instance in the area where you live or by the City Court ("Byretten") of Copenhagen, Denmark should you wish so.

## Definitions

**Acute unforeseen illness:** Sudden new illness, justified suspicion of a sudden new illness or sudden unexpected worsening of chronic existing ailment.

**Departure from your country of residence:** The journey has begun when you have checked in at the airport, at the bus, boat or ferry or boarded the train.

**Event:** An event is defined as a prepaid activity during the journey that has been booked and paid at KILROY before departure from the country of residence. An event can never last for more than half of the planned travel period.

**Co-traveler:** A person whose name is on the same ticket/ booking confirmation and on the same insurance certificate as you or who can prove that he / she has purchased the trip in order to travel together with you.

**Immediate family:** Spouse, registered partner, partner, children, step-children, grandchildren, children-in-law, parents, *step parents*, parents-in-law, siblings, step-siblings, grandparents, sister-in-law, brother-in-law.

**Partner:** is a person with whom the insured cohabits under conditions similar to marriage and who is registered as being resident at the same address. A requirement for classification of partner is that neither party is married to, nor is the registered partner of, any person other than the person with whom the insured cohabits.

**Same journey:** This means a journey where more people have joined together, for the purpose to make the journey together and where everyone has bought a cancellation insurance. In case the out bound and home bound travel dates for all of the insured are not the same, the journeys are considered to be the same trip when all of the insured are planning to be on same resort / hotel for the majority of the duration of the trip.

**Step-children:** Children who are not your biological children and where you are married to or live with (at the same address as registered in the National Register of Persons) the child's biological parent until the child's 21 years birthday.

**Step-parents:** Persons who are not your biological parents but who are married to or live with your biological mother or father at the same address as registered in the National Register of Persons for minimum 2 years.