

## **General conditions – Damage insurance for lodging accommodation**

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### **1. Definitions**

The words or phrases below have the following meaning wherever they appear in this policy and the conditions:

- a) The insurer: the entity responsible for compensating the policyholder in the event of a covered loss, as outlined in the insurance policy.
- b) The insured: the person who booked the accommodation. Persons who were informed by the Insurer that cover for them would no longer be accepted shall not be regarded as an insured;
- c) Lodging accommodation: a facility for a temporary stay;
- d) Premium: the premium and insurance premium tax;
- e) Payment: compensation for damage.

### **2. Period of validity**

- a) The insurance is automatically included with the booking and remains valid for the total period specified in the booking confirmation.
- b) Within the period of validity of the insurance, the cover becomes effective as soon as the insured have occupied the lodging accommodation at the commencement of the agreed rental period and it terminates as soon as the insured and/or his baggage leave the lodging accommodation at the end of the rental period.
- c) If the expiry date specified in the policy is unexpectedly exceeded and this is beyond the power of the insured, the insurance will remain effective until such time as it first becomes possible for the insured to return to his home.
- d) Any extension of the insurance, other than that referred to in 2c, shall be deemed to be a new insurance.

### **3. Premium**

- a) Payment  
The insured is obliged to pay the premium before the commencement of the insurance.
- b) Return of premium  
As soon as the cover has become effective, there is no right to repayment of the premium.

### **4. General exclusions**

- a) No payments or assistance shall be made or provided for claims:
  - i. if the insured or interested party makes a false statement and/or gives an incorrect version of events. In such situations, the right to payment shall cease to be effective in respect of the entire claim, even in respect of those parts of the claim for which no false statements were made and/or incorrect versions of events given;
  - ii. if the insured or interested party fails to fulfil any of the obligations resting on them under this insurance policy
  - iii. which are directly or indirectly associated with:
    - war risk, including armed conflict, civil war, insurrection, internal civil commotion, riots and mutiny. The six forms of war risk described, as well as the definitions of such, form part of the text filed in the register at the Office of the District Court in The Hague on 2 November 1981 by the Dutch Association of Insurers;
    - nuclear reactions, including any nuclear reaction whereby energy is released;
    - seizure and forfeiture;
    - knowingly and wilfully participating in skyjacks, hijacks, strikes or acts of terrorism;

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- iv. caused by or resulting from the gross negligence or intentional acts of the insured or interested party, or an attempt thereof;
- v. which are directly or indirectly associated with the suicide of the insured, or an attempt to such an end;
- vi. connection with or as a consequence of participating in or committing a crime, or an attempt to such an end;
- vii. caused or having become possible by the insured drinking alcohol, or taking intoxicating, stimulating or similar substances;
- b) No payment will be made for claims caused whilst carrying out activities in connection with which a prohibition has knowingly and wilfully been ignored.
- c) No payment will be made for damage to swimming pools, jacuzzies, or boats, including any associated equipment or installations.

### **5. General obligations**

- a) The insured or interested party shall be obliged:
  - i. to do everything reasonably possible to prevent, minimise or limit damage;
  - ii. to give to the Insurer all the co-operation reasonably required and to supply information truthfully;
  - iii. to demonstrate the circumstances leading to a request for payment;
  - iv. to submit original documentary evidence;
  - v. to co-operate with the recovery from third parties, possibly by a transfer of rights.
- b) The insured and the interested party are obliged to submit to the Insurer applications for payment and/or assistance stating the policy details together with the invoices as soon as possible but not later than within 1 month after the period of validity of the insurance has expired, by means of sending a fully completed and signed claims form. Notices given together with this serve also to assess the claim and the right to payment.

### **6. Claim settlement**

The Insurer is charged with the settlement of claims (or having them settled) including based on the details and information provided by the insured.

### **7. Revendication of non-insured services**

The insured shall be obliged to settle in full any invoices from the Insurer in respect of services, costs and such like for which there is no cover under this insurance, within 30 days of the date on these invoices. If these invoices are not settled in full, a debt collection procedure shall, without further notice, be set in motion. Any associated costs shall be entirely at the expense of the insured.

### **8. Double insurance**

If, in the absence of this insurance, a claim could be made under any other insurance, regardless of whether it was taken out earlier, or on the basis of any legislation or other provision, this insurance will only provide coverage as a last resort. In such cases, only claims exceeding the amounts payable under other insurance or provisions will be eligible for payment.

### **9. Entitled party**

- a) The right to payment only accrues to the insured.
- b) Payments may be made to one insured person (unless other insured persons have objected to this in writing to the Insurer before payment of the compensation) or to the party by whose mediation the insurance was taken out.

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### **10. Limitation period for the right to claim payment**

If, in respect of any claim, the Insurer has made its final position known in writing, then any right on the Insurer relating to the respective claim shall expire after 6 months. This period shall commence on the day on which the Insurer sends this notice.

### **11. Address**

Notifications from the Insurer to the insured shall be sent in a legally valid way to the address most recently known by the Insurer or to the address of the party by whose mediation the insurance was taken out.

### **12. Complaints procedure**

Disputes and/or complaints arising from this contract of insurance can be submitted to:

- a) the management of SWEEDS Holidays AB
- b) Allmänna reklamationsnämnden (ARN) (The National Board for Consumer Disputes), Box 174, 101 23 Stockholm, Sweden;
- c) Finansinspektionen (The Swedish Financial Supervisory Authority), Box 7821, 103 97 Stockholm, Sweden;
- d) the competent court in Sweden, at the choice of the insured or interested party.

Swedish law shall apply to this contract.

### **13. Registration of persons**

Personal data collected when applying for insurance or financial services is processed in compliance with the General Data Protection Regulation (GDPR) and Swedish data protection laws. This includes processing for the following purposes:

- a) Concluding and fulfilling contracts;
- b) Marketing and customer communication;
- c) Preventing and combating fraud;
- d) Statistical analysis;
- e) Meeting legal obligations.

Data may be shared with third parties, such as service providers or authorities, only when necessary for these purposes or required by law. Personal data is retained no longer than necessary for contractual or legal purposes.

You have the right to access, correct, or delete your data, object to its use for marketing, and file a complaint with the Swedish Data Protection Authority (Integritetsskyddsmyndigheten, IMY).

### **14. Cover for damage to lodging accommodation**

- a) Compensation will be paid for:
  - i. Damage to lodging accommodation, including its fixtures, fittings, and playground equipment, which have been rented or made available to the insured
  - ii. damage to the front door if it has to be broken open as a result of the key to the lodging accommodation getting lost;
- b) Payment will be made if the insured is liable for the damage and this exceeds 250 SEK.
- c) The maximum payment amounts to 20.000 SEK per rental agreement.