

# Cleaning Service Insurance

## Terms and Conditions

Valid as per 1st of August 2019

This is a translation of the original Danish Insurance Terms and Conditions for "Rengøringsforsikring". In case of any discrepancies, the wording of the original shall prevail.

### Contractual basis

The insurance policy comprises the insurance agreement (the policy), any policy endorsements and the insurance terms. In addition, the insurance policy is subject to the Danish Insurance Contracts Act (forsikringsaftaleloven) and the Danish Financial Business Act (lov om finansiel virksomhed) unless derogated from by these terms.

We recommend that you read the terms and conditions before an incident may occur to make you need the insurance.

### Inspection and Guarantee Fund

Tryg is

- subject to inspection from the Danish Financial Supervisory Authority
- a member of the Danish Guarantee Fund for Non-life Insurers

### Further information

Insurance provider is Tryg Forsikring A/S, Klausdalsbrovej 601, 2750 Ballerup, CVR 24260666.

Policyholder is Happy Helper ApS, Gammel Strand 40, 1202 København K, CVR 36711515 (hereinafter referred to as the "Sharing Platform").

The users of the Sharing Platform, i.e. the persons carrying out the cleaning service (hereinafter referred to as the "Helper") and the recipient of the said service (hereinafter referred to as the "Customer") are covered by the insurance.

For further information on cover under this insurance policy, please visit the website or app of the Sharing Platform.

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# 1. Property (contents and buildings)

## 1.1 What is covered

The insurance covers home contents (for private Customer) and business contents (for commercial Customer) located within the Customer's home/building during the time of the cleaning as agreed via the sharing platform.

The insurance also covers the building including building amenities and equipment, e.g. floors/walls, electrical appliances, kitchen cupboards/counters, fixtures, glass and sanitary ware.

The insurance does not cover:

- gold, silver, jewellery, pearls and precious stones.
- cash and the like.
- domestic animals.
- conditions and property stated as excluded in the business terms and conditions of the Sharing Platform.

## 1.2 Which damage is covered

The insurance covers

- damage to property (contents and/or building) caused accidentally by the Helper.
- vandalism caused by the Helper.

The insurance does not cover

- stolen, lost or misplaced items.
- damage in the form of scratches, marks, soiling, smudging or spilling of/stains from liquids and foods.
- cosmetic colour differences.

- damage due to the use of electrical home cleaning appliances, e.g. vacuum cleaner, steam cleaner etc belonging to the Customer.
- damage due to wear and tear and poor maintenance.
- damage covered by a warranty, service scheme or the seller's liability under the law pertaining to the sale of goods.
- damage due to material defect or faulty construction/production.
- loss of software/data or time spent on installation.
- leased, borrowed or rented items (whether contents or building equipment/amenities).

## 1.3 How to report a claim

In case of a claim, the Customer must contact the Sharing Platform to obtain a designated link to Tryg's digital claims form. Once the claims form has been completed, it will be forwarded directly to Tryg.

When reporting a claim, the claim must be proven eligible for indemnity. Documentation must be provided as well as all

information which may be relevant to our assessment of the claim, e.g. photos of the damaged item together with receipts showing the purchase value of the item.

In case of vandalism it is a prerequisite to coverage that the claim be immediately reported to the police. The Customer must obtain written confirmation of the police report and state the file number.

## 1.4 How is the indemnity calculated

### 1.4.1 Damage to private property (home contents)

In case of damage to home contents, we may indemnify the claim in one by the following methods.

Private property (contents) means contents kept in a private home/room, on private premises.

#### A. Repair

We will pay the cost of repairing the damaged item to essentially the same condition it was in immediately before the damage. Repair costs may not exceed the value of the damaged item calculated in accordance with the rules on cash payment or replacement.

**Essentially the same condition** means that the item will not necessarily be the same as before the damage, but that its performance, use and appearance are essentially the same as before the damage. We may, for example, choose to use unoriginal spare parts.

#### B. Replacement

We will procure or deliver items having a value, quality, performance, use and appearance essentially corresponding to the damaged item. The make or brand of these items does not have to be the same.

We will provide new items if the damaged or stolen items were:

- purchased as new,
- less than two years old at the time of the damage, and
- otherwise undamaged.

If the Customer does not wish to have the damaged item replaced, we will pay an indemnity corresponding to the price at which we are able to purchase the item.

#### C. Cash payment

Cash payment is calculated using either the replacement value or the current cost of the damaged item.

##### *Replacement value*

We will pay a cash indemnity corresponding to the price charged by the supplier designated by us, if the damaged or stolen items were:

- purchased as new,
- less than two years old at the time of the damage, and
- otherwise undamaged.

##### *Current cost*

If all the conditions for using the replacement value have not been met, the indemnity will be calculated using the current cost. The current cost is calculated as the market price of a similar new item less depreciation due to age, use, changes in fashion, reduced usability or other circumstances. In this situation, account will not be taken of the utility value of the item.

**Similar items** means items having a value, quality, performance, use and appearance essentially similar to the item to be replaced. The make or brand of these items does not have to be the same.

### 1.4.2 Damage to private buildings

In case of damage to buildings, the indemnity is calculated using the method of replacement value.

However, this does not apply to items mentioned in the below depreciation rate tables.

We assess the indemnity based on the price of a similar new item. Then we deduct an amount based on the age of the item according to the depreciation rate tables in this clause.

The depreciation rate is based on the total cost of covering the damage, i.e. including labour costs etc.

Maximum sum insured and excess amount applying to this insurance are stated in section 1.5 "Excess amount and maximum sum insured".

#### White goods and electrically powered equipment

Age up to:	Indemnity	Age up to:	Indemnity
2 years	100 %	7 years	40 %
3 years	85 %	8 years	30 %
4 years	75 %	older	20 %
5 years	65 %		
6 years	50 %		

#### Interior painted surfaces

Age up to:	Indemnity	Age up to:	Indemnity
10 years	100 %	older	20 %
15 years	70 %		

#### Floor covering in the form of carpets, vinyl, laminate and other similar materials

Age up to:	Indemnity	Age up to:	Indemnity
5 years	100 %	20 years	50 %
10 years	80 %	older	20 %
15 years	60 %		

If the indemnity is not used to repair or reconstruct the damaged property, we will calculate the indemnity as a cash indemnity for unrestricted use. We assess the damage at the current value immediately preceding the damage, i.e. with a deduction for depreciation due to age and wear and tear.

For fire damage which is not repaired, we will only pay the indemnity for unrestricted use subject to the prior written consent of all mortgagees.

#### General indemnity rules

- The indemnity may not be based on more expensive building materials and equipment than those damaged or on building materials, equipment and methods of construction not generally employed at the time of the damage.
- If the damaged parts cannot be replaced, the indemnity will be calculated based on the price of acquiring similar parts of the same standard and which are generally used at the time of the damage.
- The indemnity cannot exceed the price that we are charged for having the building part/item repaired/reconstructed by the supplier(s)/tradesman/tradesmen designated by us.
- We do not pay indemnity for costs to ensure compliance with legislative requirements nor building administration costs.

### 1.4.3 Damage to commercial property (business contents)

In case of damage to business contents, we may indemnify the claim in one by the following methods.

Commercial property (business contents) means office furniture, equipment etc

#### A. Cash payment

Cash payment is calculated using either the replacement value or the current cost of the damaged item.

#### Replacement value

Damaged items qualifying for indemnity based on replacement value must be repaired or replaced within 1 year from the date of the damage unless otherwise agreed with Tryg.

When using the **replacement value**, the indemnity will be based on the price at the time of the damage of new equipment (contents) corresponding to the damaged item with no depreciation for age, wear and tear, but less depreciation due to reduced usability, obsolete construction, obsolete technology or other circumstances.

#### Current cost

If the conditions for using the replacement value have not been met, the indemnity will be calculated using the current cost. Any calculated difference in the indemnity between replacement value and current cost will be paid out only when the damaged items have been repaired or replaced.

When using **current cost**, the indemnity will be based on the price at the time of the damage of new equipment (contents) corresponding to the damaged item less depreciation for age, wear and tear, reduced usability, obsolete construction, obsolete technology or other circumstances. Current cost is described in §37 of the Danish Insurance Contracts Act.

#### B. Replacement and repair

Tryg is entitled to pay indemnity by procuring or delivering items corresponding to the damaged item or by repairing the damaged item to essentially the same condition it was in immediately before the damage. If a corresponding item or a spare part cannot be procured or can only be procured at a disproportionately high cost, indemnity will be calculated as the cost Tryg would have paid for having the corresponding items or spare parts procured/delivered at a normal cost. If used spare parts are available, Tryg is entitled to calculate the indemnity on the base of the price of used spare parts.

The insurance does not cover costs of temporary repair or procurement of documentation.

#### VAT

To the extent that the VAT is allowed by current legislation to be included in the annual accounts of the Customer's business, the Customer pays the VAT pursuant to the indemnity.

Tryg pays indemnity exclusive of VAT.

#### Ownership of damaged property

Tryg is entitled to enter into ownership of a damaged item by paying indemnity corresponding to the value of the item immediately before the damage.

### 1.4.4 Damage to business buildings

When using the replacement value, the indemnity will be based on the price at the time of the damage of restoring the damaged parts to their former condition at the same place and using the same method of construction.

The indemnity is calculated on the basis of the price that Tryg is charged for having the building part/item repaired/reconstructed by the supplier(s)/tradesman/tradesmen designated by us.

The indemnity may not be based on more expensive building materials and equipment than those damaged or on building materials, equipment and methods of construction not generally employed at the time of the damage.

The calculation of the indemnity will include changes of building construction costs occurring within the average building period starting from the date of the damage.

Damaged items of a value depreciated due to age, wear and tear by more than 30% compared to the replacement value, will be indemnified at current cost.

In case of poor maintenance the right to indemnity may be reduced or lapse.

#### VAT

To the extent that the VAT is allowed by current legislation to be included in the annual accounts of the Customer's business, the Customer pays the VAT pursuant to the indemnity.

Tryg pays indemnity exclusive of VAT.

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## 1.5 Excess and maximum sum insured

Maximum indemnity is limited to a total of DKK 200,000 per each individual cleaning service period as agreed via the Sharing Platform.

The Customer is liable to pay an excess of DKK 500 per claim which will be deducted from the indemnity.

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## 2. Personal Accident

### 2.1 Who is covered

The insurance covers accidents involving personal injury happening to the Helper during the period when the Helper is carrying out cleaning services facilitated through the Sharing Platform.

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### 2.2 What does the insurance cover

The insurance covers the consequences of accidents.

**Accident** means a sudden event that causes personal injury.

#### Causal connection

To obtain cover, there must be a causal connection between the accident and the injury. In the assessment, importance will be attached to factors such as whether the event is able to cause personal injury, i.e. whether the event in itself is enough to cause/explain the injury.

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### 2.3 Where does the insurance provide cover

The insurance covers within Denmark, not including the Faroe islands and Greenland.

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### 2.4 When does the insurance provide cover

The insurance covers consequences of Accidents incurring during the agreed period of cleaning service and at the Customer's address where the cleaning service is carried out as facilitated through the Sharing Platform.

The Helper is also covered by the insurance during the time of transportation directly to and from the above said address.

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### 2.5 General exclusions

The insurance does not cover

- expenses for legal assistance and other advice.
- any kind of transport expenses.
- consequences of accidents when the main cause is an existing illness or predisposition to illness.
- deterioration of the consequences of an accident that is due to an existing or an intercurrent illness.
- consequences of blood clots, cerebral haemorrhages and similar.
- bodily injuries as a consequence of attrition.
- bodily injuries as a consequence of overexertion that is not sudden.
- permanent injury as a consequence of overexerting body parts other than those injured in the accident.
- injury due to infection by diseases, viruses, bacteria, other microorganisms or similar.

- mental injury, regardless of whether the mental injury arises in connection with an accident.
- bodily injuries as a consequence of normal, everyday movements, e.g. bending down, getting up, walking, sitting down or reaching out.
- bodily injury due to (or worsened by) accidents occurring while the Helper was driving a bicycle, moped, scooter or motorbike without wearing a helmet that was correctly fitted and buckled.

Irrespective of your state of mind or mental capacity at the time of the accident, the insurance does not cover the consequences of accidents, you have directly or indirectly caused by:

- a deliberate act or your gross negligence.
- criminal acts.
- self-induced intoxication, influence of narcotics or other intoxicants.
- participation in fights.

## 2.6 What is covered

### 2.6.1 Permanent injury

The insurance covers

- if you suffer permanent physical and/or mental injury as a consequence of an accident.
- if the accident is caused by indisposition or fainting, i.e. brief blackout, the main cause of which is not illness.

The insurance entitles you to indemnity for permanent injury of at least 5%.

**Permanent physical injury** is the physical discomfort following an accident that does not disappear with treatment, and which you must live with for the rest of your life. The permanent physical injury is determined using the permanent injury rating list of Labour Market Insurance; see [www.aes.dk](http://www.aes.dk).

### Permanent injury

The insurance covers if you suffer permanent physical injury.

### Degree of permanent injury

The degree of permanent injury must be at least 5%. Indemnity, if any, is paid when we have received the information required to be able to assess whether you have a permanent injury.

### Maximum sum insured

The maximum sum insured is DKK 700,000.

### Determination of permanent injury

The degree of permanent injury is determined when the final consequences of the accident can be determined.

The degree of permanent injury cannot exceed 100% per accident.

The degree of permanent injury is determined using the permanent injury rating list of Labour Market Insurance. It is always the permanent injury rating list in force at the time of the decision that is used to fix the indemnity.

If an injury is not listed in the permanent injury rating list of Labour Market Insurance, the degree of permanent injury is determined on the basis of the medical nature and scope of the injury. No account is taken of your profession or social circumstances when your permanent injury is determined.

You can see the permanent injury rating list of Labour Market Insurance at [www.aes.dk](http://www.aes.dk).

The insurance does not cover complications corresponding to an existing injury or condition, including degenerative change, regardless of whether it previously produced symptoms. In addition, this may not result in the degree of permanent injury being determined as being higher than if such an injury or such a condition did not exist.

### 2.6.2 Treatment expenses

Reasonable and necessary expenses for treatment by a physiotherapist or chiropractor, until the degree of permanent injury has been determined, but not exceeding 12 months from the date of injury.

We may refer you to a treatment provider in our quality-assured and nationwide network of treatment providers.

The insurance does not cover:

- Expenses that can be paid from another quarter, for example public health insurance or workers' compensation insurance.
- Expenses for treatment of overexerted body parts other than those injured in the accident.

### 2.6.3 Immediate indemnity in event of a fracture etc.

The insurance covers if, as a consequence of an accident, you experience a

- fracture.
- complete or partial anterior cruciate ligament rupture.
- complete Achilles tendon rupture.
- meniscus lesion in the knee.

**Fracture** means a fracture of the collar bone, shoulder, upper and lower arm, elbow, wrist, metacarpus, back, pelvis, hip, thigh and lower leg, knee, ankle and midfoot.

The insurance pays a lump sum of DKK 10,682 (index 2019) per accident and DKK 16,025 (2019) in the event of fractures of different body parts in the same accident.

The insurance does not cover fractures of fingers, toes, isolated ligament injuries and/or bones or skeleton parts other than those mentioned under 'The insurance covers'.

### Required documentation

For payment of immediate indemnity the fracture must be documented by emergency room or medical records and X-ray examination. For meniscus or anterior cruciate ligament lesions by a scan or endoscopy.

Any subsequent payment for permanent injury will not be deducted from the indemnity.

### Several fractures of the same body part

Paid as one injury only:

- one leg up to and including the hip joint is considered one body part.
- one arm up to and including the shoulder joint is considered one body part.

## 2.7 Indemnity and required documentation

### Reporting an accident

An accident must be reported to us as soon as possible, even though the injury seems to be of limited extent.

In case of a claim, the Customer must contact the Sharing Platform to obtain a designated link to Tryg's digital claims form. Once the claims form has been completed, it will be forwarded directly to Tryg.

### Further information

When you report your claim to us, we will give you further details about the information that is necessary for us to consider the case.

You are obliged to send the documentation and information we request for us to be able to consider the case.

We pay the expenses for the certificates, reports and examinations we find necessary to be able to assess the case.

### Disbursement of indemnity

Indemnity is paid to the Helper.

### If you have accident insurance with another insurer

If you have accident insurance with other insurers with an aggregate sum insured of more than DKK 10 million, the indemnity under the insurance taken out is prorated as if the aggregate sum insured was DKK 10 million.

Any proportional reduction of the indemnity is made without reduction in the premium.

### Reopening

When a case is closed, it may later be reopened if you so request. Reopening requires medical documentation showing that the consequences of the accident have been aggravated. The expenses for obtaining this medical documentation are paid by the insured. If we decide to reopen a case, we pay the expenses for the medical documentation.

## 3. General terms

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### 3.1 Insurance period

The insurance is a short term insurance valid during the agreed period of cleaning service carried out as facilitated through the Sharing Platform.

### 3.2 Insurance in another company (does not apply to personal accident insurance)

If you have taken out insurance (not including personal accident insurance) against the same type of damage from another insurer, you have double insurance, and you must report the claim to both insurers.

We do not cover damage for which full indemnity is paid by another insurer. If the other insurer has limited cover in the event of double insurance, the same limitations apply to your insurance with us. This means that we and the other insurer are obliged to pay a pro rata indemnity.

### 3.3 Submission of information in case of injury

All changes relevant to the incurred injury must be submitted to us.

Failure to notify us of the said changes may result in lapse of your right to indemnity, either fully or in part, according to the regulation in the Danish Insurance Contracts Act (forsikringsaftaleloven).

### 3.4 Handling of your personal data

At [www.tryg.dk/personoplysninger](http://www.tryg.dk/personoplysninger) (in Danish), you can read more about how we handle your personal data.

Here you can find information about:

- the purpose for which we handle data about you,
- where the data are registered, and
- to whom the data might be disclosed.

### 3.5 Labour Market Insurance

The question whether an event is able to cause personal injury (suitability) may be submitted to Labour Market Insurance if you disagree with our assessment.

If you do not agree with the degree of permanent injury determined by us, you may demand that the matter of the degree of permanent injury be submitted to Labour Market Insurance. We may also choose to refer the matter to Labour Market Insurance.

The party that wishes the case to be submitted to Labour Market Insurance pays the costs associated with such submission, including expenses for additional medical reports.

If Labour Market Insurance changes the degree of permanent injury determined by Tryg in your favour, the costs are always paid by Tryg.

### 3.6 Complaints procedure

If you do not accept our decision, you must contact the department that has dealt with your case. If you still disagree, you may contact our Quality Department, which is responsible for complaints:

Tryg  
Klausdalsbrovej 601  
DK-2750 Ballerup  
E-mail: [kvalitet@tryg.dk](mailto:kvalitet@tryg.dk)

If you are not satisfied with the result of your enquiry to the Quality Department, private consumers may complain to:

Ankenævnet for Forsikring  
Anker Heegaards Gade 2  
DK-1572 København V  
Tel. +45 33 15 89 00 between 10.00 and 13.00  
[www.ankeforsikring.dk](http://www.ankeforsikring.dk)

A small fee will be charged for submitting complaints to the Insurance Complaints Board. The complaint must be submitted online or by regular post. You can read more about the complaints procedure at [www.ankeforsikring.dk](http://www.ankeforsikring.dk).