

# House insurance

## Insurance terms nr. 1204

This is a translation of the original Danish terms and conditions.  
In case of any discrepancies, the wording of the Danish original shall apply.

### Basis of contract

The insurance contract made with Tryg represents the policy, any endorsements and the insurance terms and conditions.  
Furthermore, Danish legislation shall apply, including the Danish Financial Business Act and the Danish Insurance Contracts Act to the extent that the latter has not been derogated from.

### Supervision and Guarantee Fund

Tryg is subject to supervision by the Danish Financial Supervisory Authority and affiliated to the Danish Guarantee Fund for Non-life Insurance Companies.

### Further information

Further information about this insurance can be found at [www.tryg.dk](http://www.tryg.dk), [www.forsikringsoplysningen.dk](http://www.forsikringsoplysningen.dk) or [www.ankeforsikring.dk](http://www.ankeforsikring.dk).

### RIGHT OF WITHDRAWAL

Only applies to private consumer policies. You have a right to withdraw from your purchase of private insurance, but this depends on three different situations:

- You met with our agent when you purchased your insurance
- You did not meet our agent in person when you purchased your insurance (distance sale)
- Your insurance policy has been changed, and you are now entitled to refuse to accept such change

Sections 34e and 34i of the Danish Insurance Agreements Act (lov om forsikringsaftaler) contain more information on your right of withdrawal.

### WITHDRAWAL PERIOD

The withdrawal period is always 14 days. The starting point of this period depends on how the agreement was made, see Items 1-3.

- 1 / If you met with our agent when you purchased your insurance, the withdrawal period starts on the latest of the following days:
  - a On the day when you were notified that you purchased the insurance
  - b Or on the day when you received clear written information on your right of withdrawal
- 2 / In the case of a distance sale, the withdrawal period starts on the latest of the following days:
  - a On the day when you were notified that you purchased the insurance
  - b On the day when you received the information that we are obliged to send you by letter or email

3 / In the case of changes, the rules in 1 and 2 above apply. Please note that your right of withdrawal only applies to the change in the case of an extension of cover.

The 14-day withdrawal period is determined as follows: If, for example, you buy your insurance on Monday the 1st, but you do not receive the information until Wednesday the 3rd, the withdrawal period will expire on Wednesday the 17th.

If the withdrawal period expires on a public holiday, a Saturday, Sunday, Constitution Day (5 June), 24 December or 31 December, it will not expire until the following weekday.

Please note that for building fire insurance, the right of withdrawal is restricted by section 60 of the Danish Financial Business Act (lov om finansiel virksomhed), such that the right of withdrawal is conditional on you documenting, within the 14-day withdrawal period, that building fire insurance has been taken out from other insurers with retrospective application.

### HOW TO WITHDRAW FROM YOUR PURCHASE

You must notify us that you wish to withdraw from your purchase before the withdrawal period expires. You may inform us of this either by letter or by email. If you would like documentation showing that you sent your notice before the expiry of the withdrawal period, send your notice by registered letter and retain the receipt. Please send your notice of withdrawal to:

Tryg  
Klausdalsbrovej 601  
DK-2750 Ballerup

E-mail: tryg@tryg.dk

### WHAT HAPPENS IF YOU WITHDRAW

If you withdraw from your purchase, the purchase will be cancelled and you will not be charged for the insurance. However, this means that if a claim occurs in the period from when you purchased your insurance and when you withdraw, this claim will not be covered by the insurance.

If you purchased the insurance through a distance sale, you may cancel the purchase if you have not received additional relevant information from us. The purchase will be cancelled from when you submit a notice of cancellation. However, please note that you must pay for your insurance until you cancel the purchase, except for the first 14 days which are included in the general right of withdrawal. We calculate the price based on the time you have been insured and according to the insurance purchase agreement originally concluded.

## ► IN THE EVENT OF A CLAIM:

- 1 / Report the claim as quickly as possible via our website [www.tryg.dk](http://www.tryg.dk).
- 2 / Or report the claim by calling +45 70 11 20 20.
- 3 / You must immediately attempt to mitigate the loss.
- 4 / However, you must not repair the damage and/or remove damaged items unless approved by us.
- 5 / Theft and vandalism must be reported to the police as soon as the damage is discovered.

## ► WHEN READING THE TERMS, PLEASE NOTE:

- 1 / The different types of cover only apply if stated in your policy.
- 2 / To ensure that a loss is covered, you should look under the specific type of cover and the general terms and joint terms.
- 3 / How the indemnity is calculated.

### COVER

<p><b>1. FIRE DAMAGE . . . . .page 4</b>            Fire and fire extinguishing            Sooting            Explosion            Direct lightning strike            Short-circuiting etc.            Other causes of damage</p> <p><b>2. STORM DAMAGE ETC.. . . . .page 5</b>  <b>WEATHER DAMAGE</b>            Frost burst in pipes and installations            Snow and hail            Water            Storm</p> <p><b>OTHER SUDDEN DAMAGE. . . . .page 6</b>            Theft and vandalism            Escape of liquid            Accident</p> <p><b>3. DAMAGE TO HIDDEN PIPES AND CABLES . . . .page 7</b>            Leaks and defects</p> <p><b>4. SERVICE LINE DAMAGE . . . . .page 8</b>            Utætheder og fejl</p> <p><b>5. DAMAGE TO GLASS AND SANITARY WARE . . .page 9</b>            Breakage, peeling or scratches</p>	<p><b>6. INSECT AND FUNGAL DAMAGE . . . . .page 10</b>            Insects            Fungus</p> <p><b>7. DRY ROT DAMAGE . . . . .page 11</b></p> <p><b>8. HOMEOWNER'S LIABILITY. . . . .page 12</b></p> <p><b>9. PRIVATE LEGAL AID . . . . .page 13</b></p> <p><b>10. EXTENDED COVER . . . . .page 14</b>            Extended water damage            Cosmetic differences            Building materials            Mechanical malfunction of fixed electrical installations            Damage caused by animals            Garden installations covered against theft, vandalism and collision</p>
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### GENERAL INFORMATION

<p><b>RIGHT OF WITHDRAWAL . . . . .page 2</b></p> <p><b>11. CALCULATION OF INDEMNITY . . . . .page 16</b>            Calculation of indemnity            Indemnity tables            Dry rot damage            Exterior decorations            Garden installations etc.            Buildings undergoing renovation/modernisation            Buildings scheduled for demolition            Indemnity for unrestricted use            Residual value            Other expenses covered            Deductible</p> <p><b>12. GENERAL TERMS . . . . .page 20</b>            Who and what is covered?            The following is not covered            Maintenance            Duty of disclosure            Insurance in another company            Building under construction</p> <p><b>13. JOINT TERMS . . . . .page 22</b>            General exclusions            Payment            Indexation            Term and termination            Amendment of terms and price changes            Complaints            Contractual basis            Supervision and Guarantee Fund for Non-life Insurance            Companies</p>
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## 1. Fire damage

### COVERS DAMAGE CAUSED BY

#### FIRE AND FIRE EXTINGUISHING

Fire is uncontrollable with flames spreading unaided.

#### SOOTING

- Sudden sooting from boiler installations, fireplaces or wood-burning stoves; however, cover is conditional on these being correctly installed and adjusted.
- Sudden sooting from cooking, candles etc.

#### EKSPLOSION

Explosion is a rapid chemical process by which intense heat and enormous pressure is generated, making the air expand.

#### DIRECT LIGHTNING STRIKE

A direct lightning strike has occurred when the building and/or building parts show(s) signs of damage directly caused by the electric heat impact or force when lightning struck the earth.

#### SHORT-CIRCUITING ETC.

Damage to electrical wiring or installations due to, among other things, thunder (indirect lightning strike), short-circuiting of electric circuits, excess voltage (electricity supply failure) or the like.

#### OTHER CAUSES OF DAMAGE

- Dry-boiling of boiler for space heating.
- Bursting of air-tight and steam-tight boilers.
- Crashing aircraft or parts falling from them.

### DOES NOT COVER DAMAGE CAUSED BY

#### SINGEING ETC.

Damage caused by singeing, charring, discolouration, overheating or melting, without a fire.

*Examples:*

*Damage caused by embers from tobacco, fireplaces or bonfires.*

*Damage caused by hot pots, pans or irons.*

#### TARRY SOOT

Damage caused by tarry soot.

#### HIDDEN ELECTRICAL HEATING CABLES

Short-circuiting, excess voltage or the like in hidden electrical cables for space heating is not covered, unless you have purchased 'Damage to hidden pipes and cables' cover.

### BUILDING PARTS

#### THE FOLLOWING PARTS ARE COVERED

##### BUILDINGS, GARDEN INSTALLATIONS, DECORATIONS ETC.

- Buildings with fixed building equipment, including exterior decorations. Fixed installations and renewable energy plant.
- Foundations and pilework.
- Buildings under construction, provided that it is stated in the policy that this cover has been purchased; see Paragraph 12.6.
- Buildings undergoing extension; see Paragraph 12.4.
- Building materials to be fitted in or at existing buildings, while stored at the property insured.
- Pergolas, wooden fencing, fences and masonry walls.
- Hobby greenhouses.
- Aerials.
- Co-insured swimming pools or outdoor spas with fixed installations and covers.
- Garden sculptures, sundials, bird baths, flagpoles and the like, provided that they are mounted in a cast foundation.
- Garden installations such as plants, stonework, terraces, garden paving stones, detached steps, fountains, fishponds and pebbles in flowerbeds and garden paths.

## 2. Storm damage etc. / Weather damage

### COVERS DAMAGE CAUSED BY

#### FROST BURST IN PIPES AND INSTALLATIONS

Frost bursts in pipes supplying the insured buildings with water or heating and damage due to frost bursts in interior piping systems and connected installations.

#### SNOW AND HAIL

Damage to the insured buildings caused by snow load, snowslide and hail.

#### WATER

- Heavy cloudbursts or sudden thaws where the water cannot run off normally but floods the buildings and/or seeps into the buildings through natural leaks such as basement wells and vent-holes.
- Water damage as a consequence of other covered damage.

If you suffer water damage in your basement which is covered by the policy, the damage must be repaired without using organic materials such as wooden floors, laminate floors, insulation walls, plaster walls and glass tissue. If the damage is repaired using organic materials, these parts will not be covered in case of future water damage. Any additional costs for repairing the damage with non-organic materials are not covered by the policy.

*A heavy cloudburst is when the amount of rainfall reaches 1-2 mm a minute within a short period of time. It will normally feel as if 'the heavens opened'. Or a large amount of rainfall within a 24-hour period – approx. 30 mm. Or persistent heavy rain with an average daily rainfall of approx. 20 mm for 5-7 days.*

*A sudden thaw is when the amount of precipitation or melt water within a short period of time is too much for correctly dimensioned drainage systems to be able to drain off the water.*

#### STORM

A storm is when the wind force/wind gusts reach at least 17.2 m/sec (62 km/h).

### DOES NOT COVER DAMAGE CAUSED BY

#### INSUFFICIENT HEATING

Frost burst in rooms not sufficiently heated, unless this was due to accidental heat supply failure.

*Accidental heat supply failure is due to causes outside of the owner's or the user's control. It is not accidental if the heat supply failure was due to causes such as an insufficient heating oil level.*

#### FROST

Damage caused by frost to:

- Exterior decorations on buildings such as murals and reliefs.
- Co-insured swimming pools or outdoor spas with fixed installations and covers.
- Garden sculptures, sundials, bird baths, flagpoles etc.

#### WATER FROM GUTTERS AND DOWNPIPES

- Damage caused by water from gutters and downpipes, unless the damage was caused by damage due to cloudburst or sudden thaw covered by the policy.
- Water damage caused by gutters/drains not being correctly maintained, dimensioned or fitted.

#### FLOODING

Flooding from the sea, bay, lake or watercourse.

#### BUILDING AND REPAIR WORK

Damage caused by building and repair work.

#### DEFECTS

Damage caused by workmanship defects, material defects or faulty design of which the policyholder was or should have been aware.

#### FUNGUS AND DRY ROT

Consequential damage in the form of fungus or dry rot, unless you have purchased 'Insect and fungal damage' and 'Dry rot damage' cover.

#### GLASS AND SANITARY WARE

Glass and sanitary ware, unless you have purchased 'Glass and sanitary ware' cover.

### BUILDING PARTS

#### THE FOLLOWING PARTS ARE COVERED

##### BUILDINGS ETC.

- Buildings with fixed building equipment, including exterior decorations. Fixed installations and renewable energy plant.
- Foundations and pilework.
- Buildings under construction, provided that it is stated in the policy that this cover has been purchased; however, only storm is covered; see Paragraph 12.6.
- Extensions under construction; however, only storm and cloudburst in pipes and installations are covered; see Paragraph 12.4.
- Building materials to be fitted in or at existing buildings, while stored at the property insured.
- Pergolas, wooden fencing, fences and masonry walls.
- Hobby greenhouses.
- Aerials.
- Co-insured swimming pools or outdoor spas with fixed installations and covers.
- Garden sculptures, sundials, bird baths, flagpoles etc.

The mentioned buildings etc. must be erected on a brick or concrete foundation, footing stone or pressure-treated beams embedded in the ground.

#### THE FOLLOWING IS NOT COVERED

##### GARDEN INSTALLATIONS ETC.

Garden installations such as plants, stonework, terraces, garden paving stones, detached steps, fountains, fishponds and pebbles in flowerbeds and garden paths.

##### CERTAIN MATERIALS IN BASEMENTS

Water damage to organic materials and plaster walls in basements for the second time.

## 2. Storm damage etc./Other sudden damage

### COVERS DAMAGE CAUSED BY

#### THEFT AND VANDALISM

Theft and vandalism committed by a person without lawful access to the insured buildings.

#### ESCAPE OF LIQUID

- Water, oil, coolant, steam and the like from pipes and connected installations suddenly escaping. This also applies to refrigeration and cooling systems as well as to containers and fish tanks.
- Water suddenly rising up through drainpipes.

#### ACCIDENTS

Sudden damage not covered by the other types of cover, exclusions or limitations of the policy.

*Sudden damage means damage due to an external cause with an immediate effect. Cause and effect must be contiguous in time.*

*Examples of sudden damage:*

- *A mounted flat screen falls down and damages the parquet floor. The damage to the parquet floor is covered.*
- *A car runs into the building. The damage to the building is covered.*
- *A tree falls onto the roof of your house. The damage to the building is covered.*

### DOES NOT COVER DAMAGE CAUSED BY

#### PRECIPITATION AND FROST

Precipitation and frost are not a sudden damage.

#### SEEPAGE OF LIQUIDS

Water, oil, coolant etc. dripping or seeping.

#### FILLING OR DRAINING

Filling or draining of oil tanks.

#### SUBSIDENCE

Subsidence, vibrations from traffic and the like.

#### BUILDING AND REPAIR WORK

Damage caused by building and repair work.

#### DEFECTS

Damage caused by workmanship defects, material defects or faulty design of which the policyholder was or should have been aware.

#### FUNGUS AND DRY ROT

Consequential damage in the form of fungus or dry rot, unless you have purchased 'Insect and fungal damage' cover (Paragraph 6) or 'Dry rot damage' cover (Paragraph 7).

#### COSMETIC DAMAGE

Scratches and peeling, unless caused by theft or vandalism.

#### ANIMALS

Damage caused by animals gnawing, contaminating, nesting etc., unless you have purchased 'Extended cover' (Paragraph 10.5), Damage caused by animals.

### BUILDING PARTS

#### THE FOLLOWING PARTS ARE COVERED

##### BUILDINGS ETC.

- Buildings with fixed building equipment, including exterior decorations. Fixed installations and renewable energy plant.
- Foundations and pilework.
- Extensions under construction; see Paragraph 12.4.
- Building materials to be fitted in or at existing buildings, while stored at the property insured; however, only against escape of liquid. If you have purchased 'Extended cover' (Paragraph 10.3), the policy will also cover theft, vandalism and accidents.
- Pergolas, wooden fencing, fences and masonry walls.
- Hobby greenhouses.
- Aerials.
- Co-insured swimming pools or outdoor spas with fixed installations and covers.
- Garden sculptures, sundials, bird baths, flagpoles and the like, provided that they are mounted in a cast foundation.

#### THE FOLLOWING IS NOT COVERED

##### BUILDINGS UNDER CONSTRUCTION

Buildings under construction; see Paragraph 12.6.

##### GARDEN INSTALLATIONS ETC.

Garden installations such as plants, stonework, terraces, garden paving stones, detached steps, fountains, fishponds and pebbles in flowerbeds and garden paths. However, theft, vandalism and collision is covered if you have purchased 'Extended cover' (Paragraph 10.6).

##### HIDDEN PIPES, CABLES AND SERVICE LINES

Covered if caused by damage due to collision.

### 3. Damage to hidden pipes and cables

#### COVERS DAMAGE CAUSED BY

##### LEAKS AND DEFECTS

- Leaks in hidden pipework.
- Leaks in tubes behind built-in white goods.
- Faulty hidden electrical heating cables.

*Hidden means that it is not possible to obtain direct access to the installations without the use of tools or that there is no permanent staircase. This includes installations embedded into or hidden in floors, channels, crawl spaces, walls, roof spaces and the like. Installations only covered by insulation material are not hidden.*

The policy covers:

- The costs of detecting the defect or the leak, subject to our prior approval.
- Consequential damage to buildings after a leak or defect covered by the policy.

If you have purchased 'Extended cover', you have the option of replacing undamaged tiles/clinkers; see the 'Cosmetic differences' cover in Paragraph 10.2.

#### DOES NOT COVER DAMAGE CAUSED BY

##### FROST BURST

Damage caused by frost burst.

##### FUNGUS AND DRY ROT

Consequential damage in the form of fungus and dry rot, unless you have purchased 'Insect and fungal damage' cover (Paragraph 6) or 'Dry rot damage' cover (Paragraph 7).

#### BUILDING PARTS

##### THE FOLLOWING PARTS ARE COVERED

##### HIDDEN PIPES AND CABLES

- Hidden pipework in building.
- Hidden pipework in extensions under construction; see Paragraph 12.4.
- Hidden electrical heating cables.

##### THE FOLLOWING IS NOT COVERED

##### CONTAINERS ETC.

Containers, heat exchangers and boilers and their pipes.

##### BUILT-IN PIPES

Pipes in heat pumps, solar panels, washing machines, dishwashers, oil-fired and gas-fired burners and the like.

##### BUILDINGS UNDER CONSTRUCTION

Buildings under construction; see Paragraph 12.6.

## 4. Service line damage

### COVERS DAMAGE CAUSED BY

#### LEAKS AND DEFECTS

Leaks and defects in pipework and cables which you have a duty to maintain.

Leaks and defects in drain systems in the ground are covered if they cause malfunction or damage to the building, or if a TV inspection of the sewer reveals defects in category 3 or 4.

*In a TV inspection of drainpipes, a classification system is used to categorise the damaging effect of the defects. Category 1 or 2 are minor defects which do not have an impact on the function of the drainpipe. Usually, these may be remedied by means of normal maintenance such as hosing. Category 3 and 4 are defects which cause reduced functioning or blockage.*

The policy covers:

- The costs of detecting the defect or the leak, subject to our prior approval.
- Consequential damage to buildings after a leak or defect covered by the policy.

If you have purchased 'Extended cover', you have the option of replacing undamaged tiles/clinkers; see the 'Cosmetic differences' cover in Paragraph 10.2.

### DOES NOT COVER DAMAGE CAUSED BY

#### FROST BURST

Damage caused by frost burst.

#### FUNGUS AND DRY ROT

Consequential damage in the form of fungus and dry rot, unless you have purchased 'Insect and fungal damage' cover (Paragraph 6) or 'Dry rot damage' cover (Paragraph 7).

#### SIGNAL INTERFERENCE

Signal interference in own mains supply.

#### BLOCKED DRAINPIPES ETC.

- Damage which may be prevented by normal maintenance such as hosing of sewer.
- Damage caused by the drainpipe being laid with insufficient angle of inclination.

### BUILDING PARTS

#### THE FOLLOWING PARTS ARE COVERED

##### SERVICE LINES

Overhead and underground wiring, cables and pipes as well as the part of shared pipes that you have a duty to maintain.

Service lines to co-insured swimming pools/outdoor spas for the building.

#### THE FOLLOWING IS NOT COVERED

##### DRAINPIPES AND BUILT-IN PIPES

Damage to or caused by drainpipes and oil tanks, septic tanks, dry wells and the like or damage to any piping in these.

##### BUILDING UNDER CONSTRUCTION

Buildings under construction; see Paragraph 12.6.



## 5. Damage to glass and sanitary ware

### COVERS DAMAGE CAUSED BY

#### **BREAKAGE, PEELING OR SCRATCHES**

Glass and sanitary equipment that is rendered unfit for use due to breakage, peeling or scratches. It is a condition that the insured items are fixed to their permanent position in the building.

*Glass comprises glass, mirrors or similar materials in windows, doors, shower cabinets, built-in cupboards, hobs, ovens and built-in mirrors.*

*Sanitary ware comprises washbasins, toilet bowls, bathtubs, footbaths, bidets, cisterns, kitchen sinks and the like.*

The policy covers:

- Consequential damage after precipitation seeping into the building immediately following glass damage covered by the policy.
- Costs for taps, mixer taps, toilet seats and other accessories, which cannot be reused after damage to sanitary ware.

If you have purchased 'Extended cover', you have the option of replacing undamaged glass or sanitary ware; see the 'Cosmetic differences' cover in Paragraph 10.2.

### DOES NOT COVER DAMAGE CAUSED BY

#### **PUNCTURING**

Punctured double-glazed windows, regardless of cause.

#### **CONVERSION, EXTENSION ETC.**

Damage occurring in connection with conversion, extension, maintenance, installation, dismantling or repair of the damaged part.

### BUILDING PARTS

#### **THE FOLLOWING PARTS ARE COVERED**

##### **BUILDINGS ETC.**

- Buildings with fixed building equipment and fixed installations.
- Hobby greenhouses.

#### **THE FOLLOWING IS NOT COVERED**

##### **BUILDINGS UNDER CONSTRUCTION**

Buildings under construction; see Paragraph 12.6.

## 6. Insect and fungal damage

### COVERS DAMAGE CAUSED BY

#### INSECTS

Active insect attacks damaging woodwork and control of house longhorn beetle.

#### FUNGUS

Active fungal attack destroying woodwork.

*Fungal attack means rapid destruction of the wooden structure relative to the expected life of the structure.*

The attack must be established and reported

- during the insurance period or
- within six months of the expiry of the insurance.

### DOES NOT COVER DAMAGE CAUSED BY

#### INSECT ATTACK

Insect attack not affecting the carrying capacity of the woodwork.

#### INSECT CONTROL

Control of insects destroying woodwork, except for active house longhorn beetle attacks.

#### MASON BEES

Mason bees destroying brickwork and control of mason bees.

#### DEATHWATCH BEETLES

Attacks by deathwatch beetles and control of deathwatch beetles.

#### LACK OF VENTILATION

Damage caused due to closed or blocked vent-holes.

#### COSMETIC DAMAGE

Damage only affecting the appearance of the woodwork, such as discolouration due to blue rot.

#### DRY ROT

Consequential damage in the form of dry rot, unless you have purchased 'Dry rot damage' cover (Paragraph 7).

### BUILDING PARTS

#### THE FOLLOWING PARTS ARE COVERED

##### BUILDINGS ETC.

- Buildings with fixed building equipment and fixed installations as well as renewable energy plant.
- Extensions under construction; see Paragraph 12.4.
- Foundations.

The mentioned buildings etc. must be erected on a brick or concrete foundation, footing stone or pressure-treated beams embedded in the ground.

#### THE FOLLOWING IS NOT COVERED

##### DECORATIONS

Decorations on buildings such as murals and reliefs.

##### PARTICULARLY EXPOSED BUILDING PARTS

Verandas, balconies, outside staircases, terraces, solar protection and similar exposed wooden structures. Additionally, piling of wood, stone facing, barge boards, appurtenant splats and cantilevered, uncovered rafter, beam and wall plate ends. This group also includes wood casing and lining in basements with appurtenant wooden flooring.

##### WOODEN FENCING ETC.

Wooden fencing, fences, pergolas etc.

##### BUILDING UNDER CONSTRUCTION

Buildings under construction; see Paragraph 12.6.

##### TIMBER FRAMING AND PLASTERED WOODEN OUTER WALLS

Damage to or spreading from these.

## 7. Dry rot damage

### COVERS DAMAGE CAUSED BY

#### DRY ROT

Dry rot is damage to wood due to fungus and/or bacteria slowly destroying the wood. The dry rot damage must impact the functional and bearing capacity of the wood. Notwithstanding this requirement, the policy covers repair of windows and doors.

The attack must be established and reported

- during the insurance period or
- within six months of the expiry of the insurance.

### DOES NOT COVER DAMAGE CAUSED BY

#### SURFACE DRY ROT

Damage caused by surface dry rot.

*Surface dry rot attacks wood exposed to a high degree of humidity and is a slow process only affecting the outer sections of the wood.*

#### LACK OF VENTILATION

Damage caused due to closed or blocked vent-holes.

### BUILDING PARTS

#### THE FOLLOWING PARTS ARE COVERED

##### BUILDINGS ETC.

- Buildings with fixed building equipment and fixed installations as well as renewable energy plant.
- Extensions under construction; see Paragraph 12.4.
- Foundations.

The mentioned buildings etc. must be erected on a brick or concrete foundation, footing stone or pressure treated beams embedded in the ground.

#### THE FOLLOWING IS NOT COVERED

##### DECORATIONS

Decorations on buildings such as murals and reliefs.

##### PARTICULARLY EXPOSED BUILDING PARTS

Verandas, balconies, outside staircases, terraces, awnings and similar exposed wooden structures. Additionally, piling of wood, stone facing, barge boards, appurtenant splats and cantilevered, uncovered rafter, beam and wall plate ends. This group also includes wood cladding and lining in basements with appurtenant wooden flooring.

##### WOODEN FENCING ETC.

Wooden fencing, fences, pergolas etc.

##### BUILDING UNDER CONSTRUCTION

Buildings under construction; see Paragraph 12.6.

##### TIMBER FRAMING AND PLASTERED WOODEN OUTER WALLS

Damage to or spreading from these.

## 8. Homeowner's liability

### COVERS

#### LIABILITY FOR DAMAGES

Liability for damages for acts for which you are made legally liable, where the act occurred during the period of cover of the insurance and concerns the property insured and its maintenance.

*According to Danish case law, you will be legally liable if you inflict damage by error or omission. The general rule is that you have neglected to do something or have done something that you should not have done. This general rule is not laid down in any act, but has evolved through many years of case law.*

Legal liability covers personal injury by up to DKK 10 million and damage to items and animals by up to DKK 2 million per instance of damage. These amounts are not indexed.

#### COSTS AND INTEREST

The costs of settling the question of damages are covered, subject to prior agreement with us. The costs will be paid irrespective of whether the amount exceeds the sum insured. The same applies to interest on damages covered by the policy.

*You should always contact us before assuming liability for damages.*

*The purpose of the homeowner's liability insurance is to cover your expenses if a claim is set up against you or if you have incurred liability for damages, and to contribute to indemnifying you if an unjustified claim for damages is raised against you. For this reason, you should not acknowledge liability or the amount claimed, because you may incur liability without being sure that the policy will provide cover.*

*If a claim for damages is raised against you, you should let us decide how to proceed with the claim.*

### DOES NOT COVER

#### ACCIDENT

If you did not cause the damage, it is regarded as accidental. You are not liable for accidental damage. It is the person suffering the loss who will bear it.

#### DELIBERATE ACT

If you have caused damage on purpose, the damage is regarded as deliberate. This type of damage is only covered if the person who has caused the damage is under the age of 14 or has lacked mental capacity due to his or her state of mind.

#### ABATEMENT OF LIABILITY FOR DAMAGES

If the loss is covered by another insurance policy, such as the injured party's family, building, car or business insurance, you will not be liable for damages, unless the damage was caused deliberately or by your gross negligence.

#### SELF-INDUCED INTOXICATION

Damage caused under the influence of self-induced intoxication or drugs or other similar toxic substances.

#### AGREEMENTS/FINANCIAL LOSS

Loss due to breach of an agreement concluded by you, such as a contract or a lease.

#### BUSINESS

Damage caused in the course of business conducted at the property insured.

#### OWN, BORROWED AND LEASED ITEMS ETC.

Damage to items belonging to the owner, user or domestic worker.

Damage to items which the owner, user or domestic worker:

- borrows or leases
- uses or has used
- stores, transports, processes or treats
- is in possession or in charge of for other reasons than those listed above.

#### MOTORISED VEHICLES

Damage caused by motorised vehicles.

However, liability for motorised garden tools of up to 25 HK is covered. If the insured is liable under the Danish Traffic Act (færdselsloven), the policy covers the sums insured stipulated in this Act.

#### CONTAMINATION

Damage caused in connection with contamination of air, soil or water, unless the damage was sudden, unintended or accidental, and provided that the insured has observed all applicable rules and regulations.

### COVERS

#### DISPUTES

Private disputes which may be heard by a court of law under the provisions of the Danish Administration of Justice Act (retsplejeloven) on civil cases.

Disputes of a similar nature which are settled by arbitration or amicably between the parties.

*Disputes comprise specific, current conflicts which may reasonably be referred to a civil action.*

#### EXAMPLES OF DISPUTES COVERED:

- Purchase and sale of property.
- Building contracts on the property.
- Disputes between neighbours.

*This is just an extract of the terms governing private legal aid. The full wording of the terms may be obtained from our legal aid department by calling +45 44 20 61 75 or sending an email to retshjaelp@tryg.dk*

*The legal aid cover covers the costs incidental to certain private legal disputes.*

### DOES NOT COVER

#### EXAMPLES OF DISPUTES THAT ARE NOT COVERED

- Labour or salary disputes.
- Tax and duty cases.
- Most family law disputes.
- Dissolution of marriage or other communities of property.
- Probate cases.
- Cases that may be heard and settled by an approved complaints board.

### CONDITIONS FOR COVER

To obtain legal aid, you must, among other things:

- Have purchased 'Storm damage etc.' cover on the policy.
- Be the owner of the property insured or the user of the entire property.

## 10. Extended cover

### 10.1 EXTENDED WATER DAMAGE

#### WHAT IS COVERED?

- Damage caused by precipitation seeping into the building.
- Damage caused by the rise of groundwater.
- Damage caused by drifting snow, where it is not possible to obtain immediate access to the attic due to the building structure.
- Damage caused by seeping from visible installations such as radiators.
- In connection with damage covered by the policy to pipes/service lines, the policy covers loss of water and oil.

It is a requirement that the damage is not covered or excluded under the 'Storm damage etc./Weather damage' cover.

Water damage in the basement must be repaired without using organic materials; see Paragraph 2, 'Storm damage etc./Weather damage'.

Cover is conditional on the cause of the damage being repaired/remedied immediately after the damage occurred. These costs are not covered by the policy.

#### WHAT IS NOT COVERED?

- Remedying the cause of water or drifting snow in the building, such as repair of cracks in the foundation or establishment of perimeter drain.
- Damage caused by condensation or soil moisture.
- Odour nuisance.
- Water damage caused in connection with conversion or extension.
- Damage to buildings under construction; see Paragraph 12.6.
- Damage caused by water seeping into the building through open windows or doors.

#### *Examples of lack of immediate access to the attic*

- *Attic and roof spaces without a hatch or other means of access or attic and roof spaces without a walkway and where it is not possible to step on rafter bases or beams because they are covered by insulation material.*
- *Parts of attic and roof spaces where access is blocked by chimneys, vent pipes or similar fixed building parts.*

### 10.2 COSMETIC DIFFERENCES

#### TILES/CLINKERS

The policy covers 50% of the costs of repair of cosmetic differences between damaged and undamaged tiles/clinkers, provided that the damage is covered by

- 'Damage to hidden pipes and cables'.
- 'Service line damage'.

The policy covers a defined area such as floors or walls, depending on where the damage occurred in the following rooms:

- Toilet/bathroom.
- Utility room.
- Kitchen/family room.

Cover is conditional on tiles/clinkers identical with the damaged tiles/clinkers being obtainable.

If you do not choose this solution, only the damaged tiles/clinkers in a defined area, such as floors or walls, will be replaced, regardless of whether it is possible to obtain identical tiles/clinkers.

#### GLASS/SANITARY WARE

The policy covers 50% of the costs of repair of cosmetic differences between damaged and undamaged glass/sanitary ware, provided that the damage is covered by 'Damage to glass and sanitary ware'.

Only the sanitary ware in the toilet or bathroom where the damage occurred is covered. Undamaged built-in bathtubs or footbaths are not covered.

Only the glass in the window or door section where the damage occurred is covered.

It is a condition that it is possible to obtain the same colour and/or pattern and/or design as the damaged glass/sanitary ware.

### 10.3 BUILDING MATERIALS

The policy covers your building materials to be fitted on or at existing buildings, while these materials are stored at the property insured and until they have been fitted; however only up to three months from the delivery date.

#### WHAT IS COVERED?

- The policy covers other sudden damage (as described in Paragraph 2 'Storm damage etc./Other sudden damage', such as theft and vandalism).

The cover, exclusions and limitations mentioned under this cover apply.

#### WHERE DOES THE POLICY COVER?

- Outside of the buildings, roof cladding, bricks, insulation, cement, wood for construction (such as rafters, battens, wall plates etc.), garden tiles and gravel are covered.
- In a securely locked container, building or garage/outbuilding, all other building materials are covered, such as flooring, kitchen units, plumbing and heating equipment, white goods or windows and doors.

#### SUM INSURED

The policy covers up DKK 100,000 per insurance year. The amount is not indexed.

#### DOCUMENTATION

You must be able to document when the materials were purchased and delivered/collected.

The policy will not cover if this documentation cannot be produced.

## 10. Extended cover

### 10.4 MECHANICAL MALFUNCTION OF FIXED ELECTRICAL INSTALLATIONS

#### WHAT IS COVERED?

The policy covers defects and failure in the normal function of fixed electrical building installations (malfunction).

The building installations are covered for four years from the first purchase date.

#### WHAT IS NOT COVERED?

- Damage due to wear and tear, poor maintenance, incorrect handling, faulty connection, faulty repair or damage during repair.
- Faulty and lost software, data etc. as well as dead pixels.
- Damage covered by a warranty, service scheme or the seller's liability under the law pertaining to the sale of goods.
- Used equipment that was already damaged at the time of acquisition.

#### THE FOLLOWING PARTS ARE COVERED

Fixed electrical building installations such as furnace for central heating, white goods, indoor spa, burglar alarm, electrical awnings and the like.

Electrical installations for co-insured swimming pools/ outdoor spas.

### 10.5 DAMAGE CAUSED BY ANIMALS

#### WHAT IS COVERED?

For damage caused by animals, the policy covers repair or replacement of the damaged building parts in residential buildings.

Cover is conditional on control and prevention measures being taken before the building parts are repaired.

#### WHAT IS NOT COVERED?

- Damage caused by domestic animals (such as dogs or cats).
- Damage caused by insects (such as mason bees and deathwatch beetles).
- Cosmetic damage (such as blotches or scratches).
- Control and prevention.
- Odour nuisance, removal of excrements etc.
- Alternative accommodation and loss of rental income etc.

#### THE FOLLOWING PARTS ARE COVERED

Buildings used for habitation.

*Rats have gnawed their way into the house and destroyed floors and frames. The policy covers the repair of floors and frames once the rats have been removed.*

*A stone marten has been living in the attic. The policy covers replacement of the damaged insulation material once the stone marten has been removed and its means of access blocked.*

### 10.6 GARDEN INSTALLATIONS COVERED AGAINST THEFT, VANDALISM AND COLLISION

#### WHAT IS COVERED?

- Theft and vandalism committed by a person without lawful access to the property insured.
- A person who is not the owner or user of the property driving into the garden.

#### THE FOLLOWING PARTS ARE COVERED

Garden installations such as plants, stonework, terraces, garden paving stones, detached steps, fountains, fishponds and pebbles in flowerbeds and garden paths.

## 11. Calculation of indemnity

### 11.1 CALCULATION OF INDEMNITY

Indemnity is paid out when the damage has been repaired, unless otherwise agreed with us. We may, for example, agree to pay the indemnity in instalments in step with the damage being repaired.

The indemnity is based on replacement value, except for

- Damage to the items mentioned in the tables in Paragraph 11.2. The indemnity is calculated based on the tables.
- Dry rot damage; see Paragraph 11.3.
- Damage to exterior decorations; see Paragraph 11.4.
- Damage to garden installations etc.; see Paragraph 11.5.
- Damage to buildings undergoing renovation/modernisation; see Paragraph 11.6.
- Damage to buildings scheduled for demolition; see Paragraph 11.7.
- Calculation of indemnity for unrestricted use; see Paragraph 11.8.

#### REPLACEMENT VALUE

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 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.

Purely cosmetic differences are not covered. These include colour differences between the replacement parts and the undamaged parts. It is not relevant whether it has been possible to obtain the same materials as the damaged material.

In connection with damage, in the bathroom for example, only tiles/clinkers in a defined area affected by the damage, such as floors or walls, will be replaced. If you have purchased 'Extended cover', please see Paragraph 10.2.

The policy does not cover any financial loss caused by the differences.

### 11.2 INDEMNITY TABLES

Depending on how old the damaged parts were at the time of the damage, we will deduct an amount from the replacement value. The indemnity is calculated based on the tables in this Paragraph.

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

In connection with repair, we will pay the cost in full, up to the listed percentage of the replacement value of the damaged item.

#### 11.2.1 BOILERS/HEAT EXCHANGERS AND CONTAINERS AS WELL AS OIL-FIRED AND GAS-FIRED BURNERS, NOT INCLUDING ELECTRICAL DAMAGE

AGE UP TO	INDEMNITY
10 years . . . . .	100%
15 years . . . . .	70%
20 years . . . . .	55%
25 years . . . . .	40%
30 years . . . . .	25%
older . . . . .	20%

#### 11.2.2 WHITE GOODS AND ELECTRICALLY POWERED EQUIPMENT

AGE UP TO	INDEMNITY
5 years . . . . .	100%
10 years . . . . .	70%
15 years . . . . .	50%
older . . . . .	20%

#### 11.2.3 AERIALS AND ROOF CLADDING, OF PLASTIC PVC AND THE LIKE

AGE UP TO	INDEMNITY
5 years . . . . .	100%
7 years . . . . .	70%
10 years . . . . .	40%
older . . . . .	20%

#### 11.2.4 ROOF CLADDING OF ROOFING FELT, UNDERLAY OF PLASTIC AND THE LIKE

AGE UP TO	INDEMNITY
15 years . . . . .	100%
20 years . . . . .	70%
25 years . . . . .	50%
30 years . . . . .	30%
older . . . . .	20%



## 11. Calculation of indemnity

### 11.2.5 ROOFING OF STRAW/REED

AGE UP TO	INDEMNITY
20 years . . . . .	100%
25 years . . . . .	70%
30 years . . . . .	60%
35 years . . . . .	50%
40 years . . . . .	40%
45 years . . . . .	30%
older . . . . .	20%

### 11.2.6 INTERIOR PAINTED SURFACES AND WALLPAPERED SURFACES AND THE LIKE, FLOORING IN THE FORM OF CARPETS, VINYL AND OTHER SIMILAR PRODUCTS, INCLUDING LAMINATE

AGE UP TO	INDEMNITY
10 years . . . . .	100%
older . . . . .	70%

### 11.3 DRY ROT DAMAGE

For damaged wood, the policy covers the costs of shoring or repair to maintain the bearing capacity of the wood and the structure. If the functional capacity of the wood is reduced due to damage, the policy covers the costs of replacing the damaged wood.

A deductible of DKK 2,500 per building part (e.g. per window or door) applies.

### 11.4 EXTERIOR DECORATIONS

Exterior decorations such as murals and reliefs on the insured building as well as garden sculptures, sundials and bird baths are covered at the craftsmanship value, i.e. the amount it would cost a craftsman to make a similar decoration. The artistic value is not covered, and the maximum total indemnity is DKK 327,792 (2013). The amount is indexed.

### 11.5 GARDEN INSTALLATIONS ETC.

#### WHAT IS COVERED?

- Fire damage
- Damage directly caused by damage covered by the policy, e.g. if roofing tiles fall off in a storm and damage your fountain or flowerbed.
- Damage directly caused by damage to the buildings belonging to another property, e.g. if roofing tiles fall off the neighbour's roof in a storm and damage your fountain or flowerbed.

It is a condition that the damage to the other property would have been covered by your policy if the damage had occurred on your building.

The policy covers the costs of planting new flowers/plants/ bushes/trees etc. aged up to four years. Indemnity will only be paid if the damage is repaired. The maximum total indemnity is DKK 327,792 (2013). The amount is indexed.

#### THE FOLLOWING PARTS ARE COVERED

Garden installations such as plants, stonework, terraces, garden paving stones, detached steps, fountains, fishponds and pebbles in flowerbeds and garden paths.

### 11.6 BUILDINGS UNDERGOING RENOVATION/MODERNISATION

For damage to buildings or building parts where the damage is discovered during or before renovation or modernisation, the policy only covers the extra costs of repairing the damage and not the costs which you should have paid anyway.

For damage to buildings or building parts which were to be reused, the policy covers the replacement value.

For damage to other buildings or building parts which were already scheduled for demolition, the policy covers clearing costs, but not demolition costs.

The indemnity may not exceed the commercial value of the building or building part, i.e. the estimated price of the building or building part in a sale immediately before the damage occurred.

### 11.7 BUILDINGS SCHEDULED FOR DEMOLITION

For damage to buildings or building parts which were scheduled for demolition, the policy covers clearing costs, but not demolition costs.

In addition, the policy covers building parts which were to be reused at the value of such parts immediately before the damage occurred (current value), where regard is had to age, wear and tear etc. The policy does not cover dismantling costs.

## 11. Calculation of indemnity

### 11.8 INDEMNITY FOR UNRESTRICTED USE

If the damage is not repaired, we will pay a cash indemnity which you are free to use as you wish. The indemnity is based on the value of the damaged parts immediately before the damage occurred (current value), where regard is had to age, wear and tear etc.

If the insured does not wish to have the items/materials offered by us replaced, we will pay a cash indemnity corresponding to the price that we are charged for similar items/materials by the supplier(s) designated by us. This applies to replacement of new items/materials.

The indemnity may not exceed the commercial value, i.e. the estimated price of the building or building part in a sale immediately before the damage occurred.

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

### 11.9 RESIDUAL VALUE

If covered damage to the building amounts to at least 50% of the current value (rebuilding value), instead of repair you have the choice of having a similar building erected as new.

The value is calculated for each building on the property separately.

The calculation of the percentage damage to the building does not take account of the following:

- The value of usable remains.
- Compliance costs.
- Cleaning and demolition costs.
- Consequential costs and extra costs required for repairing the damage.

It is a condition that the usable remains are demolished and that a new building is erected. The policy covers removal costs. Any usable basement must not be demolished.

The indemnity is based on the replacement value, and the tables in Paragraph 11.2 are not used.

For damage to buildings and building parts which were already scheduled for demolition, renovation or modernisation, residual value is not covered.

### 11.10 OTHER EXPENSES COVERED

In connection with recoverable damage, the policy covers the following:

#### SALVAGE AND PRESERVATION

Reasonable costs of salvage and preservation of the insured parts of the property. In addition, the policy covers reasonable costs of preventing imminent damage.

#### CLEARING

Costs of clearing and removal of the insured parts not fit for reuse after the damage.

#### EXTRA CONSTRUCTION COSTS TO ENSURE COMPLIANCE

Extra construction costs required to comply with new legislative requirements for construction when a damaged building is to be rebuilt.

The maximum extra costs covered are 20% of the current value of the individual building (rebuilding value), up to DKK 1,526,818 (2013). The amount is indexed.

#### Conditions for cover:

- The costs must be related to the part of the building to be rebuilt.
- You have applied for an exemption, but permission to derogate from the new legislative requirements for construction has been refused.
- The building must be renovated or reconstructed.
- The costs must not be due to poor maintenance of the building.
- The costs must not be related to matters which the building authorities could have demanded be rectified before the damage occurred.

#### REMOVAL COSTS

If a building for habitation cannot be used due to damage covered by the policy, the following is covered:

- Reasonable and documented extra costs for renting alternative accommodation if you temporarily have to move out.
- Necessary costs of removal and storage of your private possessions.

## 11. Calculation of indemnity

- Reasonable and documented removal costs.
- Documented loss of rental income for leased room or home.

The policy covers the costs for up to one month after the damage has been repaired; however, no longer than 12 months after the time of the damage.

If the building is constructed in a different way, or if the damage is not repaired, you will only be paid indemnity for the time it would have taken to construct the damaged building to the condition it was in before the damage.

If you have caused the delay, you will not be paid indemnity for the costs incidental to the delay.

The policy does not cover:

- Any inconvenience or nuisance in connection with the refurbishment of the damaged building.
- Any inconvenience in connection with relocation.
- Any tenants and lodgers.

You will only be paid indemnity for the costs mentioned in Paragraph 11.10 if the damage occurred during the insurance period. This also applies if the damage is covered by 'Insect and fungal damage' or 'Dry rot damage', irrespective of whether these are covered for up to six months after expiry of the insurance.

### 11.11 DEDUCTIBLE

The deductible chosen by you is stated in your policy. The deductible is per instance of damage.

However, the deductible does not apply to damage covered by 'Damage to glass and sanitary ware' and 'Homeowner's liability'.

For damage covered by 'Dry rot damage', the deductible is always DKK 2,500 per building part, such as a door, window or wood casing.

For damage covered by 'Cosmetic differences', it is possible to obtain extra cover against payment of 50%; see Paragraph 10.2.

For costs covered by 'Private legal aid', the deductible is always 10% of the costs or, as a minimum, DKK 2,500.

For water damage covered by 'Storm etc./Weather damage', the deductible is DKK 7,500 per instance of damage caused by sudden thaw/cloudburst. If the insurance was taken out with a higher deductible, that deductible applies.

For precipitation damage covered by 'Extended cover', the deductible is DKK 7,500 per instance of damage. If the insurance was taken out with a higher deductible, that deductible applies.

## 12. General terms

### 12.1 WHO AND WHAT IS COVERED – WHERE AND WHEN?

The policy covers the owner or user of the property.

If the property is owned by a company, the company is not covered by 'Private legal aid'.

People assisting in the maintenance of the property are only covered by 'Homeowner's liability'.

The policy covers the property at the property insured, which is the address stated in the policy.

The policy covers damage occurring after the time when the policy took effect.

The policy will lapse if the property changes ownership. The new owner will be covered until new insurance is taken out, up to a maximum of four weeks after the takeover date.

### **BUILDINGS UNDER CONSTRUCTION AND BUILDINGS UNDERGOING CONVERSION AND EXTENSION – CONTRACTOR COVER**

Contractors and subcontractors working on the construction project are covered against damage caused by fire and storm, provided that these types of cover have been purchased, and that the contractual basis is AB92 (General conditions for the provision of works and supplies within building and engineering of 10 December 1992, Section 8(1)) or ABT93 (General conditions of turnkey contracts of 22 December 1993) or SL97 (Terms of sale and delivery for construction by members of the new house section of the Danish Construction Association).

### **HOT WORK**

A deductible of DKK 10,000 applies to contractors or subcontractors covered for all fire damage caused by hot work if the Danish Institute of Fire and Security Technology's Fire Safety Instructions No. 10, 10A (on roofing) and 10B (on metalworking) have not been complied with.

### 12.2 THE FOLLOWING IS NOT COVERED

- Contents (requires separate insurance).
- Building equipment, building parts and installations of a commercial nature.
- Items already covered by a warranty or service scheme.
- Defective items, in respect of which you are entitled to complain to another person.
- Swimming pools not especially constructed to maintain their stability when empty.
- Wind turbines.

### 12.3 MAINTENANCE

To obtain full cover under the policy, the property must be maintained on an ongoing basis.

In case of damage due to poor maintenance, you will receive a reduced indemnity or no indemnity.

Examples of maintenance:

- Woodwork must be treated with wood preservative and/or paint.
- Rotten, corroded, pitted, worn or defective parts must be replaced.
- Gutters, drains and the like must be cleared, and the roof must be pointed, if relevant.
- Leaky valleys/flushing must be repaired.

## 12. General terms

### 12.4 DUTY OF DISCLOSURE

If you fail to notify us of certain changes, your right to indemnity may be reduced or lapse.

For this reason, it is important that you notify us of:

- Incorrect information in the policy.
- Changes to the billing address.
- New buildings, conversions or extensions at the property insured. However, you are only obliged to notify us about outbuildings, carports, garages, conservatories, greenhouses, tool sheds or similar small buildings if their total floor area will be more than 75 sq. m.
- Change of the roof cladding on the buildings from or to thatched roof.
- Conversion of rooms to provide for lawful habitation.
- Change of the use of the buildings, e.g. if a part of a building is to be used for commercial purposes.
- Establishment of a sunken swimming pool or an outdoor spa.
- Installation of a straw-fired burner.

### 12.5 INSURANCE IN ANOTHER COMPANY

Payment of indemnity is conditional on you not having taken out insurance against the same damage from another insurer.

If you have taken out 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.

### 12.6 BUILDING UNDER CONSTRUCTION

Cover of buildings under construction may be purchased from the time when the work starts and is called 'House under construction'.

When you buy the 'House under construction' policy, you must inform us when you expect the work to be completed.

When the work is completed, your policy must be changed to a general house insurance.

Combined 'Project Insurance', covering, among other things, liability in connection with piling etc., may be purchased separately by calling us on +45 70 11 20 20 or via [www.tryg.dk](http://www.tryg.dk).

#### WHAT IS COVERED?

During the construction stage, the policy covers:

- Fire etc.; see the 'Fire damage' cover.
- Storms, as described in 'Storm damage etc./Weather damage'.
- Homeowner's liability.
- Legal aid.

See the types of cover on the relevant pages.

#### BUILDING MATERIALS

The policy also covers the building materials stored on the building site pending use in the building. However, glass and sanitary ware must be fixed to their permanent position in the buildings.

## 13. Joint provisions

### 13.1 GENERAL EXCLUSIONS

The policy does not cover damage arising as a direct or indirect consequence of:

- Flooding from the sea, bay, lake or watercourse, including storm surge.
- Earthquake, tornadoes, volcanic eruptions or other natural disasters.
- War, civil war, riot, civil unrest or other war-like operations.
- Confiscation, nationalisation or revolution.
- Nuclear reactions and radioactive decay, regardless of whether such damage occurs in times of war or peace.

However, the policy covers damage caused by or occurring in connection with nuclear reactions used for usual industrial, medical or scientific purposes, if the use thereof was in accordance with instructions and not related to reactor or booster operation.

### 13.2 PAYMENT

The premium is payable yearly or half-yearly. The policy shows which option you have chosen (due date). If you choose to pay your premium half-yearly, an extra charge will be payable.

In addition to the premium, we will charge public taxes and duties, such as general insurance duty and government tax. Also, we will charge a storm surge and windfall fee as well as a contribution to the Guarantee Fund.

Payment may be made via the payment service provider Betalingsservice or an inpayment form. You must cover all our costs of collection and payment.

We will send the bill to the billing address provided by you. If the billing address changes, you must notify us immediately.

If the premium is not paid on time, you will receive a reminder. If the premium has not been paid within 21 days of the first reminder, the insurance will lapse. If we send you a reminder, we will be entitled to charge an administration fee, default interest and any other costs. In addition, we will be entitled to charge an administration fee, a fee for printing documents and other services to cover our costs.

If these costs increase, we will be entitled to raise our fees to cover the actual costs.

Fire cover will not lapse due to non-payment. In case of non-payment, the fire damage cover will continue, but we will have a lien and be entitled to levy execution for the payment plus interest and other costs.

### 13.3 INDEXATION

Indexation follows the wage index for the private sector published by Statistics Denmark. If this index ceases to be published, or if the basis of the index is changed, we will be entitled to use a similar index from Statistics Denmark.

Sums insured, deductibles and other amounts are indexed if this is stated in the insurance terms or the policy.

Indexation is performed once a year from 1 January.

The premium is indexed once a year on the first date of payment in the calendar year. Indexation is based on the index for the first quarter in the preceding year.

### 13.4 TERM AND TERMINATION

The insurance period runs for one year and may be extended for additional periods of one year.

You and we are entitled to terminate the insurance in writing one month before the expiry of the insurance period, at the latest.

You may choose to terminate the insurance giving 30 days' notice to expire at the end of a calendar month against payment of a fee of DKK 63 (2013 index). If the insurance is terminated during the first year, an additional fee of DKK 632 (2013 index) will be charged.

In the event of a loss, we will be entitled to terminate the insurance or introduce reservations for cover subject to at least 14 days' notice. You are also entitled to terminate the insurance giving 14 days' notice.

The termination or reservation may be effected from the time when you report the claim and until 14 days after payment of the indemnity or rejection of the claim.

The policy will lapse if the property changes ownership. If the new owner has not taken out insurance, the policy will continue to run for four weeks from the takeover date.

#### PLEASE NOTE

Special rules apply to fire cover.

Fire cover may only be terminated subject to the written consent of the registered mortgagees, or if it may be documented that the property may be insured by another insurer entitled to provide building fire insurance without prejudice to the rights of mortgagees.

For abandoned buildings or buildings not properly protected against fire, the policy may be terminated subject to 14 days' notice to the policyholder and any mortgagees.

## 13. Joint provisions

### 13.5 AMENDMENT OF TERMS AND PRICE CHANGES

We may amend the terms and/or change the premium by giving one month's notice to expire on a payment date.

The insurance will continue to run with the new cover and/or premium, when the person who has purchased the insurance pays the premium for a new period.

If the premium is not paid, the insurance will lapse on the date of the amendment/change.

Indexation is not considered to constitute a change of the premium.

### 13.6 COMPLAINTS

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

Tryg  
Post code J22  
Klausdalsbrovej 601  
DK-2750 Ballerup  
Tel.: +45 72 17 03 90  
Email: [Kvalitet@tryg.dk](mailto:Kvalitet@tryg.dk)

If this does not solve your complaint, you may complain to:

The Insurance Complaints Board  
Anker Heegaards Gade 2  
DK-1572 Copenhagen V  
Tel. +45 33 15 89 00 between the hours of 10 am and 1 pm  
[www.ankeforsikring.dk](http://www.ankeforsikring.dk)

You must submit your complaint to the Insurance Complaints Board on a special form, which may be obtained from our Quality Department or from the Complaints Board. A small fee will be charged for submitting complaints to the Complaints Board.

If disputes concerning the insurance agreement are brought before a court of law, they must be settled in accordance with Danish law by Danish courts and in accordance with the provisions of the Danish Administration of Justice Act (retsplejeloven) on the local venue (jurisdiction).

### 13.7 CONTRACTUAL BASIS

The insurance agreement with Tryg comprises the policy, any endorsements and the insurance terms. In addition, the insurance policy is subject to the Danish Insurance Contracts Act and the Danish Financial Business Act. The Acts may be derogated from, but only in favour of the insured.

### 13.8 SUPERVISION AND GUARANTEE FUND FOR NON-LIFE INSURANCE COMPANIES

Tryg is subject to the supervision of the Danish Financial Supervisory Authority and is a member of the Guarantee Fund for Non-life Insurance Companies.