

Business FLEX

Terms and Conditions 676



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Contact Gouda Reiseforsikring

Service

+47 2414 4570 post@gouda.no

Claims

+47 2414 4570 skade@gouda.no

You can also find answers to your questions on our website: $\ensuremath{\mathsf{gouda.no}}$.

Insurance Terms and Conditions 676

Summary of cover, Business FLEX Standard

STANDARD	SUMS COVE		
	Singel person	Family	See section
Baggage, including:	Combined max. 30,000	Combined max. 60,000	
- Employer's belongings	15,000	0	1.2
- Cash	3,000	3,000	1.2.1
- Travel documents	15,000	15,000 per person	1.2.2
- Valuables (groups)	15,000	15,000	1.2.3
- Single objects	15,000	15,000	1.2.4
- Bicycle with mounted accessories	3,000	3,000	1.2.6
- Possessions in separate lockable enclosures	5,000	0	1.3.8
- Delayed baggage	3,000	7,500	1.3.9
- Delayed baggage, business trips	6,000	0	1.3.9
Travel illness cover			
- Medical expenses	Unlimited	Unlimited	2.1.1
- Dental treatment, severe tooth damage	5,000	5,000 per person	2.1.2.1
Dental disease/tooth damage caused by chewing	1,000	1,000 per person	2.1.2.2
- Travel companion/escort	25,000	25,000	2.1.3
- Replacement by colleague	Unlimited	0	2.1.4
- Return journey	Unlimited	0	2.1.5
Accident			
- Death adult	200,000	200,000 per person	3.1.1
child	50,000	50,000 per person	3.1.1.
- Permanent medical disability adult	200,000	200,000 per person	3.1.2
child	500,000	500,000 per person	3.1.2
- Medical treatment expenses after return	25,000	25,000 per person	3.1.3
- Taxi work/treatment	10,000	10,000	3.1.5
Repatriation (medical evacuation)	Unlimited	Unlimited	4.1
Patient's escort/summoning	35,000	35,000	5.
Curtailment	Unlimited	Unlimited	6.1
Interrupted travel	25,000	40,000	7.1
Personal liability	6,000,000	6,000,000	8.1
Legal assistance	25,000	25,000	9.1
Delay			
- Delayed departure	3,000	6,000	10.
- Delayed arrival	20,000	40,000	10.2
Personal safety			
- Evacuation	Unlimited	Unlimited	11.1
- Detention	25,000	50,000	11 2
- Psychological first aid	5,000	10,000	11.5
Cancellation	40,000	100,000	12

Summary of cover, Business FLEX Super

SUPER	SUMS CO		
	Singel person	Family	See section
Baggage, including:	Unlimited	Unlimited	
- Employer's belongings	20,000	0	1.
- Cash	5,000	10,000	1.2
- Travel documents	20,000	20,000 per person	1.2.
- Valuables (groups)	40,000	40,000 per person	1.2.
- Single objects	40,000	40,000	1.2.
- Bicycle with mounted accessories	25,000	40,000	1.2.
- Hole in one	5,000	5,000	1.2.
- Possessions in separate lockable enclosures	5,000	0	1.3.
- Delayed baggage	5,000	20,000	1.3
- Delayed baggage, business trips	10,000	0	1.3.
Travel illness cover	.5,525	-	
- Medical expenses	Unlimited	Unlimited	2.1
- Dental treatment, severe tooth damage	Unlimited	Unlimited	2.1.2
Dental disease/tooth damage caused by chewing	1,000	1,000 per person	2.1.2
- Travel companion/escort	25,000	25,000	2.1.2
- Replacement by colleague	Unlimited	25,000	2.1.
- Return journey	Unlimited	0	2.1
- Neturn Journey - Veterinary expenses	5,000	5,000	2.1
		· ·	
- Recruitment expenses	40,000	0	2.1
- Adjustment of workplace	40,000	100,000	2.1
- Rebuilding of vehicle or residence	100,000	100,000	2.1.1
Accident	700,000	700,000	7.4
- Death adult	300,000	300,000 per person	3.1
child	100,000	100,000 per person	3.
- Permanent medical disability adult	300,000	300,000 per person	3.1
child	500,000	500,000 per person	3.1
- Medical treatment expenses after return	25,000	25,000 per person	3.1.
- Broken bones	5,000	5,000 per person	3.1.
- Taxi work/treatment	10,000	10,000	3.1.
Repatriation (medical evacuation)	Unlimited	Unlimited	4
Patient's escort/summoning	Unlimited for up to 2 persons	Unlimited for up to 2 persons	5
Curtailment	Unlimited	Unlimited	6
Interrupted travel	100,000	100,000	7
Personal liability	15,000,000	15,000,000	8
- Deductible on car rental outside country of residence	20,000	20,000	8.1
- Deposit, rental of holiday home outside country of residence	15,000	15,000	8.1.
Legal assistance	100,000	100,000	9
Delay			
- Delayed departure	3,000	6,000	10
- Delayed arrival	30,000	75,000	10.
Personal safety			
- Evacuation	Unlimited	Unlimited	11
- Detention	25,000	50,000	11
- Kidnapping	20,000	20,000	11
- Consultant for release	500,000	500,000	11.3
- Search and rescue expenses	200,000	200,000	11
- Psychological first aid	25,000	50,000	11
Cancellation	200,000	300,000	

Note: In case of conflict, the sums specified in the insurance certificate take precedence over the sums specified in the terms and conditions. The insurance certificate will state whether Standard or Super cover applies, and whether deviations from the cover have been agreed.

Terms and Conditions, Business FLEX

A. Cover and duration

The policy applies to travel by normal means of transport all over the world, and during stays in connection with the trip. Travel to and from offshore installations, ships or similar is covered (see also section 3). The policy does not apply during stays on ships/offshore installations which are a permanent place of work, or during shore leave

The insurance certificate will state whether the policy applies during business, holiday and/or leisure trips, and whether Standard or Super cover has been chosen. Under "Standard cover", the policy applies to trips of up to 45 days' duration and under "Super cover" to trips of up to 90 days' duration, unless otherwise stated in the insurance contract.

This is conditional on the trip taking place within the period for which the travel insurance has been taken out. The duration of the trip is calculated from the date of departure from the home address/workplace in the Nordic region, registered in the insurance certificate, and until arrival back at the same location. For commuters/students travelling from a temporary place of residence in the Nordic region, the duration of the trip is calculated from departure from home until arrival back at the same place, or to a permanent address in the Nordic region. For employees in the shipping industry who travel after discharge, the duration of the trip is calculated from leaving the ship after discharge.

If the trip must last longer than the days covered by the policy, it is possible to take out additional insurance in advance for the remaining period of travel.

B. Who the insurance covers

The policy covers the person(s) employed by the policyholder according to the insurance contract and who are members of a Nordic national insurance scheme, have a permanent residential address in the Nordic region registered in the population register, and who will be returning to the Nordic region at the end of the trip.

If cover has been taken out for the employee's family, the following is included:

a) A spouse/cohabiting partner who is co-insured must have the same address as the policyholder and be registered in a national population register in the Nordic region. A cohabitant on the same policy does not have the same rights as a spouse when it comes to the payment of death benefit. If no beneficiary is named, the death benefit will be paid to the insured person's heirs pursuant to the law, cf. Section 15-1 of the Norwegian Insurance Contracts Act (FAL).

- b) Biological children, adoptive and foster children are covered by the family insurance policy until the child has turned 21 years of age. It is a prerequisite that the child has the same residential address in the Norwegian National Population Register as one of the parents. Adoptive and foster children are covered from the moment actual responsibility for the care of the child is assumed. Children born of a surrogate mother are insured after final discharge from a hospital.
- **c)** Under super cover, the grandchildren and great grandchildren below the age of 21 are covered by the insurance when they travel with the policyholder.
- **d)** Babysitters, au-pair employees and similar persons employed by the family who are on the trip are insured.
- **e)** On business trips, the following persons are covered by holiday/ leisure insurance for up to five (5) days:
 - Children of the insurance holder up to the first renewal date after the child has turned 25
 - Spouse/partner/registered partner who share the same address as the insured person in the national public registry

C. Contact in case of a claim during travel and documentation the insured person must submit with an indemnity claim

If the insured person is injured and requires assistance, this section provides guidance on what to do. A claim form can be downloaded from the internet on www.gouda.no.

Emergencies:

Should the insured person experience an emergency covered by this travel insurance during his/her trip, the insured person, the attending doctor, an employer or next of kin should contact the Gouda Emergency Centre, A.C. Meyers Vænge 9, 2450 Copenhagen SV, Denmark The Emergency Centre can be contacted 24 hours a day, 365 days a year, on the following telephone numbers:

The Gouda Emergency Centre

tel. +45 3315 6060/+45 6966 1010 fax +45 3315 6061 e-mail: alarm@gouda.dk

When you contact the Gouda Emergency Centre you will speak to a service coordinator who will provide you with the necessary assistance. If the inquiry concerns illness or an accident, we have doctors standing by who can talk to your attending doctor.

The insured person has an obligation to comply with the recommendations of the doctor and the Emergency Centre.

All other cases:

In all other circumstances, e.g. forwarding bills for reimbursements, our Oslo office can be contacted. You can also contact this office to discuss claim questions that are not emergencies.

Gouda Travel Insurance

PO Box 700 Sentrum 0106 Oslo, Norway Tel.: +47 2414 4570

Fax: +47 2414 4571 e-mail: skade@gouda.no

Instructions for different types of claim:

For obvious reasons, we cannot foresee every type of loss or accident the insured person may experience during a trip, but this section explains what must be done in the event of an insurance event

The description below should always be read in conjunction with the insurance terms and conditions, c.f. Section E:

Illness/Injury/Death

Immediately contact the Gouda Emergency Centre, unless it is a case of a routine medical appointment with anticipated total expenses of no more than NOK 2,500.

The Gouda Emergency Centre will provide you with guidance and, if necessary, assign a doctor to the case to ensure that the insured person receives the best possible treatment. The Gouda Emergency Centre will, in circumstances that are covered, provide the hospital or doctor with a guarantee so that the insured person does not have to pay large sums out of pocket.

The claim form must be sent to Gouda's Oslo office as soon as possible. Remember to obtain the necessary documentation of treatment and a medical certificate showing the diagnosis and information about any prescribed medication.

The policy covers treatment at private and public treatment facilities outside the Nordic countries. European Health Insurance Card (EHIC) should be carried and produced at public places of treatment when travelling in EEA countries. The required documentation can be ordered from HELFO's website.

Delayed baggage

Send the claim form along with confirmation of the delay from the carrier (Property Irregularity Report) and the original receipts for replacement purchases made to Gouda's Oslo office as soon as possible.

Baggage insurance

In case of theft, assault, robbery etc. Gouda's liability is conditional on the insured person immediately reporting the matter to the local police. If the loss happened while the baggage was in the care of a carrier or airline, the insured person must immediately report the matter to the company and obtain documentation confirming the report (Property Irregularity Report).

In claims where the loss is expected to exceed NOK 10,000, please contact Gouda's Oslo office as soon as possible. The office is open every weekday.

The claim form must be sent to Gouda's Oslo office as soon as possible.

Enclose the original report confirmation receipt from the abovenamed authorities, along with original documentation of the value of the stolen or damaged objects.

Curtailment

The Emergency Centre must be contacted immediately to determine whether circumstances merit compensation for curtailment. If this is the case, the Emergency Centre will arrange an extraordinary trip home, and any return trip.

Personal liability

Contact Gouda's Oslo office as soon as possible to discuss the matter with them. If the insured person requires immediate assistance, you are welcome to contact the Emergency Centre.

The insured person must never admit liability. Leave it to Gouda to determine this. Otherwise, the individual risks personally having to pay damages even for insurance events where the insured person may bear no liability for the events.

Legal assistance

Contact Gouda's Oslo office as soon as possible to discuss the matter with them.

Cancellation due to illness

Cancellation due to illness requires a medical certificate for the insured person. Therefore, please contact a doctor first to discuss the situation. Then contact Gouda's Oslo office. Always remember to cancel your ticket via the travel agency as soon as you know you cannot travel.

D. Definitions

Acute illness:

An acute and unexpected illness or an acute and unexpected deterioration of an existing or chronic illness.

Emergency Centre:

Gouda's Emergency Centre, A.C. Meyers Vænge 9, 2450 Copenhagen SV, Denmark, tel. + 45 3315 6060, Fax: + 45 3315 6061, e-mail: alarm@gouda.dk.

Sole travel companion:

The person listed on the same travel document/ticket as the beneficiary, or who has booked travel together with the beneficiary with the intention of travelling together.

The insured person:

The person whose life and health are covered by this policy.

The policy holder:

The person who enters into the insurance contract with the company.

Gouda:

Gouda Reiseforsikring is part of the Gjensidige Group. The insurer is Gjensidige Forsikring ASA, org./VAT no. 995 568 217.

Doctor:

Someone who is trained and has been authorised as a doctor by the authorities in the country in question, and who is not the insured person, related to the insured person, or travelling with the insured person.

Additional expenses:

Expenses the insured person is required to pay in connection with an insurance event covered by this policy. If these expenses would have occurred regardless of the claim, then the expenses are not regarded as extra expenses and are therefore not covered.

Travel expenses:

Reasonable additional expenses for transport, although never more than the cost of economy class.

Cohabitant:

The person the insured person lives with in a marriage-like relationship and who is registered at the same address as the insured person in the population register when the policy is taken out.

Parents-in-law/brothers-in-law/sisters-in-law:

Parents-in-law/brother-in-law/sister-in-law are defined as spouse's parents/siblings, as well as parents/siblings of a cohabitant.

Insured person:

The person who according to an insurance contract for general insurance may claim compensation or the insured sum. In third party insurance the insured person is the party whose liability for damages is covered.

Patient's companion:

A person who is already with the insured person at the destination.

Business trip:

A trip made for an employer which, pursuant to the rules, triggers a per diem allowance, and where more than 50% of the total duration of the trip is business-related. The insurance also covers short day trips made for an employer.

Traffic accidents:

Traffic accidents are defined as a collision, driving off the road, or the overturning of a motor vehicle, trailer, caravan or bicycle on a public road. Colliding, capsizing or stranding with a boat is also deemed a traffic accident.

E. Scope of and exceptions to the travel insurance cover

1. Baggage insurance

The maximum sums covered by Standard and Super cover are listed on the summary of cover on pages 3 and 4. The insurance certificate will state the type of cover that applies

Baggage is defined as personal possessions brought by the insured person for personal use during travel and stays. If the insured person is travelling together with the means of transport, checked baggage is also covered. This does not apply if the separation is only due to the carrier's baggage handling.

1.1 Security precautions

Cover is contingent on the insured person complying with the following security precautions:

The term "security precautions" is defined as the rules of care prescribed to prevent and minimise damage/loss. Breaches of security precautions may result in Gouda's liability being reduced or ceasing to apply.

- **1.1.1** The insured must not leave insured items unattended. This also entails a responsibility to ensure that no possessions are left behind when leaving a location.
- **1.1.2** When insured objects are left unattended, the insured person shall lock doors and ensure that windows are closed and properly secured to prevent unauthorised persons entering motor vehicles, caravans, boats, holiday cottages, flats, hotel rooms or other temporary accommodation (e.g. tents).
- **1.1.3** Money and passports must either be carried on the insured person's person or locked in a permanently mounted safe or deposit box in a building/storage space suitable for this purpose in a locked room in a building. The key must be kept inaccessible to unauthorised persons.
- **1.1.4.** In respect of objects mentioned in point 1.2.3 and which are not in use, the insured person shall keep them in a securely locked location. The key must be kept inaccessible to unauthorised persons. If locked storage is unavailable, the insured person must carry the objects on his/her person. If such objects are kept in a motor vehicle or caravan, they must be placed in a closed glove compartment or a locked, non-transparent boot/ski box, or removed if the vehicle does not have a glove compartment/boot/ski box
- **1.1.5.** The insured objects shall not be left behind in motor vehicles, caravans, boats or tents at night or places of storage or when such are left unattended for periods of more than 24 hours. Night is defined as the time from when one leaves the place of storage during the day until one returns the following day, and in all cases where a vehicle/caravan/boat/tent is left unattended from 24:00 hrs to 06:00 hrs.
- **1.1.6** The insured person must ensure that insured objects are sufficiently and adequately packed, and properly protected to withstand the relevant means of transport. Electronic equipment taken onto a boat/canoe/kayak must be packed in watertight packaging, and computers/laptops/tablets brought along on helicopter transport must be stored in a hard case.
- **1.1.7** The insured person must comply with the carrier's rules concerning contents and packaging/labelling.
- **1.1.8** The insured person must not send money, jewellery, watches, glasses/sunglasses, precious stones, precious metals, camera/video/DVD and computer equipment, mobile phones, radio/TV, audio playback equipment, electronic equipment, delicate items and perishable goods in checked luggage.

1.2 Sums covered for baggage:

See section 1.3 for information about the losses and claims covered.

In addition to the maximum amount of cover, objects belonging to an employer are covered pursuant to the cover overview per claim.

- **1.2.1** Cash is compensated up to NOK 3,000 per claim under Standard cover and NOK 5,000 per claim under Super cover.
- **1.2.2** Expenses arising from the loss of tickets (travel documents) and passport are covered up to a maximum of NOK 15,000 per person under Standard cover and up to NOK 20,000 under Super cover when the loss is not covered in any other manner.

 1.2.3 Loss of or damage to the following objects is covered up to NOK 15,000 for Standard cover per group below per claim. For Super cover, the cover is up to NOK 40,000 per claim.
- a) jewellery, watches, pearls, precious stones, precious metals, eyeglasses, mobile phone/smartphone, photography/video/ optical equipment, radio/TV, audio playback equipment, DVDs/ CDs, laptop/tablet/computer equipment and other electronic equipment.
- b) antiques, art objects, carpets, furs, musical instruments, weapons,sports equipment (including fishing/skiing / snowboarding/golfing and diving equipment), driving equipment related to a motor vehicle (such as driving outfit, helmet, gloves and boots; see section 1.4.1).
- **1.2.4** For individual objects not mentioned in section 1.2.3, the compensation that may be paid is up to NOK 15,000 per claim under Standard cover and up to NOK 40,000 per claim under Super cover.
- **1.2.5** Theft from tents, bathing beaches and swimming pools is covered up to a maximum of NOK 5,000 per claim.
- **1.2.6** Loss/damage to a bicycle is covered up to NOK 25,000 under Super cover and NOK 3,000 under Standard cover. For Standard cover, see also section 1.4.10.
- **1.2.7** in the case of loss/keys/electronic keys/port damage, etc., the compensation that may be paid is up to NOK 4,000 per claim for replacement/recoding of keys.
- 1.2.8 Hole in one (Super cover only)

The policy covers the insured person's expenses up to a maximum of NOK 5,000 to pay for champagne/drinks or similar for each of his/her fellow players who saw the hole-in-one. The expenses must be incurred in the golf course's club rooms on the same date as the hole-in-one occurred. This is contingent on the course being played on having been approved by the country's official golf federation. It is also contingent on the submission of certification/ documentation of a valid "hole in one" from the owner/operator of the course, with its official stamp and signature.

1.3 The policy covers the following losses/damage:

1.3.1 Theft of baggage. Theft means the taking away of belongings that the insured person has in his/her possession, cf. sections 321, 322 and 323 of the Norwegian General Civil Penal Code. Missing, mislaid or forgotten objects are not regarded as stolen.

- **1.3.2.** Robbery, cf. sections 327 and 328 of the Norwegian General Civil Penal Code.
- 1.3.3 The following damage to baggage:
- **1.3.3.1** On business trips, and for employer's belongings on private trips, the policy covers damage to the insured person's baggage in cases of sudden and unforeseen external events caused by a person or persons other than the insured person.
- **1.3.3.2** On holiday/leisure trips, the policy only covers criminal damage to the insured person's baggage, cf. sections 351, 352 and 353 of the Norwegian General Civil Penal Code.

Accidental damage caused by the actions of the insured person or another party is not defined as criminal damage.

- **1.3.4** Loss/damage due to natural disaster. Loss/damage due to a natural disaster is defined as damage directly caused by a natural event such as a landslide, avalanche, storm, floods, storm surge, earthquake or volcanic eruption, cf. the Norwegian Act on Natural Damage Insurance.
- **1.3.5** Traffic accidents involving a motor vehicle, boat, trailer, caravan or bicycle (see section D).
- **1.3.6** Fire/soot, direct hits by lightning, explosions, and water seepage or liquids in the building. Fire is defined as flames that are out of control.
- **1.3.7** Loss of/damage to personal luggage that is checked in.
- **1.3.8** Possessions in a separate lockable locker at a place of work/ study when the insured person is on site.
- 1.3.9 Delayed luggage.
- **1.3.9.1** Delayed luggage, business travel

When checked-in baggage on business trips paid for by the policyholder (the employer) does not arrive at its destination by the same means of transport as the insured person, necessary and documented expenses for replacement purchases of clothes and toiletries during the period the baggage is missing are covered up to a maximum of NOK 6,000 under Standard cover and NOK 10,000 under Super cover.

Delays experienced by a spouse/cohabitant on the same policy while on business trips for another employer will be covered as described in the rules relating to private trips below.

1.3.9.2 Delayed baggage, holiday/leisure travel

Under Super cover, delayed baggage is covered up to NOK 2,000 per person per 24-hour period (maximum of NOK 5,000). Under Standard cover, delayed baggage is covered up to NOK 2,000 per person per 24-hour period (maximum of NOK 3,000). In the case of family cover where the baggage of four or more travellers is delayed, delayed baggage is covered under Super cover up to NOK 6,000 per 24-hour period (maximum of NOK 20,000), and Standard cover up to NOK 5,000 per 24-hour period (maximum of NOK 7,500). Otherwise the same rules apply as in section 1.3.9.1. Delays experienced by a spouse/cohabitant on the same policy while on

business trips for another employer will be covered in accordance with the cover for private trips in this section.

1.3.9.3 Under Super cover: If checked luggage is not available due to a delayed flight that entails an involuntary overnight stay, the insurance covers up to NOK 2 000 per day per person up to a maximum of NOK 5,000.

For family cover involving four or more travellers, the cover is up to NOK 6,000 per 24-hour period (maximum of NOK 20,000).

1.3.9.4 General rules for delayed baggage

No compensation will be paid for delayed baggage when landing in one's country of residence on a homeward/return journey. The delay must be confirmed by the carrier (Property Irregularity Report).

1.4 Exceptions

The policy does not cover:

- **1.4.1** Motor vehicles and caravans with accessories. Accessories are defined as spare parts and fixed equipment such as music equipment, GPS, mobile phones and ski/luggage boxes. However, motor vehicle equipment such as driving suit, helmet, gloves and boots are also defined as accessories when in use, or when stored together with the vehicle.
- **1.4.2** Boats, sailboards and surfboards with accessories. The definition of boats does not include canoes or kayaks.
- **1.4.3** Parachutes, kites and hang-gliders with accessories.
- 1.4.4 Furniture and household goods.
- **1.4.5** Goods and samples, tools and measuring instruments.
- **1.4.6** Drawings, manuscripts, documents, traveller's checks, and all types of securities.
- **1.4.7** Collections "Collections" are defined as objects/property of interest/value when collected, such as artworks, tapestries, weapons, and coin, banknote and stamp collections.
- **1.4.8** Animals.
- **1.4.9** Damage caused by normal use of the object.
- **1.4.10** Loss/damage to a bicycle with accessories at a residence/ place of study/home/workplace municipality is not included under Standard cover.
- **1.4.11** Minor damage to suitcases, bags, backpacks, strollers and bicycles, such as scratches, minor damage to corners, or stains.
- **1.4.12** Consequential damage/loss, e.g. as a consequence of damage to fragile items, due to perishable goods or liquids that spill during transport.
- **1.4.13** Financial loss beyond loss of/damage to the insured objects, or loss as a direct consequence of lost/damaged baggage.
- 1.4.14 Food and stimulants

Where the policy does not apply:

1.4.15 The policy does not apply while the insured person is at his/her place of work, at home, or at a place of study (preschool, school, university, university college, military service, etc.). The policy does not cover loss of or damage to objects stored in the

above-named locations at any time, including when the insured person is travelling.

1.5 Claim settlement and calculation of compensation

Section 6-1 of the Norwegian Insurance Contracts Act (FAL), does not apply.

1.5.1 The insured person shall at the earliest possible opportunity provide Gouda with the information and documentation available to the insured person that is required by the company to calculate its liability and disburse compensation, e.g. original copies of receipts and guarantee certificates.

Instances of theft, robbery, assault, bag snatching and criminal damage must also have been reported to the local police. Loss or damage in transit shall immediately be reported to the carrier in accordance with the company's rules. In case of loss or damage, the insured person bears the burden of proof in respect of proving that an insurance event has occurred. Written confirmation that the loss/damage has been reported at the location is important documentation when claiming compensation under the policy. Any right to compensation may be lost if the claim is not reported to Gouda within one (1) year of the insured person becoming aware of the basis for the claim.

- **1.5.2** Damaged items must be taken care of and must be sent to Gouda upon request.
- **1.5.3** If loss or damage has occurred (including loss of a claim for a full indemnity for Gouda) as a consequence of the insured person wilfully or through gross negligence neglecting his/her duties, the company's liability may be reduced or cease to apply. The decision shall be based on an assessment of the degree of culpability, the course of the insurance event and other circumstances, cf. Section 4-10 of FAL.
- **1.5.4** Loss or damage is compensated up to a maximum of the sum insured, but never in excess of the insurable value. The insurable value is set at what it would cost, including taxes, to purchase a similar object for the same purposes on the day the damage occurred.

Deductions are made for reductions in value due to age, use and reduced utility. Calculations of reductions in value take into account the probable working life of the article.

For mobile phones, digital cameras and laptops, a new-for-old deduction according to date of purchase/acquisition of 25% is made for every year or part thereof since the date on which the object was one (1) year old.

For brand-name objects such as shoes, clothing, sunglasses, bags, wristwatches, etc., the company can require that a guarantee certificate or receipt/bank statement be presented showing details of the purchase. If such documentation is not presented upon

request, compensation will determined at the discretion of the company or no compensation will be paid at all.

1.5.5 Claims for lost/damaged baggage or expenses in connection with such can never be for more than the insured person's actual financial loss. Losses that are refunded by others are therefore not covered.

If more than one policy covering the damage or loss has been taken out, the companies concerned shall be informed and their combined liability shall not exceed the actual loss.

If compensation for the loss can be claimed from other parties, the company will pursue the insured person's compensation claim for that part of the insured person's loss which has been disbursed under the policy.

- **1.5.6** Objects bought second-hand or inherited or received as gifts, will be compensated for according to their market value.
- **1.5.7** Gouda has entered into favourable agreements with various suppliers of goods and services, which are used in connection with the settlement of claims.

The compensation is set at what it would cost Gouda to repair/ rectify the damage or to replace the item with the same or comparable item according to the price at the time of the insurance event.

Gouda shall determine which of these alternatives will be utilised and which repairer or supplier will be selected. Gouda will in relation to any insurance event consider whether the insured person can receive a cash settlement. The cash settlement will be equivalent to the sum Gouda would have paid for repairs/replacement.

1.5.8 When lost objects are recovered, the insured person is under an obligation to notify Gouda of this immediately.

When missing objects are found after payment of compensation, the insured person has the right to keep the objects but must repay the compensation. The insured person must give written notice of this and pay back the compensation within 14 days of the object being found. Otherwise the object becomes the property of Gouda.

- **1.5.9** Gouda has the right to check the information provided by the insured person by contacting shops or others.
- **1.5.10** Gouda is not required to pay compensation before the necessary investigations are completed.
- **1.5.11** In the event that the insured person's right to compensation wholly or partly ceases to exist as a result of the insured party's actions or omissions, the same consequence is invoked by similar actions or omissions carried out by the insured party's spouse or persons with whom the insured party lives in an established relationship, cf. Section 4-11 of FAL.
- **1.5.12** Gouda's right to terminate.

Gouda may cancel the insurance contract by giving two (2) months' notice in cases where there have been contraventions of the safety regulations in relation to the loss/damage, cf. section 1.1ff. Similarly, the company may cancel the insurance contract with

the same notice period should three (3) or more claims have been made under this policy in the course of the previous twelve (12) months, or should the claim developments deviate markedly from the normal pattern.

2. Travel illness cover

2.1 What the insurance covers

The policy covers:

- Expenses arising from necessary and normal medical treatment outside the country of residence in the Nordic region, which occurs during the period of cover whilst the insured person is travelling and which is due to acute illness or serious personal injury.
- Necessary and documented additional expenses to cover travel, food and accommodation when the insured person for medical reasons and on the order of a doctor must postpone a planned return journey or cannot continue his or her journey as planned.
- Dental treatment outside the country of residence, cf. section 212
- Additional expenses relating to a travel companion, cf. section 213
- Replacement by colleague, cf. section 2.1.4.
- Return journey, cf. section 2.1.5.

2.1.1 Medical treatment expenses

- **2.1.1.1** Medical treatment, hospitalisation and treatment expenses in hospital after referral by a doctor.
- **2.1.1.2** Emergency medical assistance, bandages and medicine prescribed by a doctor on site.
- **2.1.1.3** Treatment by a publicly certified physiotherapist, chiropractor or other therapist who is not a doctor, on referral by a doctor.
- **2.1.1.4** Transport by ambulance from the scene of the illness/ accident to the treatment facility (including air ambulance service, provide this is approved by Gouda).
- **2.1.1.5** Necessary and documented taxi transport to and from the treatment facility for the insured person is covered up to a maximum of NOK 1,000.
- **2.1.1.6** Necessary telephone expenses are covered up to NOK 1,000. Expenses incurred after the insured person has returned to his/her home in the Nordic region, or arising at the workplace in the Nordic region, are not covered.
- **2.1.2** Dental treatment outside the country of residence:
- **2.1.2.1** Dental expenses when a severe tooth injury must be treated during the trip.
- **2.1.2.2** Dental expenses relating to acute dental problems/tooth damage causing chewing difficulty that must be treated during the trip are compensated at a maximum of NOK 1,000 per claim.

2.1.3 Sole travel companion

Necessary and documented extra expenses to cover travel, food and accommodation when a scheduled return journey/onwards travel must be postponed/changed because the insured person's sole travel companion falls acutely ill or suffers a serious personal injury or death.

The extra expenses are also covered when the sole travel companion's parents, children, siblings or grandparents resident in the EU/EEA are affected by an acute and serious illness, a serious accidental injury or death, and the sole travel companion is summoned home as a consequence.

Compensation is limited to NOK 25,000 per claim. Sole travel companion refers to the person listed on the same travel document/ticket as the insured, or who has booked travel together

with the insured for the purpose of travelling together.

2.1.4 Replacement

The policy covers the necessary and reasonable travel expenses for a colleague who has to replace the insured person after a covered repatriation (medical evacuation) or hospitalisation in connection with business travel.

2.1.5 Return journey

For business travel, the policy covers the injured person's reasonable and necessary expenses for return travel within two (2) months to the place where the accommodation/trip was interrupted.

2.1.6 Events/excursions

Under Super cover: The policy covers up to NOK 2,000 per claim for pre-paid events and excursions that cannot be attended due to hospitalisation or because a local doctor forbids participation. This compensation cannot be disbursed in addition to the interrupted travel compensation in section 7.

2.1.7 Veterinary expenses

Under Super cover: The cover applies to pets owned by the insured person that are taken along on the trip. The animal must be micro chipped and vaccinated in accordance with the applicable rules in the EU/EEA. The insurance covers necessary and documented veterinary expenses due to acute illness or injury occurring during travel outside the Nordic region, but within the EU/EEA, of up to NOK 5,000 per claim. The policy does not cover animals travelling to participate in exhibitions or competitions, or which will be used for breeding.

2.1.8 Recruitment costs (Super cover only) If the insured person dies due to illness or personal injury, the policyholder (employer/ organisation) will receive cover of up to NOK 40,000 to meet reasonable employment costs or expenses for a temporary replacement. The insured person must be permanently employed by the company/a member of the organisation. Employment expenses or expenses for a temporary replacement must be documented within three (3) months of the accident.

- **2.1.9** Adjustment of workplace (Super cover only) If the insured fall ill or incurs personal injury during the trip and consequently loses function of the upper or lower extremities, or loses the sight of one eye, the policyholder (company/organisation) will receive cover of up to NOK 40,000 to meet reasonable and necessary adjustments of the workplace for the insured person.
- **2.1.10** Rebuilding of a vehicle or residence (Super cover only) If, due to illness or accident during the trip, the insured person must implement adjustments or modifications of a vehicle or residence, we provide compensation of up to NOK 100,000. The costs must be incurred within one (1) year after the illness or accident occurred. The costs must apply to the insured person's own vehicle and residence at the officially registered address.

2.2 Exceptions

The policy does not cover expenses due to:

- **2.2.1** Treatment of chronic or pre-existing illnesses that led to the following within the last two (2) months before departure:
- a) hospitalisation and/or
- **b)** diagnosis/treatment by a doctor that is not part of a normal check-up and/or
- c) changes to medication.
- **2.2.2** High-risk activities, as follows:
- Horseback riding, boxing, judo, karate and similar martial arts at a professional level, as well as training for these
- Voluntary participation in fights
- Committing or aiding and abetting criminal acts.
- **2.2.3** Stays and treatment in private clinics in Norway or the Nordic region.
- **2.2.4** Treatment or stays after the time the insured person fails to allow him/herself to be transported home once Gouda's doctor has decided that the insured person should be transported home.
- **2.2.5** Treatment or stays in cases where Gouda's doctor has determined that treatment can wait until after the insured person has returned to the Nordic region.
- **2.2.6** The insured person does not follow advice or instructions issued by the attending doctor and/or Gouda's doctor.
- **2.2.7** Treatment of a chronic or existing illness/affliction, including medicine, if the insured person:
- a) Has not seen a doctor, has refused or stopped treatment of the illness, even though the insured person should know or assume that the illness required treatment or had deteriorated significantly.
- **b)** Has stopped treatment against the advice of a doctor or has been denied treatment.

- **c)** Before the departure date has been booked in for, referred by a doctor to or is on a waiting list for evaluation, examination, diagnosis or treatment due to symptoms of illness/disease.
- **d)** Has failed to attend agreed controls within the last two (2) months before departure.
- **2.2.8** Check-ups and treatment, including medicine, to keep a chronic or existing illness or condition stable and regulated.
- **2.2.9** Treatment which was known to be required prior to departure, expenses arising from travel to treatment facilities or medical complications resulting from such treatment.
- **2.2.10** Pregnancy or abortion, including pregnancy-related illness/morbidity. Serious and acute complications prior to the 36th week of pregnancy are covered.

Additionally, the policy does not cover the following expenses:

- **2.2.11** Glasses, contact lenses, hearing aids, dentures or other prostheses.
- **2.2.12** Recuperative or curative/spa retreats.
- **2.2.13** The insurance does not cover treatment due to, and/or expenses as a result of, the use/abuse of alcohol, medication or narcotic substances. This limitation does not apply to children under the age of 16.
- 2.2.14 Prevention of withdrawal symptoms.
- 2.2.15 Financial losses other than those mentioned in section 2.1.

2.3 Duration of cover

2.3.1 Liability for one and the same illness/accidental injury that requires continuous treatment is limited to the first sixty (60) days after the first visit to the doctor. If repatriation (medical evacuation) is not medically advisable, this deadline may be waived.

3. Accident insurance

The policy covers the insured person's injuries caused by an accident during the period of cover and applies for whole days within the period of cover. An accidental injury is defined as a physical injury to the body caused by a sudden and unexpected physical event – an accident – which occurs during the insurance period.

The cover also includes sudden and unforeseen injury caused by:

- falls not caused by illness/disease
- torsional injury to knee or ankle
- fracture of shoulder, arm, wrist, femur, fibula, tibia, ankle or heel bone caused by a hard and/or incorrect landing after a jump

The accident cover does not apply to travel to or from an offshore installation, ship or similar when this takes place in connection with work/studies.

3.0 Maximum sum

The maximum sums covered by Standard and Super cover are listed on the summary of cover on pages 3 and 4. The insurance certificate will state the type of cover that is chosen.

The maximum sum applies in case of death or 100% medical disability that is a direct consequence of an accident. Special sums covered apply to children under the age of 21.

3.0.1 Treatment expenses incurred after the insured person has returned to his/her home in the Nordic region, and which result from an accident, are covered up to a maximum of NOK 25,000. **3.0.2** Maximum compensation for death/disability after the 70th birthday of the insured person is NOK 100,000. Compensation for death/disability will not be paid after the 75th birthday of the person insured. After the age of 75, accrued treatment expenses after return to Norway will be compensated with up to NOK 5,000 per claim.

3.1. The loss/claims for which Gouda is liable for and the applicable limitations

The following are covered:

- Death
- Permanent medical disability
- Medical treatment expenses
- Fractured bones

Death

3.1.1 When an accident covered by the policy results in the death of the insured person within one (1) year, the death benefit listed in the insurance certificate will be paid, less any previously paid disability compensation.

If the insured person dies of another cause within one (1) year of the date on which the personal injury occurred, neither the death benefit nor the disability compensation will be paid. If the insured person dies from the injury more than one (1) year after the accidental injury occurred, no death benefit will be paid; disability compensation will instead be paid based on the degree of disability that the injury would have caused had the death not occurred

Permanent medical disability

3.1.2 The insured person is entitled to disability benefit if a personal injury results in medical disability that is assumed to be permanent. In case of 100% disability, the entire insurance sum will be paid; in case of partial disability a proportionately smaller part of it will be paid. Cover is contingent on the insured person being alive at the time the compensation is paid.

Permanent medical disability is determined on the basis of a table published by the Norwegian Ministry of Labour and Social Affairs in the Regulation dated 21 April 1997, parts II and II, but not the Norwegian National Insurance Scheme's other regulations. The assessment shall be made solely on the basis of the table. For insurance events that are not included in the table, the degree of disability is determined based on an expert comparison with the injuries in the table. For disabilities of the limbs and organs mentioned, the rates in the table set the limits for Gouda's liability in every circumstance. For complex injuries to individual organs or limbs, the collective loss of functional ability is evaluated in relation to the rate for complete loss of function in the limb in question. The combined degree of disability for the loss of multiple limbs or organs cannot exceed 100%. The loss of or damage to a limb or organ that could not be used at all prior to the accident does not provide entitlement to compensation. If a limb or organ was previously partly lost or unusable, an equivalent deduction is made. When an illness or predisposition contributes to exacerbating the disability that follows the injury, the distribution ratio in the above section will apply. Dental damage and disfiguring injuries do not provide entitlement to disability compensation.

Compensation for disability falls due at the earliest one (1) year after the insurance event occurred. If it becomes clear at an earlier point that the company will at least have to pay part of the sum being claimed, an equivalent advance will be paid. If one of the parties believes that the degree of medical disability may change, final settlement can be required to be postponed, although for no longer than three (3) years after the insurance event occurred.

Expenses for subsequent treatment in the Nordic region

3.1.3 If a personal injury necessitates expenses for treatment in the country of residence in the Nordic region within two (2) years from the date of injury under Standard cover and within four (4) years from the date of injury under Super cover, these will be covered up to a maximum of NOK 25,000 for:

- Doctor and dentist. Dental damage that is a direct consequence of an accident is only covered to the extent that treatment is not covered in any other way. The cover for dental damage is conditional on the treatment being approved in advance by Gouda and commencing as soon as possible after the accident. Chewing injuries caused by eating are exempted
- Bandages and medicines prescribed by a doctor or dentist
- Prostheses
- Treatment and stays in a public hospital, as well as
 physiotherapy treatment and treatment by chiropractor, in
 cases where the treatment is prescribed by a doctor.

Treatment expenses do not apply to personal injuries caused by participation in games of football, handball, rugby, American

football, bandy or ice hockey that is mandatory or approved by an association or organisation.

Expenses in connection with stays in hotels, convalescent homes, etc,. are not covered. The insurance does not cover additional expenses in connection with stays or treatments in private hospitals or by private doctors without public subsidies.

The insured person is required to present an approved statement with original receipts for the expenses that are claimed. The insured person is only entitled to compensation for that part of the expenses that exceeds the amounts that can be claimed from elsewhere.

Fractured bones (Super cover only)

3.1.4 If, as a consequence of an accident, the insured person suffers a fracture of the ankle, tibia, knee, femur, femoral neck, hip, collarbone, shoulder, arm, elbow or wrist, compensation per accident is paid on the submission of a medical certificate for the fracture from the treating doctor.

Taxi to/from workplace and treatment

3.1.5 If the insured person has been hospitalised due to an accident, the policy covers a taxi directly to/from treatment and directly to/from work when the medical condition necessitates that transport cannot take place in any other way.

The maximum compensation is NOK 1,000 per day.

3.2 Types of injuries not covered by Gouda

Psychological disorders, behavioural disorders, learning disabilities and similar

3.2.1 The policy does not entitle the insured person to compensation for psychological disorders, behavioural disorders, learning disabilities or similar which come under diagnostic codes F00–F99 (inclusive) according to ICSD-10 (the World Health Organisation's International Statistical Classification of Diseases and Related Health Problems, 10th edition), or the consequences of such disorders.

However, psychological injury in the form of post-traumatic stress disorder is covered, provided that bodily injury leading to permanent and compensable medical invalidity occurred simultaneously.

Intent

3.2.2 If the insured person has intentionally caused the loss/claim to occur, Gouda is not liable. However, Gouda is liable for the injury if it is caused by acute mental distress in the sense that the insured person, was unable, due to age or mental distress, to comprehend the ramifications of his/her actions, i.e. the physical injury. Gouda is not liable for suicide or attempted suicide that is the result of mental disorder.

The claimant has the burden of proof that the suicide or attempted suicide was caused by acute insanity in that the insured person due to age or mental condition could not understand the scope of his/her action, and not a mental disorder, cf. first and second paragraph above.

Profession/trade

3.2.3 Unless there is a specific contract for it, the insurance does not cover work-related personal injury, except if the work involves supervision, office work, trades that involve little physical activity and/or are performed without the use of means of production/machines.

Professions that are covered pursuant to the above, but are carried out within offshore oil production, shipping/aviation, the production of explosives/ammunition or transport, are excluded in every circumstance. The following are examples of other professions that are not covered by the accident insurance: Forester/farmer, electrician, painter, warehouse worker/builder, plumber, driver, carpenter, road/construction worker, cleaner, and armed forces personnel/police personnel/fire service personnel not employed as office workers. The following are examples of professions that are covered: Watchmaker, nurse, housewife, hairdresser and goldsmith.

High-risk activities

- **3.2.4** The insurance does not cover the following high-risk activities:
- horseback riding, boxing, judo, karate and similar martial arts at a professional level and/or training for this
- voluntary participation in fights
- committing or aiding and abetting a crime.

Aviation

3.2.5 Personal injury that arises in connection with aviation are only covered in the case of accidents that befall the insured person as a passenger in an aircraft with a national designation.
Compensation is also payable for pilots in connection with paragliding/hanggliding which is organised and in which sector security and legal requirements have been fulfilled.

Military service in peacetime

3.2.6 Unless a specific contract has been agreed, the insurance does not cover military service in peacetime in armed forces outside the country of residence, unless the claimant can prove that the injury was not caused by such service.

Drowning

3.2.7 The policy does not cover accidental drowning, unless the claimant can prove that it is highly likely that the drowning was not caused by illness, morbidity, or conditions for which Gouda, according to the terms and conditions, is not liable.

Medical treatment/use of medicines

3.2.8 The policy does not cover personal injury caused by medical examinations, treatments, etc., or by taking medicines, unless the insured person has been treated for a person injury for which Gouda is liable. Under no circumstances does the policy cover personal injury directly or indirectly caused by the ingestion of sleeping medication, pain-relief medication or narcotic substances.

Limitations in case of illness and other exceptional circumstances

- **3.2.9** The insurance does not cover injury caused by illness, stroke, fainting or other morbid conditions. The insurance does not cover the following illnesses or morbidities, even if a personal injury can be proven to be the cause:
- stroke
- myocardial infarction (heart attack)
- cancer
- back pain, unless the pain is caused by a fracture of the spine which can be detected radiographically, and the fracture was caused by an accident
- neurosis
- infectious diseases, unless the infection originates from a laceration caused by an accident. Insect stings and bites are not considered accidents
- all forms of hepatitis and illness caused by HIV infection.

Cancer, light and temperature

3.2.10 The policy does not cover cancer, damage or injury due to light or temperature.

Poisoning

3.2.11 The insurance does not cover injury or damage caused by poisoning of food, drink or stimulants.

Actions taken to prevent injury/damage

3.2.12 None of the exclusions mentioned above applies if the personal injury is caused by an action that was aimed at preventing personal injury or property damage and, under the circumstances, the action was deemed reasonable.

3.3 Claim settlement and calculation of compensation

General rules

- **3.3.1** In the event of death and possible permanent disability, Gouda must be notified immediately. The claim form must also be sent to Gouda as soon as possible.
- **3.3.2** Both the insured person and the company have the right to requisition declarations from doctors and specialists that are

- significant to establishing the basis for the calculation of compensation.
- **3.3.3** If it can be assumed that the condition can be improved through surgery or other treatment, and the insured person without reasonable cause declines to undergo treatment, the final determination of the degree of disability shall nevertheless consider the possibility of any improvement that such treatment would have caused, cf. Section 13-12 of FAL.
- **3.3.4** Unless otherwise stated in the insurance certificate, the compensation goes to the insured person or surviving family members, cf. Section 15-1 of FAL.
- **3.3.5** Claims for compensation fall due for payment as soon as Gouda has had reasonable time to clarify liability and calculate its final liability. See also section 3.1.2 concerning disability claims. If it becomes clear at an earlier point that the company will at least have to pay part of the sum being claimed, an equivalent advance will be paid, cf. Section 18-2 of FAL.

4. Repatriation for medical reasons (medical evacuation)

4.1 The insurance covers:

- **4.1.1** In the case of acute illness/injury, the costs of transportation to a place for necessary qualified treatment or home/the Nordic region when adequate medical treatment cannot be given where the insured person is located. The transportation must be approved by Gouda's doctor in advance. Any return travel during the period of cover, after treatment is complete, must be approved by Gouda's doctor.
- **4.1.2** Expenses for an accompanying doctor or nurse if deemed necessary by Gouda's doctor.
- **4.1.3** Reasonable documented expenses for a taxi or ambulance requisitioned by a doctor from a hospital to the insured person's residence in the Nordic region. The cover applies at the time of discharge, after Gouda has transported the insured person home to a hospital in the Nordic region.

4.2

In case of death, the policy covers the cost of transporting the deceased to the Nordic region, including payment of any statutory requirements for such transport. Alternatively, the policy can cover a funeral at the location up to a maximum of NOK 50,000.

4.3 Exceptions

The policy does not cover expenses for repatriation (medical evacuation) if:

- **4.3.1** Gouda's doctor has determined that treatment can wait until the scheduled return to the Nordic region.
- **4.3.2** The repatriation has not been approved by Gouda.

- **4.3.3** The repatriation has been organised by the insured person and Gouda has incurred expenses that the company would not have incurred had Gouda organised the repatriation.
- **4.3.4** The repatriation takes place as a consequence of the insured person's fear of infection.
- **4.3.5** The insured person does not follow instructions from the doctor providing treatment and/or Gouda's doctor.
- **4.3.6** The repatriation is due to very serious illness in the terminal phase and the illness was diagnosed before departure.
- **4.3.7** It is due to a need for treatment that was known about prior to departure.
- **4.3.8** The repatriation is due to pregnancy, birth or an induced abortion, including illness or disease as a result of pregnancy. Serious and acute complications prior to the 36th week of pregnancy are covered.

5. Patient's escort/summons

The maximum sums covered by Standard and Super cover are listed on the summary of cover on pages 3 and 4. The insurance certificate will state the type of cover that is chosen.

5.1

The policy covers reasonable and necessary travel and accommodation expenses for up to two immediate family members residing in the EU/EEA and who are summoned due to serious illness, personal injury or death that befalls the insured person. Summoning is not covered if it has already been decided that the insured person will shortly be repatriated (medically evacuated) or if the insured person has already been hospitalised/institutionalised in his/her home municipality.

5.2

Alternatively, the policy covers reasonable and necessary accommodation expenses at the destination for up to two persons who will escort the patient due to the serious illness/personal injury of the insured person.

5.3

Gouda's acceptance must be obtained in advance.

5.4 Scope of the insurance

5.4.1 The policy covers the necessary and reasonable extra expenses of the summoned person and/or patient's escort for the following:

a) Transport: no higher than economy class, though not air ambulance, in cases where the insured person is to be transported to an appropriate location for treatment or is to be repatriated. The policy does not provide compensation if the insured person is to be repatriated (medically evacuated) within

- three (3) days of the patient's escort's departure from the Nordic region.
- b) Accommodation in hospital/hotel.
- c) Documented expenses for food and local transport.
- **5.4.2** Returning home or catching up with scheduled itinerary maximum economy class when the escorting of the patient is over, either because the insured person has been discharged from hospital at the location or has arrived home/in a hospital in the Nordic region.
- **5.4.3** The period of stay for the patient's escort can never exceed the period of illness.

6. Curtailment

6.1

The policy covers reasonable and necessary extra travel expenses – maximum economy class – for the beneficiary if:

6.1.1 The insured person is summoned home for a funeral/burial or hospitalisation for a life-threatening condition due to a serious accident or an acute illness of one or more of the following persons: spouse/cohabitant/partner, child, grandchild, parent, grandparent, sibling, brother-in-law, sister-in-law and parent-in-law.

The policy does not cover curtailment due to a very serious illness in the terminal phase in cases where the illness was diagnosed prior to departure.

- **6.1.2** The insured person is required to be present after a fire, burglary, loss/damage due to a natural disaster or water-pipe damage that has occurred in the insured person's home, business or office in the Nordic region.
- **6.1.3** The policy covers return travel during the interrupted trip's planned travel time, as long as this falls within the period of cover.

7. Interrupted travel

The maximum sums under Standard and Super cover are listed on the summary of cover on pages 3 and 4. The insurance certificate will state the type of cover that is chosen.

7.1

The policy covers the insured person's unused days of travel in relation to planned days of travel within the period of cover if the insured person or his/her sole travel companion on the trip is affected by a loss/claim as described in section 7.5 below.

Compensation is paid to the insured person and to a family member on the trip and who are both insured by Gouda on the day the insurance event occurred.

The compensation is calculated on the basis of the travel and accommodation expenses the insured person has paid,

documented by contracts, travel documents, tickets and receipts, prior to interruption of the travel.

When the insured person is travelling using his/her own vehicle, the basis for calculation is NOK 2.50 per kilometre for the shortest round-trip from the point of departure to the place where travel was interrupted.

Compensation is limited to NOK 1,200 per day per person under Standard cover and NOK 1,500 per day per person under Super cover.

7.2

Gouda may cover a return journey to the place of interruption instead of paying compensation for interrupted travel, provided that this return can take place within the originally planned travel period.

7.3

If the insured person is on a business trip, the compensation is paid to the employer/principal.

7.4

Should the insured person die during the trip, his/her right to compensation for interrupted travel will lapse.

7.5 Compensation for interrupted travel is paid if:

- the insured person has returned home early for reasons of medical necessity. Reasons of medical necessity are defined as when satisfactory treatment of acute illness, serious accidental injuries or unexpected acute deterioration of a chronic illness is unavailable where the insured is currently staying.
- the insured person has returned home early due to acute and serious illness, serious personal injury or an unexpected death in his/her immediate family resident within the EU/EEA, see the definition in section 6.1.1.
- the insured person has been hospitalised
- the insured person has been bed-ridden or has been confined to a hotel room/flat on the orders of the attending doctor where the insured person is staying. The date of the first doctor's visit counts as the first day of bed rest. This compensation is only paid when acute illness/accidental injury has resulted in confinement to a bed during the period of cover.
- the insured has returned home due to fire, burglary, loss/ damage due to a natural disaster or water-pipe damage, cf. section 6.1.2.

7.6 The insured person's obligations when a loss occurs

The insured person must provide written confirmation from the attending local doctor in the event of interrupted travel and must be able to produce proof that any expenses incurred have been the result of acute illness, personal injury, death or an acute and unexpected deterioration of an existing or chronic illness that occurred during the period of cover.

8. Personal liability insurance

The maximum sums under Standard and Super cover are listed on the summary of cover on pages 3 and 4. The insurance certificate will state the type of cover that is chosen.

The policy covers liability that arises during trips outside the country of residence.

8.1 What the insurance covers

The policy covers liability for damages which the insured person in his/her capacity as a private citizen bears for injury/damage caused to another person or to others' possessions during the period of cover.

- Personal injury is defined as injury, illness or death inflicted on a person.
- Damage to goods is defined as loss of or physical damage inflicted on objects. (including animals and real estate)

The policy covers the financial loss the insured person may be required to reimburse in respect of the applicable laws of damages (law, judicial precedent) in the country where the damage occurred, although with the exclusions listed in section 8.3.

8.1.1 Co-payment for rental car

Super cover covers the co-payment in the event of damage to rented car outside the country of residence up to NOK 20,000, when the insured person is held financially liable pursuant to the rental/insurance contract with the rental company.

8.1.2 Holiday home deposit

Super cover covers the deposit in the event of damage to a rented apartment/property with furniture and fittings during a holiday trip outside the country of residence. The loss of the deposit will be compensated if the following conditions are met:

 you are responsible for the damage pursuant to the rental agreement with the rental company (responsible for the tenancy agreement)

- the claim is put forward by the rental company on behalf of the landlord from whom you have rented the apartment or property
- the deposit was reserved on your credit card or account at the entering into of the tenancy agreement
 It must be possible to document the claim.

8.1.2.1 Exceptions:

- loss of deposit in connection with rental through a private individual or a time-share property
- claim of a deposit not handled through the rental company
- a deposit that is reserved or paid after having entered into the rental agreement
- a claim from the landlord which is put forward more than 14 days after check-out
- other costs

8.2

The insured person must never admit liability or accept a claim for compensation. Leave it to Gouda to determine this. Otherwise, the insured person risks personally having to pay compensation even for claims/losses where the insured person bears absolutely no responsibility for what has happened.

Gouda must immediately be informed of the loss/claim and will then make the necessary decisions on how to proceed with the case.

8.3 Exceptions

The policy does not cover personal liability:

- **8.3.1** For intentional acts or omissions.
- **8.3.2** In connection with the insured person's profession or trade.
- **8.3.3** As the owner, driver or user of motor vehicles, tools, boats, jet skis, aircraft (excluding model aircraft), or horses registered for flat or harness racing which are being trained for or participate in races. However, liability as the owner, driver or user of the following is covered:
- canoes, kayaks, sailboards/surfboards
- hang gliders, paragliders
- boats under 15 feet in length with a motor of less than 10 HP
- wheelchairs, self-propelled lawn mowers, rotary snowploughs, etc. if not capable of speeds greater than 10 km/h.
- **8.3.4** For damage to objects caused by excavation, blasting, piling, sheet piling and demolition, as well as avalanches, landslides, dyke breaches and subsidence.
- **8.3.5** Vis-à-vis a travel companion, spouse, cohabitant, parents, grandparents, foster parents, parents-in-law, siblings, children, grandchildren, foster children, as well as spouses and cohabitants

- of the afore-mentioned. It is the family relationship at the time of the injury that is relevant.
- **8.3.6** For damage to the insured person's share of jointly owned objects. It is the ownership at the time of the damage that is relevant.
- **8.3.7** For pain and suffering or other liability of a punitive character that is meted out in addition to damages to cover the claimant's financial loss, for example "Punitive Damages" and similar. The policy does not cover fines, fees, etc.
- **8.3.8** For damage to items that belong to another, but that the insured person or someone, on behalf of the insured, uses, rents, borrows, or received in order to transport or store. However, cover applies to damage to rented hotel rooms or holiday flats in the form of fire, explosion or leaks of water/liquid from the building's internal pipelines.
- **8.3.9** Which is solely based on a promise, agreement, contract or guarantee, including liability the insured person must bear because the insured person has waived his/her right to legal remedy.
- **8.3.10** Director's liability.
- **8.3.11** The transmission of a communicable disease.
- **8.3.12** Which the insured person has incurred as a result of pollution.
- **8.3.13** The insured person's strict liability incurred due to injury caused by his/her children, cf. Section 1-2 of the Norwegian Act of 13 June 1969 no. 26 relating to Compensation in Certain Circumstances

8.4 Claim settlement and calculation of compensation

- **8.4.1** In cases where a claim is covered by the policy, Gouda must clarify whether liability exists, negotiate with the claimant, and, if necessary, bring the case before the courts.
- **8.4.2** Gouda shall bear its own costs when determining questions concerning compensation, even if these exceed the sum insured.
- **8.4.3** Gouda shall pay the costs for an external lawyer or other professional assistance chosen by or accepted by the company.
- **8.4.4** If the claim for damages in part is covered and in part falls outside the terms of the policy, then costs shall be apportioned according to the parties' financial interest in the claim. If Gouda is prepared to settle or make the insured sum available, then the company shall not bear liability for costs which later accrue.
- **8.4.5** Gouda has the right to pay any compensation sum directly to the injured party. In cases where claims are lodged directly with Gouda, the company shall notify the beneficiary as quickly as possible and keep the beneficiary informed about further progress of the claim. Gouda's admissions to the injured party do not bind the insured person.

9. Legal assistance

The maximum sums under Standard and Super cover are listed on the summary of cover on pages 3 and 4. The insurance certificate will state the type of cover that is chosen.

The policy covers disputes that arise during trips outside the country of residence.

9.1 The insurance covers:

- **9.1.1** The insured person's costs for legal assistance in cases where a dispute that has arisen during the trip or at the destination, where the insured person is a party as a private citizen, requires legal assistance before the trip has ended.
- **9.1.2** Travel expenses resulting from the insured person being summoned as a witness or for questioning in a foreign court.
- **9.1.3** Bail/bond which is necessary to release the insured person or the property of the insured person from detention by foreign authorities. The bail/bond is considered an interest-free loan that must be repaid to Gouda upon release or on demand.
- **9.1.4** Transport expenses for a person requested by the insured person using a maximum of economy class transport to come out to the insured person and return home, should the insured person be detained by local authorities for more than 48 hours.

9.2 Exceptions

The policy does not cover costs for legal assistance in cases concerning disagreements:

- **9.2.1** Between the insured person and the travel agent, the tour operator, the travel broker, or one or more travel companions.
- **9.2.2** In connection with relationships of a professional nature.
- **9.2.3** In connection with matters concerning family, inheritance or probate law.
- **9.2.4** In connection with disputes concerning the insured person's real estate, or purchases or sales of real estate or timeshare.
- **9.2.5** In connection with criminal trials, defamation cases, or claims for compensation in such cases.
- **9.2.6** In connection with traffic cases where the insured person used a motorised mode of transport.
- **9.2.7** Which concern compensation settlements under this or other insurance contracts under which the insured person is covered by Gouda or Gjensidige Forsikring.
- **9.2.8** When the claim will obviously not be upheld.
- 9.2.9 Special terms and conditions:
- **9.2.9.1** Legal assistance cover is contingent on the insured person not being entitled to free legal aid to conduct the case and it not being possible to address the disagreement via a publicly recognised appeal body, including a court of appeal.

9.2.9.2 The legal assistance shall not cover actual damages, or penalties or similar, but exclusively those costs that are included under legal assistance and provision of bail/a bond.

9.3 The insured person's obligations and precautions in the event of a loss/claim

- **9.3.1** Should the insured person seek compensation under this policy, then Gouda must be notified as promptly as possible, and within a year of a lawyer being engaged. Notification must be provided in writing.
- **9.3.2** The insured person undertakes to minimise costs and personally bear those costs which arise without reasonable cause.

9.4 Claim settlement and calculation of compensation

- **9.4.1** The insured person is free to choose a lawyer he/she deems suitable for the commission given the insured person's place of residence and the nature of the case.
- **9.4.2** Gouda may insist on being kept informed of the level of costs and has the same right as the insured person to receive documentation of how the lawyer has calculated his/her fee.

10. Delay

10.1 Delayed departure

If a pre-paid flight is delayed for more than four (4) hours, Gouda will refund documented extra expenses for food and/or accommodation up to a maximum of NOK 3,000 per person, and a maximum of NOK 6,000 per family.

The prerequisite for Gouda's liability is that the delay is due to weather conditions, threat/act of terrorism or technical faults that affect the public transportation for which a ticket has been purchased.

In addition, cover encompasses a cost-free extension of the travel insurance for the expanded period of travel resulting from a delay qualifying for compensation under the terms above.

10.2 Delayed arrival

If a delay of more than one and a half (1.5) hours results in the insured person missing the tour operator's corresponding mode of transport, Gouda will cover the additional expenses, pursuant to a cover overview, required to catch up with the fixed itinerary when this is due to:

 weather conditions, act/threat of terrorism, traffic accidents or technical errors that affect the public transport for which a ticket has been purchased traffic accidents that require salvage of the private vehicle in which the insured person is travelling

The following conditions must be met for the cover to apply:

 the trip must be paid for in advance and the cause of the delay must be verifiable in writing by the tour operator, carrier or salvage company.

Upon visits to an offshore installation, a period of at least 72 hours (3 days) must be allowed from the planned arrival at a heliport to the planned departure for a new trip. Compensation in the event of such delays is limited to covering the insured person who was delayed from the offshore installation.

If the delay means it is impossible to utilise a pre-paid travel connection on the same day, the necessary and documented costs will be covered up to a maximum of NOK 3,000 per person and a maximum of NOK 6,000 per family.

10.3 Limitations

The following limitations apply to sections 10.1 and 10.2:

Gouda does not assume liability for the tour operator's, airline's or carrier's transport/compensation liability pursuant to relevant laws, regulations or bodies of rules.

11. Personal safety

11.1 Evacuation from war zones, terrorism, epidemics and natural disasters

If there is an occurrence, or imminent danger of occurrence, of war, terrorism, epidemic or natural disaster while the insured is staying in the country/region, the policy covers evacuation to the nearest safe destination. It is a prerequisite that the evacuation has been implemented or ordered by the Norwegian Ministry of Foreign Affairs (UD) or the local authorities, and the approval of Gouda or Gouda Alarm has been obtained in advance.

11.2 Retention by Authorities

If the insured person is detained by the authorities in a country as a consequence of war or the risk of war, the policy covers paid and documented extra expenses for accommodation and internal transport for up to three (3) months, up to a maximum of NOK 25,000, as well as extra expenses for food with up to NOK 500 per day.

The cover is conditional on the insured person not having failed, at an earlier point in time, to comply with a recommendation to evacuate issued by the Norwegian Ministry of Foreign Affairs.

11.3 Kidnapping (Super cover only)

11.3.1 The policy covers:

The policy covers deprivation of liberty under the following cover: **11.3.2** Compensation for the insured person Gouda Reiseforsikring will pay NOK 3,000 for each full day that the beneficiary is subjected to kidnapping, abduction or held hostage during the period of cover. The maximum compensation is NOK 20,000 per claim.

11.3.3 Consulting services

Gouda Reiseforsikring will cover up to NOK 500,000 for consulting services to resolve the aforementioned claims.

11.3.4 Limitations

Compensation from Gouda Reiseforsikring is limited to NOK 2,500,000 per insured event, if more than one person insured by Gouda is subject to the same event.

11.3.5 Definitions

Kidnapping

Kidnapping is defined as a situation where the insured person is subjected to unlawful deprivation of liberty (minor children who are kidnapped by parents are excluded).

Hostage

Being taken hostage means unlawful deprivation of the liberty of the insured person by any person(s) acting as agent(s) for or with the implicit approval of any government or government body, or acting or intending to act on the behalf of any rebellious party, organisation or group.

Hijacking

Hijacking is defined as the deprivation of the liberty of the beneficiary travelling by any type of aircraft, train, motor vehicle or motor vessel.

Consultant services

Consultant services means the necessary and acceptable fees and expenses for the special advisers/consultants chosen by the insured person and approved by Gouda in conjunction with kidnapping for ransom, including, but not limited to, expenses related to travel, stays, qualified interpretation, communication and payment of informants.

11.3.6 What the policy does not cover

Gouda Reiseforsikring does not cover any direct or indirect losses related to:

- When the insured person has previously had kidnapping insurance cancelled or refused
- Any claim from the insured person in the country of the insured person's permanent residence address

- Any kidnapping that takes place in Colombia, Mexico, Iraq, Nigeria or the Philippines.

11.4 Search and rescue expenses (Super cover only)

If an acute illness or personal injury as defined in Chapter 3 entails search and rescue costs, reasonable and necessary expenses are covered for organised search and transport form the place of the accident at up to NOK 200,000.

11.5 Psychological first aid

The policy compensates for the expenditure for psychological treatment in accordance with the cover overview, if the insured person experiences a psychiatric crisis as a result of the following incidents experienced by the insured person personally or by a travelling companion on a trip:

- is seriously injured in an accident
- is subjected to robbery, assault, rape, a natural disaster or other severe suddenly occurring unforeseen incident

The policy covers necessary treatment by a psychologist/psychiatrist for up to two (2) years after the incident occurred.

12. Cancellation insurance

The maximum sums under Standard and Super cover are listed on the summary of cover on pages 3 and 4. The insurance certificate will state the type of cover that is chosen.

12.1 Where the insurance is valid

The policy is valid for trips and/or rental agreements throughout the world, but only for trips that are paid for in the Nordic region before the departure date and that start in the Nordic region.

12.2 What the insurance covers

12.2.1 The policy covers cancellation expenses incurred by the insured person pursuant to provisions stipulated by:

- carriers
- tour operators
- hotel or lessor of holiday cottage or room for rent

"Cancellation expenses" are defined as sums paid for trip-related travel, accommodation and events/excursions that the insured person will not be refunded when cancelling a trip prior to departure.

Taxes and public charges are not covered.

12.2.2 The period of cover starts from the date on which the trip/ rental agreement has been wholly or partly paid for and until the scheduled date of departure. The policy must be in force before the first payment is made.

12.3 What Gouda reimburses and applicable limitations

The policy covers cancellation expenses where the trip cannot be completed as a result of:

12.3.1

- acute illness or injury
- death

Compensation pursuant to this section is paid when a situation mentioned above occurs during the period of cover and affects:

- the insured person or his/her immediate family residing within the EU/EEA.
- the insured person's sole travel companion or the companion's immediate family living in the Nordic region. Sole travel companion is defined as the person listed on the same travel document/ticket as the insured person, or who has booked travel together with the insured person for the purpose of travelling together.

Immediate family is defined as spouse/cohabitant, children and grandchildren, parents and grandparents, siblings, brothers-in-law, sisters-in-law, parents-in-law, sons-in-law and daughters-in-law.

12.3.2

- fire
- burglary
- loss/damage due to natural disaster.
- water-pipe damage

Compensation pursuant to this section is only paid when these situations arise in the insured person's home, office or business and require the presence of the insured person.

- 12.3.3 Epidemics, natural disasters, acts of terrorism, or other warlike acts that occur within fourteen (14) days of planned departure that make it impossible for the insured person to enter the country and/or this is against official travel advice issued by the Norwegian Ministry of Foreign Affairs or by local authorities' official travel councils. If no official travel advice is issued by Norwegian or local authorities, Gouda or Gouda Alarm will assess cover in each individual case.
- **12.3.4** Divorce/separation on the part of the insured person or the termination of cohabitation on the part of the insured person within three (3) months prior to departure. In the case of termination of cohabitation, cover is conditional on the insured person and his/her cohabitant having been registered with separate addresses in the population register, and that they have previously lived together at the same address registered in the population register for at least twelve (12) months prior to the termination of cohabitation.

12.3.5 If the insured person is summoned to jury service, as a lay judge or witness in a case fewer than fourteen (14) days before the scheduled departure date.

12.3.6 If the insured person or the insured person's spouse, cohabitant or sole travel companion's scheduled treatment or operation is brought forward or deferred and notice of change to this effect is received fewer than 14 days before the departure date.

12.3.7 If a travel companion accompanying the insured person dies.

12.3.8 If a travel companion accompanying the insured person (up to eight (8) persons) falls unexpectedly acutely ill, is seriously injured in an accident, or dies. Travel companions are persons who have purchased a holiday trip together, with departure at the same time for the same destination.

12.3.9 If the purpose of the business trip lapses because the person with whom a meeting was to be held has fallen acutely ill or has been seriously injured in an accident.

12.3.10 Cancellation due to a public search or rescue operation for the insured person or travelling companions on the trip (up to eight (8) persons).

12.3.11 In case of unexpected acute illness or personal injury of a key person who is essential for the insured person being able to travel (babysitter, replacement, etc.) or a key person who is required to carry out the trip (tour guide, shipper, etc.).

12.4 Exceptions:

The policy does not cover cancellation due to:

- hospitalisation, evaluation, examination or treatment that takes longer than planned
- planned examination, treatment, or an operation that is expedited or postponed, unless notification of this is received from the treating physician or institution at least fourteen (14) days prior to departure
- recuperation or a spa stay that is either pushed forward or postponed
- pregnancy or an induced abortion and associated illnesses or diseases. However, cancellations due to serious, unexpected complications that arise prior to the 36th week of the pregnancy are covered
- the original purpose of the trip no longer applying
- changed conditions at the destination
- a fear of flying or fear of war, terrorism or illness

12.5 The insured person's obligations and precautions in the event of a loss/claim

12.5.1 In the event of a loss/claim, the insured person shall without undue delay notify Gouda and the travel agency, tour operator, carrier or hotel where the trip or rental agreement has been purchased.

Should Gouda incur losses, including loss of recourse, because the insured person has wilfully or through gross negligence failed to meet his/her obligations, the company's liability may be reduced or cease to apply. The decision shall be based on an assessment of the degree of culpability, the course of the insurance event and other circumstances, cf. Section 4-10 of FAL.

12.5.2 The insured person is required to give Gouda all available information and documents which the company needs to calculate its liability and disburse compensation.

The following must be provided in case of a claim:

- ticket/rental agreement in the original, and confirmation of paid travel/rental arrangements or credit note that shows the cancellation costs
- medical certificate confirming that the beneficiary consulted a doctor before the trip began, and that the cancellation is due to an acute illness or accident which occurred during the period of cover
- accident report/appraisal/police report confirming that the cancellation is due to fire, burglary, loss/damage due to a natural disaster or water-pipe damage.
- the insurance certificate

12.5.3 The insurance does not cover the loss of bonus points and the like. Claimed cancellation expenses cannot exceed the actual financial loss suffered by the insured person. Expenses that are reimbursed by others are therefore not covered.

12.5.4 If multiple policies cover the cancellation, the company must be notified and the companies' collective liability cannot exceed the insured person's actual financial loss.

12.6 Cover from other sources

The policy does not cover losses or expenses which may be reclaimed from a travel agent, tour operator, carrier, rental company or hotel, or which are covered by other policies. If the compensation of the cancellation costs can be claimed from another party, Gouda will subrogate the insured person's claim for the part of insured person's loss that is paid under the policy.

13. General Terms and Conditions

In addition to these terms and conditions the following apply:

- The Norwegian Insurance Contracts Act of 16 June 1989 no. 69 (FAL)
- The insurance certificate. The insurance certificate and the specifications stated therein take precedence over the terms and conditions.

Section C concerning necessary measures when claims arise forms an integral part of these insurance terms and conditions.

The following named provisions and exclusions apply to the entire policy (section 1-12).

13.1

It is a prerequisite that the policyholder and/or insured person were members of the national insurance scheme in the country of residence in the Nordic region at the time of departure.

13.2

Cover is conditional on the policy being drawn up for the correct geographic region of cover for the destination of the insured person/policyholder.

13.3

On trips within the Nordic region, expenses covered by the Nordic Convention on Social Security or the Norwegian National Insurance Scheme are not covered by this policy. In other cases, i.e. where Gouda has met financial obligations in respect of the Norwegian National Insurance Scheme or the EEA Agreement's rules on the right to support for medical treatment, Gouda may on behalf of the insured person raise any claim against these bodies and retain the sum which otherwise would have been disbursed to the insured person.

13.4

Policies with a duration of at least a year are renewed for one year at a time, unless the policyholder cancels the contract within one month of Gouda sending a normal notice of premium for the new insurance year. Gouda must give two months' notice of termination prior to the period of cover expiring. The terms and conditions and the insurance premium can be amended and apply from the renewal date.

13.5

The policy covers the period stated on the insurance certificate, and is valid beyond the agreed period in the following situations:

- for up to fourteen (14) days as a result of unexpected and compelling causes beyond the control of the insured person
- for up to sixty (60) days when the extension of a trip is due to illness or accidental injury and the insured person for medical reasons and on doctor's orders cannot travel home as planned.

The policy is valid from the moment the contract is entered into by the parties or from an later agreed date at at 00:00 hours. The policy is valid until 24:00 hours on the last date of the period of cover. The same applies to subsequent renewals. The premium must be paid by the deadline specified on the notification of payment.

13.6

If the policyholder takes out the policy after the insured person's departure, the following special rules apply:

The policy only comes into force once Gouda has received payment, and never before 00:00 hours fourteen (14) days after the order is placed (ordered Wednesday – earliest entry into force is 00:00 hours on Wednesday of the following week).

13.7

When the policy ends prior to expiry of the agreed period of cover, part of the premium will be reimbursed, calculated on the basis of the remaining period of cover.

13.8

Whoever wishes to make a claim against Gouda must provide the company with the information available to him/her and which the company needs to be able to consider the claim and pay compensation.

The information must be provided on a claim form that can be found on Gouda's website: www.gouda.no.

Any person who provides false or incomplete information in the event of a claim may lose all rights to compensation from Gouda, both under this and other insurance contracts, cf. Sections 8-1 and 18-1 of FAL.

13.9 In all cases of injury or illness:

13.9.1 The insured person must immediately consult a doctor, submit to regular treatment and follow the doctor's orders when an insurance event has taken place.

13.9.2 Gouda's doctor has the right to seek information regarding the health of the insured person and any treatment by doctors or hospitals that have treated the insured person, and if necessary discuss information supplied to Gouda with them. Gouda guarantees full secrecy where such information is concerned.

13.9.3 Gouda is entitled to demand that the insured person be examined by Gouda's doctor or a doctor named by Gouda. Should Gouda consider it necessary to requisition a medical certificate from a new expert, the reasons for this shall be stated in writing. In case of death, Gouda has the right to require an autopsy. In such cases, Gouda will cover all costs related to the above.

13.10

The insured person/policyholder has an obligation to obtain and present the original documentation for expenses or damages he/ she is seeking compensation for, including original sales receipts, guarantee certificates, police receipts, reports from the carrier, quides, hotel staff, etc.

13.11

Expenses for transport not arranged by Gouda shall be covered up to a maximum of the costs Gouda would have had in ensuring similar transport; the maximum paid will be an amount corresponding the price of tickets on scheduled flights – maximum economy class.

13.12

Losses in the form of expenses in connection with damage/injury are covered up to a maximum of the actual financial expenses incurred by the insured person. Expenses that are reimbursed by others are therefore not covered.

If multiple policies cover the damage, Gouda must be notified and the companies' collective liability cannot exceed the actual expenses.

In the event disbursements are made under the terms of this policy, Gouda shall assume all the rights of the insured person in this respect. Gouda is entitled to seek recourse from a third party to the extent that Gouda has paid compensation, and the insured person is obliged to assist with the pursuit of recourse. Gouda will cover the expenses related to seeking recourse.

13.13 The insurance does not cover:

- a) claims deliberately caused by the insured/policyholder while voluntarily intoxicated, or under the influence of drugs, medicine or another intoxicating agent, unless it is proved that the damage is not connected with this, cf. Sections 4-9 and 13-8 of FAL This applies to any cover under this policy. If no intent has been demonstrated in connection with property damage, Gouda may nevertheless be held partly liable, cf. Section 4-9 of FAI
- **b)** the insurance does not cover participation in scientific expeditions, unless this is specifically agreed-upon and specified in the insurance certificate.
- c) indirect loss.
- **d)** claims arising as a direct or indirect consequence of: Strikes, lockouts, arrests, bankruptcies, seizure or other interventions undertaken by a public authority.
- **e)** any expense incurred after returning to the Nordic region (however, see section 3.1.3).
- **f)** claims covered by another policy. This exception does not apply to the accident cover in sections 3.1.1 and 3.1.2.
- g) pilots and co-pilots while flying.
- h) active participation in terrorism, war, uprisings, etc.
- claims arising directly or indirectly from the release of nuclear energy or radioactive forces or radiation from radioactive fuel or waste.

- i) force majeure of any kind.
- k) lost earnings
- I) The policy does not cover loss or damage which is directly or indirectly caused by or connected to earthquakes and volcanic eruptions (refer to sections 1.3.4 and 11.1 nevertheless).

13.14

If the insured person/policyholder via cover other than life insurance has caused or exacerbated the loss/claim through gross negligence, Gouda's liability may be reduced or cease to apply. When determining this, account must be taken of the degree of culpability, the course of events, whether the insured person/policyholder was in a state of self-inflicted intoxication and the effect of a reduction or elimination of the company's liability on the person entitled to the sum insured or other persons financially dependent on the him or her, and of the general context, cf. Sections 4-9 and 13-9 of FAL.

Gouda may not invoke the rules stated in 13.13 a) and 13.14 if the insured person/policyholder was unable to comprehend the ramifications of his/her actions due to age or state of mind, cf. sections 4-9, 13-8 and 13-9 of FAL.

13.15 Cover in case of war:

The insurance does not cover claims that are the direct or indirect result of war or war-like actions. The policy does, however cover, up to thirty (30) days from the start of events named in this point in cases where the insured person was on a leisure trip in an area which prior to entry was described as peaceful.

The limitations and exclusions in the terms and conditions apply to the assessment of the claim and calculation of the compensation.

On the service journey, insurance covers injury/damage/loss at the eruption of war or severe unrest/rebellion in areas where there is war/turmoil when insured travel enters the area/country.

13.16 Areas subject to sanctions by the United Nations or the EU

Any liability in damages, and any other obligations vis-à-vis the insured person or other rightholders covered by insurance, shall cease if the fulfilment of the obligation entails a breach of regulations implementing binding decisions made by the UN Security Council or restrictive measures adopted by the European Council.

13.17

Safety and security precautions have been prescribed to prevent or minimise damage/loss. The safety and security precautions must be complied with. If a safety or security precaution is breached, Gouda's liability may be reduced or cease to apply. This limitation does not apply if the insured person/policyholder is not to blame, or only marginally to blame, or if the insurance event was not caused by a breach of the safety or security precautions.

Although the company has the right to invoke the above limitation regarding a breach of safety or security precaution, the company may still be obliged to assume part liability. When determining this, account must be taken of the nature of the safety or security precaution that has been breached, the degree of culpability, the course of events, whether the insured person/policyholder was in a state of self-inflicted intoxication, and of the general context, cf. Sections 4-8 and 13-9 of FAL.

13.18

Complaints relating to this insurance contract can be made to the Norwegian Financial Services Complaints Board, PO Box 53 Skøyen, NO-0212 Oslo, tel.: +47 2313 1960.

13.19

Any person guilty of deception against Gouda loses all rights to compensation from Gouda under this and other insurance contracts relating to the same incident, and Gouda may cancel any and every insurance contract with the beneficiary, cf. Sections 4-2, 4-3, 8-1 or 13-2, 13-3 and 18-1 of the Insurance Contracts Act.

13.20

All claims received by an insurance company are also registered in the Norwegian Insurance Central Claims Register (FOSS). Registering a claim automatically provides an insurance company with a summary of all claims in the register made by the same customer, including claims submitted to other insurance companies. Companies cannot retrieve information from the register other than when registering a claim. The register is not accessible to others.

Registered claims are deleted after 10 years. Pursuant to Section 18 of the Norwegian Personal Data Act, the policyholders have the right to access this register. A written request must be submitted to the insurance company if access is required.

13.21 Notification deadlines and time limitations

A loss/claim must be reported to Gouda immediately, cf. Sections 4-10 or 13-11 of FAL. The insured person loses the right to compensation if the claim is not reported to the company within one (1) year of the insured person becoming aware of the circumstances upon which the claim is based, cf. Sections 8-5 or 18-5 of FAL.

The insured person's claim may also be barred by statute pursuant to the provisions of Sections 8-6 or 18-6 of FAL.

Gouda is freed of any and all liability if the insured person has not lodged a claim or demanded a tribunal hearing within six (6) months of the insured person receiving written notice from the company stating that the company does not consider itself liable and informing him or her of the deadline, its duration and the consequences of it being exceeded, cf.

Sections 8-5, 18-5, 20-1 of FAL.

13.22 Maximum insurance cover

13.22.1 The maximum and partial sums for the individual cover mentioned in the terms and conditions constitute the limit of Gouda's liability per covered insurance event under the respective schemes. For one and the same incident, Gouda covers a maximum total of NOK 50 million per insurance event, irrespective of the number of insured persons affected by the insurance event or the cover involved. Insurance event means all damage due to or caused by the same incident and all damage that arises as a consequence of the same incident. If the maximum limit per insurance event is reached, all beneficiaries must accept a proportional reduction in their compensation.

13.22.2 in the event of a loss/injury due to terrorist act, Gouda's total liability will be included in Gjensidige's total liability to pay compensation vis-à-vis all customers and other claimants and will be limited to NOK 1 billion per insurance event. See also the limitation of liability in section

13.21. Any damage that occurs within a period of 48 hours is considered the same event. If the fixed limit per event is exceeded, the compensation will be reduced proportionately.

An act of terrorism is defined as an unlawful, injurious act directed at the general public, including an act of violence or the dangerous spreading of biological or chemical substances and it is defined as being carried out for the purpose of exercising influence on political religious or other ideological bodies or to create fear.

13.22.3 Gouda claims that its liability ceases once the limitation in the aforementioned sections is reached.

13.23 Choice of law and legal venue:

13.23.1 This insurance policy is subject to Norwegian law to the extent that this is not in conflict with Act no. 111 of 27 November 1992, the Act on Choice of Law in Insurance, or an alternative agreement has been made.

13.23.2 Disputes regarding this insurance contract will be resolved in the Norwegian courts, unless this conflicts with the unalterable rules of current legislation, or unless otherwise has been agreed.

13.24 Other Insurance

If, at the time that loss or damage insured by this certificate shall occur, there is any other insurance against such loss or damage or any part thereof, the underwriter shall be liable under this certificate for is proportional share of loss or damage only.

(This provision applies when the case is settled pursuant to foreign law.)

13.25 Rights of subrogation

The underwriter shall be fully and completely subrogated to the rights of the Insured Person against parties who may be liable to provide an indemnity or make a contribution with respect to any matter which is the subject of a claim under this certificate.

The underwriter may at its own expense take over the Insured Person's rights against third parties to the extent of its payments made. The insured shall cooperate with the underwriter and provide such information and documentation reasonably required by the underwriter in order to collect and enforce its rights of subrogation. The underwriter may institute any proceedings at its own expense against such third parties in the name of the insured person. (This provision applies when the case is settled pursuant to foreign law.)

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