



# Business EXPAT

Terms and conditions 677.1

Effective January 2014

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## Contact Gouda Reiseforsikring

### Service centre

+47 24 14 45 70  
post@gouda.no

### Claims centre

+47 24 14 45 70  
skade@gouda.no

Your questions can also be answered on our website [gouda.no](http://gouda.no)

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## About Gouda Reiseforsikring

### Specialists in travel insurance

Gouda Reiseforsikring is one of the North's largest travel insurance companies and has been operating in Norway since 2002. Gouda Reiseforsikring is part of Gjensidige Forsikring ASA, Norway. The company has provided life insurance, health insurance and insurance of valuables since the first fire office was established in 1816. Gouda continues as part of Gjensidige's Nordic branch.

### Gouda Reiseforsikring helps travellers - on holiday and while working

Gouda Reiseforsikring offers a broad range of quality products to private and business travellers as well as foreign posting insurance. Together with the more than 300 travel agencies and 250 insurance brokers that sell Gouda travel insurance, we offer specialised, personal and thorough advice to travellers on holiday and business travellers.

# Summary of cover Business EXPAT

BASIC COVER	SUMS COVERED (NOK)		See section
	Single person	Family	
Luggage, including:	Combined max 30,000	Combined max 50,000	
- Employer's belongings	15,000	0	1.2
- Cash	5,000	10,000	1.2.1
- Travel documents	15,000	15,000	1.2.2
- Valuable items (groups)	20,000	20,000	1.2.3
- Single items	15,000	15,000	1.2.4
- Theft from motor vehicle	15,000	15,000	1.2.5
- Bicycle	5,000	5,000	1.2.6
- Keys	4,000	4,000	1.2.7
- Delayed luggage, business trips	6,000	0	1.3.8.1
- Delayed luggage on leisure trips	3,000	7,500	1.3.8.2
Call out	100,000	100,000	2.1
Curtailement	75,000	75,000	3.1
Personal liability	6,000,000	6,000,000	4.1
Legal assistance	25,000	25,000	5.1
Delay			
- Delayed departure	2,500	5,000	6.1
- Delayed arrival	20,000	50,000	6.2
Personal safety			
- Evacuation due to war and terror	30,000	60,000	7.1 og 7.2
- Evacuation due to epidemics and natural disasters	25,000	50,000	7.3
- Psychological first aid	25,000	40,000	7.4
Cancellation	40,000	100,000	8.2
Home contents	100,000	100,000	9.2
<b>OPTIONAL ADDITIONAL COVER</b>			
Travel illness cover			
- Medical expenses	Unlimited	Unlimited	11.3
- Pregnancy and delivery	100,000 pr. year	100,000 pr. year	11.3.3
- Dental treatment	6,000	6,000 pr. person	11.3.6
- Patient escort	100,000	100,000	11.3.7
- Replacement by colleague	50,000	0	11.3.8
- Return journey	50,000	50,000	11.3.9
- Repatriation Medical evacuation	Unlimited	Unlimited	11.5.1
- Treatment expenses after repatriation	300,000	300,000 pr. person	11.5.4
Accident cover			
- Death	200,000	200,000 pr. person	12.1.1
- Death child	50,000	50,000 pr. person	12.1.1
- Permanent medical invalidity	200,000	200,000 pr. person	12.1.2
- Permanent medical invalidity child	500,000	500,000 pr. person	12.1.2
- Medical treatment expenses	25,000	25,000 pr. person	12.1.3

Note: The sums covered in the insurance certificate take precedence over the sums covered in the terms and conditions in case of conflict. The insurance certificate will show if additional cover has been chosen.

# Business expat terms and conditions

## A. Policy cover and duration

The policy is valid:

- during the stay at the place of deployment
- on all business trips
- on holiday and leisure trips of up to 60 days' duration

The duration of the journey is calculated from the time of departure from the accommodation address abroad or the home address in the insured person's home country, until return to the same place, providing that this time falls within the period for which travel insurance has been arranged.

The policy does not cover expenses for treatment of illness/injury which occurs after the cover has expired, no matter what the cause of the expiry.

## B. Who the policy covers

The policy covers person staying on a permanent address abroad, in capacity of being employed in a company that has sent the person abroad to serve in another country for a longer period (expatriation).

In cases where cover is issued for the employee's family, the following is covered:

- a) Spouse/cohabitant appearing in the same policy must have the same address as the policy holder, registered in the population register in the home country. Cohabitants appearing in the policy do not have the same rights as spouses in relation to death benefit payments. In the case no beneficiary is named, the insurance shall be paid to the insured person's successors according to the Norwegian Insurance Contracts act § 15-1 (Forsikringsavtaleloven) hereafter referred to as FAL.
- b) Biological children and foster children are covered by the provisions for family in the policy until turning 21 years of age. It is a condition that the child shall have the same address in the population register as one of the parents. Adoptive children are covered from the moment actual responsibility for the care of the child is assumed.
- c) The policy cannot be issued for persons who have reached their 70th birthday, unless a special arrangement is made.

In order to obtain a reduced insurance premium through membership in the National Insurance Scheme with extended right to financial support of health service through Helfo Abroad (Helfo Utland), proof of such from NAV Internasjonalt and/or Helfo Abroad shall be provided upon request from Gouda.

## C. Contact in case of a claim during ones travel/stay and documentation needed for issuing a claim

Should the insured person require help in making a claim, this section contains guidance on appropriate action. Claims forms can be downloaded at [www.gouda.no](http://www.gouda.no).

### Acute cases:

Should the insured party find him or herself in an acute situation concerning travel insurance during the trip, we would ask that the insured person, the doctor providing treatment, employer or next of kin contact the Gouda Emergency Centre, A. C. Meyers Vænge 9, 2450 Copenhagen, Denmark. The Emergency Centre is open 24 hours a day, 365 days a year, on the following numbers:

### Gouda Emergency Centre

telephone +45 33 15 60 60

fax +45 33 15 60 61

e-mail: [alarm@gouda.dk](mailto:alarm@gouda.dk)

When you contact The Gouda Emergency Centre you will speak to a service coordinator who can give you the necessary assistance. If the enquiry concerns illness or an accident, there are doctors standing by who can enter into a dialogue with the doctor providing treatment. The insured person is required to follow the recommendations of the doctor and the Emergency Centre.

### All other cases:

In all other cases, e.g. forwarding of bills for refund, you should write to or contact our Oslo office. Please feel free to contact this office to discuss non-acute claim queries.

### Gouda Reiseforsikring

Postboks 700 Sentrum

0106 Oslo, Norway

telephone + 47 24 14 45 70

fax: + 47 24 14 45 71

e-mail: [skade@gouda.no](mailto:skade@gouda.no)

### Instructions in relation to claim type:

For good reasons we can't foresee every type of damage or accident the insured party may be exposed to during the trip, but in this section we would like to explain what must be done should misfortune occur.

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

## **Serious illness or injury / Death**

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

The Gouda Emergency Centre will provide you with guidance and, if necessary, assign a doctor to the case, so we can be sure that the insured person receives the best possible treatment. The Gouda Emergency Centre will in covered cases provide the hospital or doctor with a guarantee, such that the insured person doesn't have to pay large sums himself/herself.

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

The insurance covers treatment at private and public treatment facilities outside the Nordic countries. For insured with home countries within the EEA area one should bring along the European health insurance card (Europeiske helsetrygdekort) if travelling to an EEA country.

## **Delayed luggage**

Send notice of claim and enclose confirmation of the delay from the transport company, original baggage labels, as well as original receipts for replacement purchases made, to Gouda's Oslo office as soon as possible.

## **Luggage and home contents insurance**

In case of theft, assault, robbery etc. it is a condition of receiving compensation from Gouda that the insured person immediately report the matter to the local police. If the damage has happened while the luggage has been in the care of the transport company or airline, the insured person must immediately report the case to the company and obtain documentation to confirm the report (Property Irregularity Report).

In the case of fire or water damage the insured must contact the local fire authorities, plumber or janitor. The insured is to secure documentation of the before mentioned contact and of the damage in total. The documentation must be sent Gouda with the claims form.

In claims where the loss is expected to exceed NOK 10,000, you are asked to contact Gouda's Oslo office without delay. The office is open every weekday.

The notice of claim should be sent without delay to Gouda's Oslo office. Enclose the original report confirmation receipt from the above-named authorities, along with original documentation of the value of the stolen or damaged items.

## **Repatriation**

The Emergency Centre must be contacted immediately to determine whether circumstances merit compensation for recall due to domestic emergency. In such cases the Emergency Centre will arrange recall as well as possible return.

## **Third party/personal liability**

Contact Gouda's Oslo office as soon as possible to raise the matter with them. Should the insured party require immediate assistance, you are welcome to contact the Gouda Emergency Centre. The insured person must never admit personal liability for damages but should allow Gouda to assess this. Otherwise the individual risks having to pay damages even in claims where the insured person may have no liability for events.

## **Legal Assistance Insurance**

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

## **Cancellation due to illness**

For cancellation due to illness the insured person must have a doctor's certificate. Please therefore contact a doctor first to discuss the situation with him or her. Then contact Gouda's Oslo office. Remember always to cancel your ticket via the travel agency as soon as you know that you cannot carry out your journey.

## **D. Definitions**

### **Acute illness:**

The term means an acute and unexpected illness or an acute and unexpected deterioration of an existing or chronic illness.

### **Emergency Centre:**

#### **The Gouda Emergency Centre**

A.C. Meyers Vænge 9

2450 Copenhagen, Denmark.

tel. +45 33 15 60 60

fax: +45 33 15 60 61

email: alarm@gouda.dk

### **EU area:**

With EU area means the EU and EAA countries.

**Additional expenses:**

With Additional expenses means expenses which the insured person incurs in connection with a claim/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 therefore not covered.

**The insured person:**

The person whose life, health and possessions are insured, as named in the insurance policy.

**Policy Holder:**

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

**Gouda:**

Gouda Reiseforsikring is part of Gjensidige group. Insurer is Gjensidige Insurance ASA, Norway Org.NO. 995 568 217.

**Home country**

Home country is the country in which the insured had his/her permanent address prior to the expatriation and/or the country where the insured has the right to public health care.

**Doctor:**

Doctor means a trained doctor authorized by the authorities in the country of stay, who is not himself or herself the insured person, nor a member of the insured person's family, nor travelling with the insured person.

**Travel expenses:**

Reasonable extra expenses for transport, never exceeding the cost of economy class on a standard scheduled aeroplane.

**Cohabitant:**

Cohabitant means a person with whom the insured party lives in a marriage-like relationship and who shares the same address in the Norwegian population register (folkeregisteret) as the insured party.

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

Parents-in-law/brothers-in-law/sisters-in-law means spouse's parents/siblings, as well as parents/siblings of a cohabitant the insured person shares an address with in the Norwegian population register.

**Beneficiary:**

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

**Chewing damage:**

Chewing damage to tooth or teeth during eating, caused by an unexpected foreign body in a foodstuff.

**E. Coverage of and exceptions to travel insurance****1. Luggage insurance****1.1 Safety requirements.**

It is a condition for cover that the following safety requirements must be met by the insured person:

Safety requirements means rules of care prescribed in order to counter and limit damage/loss. Violations of safety requirements can result in Gouda's liability being diminished or ceasing to apply.

**1.1.1** The insured person shall supervise the items covered by the policy. This also entails a responsibility to ensure that no possessions are left behind when leaving a location.

**1.1.2** When the insured objects are left, the insured person shall lock doors and ensure that windows are closed and secured, such as to prevent intruders from entering motor vehicles, caravans, boats, cabins, flats, hotel rooms or other temporary accommodation (such as tents).

**1.1.3** Money and passport must either be carried on the insured person's body or locked in a permanently mounted safe or deposit box in a building or locked storage space in a locked room in a building. The key must be stored out of the reach of intruders.

**1.1.4** Objects named in section 1.2.3 and not in use must be securely locked up by the insured person. Keys must be stored out of reach of intruders. Should such objects be stored in motor vehicles or caravans, they must be placed in a closed glove compartment, in a locked trunk/ski box, or be removed if the vehicles does not have a closed glove compartment or locked trunk/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 or abandoned for periods of more than 24 hours. Night is defined as that time from one leaving the place of storage during the day until one returns the following day, and in all cases where the vehicle/caravan/boat/tent is abandoned from midnight until 06.00 hours.

**1.1.6** The insured person shall ensure that the insured objects are sufficiently and adequately packed, and properly secured such as to survive the current mode of transport. Electronic equipment brought in boats, canoes and kayaks shall be packed in watertight packaging.

**1.1.7** The insured person shall comply with requirements from the carrier concerning contents and packaging/labelling.

**1.1.8** The insured person shall not send money, jewelry, watches, spectacles/sunglasses, precious stones, precious metals, camera, video, DVD or computer equipment, mobile telephones, radios or televisions, audio playback equipment, electronic equipment, fragile items and perishable goods in checked luggage.

## **1.2 What the policy covers/limitations:**

Luggage means personal possessions brought by the insured party for personal use during travel and stay. Should the insured person travel with the same means of transport, then checked luggage is also covered.

If travelling on business, items belonging to the employer are covered to a maximum of NOK 15,000 per claim.

**1.2.1** Money will be covered to a maximum of NOK 5,000 per person and NOK 10,000 per family per claim incident.

**1.2.2** Expenses arising from loss of ticket (travel documents) and passport will be compensated to a maximum of NOK 15,000 per person in cases where the loss has not been reimbursed by other means.

**1.2.3** Loss of or damage to the following group of objects will per claim be compensated to a maximum of NOK 20,000 per person and NOK 20,000 per family:

- a)** Jewelry, watches, pearls, precious stones, precious metals
- b)** Mobile/Smart telephones, photo/video/optical equipment, radio/TV, audio playback equipment, DVD and CD disks, laptop/computer equipment and tablets
- c)** Antiques, artworks, rugs
- d)** Furs
- e)** Musical instruments
- f)** Weapons and sports equipment (including fishing/ski/snowboard/golf and diving equipment)
- g)** Driving equipment for motor vehicles, e.g. driving suits, helmets, gloves and boots, c.f. section 1.4.1.

**1.2.4** Single items not named in section 1.2.3 will be compensated to a maximum value of NOK 15,000 per claim.

**1.2.5** Theft from motor vehicles shall be reimbursed to a maximum of NOK 15,000. Theft from tents, bathing beaches and swimming pools shall be reimbursed to a maximum of NOK 5,000 per claim.

**1.2.6** Loss of or damage to bicycles outside the borough (kommune) of the place of residence or study or the borough of the place of work will be compensated to a per claim maximum of NOK 5,000.

**1.2.7** Loss or damage of keys shall be reimbursed to a maximum of NOK 4,000 per incident for purchase of new keys or re-coding of damaged keys.

## **1.3 The following types of loss and damage are covered:**

**1.3.1** Theft of luggage. Theft means removal of possessions the insured person has in his or her possession, c.f. Norwegian penal code (hereafter straffeloven) §§ 321, 322 og 323.

Missing, mislaid or forgotten objects shall not be considered stolen.

**1.3.2** Robbery, c.f. straffeloven §§ 327 og 328.

**1.3.3** Damage to luggage:

**1.3.3.1** On Business travel, and for employer's belongings on private travel, the insurance covers damage to the insured person's luggage in cases of sudden and unforeseen external events caused by a person or persons other than the insured person him/herself.

**1.3.3.2.** On holiday/leisure travel the insurance covers damage to the insured person's luggage in cases of Criminal damage, c.f. straffeloven §§ 351, 352 og 353. Accidental damage by own or others doing is not criminal damage.

**1.3.4** Natural disaster. Loss due to natural disaster can be directly attributed to natural disasters such as avalanche, landslide, flooding, storm, storm surge, earthquake or volcanic eruption, c.f. the Norwegian natural disaster insurance act (Naturskadeforsikringsloven).

**1.3.5** Traffic accidents involving motor vehicle, boat, caravan or bicycle. Traffic accident means collision, overturn and driving off the public road as a result of an extraordinary event caused by traffic, as well as damage due to running aground or capsizing with a boat.

**1.3.6** Fire/smoke damage, direct lightning strike, explosion and water or fluid penetration in buildings. Fire means flames out of control.

**1.3.7** Loss of or damage to personal luggage sent as checked luggage.



**1.3.8** Delayed luggage:

**1.3.8.1** Delayed luggage on business trips

When checked-in luggage on business trips paid by the policy holder (the employer) does not arrive at its destination with the same means of transport as the insured, necessary documented expenses to cover purchase of clothes and toiletries during the time the luggage is missing shall be refunded. Maximum sum replaced is NOK 6,000. Delay occurring during the co-insured spouse/co-inhabitant on business travel for another employer, is covered as shown for leisure travel below.

**1.3.8.2.** Delayed luggage on holiday/leisure travel.

When checked-in luggage arrives at least four hours behind schedule at its destination, necessary documented expenses as mentioned in 1.3.8.1 will be refunded to maximum NOK 3,000 pr. person (for families there is a maximum of NOK 7,500.

**1.3.8.3** Delayed luggage will not be compensated when landing in ones home country or expatriate country on home/return trip.

The delay must be confirmed and documented by the carrier(Property Irregularity Report).

## **1.4 Exceptions**

The policy does not cover:

**1.4.1** Motor vehicles and caravans plus accessories. Accessories means spare parts and fixed equipment such as music equipment, GPS, mobile telephones and ski or luggage boxes. Driving equipment such as driving suits, helmets, gloves and boots etc., is also considered to be accessories while in use or stored with the vehicle.

**1.4.2** Boats, windsurfers, surfboards and accessories.

**1.4.3** Parachutes and hang gliders with accessories.

**1.4.4** Furniture and removal goods.

**1.4.5** Merchandise and samples, tools and measuring instruments.

**1.4.6** Drawings and plans, manuscripts, documents, traveller's cheques and valuable papers of any type.

**1.4.7** Collections

Collections means objects/property with interest/value when collected, such as artworks, tapestries, weapons, and coin, banknote and stamp collections.

**1.4.8** Animals

**1.4.9** Damage due to normal wear and tear.

**1.4.10** Loss of/damage to bicycles and accessories inside the borough (kommune) of the home or place of study or place of work.

**1.4.11** Minor damage to suitcases, bags, rucksacks, prams, baby carriages and bicycles such as scratches, scuffs in corners or stains.

**1.4.12** Damage during transport of checked-in suitcases, bags, rucksacks, baby carriages and bicycles

**1.4.13** Damage to checked-in luggage during Helicopter transport.

**1.4.14** Consequential damage or -loss, for example after damage to fragile objects, due to perishable goods or liquid leakage during transport.

**1.4.15** Financial loss beyond loss of/damage to the insured objects, or loss as a direct consequence of lost or damaged luggage.

**1.4.16** Food and stimulants (such as tobacco, alcohol etc.).

Where the policy does not cover:

**1.4.17** The policy does not apply while the insured person is at the place of work during working hours, at home, or at a place of tuition during study time(kindergarten/ school/ university/college/ academy/military service etc.). The policy does not cover loss of or damage to items stored in the above-named locations at any time, when the insured person himself/herself is travelling.

## **1.5 Settlement of claims and quantification of damages**

Norwegian insurance contracts act (FAL) § 6-1 does not apply.

**1.5.1** The beneficiary shall at the earliest possible opportunity provide Gouda with the available information and documentation needed by the company to calculate its level of liability and disburse compensation, e.g. original copies of receipts and guarantee certificates.

Theft, robbery, assault, bag snatching and criminal damage must in addition be reported to the local police. Loss or damage in transit shall be reported immediately to the carrier in respect of company regulations.

In case of loss or damage, the beneficiary must provide proof for the insurance claim. Written confirmation that the loss/damage has been reported at the location is important documentation when compensation is claimed under the policy.

Right to compensation may be lost if the claim is not reported to Gouda within a year of the beneficiary discovering grounds for the claim.

**1.5.2** Damaged goods must be taken care of, and sent to Gouda if requested.

**1.5.3** If loss or damage has occurred (including loss of claim for reimbursement for Gouda) as a consequence of the insured party wilfully or with gross negligence neglecting his or her duties, the company's liability may be diminished or cease to apply.

The decision shall take into account the degree of culpability, the extent of the damage and other circumstances, c.f. FAL § 4-10.

**1.5.4** Loss or damage is compensated to a maximum of the sum insured, but never above the insurance value. The insurance value is calculated to be the cost, including taxes, of buying an equivalent article for the same purpose on the day the damage took place.



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 telephones, digital cameras/video cameras and portable computers an age deduction is made of 25% per year or part thereof from the date of purchase/acquisition.

**1.5.5** Claims for lost/damaged luggage or costs in connection with such can never be for more than the insured party's actual financial loss. Thus costs refunded by other parties are not covered.

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

If the compensation for the loss can be claimed from other parties, the company will pursue the beneficiary's compensation claim for that part of the beneficiary'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 in accordance with market value.

**1.5.7** Gouda has entered into favorable agreements with various suppliers of products and services used in connection with settlement of claims.

Compensation will be fixed at what it costs Gouda to

- a) repair/renovate the damage, or
- b) replace with similar or substantially similar item according to price at the time the damage occurred.

Gouda shall determine which of these alternatives shall be utilized and which repairer or supplier shall be selected. Gouda shall in any claim consider whether the beneficiary may receive cash compensation. Cash compensation shall be equivalent to the amount Gouda would have paid for repair or replacement.

**1.5.8** Should lost items be found, the insured party is obliged to inform Gouda immediately.

When missing objects are found after payment of compensation, the insured party has the right to keep the objects but must repay the compensation. The insured party 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 retains the right to check information supplied by the beneficiary by contacting businesses and other parties.

**1.5.10** Gouda is not obliged to pay compensation until the necessary investigations are completed.

**1.5.11** Just as the beneficiary's right to compensation may be fully or partially annulled as a consequence of the beneficiary's actions or omissions, the same consequence will obtain in cases of similar actions or omissions on the part of the beneficiary's spouse or persons with whom the beneficiary lives in a permanent established relationship, c.f. FAL § 4-11.

**1.5.12** Gouda's right to cancel.

Gouda may cancel the policy with two months' notice in cases where there have been contraventions of the safety requirements in relation to damage, c.f. section 1.1. Similarly the company may cancel the policy with the same notice period should three or more claims have been made under the policy in the course of the previous 12 months, or should the claim history deviate markedly from the normal pattern.

## 2. Call-out

### 2.1

The policy covers reasonable and necessary expenses for travel and accommodation for up to two close family members resident in the Nordic region, and who are summoned due to the serious illness/injury or death of the insured person.

### 2.2

Cover is not given for illness/injury excluded in the illness/injury insurance terms sections 11.2, 11.4 and 12.2. Call-out will not be compensated in cases where it has already been decided that the insured person shall shortly be repatriated to his/her home country.

### 2.3

Gouda's acceptance must be obtained in advance.

### 2.4 What the policy covers

**2.4.1** The policy covers the summoned person's and/or the patient's escort's necessary and reasonable additional expenses for:

- A) Transport – not above economy class
- B) Hospital/hotel accommodation.
- C) Documented expenses for food and local travel.

## 3. Curtailment

### 3.1

The policy covers reasonable and necessary extra travel expenses the insured person, if:

**3.1.1** The insured person is summoned home to a funeral or hospitalization for life-threatening conditions due to serious accident or an acutely serious illness on the part of the following persons/groups of persons resident in the EEA region: spouse or cohabitant, children, grandchildren, parents, grandparents, siblings, brothers-in-law, sisters-in-law and parents-in-law. The policy does not cover repatriation due to very serious illness in the terminal phase in cases where the illness was diagnosed before departure.

**3.1.2** The insured person's presence is required due to fire, break-in, natural disaster or water pipe damage in the insured person's residence, business or office in Norway.

## **4. Personal liability**

### **4.1 What the policy covers**

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

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

The policy covers the economic 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 took place, though with the exclusions listed in section 4.3.

### **4.2**

The insured person must never himself/herself admit liability for damages or accept a claim for compensation. Leave it to Gouda to decide this. Otherwise the insured person may risk having to pay compensation himself/herself, even in claims where the insured party may have no liability for events. Gouda shall be informed immediately of claims and will then make the necessary decisions on how to proceed with the case.

### **4.3 Exceptions**

The policy does not provide for compensation for liability:

**4.3.1** In cases of intentional actions or omissions.

**4.3.2** In connection with the insured person's profession or trade.

**4.3.3** As owner, driver or user of motor vehicles, tools, boats, jet-ski, aircraft (excluding model aircraft), or horses registered for racing or carriage racing which are being trained or participate in races.

However liability as owner, driver or user of the following is covered:

- canoe, kayak, sailboard/surfboard
- hang glider, para-glider
- boat under 15 foot in length with motor less than 10 horsepower
- wheel chair, self-propelled lawn mower, rotary snowplough etc, if not capable of speeds greater than 10 km/h.

**4.3.4** For damage to objects during digging, blasting, piling, sheet piling and demolition as well as landslide, avalanche, earth-slip, breaking of dams and subsidence.

**4.3.5** Toward travel companion, spouse, cohabitant, parents, grandparents, foster parents, parents-in-law, siblings, children, grandchildren, foster children as well as spouses and cohabitants of the aforementioned. It is the family relations at the time of the damage that is relevant.

**4.3.6** For damage to the insured party's share of things which are jointly owned. It is the ownership at the time of the damage that is relevant.

**4.3.7** For distress or other liability for penalties which are meted out in addition to compensation for the injured party's financial losses, e.g. punitive damages, etc. The policy does not cover fines, fees, etc.

**4.3.8** For damage to items belonging to another party, but which the insured party or someone on behalf of the insured party uses, borrows or has received in order to transport or store. However fire or explosion damage to rented hotel rooms or holiday flats is covered, and also damage due to leakage of water/liquid from the building's internal pipelines.

**4.3.9** Which is solely based on promise, agreement, contract or guarantee, including liability the insured party must bear because the insured party has renounced his or her right to legal remedy.

**4.3.10** Executive liability.

**4.3.11** For transmitting communicable diseases.

**4.3.12** Which the insured party has incurred as a result of pollution.

**4.3.13** Which the insured party has incurred on an objective basis for injuries to his/her children, see Norwegian law on tort of 13th June 1969 number 26 on injury compensation § 1-2.

### **4.4 Settlement of claims and quantification of damages**

**4.4.1** In cases where a claim is covered by the policy, Gouda must clarify whether there is a liability for damages, negotiate with the claimant, and if necessary bring a case to court.

**4.4.2** Gouda bears its own costs in deciding compensation, even if these should exceed the sum insured.

**4.4.3** Gouda shall pay costs for an external lawyer or other professional assistance chosen by or accepted by the company.

**4.4.4** If the claim for damages in part is covered and in part falls outside the terms of the policy, then costs are apportioned according to the parties' economic interests in the claim. Should Gouda be prepared to conciliate or make the insured sum available, then the company shall not bear liability for costs which later accrue.

**4.4.5** 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 beneficiary.

## 5. Legal assistance insurance

### 5.1 The policy covers:

**5.1.1** the insured's costs for legal assistance in cases where a dispute under civil law has arisen during the journey or at the place of expatriation, where the insured is a party as a private citizen, requires legal assistance before the journey/stay has ended.

### 5.2 Exceptions

The policy does not cover costs for legal assistance in case of disagreements:

- 5.2.1** between the insured person and the travel agent, the transport organiser, the travel broker, or one or more travel companions.
- 5.2.2** in connection with professional relationships.
- 5.2.3** in connection with family, inheritance or bankruptcy law.
- 5.2.4** in connection with disputes in relation to the insured party's own property, or purchase or sale of property or timeshare.
- 5.2.5** in connection with criminal trials, defamation cases, or claims for compensation in such cases.
- 5.2.6** in connection with traffic cases where the insured used motorised transport.
- 5.2.7** which concern compensation settlements under this or other insurance arrangements under which the insured is covered by Gouda or Gjensidige Insurance.
- 5.2.8** Special conditions:
  - 5.2.8.1** It is a precondition of legal assistance cover that the insured is not entitled free legal aid to conduct the case, and that the disagreement cannot be managed by a publicly recognized administrative appeal body, including appeal court.
  - 5.2.8.2** The legal assistance does not cover actual damages, or penalties or similar, but exclusively those costs that are included under legal assistance and provision of bail/bond.

### 5.3 The insured person's duties and requirements in case of claim

- 5.3.1** Should the beneficiary 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 take place in writing.
- 5.3.2** The insured undertakes to limit costs as far as possible and bear himself/herself those costs which arise without reasonable cause.

### 5.4 Settlement of claim and quantification of damages

**5.4.1** The beneficiary may himself/herself choose a lawyer suitable for the assignment in terms of type of case and the beneficiary's place of abode.

**5.4.2** Gouda may insist on being kept informed of the level of costs and has the same right as the beneficiary to receive documentation as to how the lawyer has calculated his or her fee.

## 6. Delay

### 6.1 Delayed departure

In the case a pre-paid flight is delayed for more than 4 hours, Gouda will refund documented additional expenses for food and/or accommodation to a maximum of kr. 2.500 pr. person, and maximum kr. 5.000 pr. family.

Cover is conditioned by the delay being as a result of weather conditions and/or technical error with the plane, and that the delay in the original flight plan is documented by the airline.

The insurance also covers an extension of the insurance for the extended travel period because of the above mentioned covered delay.

### 6.2 Delayed arrival

- Gouda reimburses necessary and documented additional expenses for return to the planned travel itinerary should the insured person arrives too late for the travel arranger's corresponding means of transport, and this is due to technical error with the plane/train/passenger boat with which the insured has a pre-paid ticket
- weather conditions when the insured is travelling by public transport
- traffic accidents in cases where the insured is travelling by public transport
- traffic accidents which requires rescue of the private vehicle/taxi the insured is travelling with

The following conditions must be in place in order to achieve cover:

- The trip is paid for in advance and the cause of the delay can be confirmed in writing by the travel arranger, transport company or rescue company.
- The insured can with the help of alternative transport, maximum the same ticket class as the original ticket, arrive at the final destination on the pre-planned travel route within 24 hours after ordinary arrival time
- The connecting journeys must have a period of at least two hours from the timetabled arrival to departure on the next means of transport.

During stays at a offshore installation or ships, there must be a period of at least 72 hours (3 days) from planned arrival at Heliport to the next planned departure. Compensation in such delays is limited to include the insured who was delayed from the offshore installation.

When prepaid travel the same day cannot be used because the delay, the insurance covers necessary and documented accommodation with maximum NOK 2,000.

### **6.3 Limitations**

The following limitations apply for sections 6.1 and 6.2:

Gouda does not assume liability for the tour operators's, airline's or transport company's transport/compensation liabilities in respect of relevant laws, regulations or bodies of rules.

## **7. Personal safety**

### **7.1 War evacuation**

Should impending danger of the outbreak of war or warlike circumstances arise while the insured person is staying in the country, the policy covers evacuation to the nearest safe destination in respect of the Norwegian Foreign Ministry's (Utenriksdepartementet) recommendations, as well as extra costs in relation to this. The transportation shall take place at the earliest opportunity after the Ministry's recommendation.

### **7.2 Evacuation due to terrorism**

Should the evacuation be executed after advice from the Norwegian Ministry of Foreign affairs (Utenriksdepartementet) as a result of terrorist actions or serious public order disturbances in countries which before arrival were considered peaceful, the policy covers evacuation to the nearest safe destination in respect of the Ministry's recommendations, as well as extra costs in relation to this. The transportation shall take place at the earliest opportunity after the Ministry's recommendation.

### **7.3 Evacuation due to epidemics and natural disasters**

Should the evacuation be executed after advice from Norwegian authorities as a result of epidemics or natural disasters, the policy covers evacuation to the nearest safe destination in respect of the Norwegian Foreign Ministry's (Utenriksdepartementet) recommendations, as well as extra costs in relation to this. The transportation shall take place at the earliest opportunity after the Ministry's recommendation.

### **7.4 Psychological first aid**

Should a person/persons in the same household and/or the beneficiary's child/children die in an accident, coverage to a maximum of NOK 25,000 is provided for consulting a psychologist for the beneficiary. Treatment is covered for up to two years after the accident. The same household means family members who share the beneficiary's accommodation address.

## **8. Cancellation insurance**

### **8.1 Where the policy applies**

The policy applies for trips and/or rental arrangements throughout the world, but only for trips that begin and are paid for before the departure date and that starts in the EEA or expatriation country.

### **8.2 What the policy covers**

8.2.1 The policy covers the insured's cancellation expenses in respect of established agreements with:

- transport provider
- travel arranger
- hotel or provider of cabin or room to rent

Cancellation expenses means the amount paid for travel and accommodation which is not refunded to the insured on cancellation before departure. Taxes and public charges are not covered by the policy. For cancelled trips to the country of expatriation coverages is only given for the expenses deriving from the trip to the place of expatriation.

8.2.2 The period of cover is calculated from the point at which the trip/rental arrangement is fully or partially paid for to the planned time of departure. It is a precondition that the policy is in operation before the first payment is made.

### **8.3 What Gouda reimburses and what limitations apply**

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

#### **8.3.1**

- acute and serious illness or injury
- death

Compensation under this point comes about when conditions named in point 3.1 occur during the period of cover and befall:

- the beneficiary or the beneficiary's closest family living in the EU area.

- the insured's sole travel companion or that companion's closest family living in the Nordic region. Travel companion means the person in possession of the same travel document/ticket as the insured, or who has booked on the trip with the insured because the trip shall be undertaken jointly.

Closest family means 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.

### 8.3.2

- fire
- break-in
- damage due to natural disaster
- damage from water pipes

Compensation under this section occurs only when these conditions happen to the insured's own accommodation, office or business and where they require the insured to be on site.

**8.3.3** Epidemic, natural disaster, terrorist actions or other warlike actions, which occur within 72 hours before the planned departure from the EEA countries, and make the insured person's entry at the destination country impossible and/or conflict with the Norwegian Foreign Ministry's (Utenriksdepartementet) official travel advice. See however terms and conditions section 8.6.

### 8.3.4 Divorce/separation

Divorce/separation on the part of the insured person, or end of the insured person's cohabitation, within the three months prior to departure. For end of cohabitation it is a precondition that the insured person and the cohabitant have received different registered addresses in the Norwegian population register (folkeregisteret), and that they have lived together at the same registered address for at least 12 months before the end of the cohabitation.

**8.3.5** The insured person is summoned as a jury member, co-judge or witness in a trial less than 14 days ahead of planned travel date.

**8.3.6** Should the insured have received a refund for the price of the trip directly from the travel provider, only the travel provider's cancellation charges shall be reimbursed.

## 8.4 Exemptions

The policy does not cover cancellation due to:

- hospital stays/evaluation procedures/examinations/treatment which take more time than planned
- planned examinations/ treatment/ operations/ rest cures/stays at health farms which are brought forward or postponed
- pregnancy or voluntary termination of pregnancy and associated diseases or illnesses. Cancellation due to serious,

unexpected complications which occur before the 36 week of pregnancy is however covered

- the purpose of the journey no longer applying
- changed conditions at the destination
- fear of flying, or fear of war, terrorism or illness

## 8.5 The beneficiary's duties and necessary measures in case of claim

**12.5.1** In case of claim the beneficiary shall without delay inform Gouda and the travel agency/travel arranger/transport provider/hotel where the trip/rental agreement was purchased. Should Gouda suffer losses, including loss of right of recourse, as a consequence of the beneficiary intentionally or negligently forfeiting his or her rights, the company's liability may be reduced or cease to apply. The decision shall take into account the degree of culpability, the extent of the damage and other circumstances, c.f. FAL § 4 -10

**8.5.2** The beneficiary undertakes to provide Gouda with the available information and documentation that the company requires in order to assess its level of liability and pay compensation. The following must be provided in case of claim:

- original tickets/rental agreements and confirmation that the trip/rental agreement has been paid for, or credit note showing cancellation costs
- doctor's certificate confirming that the beneficiary consulted a doctor before the start of the trip and that the cancellation is due to acute illness/injury covered by the policy
- accident report/valuation report/police report which confirms that the cancellation is due to fire, break-in, damage due to natural disaster or damage from water pipes

**8.5.3** Cancellation expenses may never be claimed for more than the beneficiary's genuine financial losses. Expenses refunded by other parties are therefore not covered.

**8.5.4** Should the cancellation be covered by more than one policy, the company shall be informed and the companies' combined liability shall not exceed the beneficiary's genuine financial losses.

## 8.6 Cover from other sources

The policy does not cover losses or expenses which may be reclaimed from a travel agent/travel arranger/transport company/rental company/hotel or which are covered by other policies. If cancellation expenses can be claimed from others, Gouda shall take over the beneficiary's compensation claim for that part of the beneficiary's loss which has been paid out under the policy, if the cancellation expenses can be claimed from other parties.

## 9. Home contents insurance

### 9.1 Cover and exceptions

The policy covers physical damage to objects that occurs during the period of cover. Expenses for maintenance and improvement are excluded. The policy covers a maximum of the sum insured, as stated in the insurance certificate, with the limitations that follow.

For each case of damage there is an excess of NOK 3,000, unless otherwise stated.

It is a condition of cover that the following safety requirements are observed by the insured person:

- a) The insured person undertakes to perform necessary general upkeep of the place of residence, as well as observing the applicable fire regulations and any additional regulations imposed by the authorities.
- b) The insured person undertakes to ensure that the place of residence is sufficiently heated to avoid frost damage and/or ensure that the main stopcock is turned off.
- c) The insured person undertakes to ensure that doors are locked and keys kept out of the reach of intruders. Windows and other openings must be closed and secured with catches or similar in order to prevent intruders from entering the building/room. Windows that are ajar are not considered secured.
- d) When the insured person leaves a place of residence shared with others, cash, jewelry, watches, photographic and video equipment, mobile telephones, computer equipment and other particularly valuable personal items shall be stored out of the reach of/locked away from intruders.
- e) The insured person undertakes to ensure that bicycles are locked, and that keys are kept out of the reach of intruders.

### 9.2 Damage covered by the policy

#### 9.2.1 Fire

The policy covers damage due to

- a) Fire, i.e. flames burning out of control
- a) Sudden smoke damage
- c) Explosion

Burn and spark damage not due to fire are not covered.

#### 9.2.2 Lightning strike and electrical phenomena

The policy covers damage through direct lightning strike and electrical phenomena. Electrical phenomena means short circuiting, arcing, flashover and excess voltage – also as a consequence of lightning and thunder storms.

#### 9.2.3 Natural disaster

The policy covers damage caused by natural disasters in the form of avalanche and landslide, storm, flooding, flooding due to storm, earthquake and volcanic eruption. For further information see Act on natural damage insurance § 1. Other damage caused by nature, as well as indirect consequential damage is not covered.

#### 9.2.4 Water and other fluids

The policy covers damage through:

- a) Outflows of gas, water or other fluids from pipe-work connected to equipment through breakage, leakage or overflow from such connected equipment. This does not apply to water penetrating into buildings from the outside, unless the damage is covered according to point below.
- b) Sudden water penetration into buildings from the ground or the soil in cases where it leads to visible pooled water at the lowest floor surface. Water in elevated floor construction is not considered pooled.
- c) Outflows from fire extinguishers. Damage through fungus, rot or bacteria as a result of water or fluid damage is excluded.

#### 9.2.5 Theft and criminal damage

The policy covers loss through theft of contents and personal belongings in buildings.

#### Limitations:

- Theft from storage rooms with access from a shared basement, loft, garage or other common area will be reimbursed to a maximum of NOK 15,000
- Theft of bicycles within the municipality (kommune) or the place of residence/study/work will be reimbursed to a maximum of NOK 5,000

In cases of theft there must be visible signs of break-in, which must also be recorded in the police report. The policy also covers sudden malicious damage to doors or windows in connection with break-in in rented or jointly- owned property, to a maximum of NOK 10,000. Damage caused by a member of the household, a tenant or member of a tenant's household, is not covered. Theft from common rooms and shared garages is also excluded, even if the object in question is stored in a locked cupboard or similar.

#### 9.2.6 Frozen food/goods

Frozen food/goods in the freezer are covered with NOK 10,000 per incident if ruined as a result of accidental power failure with a following temperature rise.

### 9.3 What the home contents insurance covers

**9.3.1** Within the limits of the sum insured as shown in the insurance certificate, home contents and personal property is covered. In addition the insurance also covers:

- Up to NOK 10,000 for each pleasure boat up to 15 feet in length, and each outboard motor up to 10 HP
- Up to NOK 10,000 for a trailer for a private car or van
- Hang-glider or para-glider
- Canoes/kayaks/sailboards

The policy does not cover motor vehicles, nor accessories, tyres and rims for motor vehicles.

**9.3.2** In addition to the sum insured as shown in the insurance certificate for home contents and personal property, the following is also covered:

#### 9.3.2.1 Money and securities

Compensation is limited to NOK 10,000.

#### 9.3.2.2 Clean-up and removal.

Expenses for cleaning up and removing worthless remains, after damage to insured objects.

#### 9.3.2.3 Extra expenses for accommodation outside the home.

Necessary additional expenses for accommodation outside the permanent insured residence, in cases where the latter is uninhabitable as a result of damage. Additional expenses for periods over seven days must be arranged in advance with Gouda. Compensation is limited to NOK 40,000 and is calculated according to section 9.6.2 b).

#### 9.3.2.4 Relocation and storage expenses Relocation and storage expenses due to necessary relocation after damage.

### 9.4 Who the policy covers

**9.4.1** The policy covers only the policy holder named in the insurance certificate. If family insurance has been arranged, then spouse/cohabitant/children, as defined in the terms and conditions, are also covered.

**9.4.2** The policy covers other owners of items than the above-named, but only if the person named in 9.4.1 has assumed responsibility in writing for insuring the item, or has agreed in writing to bear the risk for the item.

For sections 9.4.1 and 9.4.2 the following applies:

Gouda may alter or nullify the agreement, with binding effect for the co-insured.

In case of claim, Gouda may deal with the policy holder and pay compensation to him/her, with binding effect for the co-insured, unless the company has received a written declaration of the co-insured's interest: this must take place after the damage occurred, but before settlement of claim.

Cover expires on change of ownership. The policy in place at the time of transfer of ownership nevertheless provides the new owner with cover for 14 days, but not in cases where the new owner has arranged insurance.

### 9.5 Where the policy applies

**11.5.1** The policy covers the place, the insured person's residence, named in the insurance certificate or as named in the employee records (place insured).

### 9.6 Rules for settlement of claim

FAL § 6-1 does not apply. Instead the provisions below apply.

#### 9.6.1 Means of settlement

The basic compensation is determined as what it will cost to:

- repair/renovate the damage
- replace with similar or substantially similar items

Gouda has the right to decide which of these alternatives, and which repairer or supplier, shall be utilized, or may choose to pay cash.

The beneficiary may also choose cash compensation. The compensation may not exceed the amount Gouda would have paid for repair or replacement.

#### 9.6.2 Quantification of damages – contents and personal possessions

##### a) Replacement or repair

Compensation is calculated on the basis of the costs of:

- repair to the same or substantially the same condition as immediately before the damage took place, calculated according to prices on the day of the damage, or
- replacement with similar or substantially similar items, calculated according to prices on the day of the damage – replacement price

The basic compensation may not be set higher than the value before the damage minus the remaining value after the damage according to the rules above.

#### Objects obtained new

On replacement a deduction is made for increase in value where used items are replaced with new items.

For objects other than clothes, shoes and spectacles, electrical devices, machines or apparatus, the deduction is calculated as 5% per year or part thereof after the fifth year of ownership. The deduction shall not exceed 80%.

For clothes, shoes and spectacles a deduction of 10% is made for each year or part thereof after the first year of ownership.



For computer equipment a deduction of 20% is made for each year or part thereof from after the second year of ownership.

For other objects a deduction is made for reduction in value due to age, use, probable working life and reduced utility.

### **Objects obtained second hand**

Objects obtained second hand through inheritance, gift or purchase are reimbursed with the replacement price for similar or substantially similar used condition. In case of claim from the estate or successors of the person named under section 2.3, the compensation shall always be calculated on the basis of objects obtained second hand.

**b)** In calculating additional expenses for accommodation outside the permanent place of residence, expenses that the insured person would have incurred without the damage, and which he or she has incurred since the damage, are taken into account. Deductions will be made for any form of reimbursement for loss of rent, as well as compensation from other insurance companies, and any expenses which have been avoided.

### **9.6.3 Excess**

In calculating compensation an excess of NOK 3,000 is deducted unless otherwise stated below. In case of two or more claims for theft under the contents cover, where the damage has occurred within a period of less than 12 months, the excess shall be NOK 8,000 for the second and subsequent reported thefts. During quantification of a claim, reductions are made with legal basis in the insurance terms and Norwegian law, before the excess is deducted. If the damage is compensated by the company obtaining similar or substantially similar items, the insured person is required to pay the excess to the Company.

### **9.6.4 Ownership rights to damaged items or items which are recovered**

The beneficiary is required to keep a damaged item in order to receive reimbursement for the damage to the object, but the company has the right to take possession of damaged items. Should the object reappear after the payment of compensation, the insured party has the right to keep it by paying back the sum reimbursed. Otherwise the item becomes the property of Gouda.

### **9.6.5 Limitations and care requirements:**

#### **9.6.5.1 Other persons' actions and omissions (identification rules)**

Just as the insured person's right to compensation may be fully or partially lost as a result of the insured person's actions or omissions, similar actions and omissions on the part of the insured person's cohabiting spouse or on the part of persons with whom the insured person lives in a permanent relationship will have the same consequence (see FAL § 4-7).

### **9.6.5.2 Consequences of not complying with safety requirements**

The safety requirements are care requirements which are set in order to prevent or limit damage.

The policy is entered into on condition that the prescribed safety requirements are observed at all times. If the insured person has failed to observe the safety requirements, or to ensure that they be observed, compensation under the policy may be fully or partially voided (see FAL § 4-8).

## **10. General terms and conditions**

In addition to these terms and conditions the following apply:

- Norwegian insurance contracts act of 16 June 1989 nr. 69 (FAL)
- The insurance certificate. The insurance certificate and the specifications stated therein take precedence over the terms and conditions.

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

The following named stipulations and exceptions apply for the basic cover (sections 1-9) and the additional optional cover (sections 11-12).

### **10.1**

It is a condition that the insured person and/or the beneficiary was/were a member/members of the Norwegian national insurance scheme (folketrygden) at time of departure or a public social scheme in other EEA countries .

### **10.2**

It is a condition of cover that the policy is drawn up for the correct geographic region of cover for the insured person's/beneficiary's expatriate country.

### **10.3**

Gouda's liability can be limited by changes in the risks after which Gouda the insurance premium was previously set, c.f. FAL §§ 4-7, 13-6 and 13-7, e.g. if the insured without informing Gouda:

- moves to a expatriate country with a higher insurance premium tariff
- increases members of ones household
- loses his/her right to extended health support services from HELFO Utland (this only applies to those who have had a premium discount because of such rights)

#### 10.4

On trips within the Nordic region expenses will not be reimbursed if they are covered by the Nordic Convention on Social Security (nordisk trygdekonvensjon) or the Norwegian national insurance scheme (folketrygden). In other cases, i.e. where Gouda met financial obligations in respect of the Norwegian national insurance scheme or the EEA treaty's rules on right to support under medical treatment, Gouda may on behalf of the insured person raise any claim against these bodies and keep the sum which otherwise would have been disbursed to the insured person.

#### 10.5

Policies with duration of at least a year are renewed one year at a time, unless the policy holder cancels the agreement within one month of Gouda sending a normal notice of premium for the new insurance year. On Gouda's side notice of cancellation must be given two months before the policy expires. Policy terms and conditions and premium are subject to change, expenses or damage for which compensation is and come into operation from the renewal date.

#### 10.6

The policy covers the period stated in the insurance certificate, and is valid beyond the contractual period in the following cases:

- For up to 48 hours as a result of unforeseen and compelling causes beyond the control of the insured person.
- For up to 60 days when the extension of a trip is due to illness/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 00.00 hours on an agreed later date. The policy is valid until 24.00 hours on the last date in the period insured. The same will apply for subsequent renewals. It is a condition that the premiums shall be paid before the stated payment deadline.

#### 10.7

A person making a claim from Gouda shall provide the company with the information available to him or her, and which the company requires in order to decide on the claim and to pay compensation.

The information is given on the claim form on Gouda's home page [www.gouda.no](http://www.gouda.no).

A person giving false or incomplete information in case of claim may lose all right to compensation from Gouda, both under this and other policy agreements, c.f. FAL §§ 8-1 and 18-1.

#### 10.8 In all cases of injury/illness:

**10.8.1** – the insured person shall without delay consult a doctor, submit to regular treatment and follow the doctor's orders when a claim arises.

**10.8.2** – Gouda's doctor has the right to seek information about the insured person's state of health and treatment from doctors or hospitals which have treated the insured person, and if necessary discuss conditions of which Gouda has knowledge with these parties. Gouda guarantees full confidentiality where such information is concerned.

**10.8.3** – Gouda has the right to require the insured person to submit to examination by Gouda's doctor or a doctor appointed by Gouda. Should Gouda consider it necessary to order a medical certificate from a new expert source, the reasons for this shall be stated in writing. In case of death Gouda has the right to demand an autopsy. In such cases Gouda will pay all costs in relation to the aforementioned.

#### 10.9

The insured person/beneficiary is required to obtain and provide original documentation for sought, including original sales receipts, guarantee certificates, police receipts/reports, reports from transport companies, guides, hotel staff, etc.

#### 10.10

Expenses for transport not arranged by Gouda shall be covered to a maximum of the costs Gouda would have had in ensuring similar transport; the maximum paid will be an amount corresponding to the price of tickets on scheduled flights – no more than economy class.

#### 10.11

Losses in relation to damage in form of costs may never be claimed to more than the level of the beneficiary's genuine financial expenses. Expenses which are refunded by other parties are therefore not covered.

If more than one policy has been issued that covers the damage, then Gouda shall be advised and the companies' joint liability cannot exceed the genuine expenses.

For reimbursement through cash payment under this policy, Gouda assumes all the rights of the insured in this respect. Gouda is entitled to seek legal remedy from a third party to the extent that Gouda has disbursed compensation. Expenses in connection with any lawsuit for legal remedy shall be covered by Gouda.

### 10.12 The policy does not cover:

- a) claims arising from the insured person's/beneficiary's intentional self-induced intoxication, or intentionally being under the influence of narcotics, medicines or other intoxicating substance, unless it can be proven that the damage is not connected to this, c.f. FAL §§ 4-9 and 13-8. This applies to all cover under this policy. In cases of damage to property where deception is excluded, partial liability may nonetheless be imposed upon Gouda, c.f. FAL § 4-9.
- b) The insurance does not cover participation in scientific expeditions, unless this is specifically agreed-upon and specified in the insurance certificate.
- c) Indirect losses.
- d) Claims that arise as a direct or indirect consequence of: Strikes, lockouts, arrest, bankruptcy, seizure or other interventions undertaken by a public authority.
- e) Claims that are covered by another policy. This exception does not apply to the accident cover in section 12.1.1 and 12.1.2.
- f) pilots and co-pilots while flying.
- g) active participation in terrorism, war, uprisings, etc.
- h) damage that is a direct or indirect result of the release of nuclear energy or radioactive forces or radiation from radioactive fuel or waste.
- i) force majeure of any kind.

### 10.13

Should the insured person/beneficiary through gross negligence have brought about the claim or increased the level of damages for insurance other than life assurance, then Gouda's liability may be reduced or cease to apply. The decision shall take into account the degree of culpability, the extent of the damage, whether the insured person/beneficiary was suffering self-induced intoxication, the impact of Gouda's liabilities being reduced or ceasing to apply for the person claiming against the policy or for other persons who are financially dependent on him or her, and other circumstances, c.f. FAL §§ 4-9 and 13-9.

Gouda may not invoke the rules stated in 13.13, a) and 13.14 if the insured person/beneficiary could not understand the consequences of his or her actions due to age or state of mind, c.f. FAL §§ 4-9, 13-8 and 13-9.

### 10.14 Coverage in case of war:

The policy does not cover damage caused directly or indirectly as a result of war or warlike actions. The policy does however cover up to 30 days from the start of events named in this point, in cases where the insured person was expatriated or on holiday in an area which before entry was designated as peaceful.

The limitations and exceptions elsewhere in the terms and conditions apply during the assessment of compensation levels and the quantification of damages.

Gouda does not accept liability in any claim for damages at the outbreak of war or serious unrest/revolt in areas where there is a state of war/unrest when the insured person enters the area/country – unless this has been agreed and shown in the certificate of insurance.

### 10.15

Safety requirements have been prescribed to prevent or limit damage/loss. The safety requirements must be complied with.

Should a safety regulation be infringed, Gouda's liabilities may be reduced or cease to apply. Such a proviso cannot be enforced should the insured person/beneficiary not be to blame, or be only partially to blame, or if the insurance case is not due to the infringement.

Even though the company may take into account an infringement of the safety requirements, it may nonetheless have partial liability imposed upon it. The decision must take into account the type of safety regulation that has been infringed, the degree of culpability, the extent of the damage, whether the insured person/beneficiary was in a state of self-inflicted intoxication and other circumstances, c.f. FAL §§ 4- 8 and 13-9.

### 10.16

Complaints in relation to the insurance agreement may be directed to the Office of Insurance Complaints, Finansklagenemnda, Po. Box 53 Skøyen, 0212 Oslo, tel.: +47 23 13 19 60.

### 10.17

Any person guilty of deception against Gouda loses all right of compensation from Gouda under this and other insurance contracts in the matter of the same occurrence, and Gouda may cancel any and every insurance contract with the insured, c.f. FAL §§ 4-2, 4-3, 8-1 or 13-2, 13-3 and 18-1.

### 10.18

All claims received by an insurance company are also registered in the Insurance Companies' Claims Register (FOSS). By registering claims the insurance company automatically gains a summary of all claims in the register from the same customer, including claims submitted to other insurance companies. Companies may only access information in the register when registering claims. The register is not available to other parties. Claims are deleted after 10 years. The policy holder has a right to

access the register in accordance with Norwegian law "Personopplysningsloven § 18", and such requests must be made in writing to the insurance company concerned.

### **10.19 Notification time limits and statutory limitations**

Loss/damage shall be reported to Gouda without delay, c.f. FAL §§ 4-10 or 13-11. The beneficiary shall lose the right to compensation should the claim not be reported to the company within a year of the insured learning of the conditions which form its basis, c.f. FAL §§ 8-5 or 18-5. The beneficiary's claim may also expire according to the provisions in FAL §§ 8-6 or 18-6. Gouda is freed from liability if the insured has not lodged a claim or demanded a tribunal hearing within six months of the insured receiving written notification that the company does not regard itself as liable and where he or she is concurrently reminded of the time limit, when the time limit falls, and the consequence of exceeding it, c.f. FAL §§ 8-5, 18-5, 20-1.

### **10.20 Maximum cover**

Those in the insurance terms mentioned maximums of covers make up the limit for Gouda's responsibility of cover per claim under the respective covers.

For one insurance claim Gouda covers a maximum of NOK 50 million, non-dependent of the number of insured persons or cover affected. With insurance claim means all damage due to or caused by/in the same incident. If the maximum limit per insurance claim is reached, all insured 20 persons must withstand a proportionate reduction of the insurance payments.

### **10.21 Choice of law and legal venue:**

**10.21.1** The insurance agreement is governed by Norwegian legislation insofar as this does not contravene Norwegian law nr. 111 of the 27th November 1992 concerning choice of law in insurance, and insofar as no other arrangement is in place

**10.21.2** Disputes concerning the insurance agreement shall be decided by Norwegian courts, unless this contravenes unalterable rules in current legislation, and insofar as no other arrangement is in place.

### **10.22 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 its proportional share of loss or damage only. (This provision applies in circumstances where the case is decided according to foreign law).

### **10.23 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 in circumstances where the case is decided according to foreign law).

### **Optional additional cover**

The following covers can be bought as an addition to the main policy. The insurance certificate will show whether the illness cover has been selected. The general terms and conditions in section 10 also apply to this additional cover.

## **11. Illness cover**

### **11.1 What the insurance covers**

The insurance covers expenses for:

- 11.1.1** Necessary and normal medical treatment outside Norway occurring in the policy period during the insured party's visit and travel, and due to acute illness or serious injury in an accident. Deterioration/change in an existing illness/chronic medical condition, which Gouda has not excluded in the insurance certificate, and which requires emergency treatment in order to return the insured person back to his/her state of health before the deterioration/change
- 11.1.2** Necessary doctor's check-ups/follow-ups and necessary medication, prescribed by the doctor, due to an existing illness/chronic condition

### **11.2 What the policy does not cover**

The policy does not cover:

- check ups and treatment of any injury/illness Gouda has excepted in the insurance certificate, where individual health checks are agreed upon.
- evaluation procedures and other non-medication-based treatments, such as operations, radiotherapy etc., due to illness/disease that was known before the insurance agreement was entered into
- expenses accrued in USA, Brazil/China in cases where the insured person has travelled there for medical treatment begun in another country

- expenses which occur after the insured person has returned to his/her home country after ended expatriation
- expenses for treatment of illnesses/diseases which have begun before the insurance agreement was entered into, and which the insured person has not declared on the medical declaration
- expenses for treatment of illnesses/diseases which Gouda has excluded in the insurance certificate

### 11.3 What the policy covers

Policlinical treatment prescribed by a doctor

**11.3.1** Medical treatment and treatment expenses after referral by doctor. The policy covers a maximum of NOK 65,000 per insured person per year insured for expenses as follows:

- fees for consultation by general practitioner/consultant
- treatment by physiotherapist/chiropractor
- psychiatric treatment where referral is by a doctor specialising in psychiatry
- samples, tests and X-rays
- medicines, bandages/plaster casts
- necessary vaccines

The policy covers the following without limit to the insurance sum

- MR/CT/PET scanning
- examinations and treatment for cancer discovered during the period of cover
- surgery

Hospital stays and day surgery

**11.3.2** The policy covers the following without limit to the sum

- hospital stays including treatment, medicines and bandage/plaster casts
- doctor's fees for examinations, anesthesia and surgery
- operations and treatment/stays in intensive care
- pathology, laboratory tests, X-rays, MR/CT/PET scanning and physiotherapy
- artificial body parts (not teeth) which are implanted in order to replace one or more destroyed/damage body parts
- examinations and treatment for cancer
- accommodation for one parent at a hospital in cases where a child covered by the policy is hospitalized.
- psychiatric treatment for up to 90 days in the course of the policy's term

Pregnancy/birth

**11.3.3** The policy covers a maximum of NOK 100,000 per year insured for expenses due to normal pregnancy check-ups, normal birth and follow-ups immediately after the birth. The policy excludes pregnancies where the expected due date is less than 40 weeks after the policy is purchased/entered into.

Ambulance

**11.3.4** Necessary ambulance transport from home, place of work, accident/illness location, airport/harbor to place of treatment.

Personal expenses due to hospital stay

**11.3.5** In case of hospitalization as a result of unexpected acute illness or serious accident, necessary documented personal expenses in the form of food, telephone, toiletries etc., are covered to a maximum of NOK 1,000.

Dental treatment

**11.3.6** The policy covers expenses for emergency dental treatment to a maximum of NOK 6,000 per insured person per year insured. For any emergency dental illness/tooth damage, expenses for the first dental appointment and follow-up treatment over the next 14 days are reimbursed.

Patient Escort

**11.3.7** The policy covers necessary documented additional expenses for travel, food and lodging when required for an escort, in cases where the insured person is affected by a claimable insurance incident as described in section 11.3, and where the escort shall:

- accompany the insured person at the destination until repatriation/onward travel is possible in cases where repatriation/onward travel is delayed/altered on the orders of a doctor at the location
- accompany the insured person on a journey to a place of treatment or to the home address

Replacement by colleague

**11.3.8** The policy covers necessary and reasonable travel expenses for a colleague to replace the insured person after a claimable repatriation. The replacement must take place within 14 days after the repatriation.

Return to location

**11.3.9** The policy covers the insured person's reasonable and necessary expenses for return travel within one month to the place where the accommodation/trip was interrupted.

Delay/return to planned itinerary

**11.3.10** The policy covers necessary documented travel and overnight accommodation expenses in cases where the insured person, for medical reasons and on doctor's orders, cannot follow his/her planned itinerary. Additional expenses shall not be reimbursed in cases where the insured person has returned to his/her place of deployment.

## 11.4 Exceptions

The policy does not cover expenses due to:

**11.4.1** The following high-risk activities:

- boxing, judo, karate and similar martial arts, as well as training for these
- voluntary participation in fights
- committing or contributing to criminal acts

**11.4.2** Treatment or accommodation after the point in time where the insured person fails to allow himself/herself to be transported home, in cases where Gouda's doctor has decided that repatriation shall take place.

**11.4.3** Treatment or accommodation in cases where Gouda's doctor has decided that treatment can wait until return to the insured person's home country.

**11.4.4** The insured person not following the recommendations of the doctor providing treatment and/or Gouda's doctor.

**11.4.5** Expected medical complications after accident, disease or illness which has not occurred during the period of cover.

**11.4.6** Expenses for search and rescue actions

**11.4.7** Treatment for infertility, contraception, sterilization, sex change, induced abortion, caesarian section if not medically necessary or treatment for resulting illnesses or complications in connection with any of these.

**11.4.8** Treatment for AIDS, preconditions to AIDS and any other disease, consequence or complication connected to such.

**11.4.9** Additionally, the policy does not cover expenses for:

- Spectacles, contact lenses/hearing aids, false teeth or other prostheses, including testing and adjusting of these
- Stays of rest or health farm visits
- Stays and treatment in private clinics in Norway or other Nordic countries

- Plastic surgery operations and cosmetic operations, or treatment of resultant illnesses or complications in connection with these, unless they become necessary due to an injury which requires hospital treatment 24 hours after the injury occurs.
- Medical treatment not recognised by the national health authorities, or alternative forms of treatment (such as naturopathy, homeopathy, kinesiology, etc.)
- Injuries, diseases or illnesses due to use of narcotics, medicines or alcohol
- Health check-ups and routine checks without specific symptoms of illness
- Injuries, diseases or illnesses due to nuclear irradiation or chemical pollution
- Age-related deafness
- Speech, learning and behavioural/developmental problems
- Snoring/sleep-related breathing disturbances/problems
- Treatment of sexual dysfunction
- Dental treatment without acute cause, such as check-ups, orthodontic work, bleaching, plaque removal
- Dialysis for more than 30 days
- Economic losses not named in section 11.3.

## 11.5 Home transport (medical evacuation)

**11.5.1** The policy covers:

**11.5.1.1** In case of acute illness/ injury on the part of the insured person costs of ambulance transportation to a place of treatment or to home town in Norway in cases where adequate medical treatment cannot be given where he/she is. Ambulance transportation shall be approved in advance by Gouda's doctor. Possible return travel in the period of cover, or after treatment is completed, shall be approved by Gouda's doctor.

Gouda's doctor can determine that the insured should be transported to his/her home country for treatment/rehabilitation when such transport is medically approvable.

**11.5.1.2** Expenses for accompanying doctor or nurse if deemed necessary by Gouda's doctor.

**11.5.1.3** Reasonable documented expenses for taxi or ambulance ordered by doctor from a hospital to the insured person's residence in Norway. This coverage comes into place on discharge in cases where Gouda has repatriated the insured person home to a hospital in Norway.

**11.5.2** In case of death the cost of transport of the deceased to the insured persons home country is covered, including payment for possible legal requirements where such transport is concerned.

### **11.5.3** Exceptions:

The policy does not cover repatriation expenses if:

**11.5.3.1** Gouda's doctor has decided that the treatment can wait until the planned return to Norway.

**11.5.3.2** The transportation has not been approved by Gouda.

**11.5.3.3** The insured person has arranged transportation himself or herself, and Gouda has incurred costs the company would not have incurred had Gouda arranged the transportation.

**11.5.3.4** The repatriation takes place as a consequence of the insured party's fear of infection risks.

**11.5.3.5** The insured party does not follow instructions from the doctor providing treatment and/or Gouda's doctor.

**11.5.3.6** The repatriation is due to very serious illness in the terminal phase and the illness was diagnosed before departure.

**11.5.3.7** The repatriation is due to a treatment requirement that was known before departure from one's home country.

**11.5.3.8** The repatriation is due to pregnancy, birth or abortus provocatus, including illness or disease as a result of pregnancy. Serious and acute complications before week 36 are covered.

### **11.5.4** Treatment after return to home country:

In the case the insured person is medically evacuated to his/her home country in accordance to section 11.5.1.1, and the home country does not have an available public health service, Gouda will cover medical expenses with a maximum of NOK 300,000.

**11.5.5** Gouda does not cover other expenses than those described in section 11.5.1 or indirect loss inflicted upon the policy holder or the insured person as a result of the home transport.

## **11.6 Qualification of damages**

Responsibility for documentation

**11.6.1** The insured person shall without delay consult a doctor and follow his/her recommendations concerning treatment. The insured person must in addition ensure written confirmation from the doctor providing treatment at the location, and be able to provide documentation showing that the expenses accrued are due to the causes named in section 11.1 and have occurred during the period of cover.

**11.6.2** Gouda shall have the right and the opportunity to obtain/exchange information relevant to the current claim from doctors, hospitals, etc.

## **12. Accident cover**

The policy covers the insured person's injuries due to an accident during the period of cover.

Accident is defined as physical damage to the body caused by a sudden external physical event, an accident, occurring within the insurance period. The claim is considered to have arisen at the moment of the accident, even if the consequences of the injury are not clear at this moment.

### **12.0**

It is noted in the certificate of insurance if the cover is purchased. The maximum sum is as shown in the summary of cover, page 3, and applies in case of death or 100 % medical invalidity as a direct consequence of an accident. Different sums apply to children under 21 years of age.

Treatment costs that accumulate within two years as the result of an accident, will be reimbursed to a maximum of NOK 25,000.

After the 67 birthday the sum insured in case of death/invalidity is limited to NOK 100,000, and expenses for treatment is limited to NOK 5,000.

### **12.1 What types of damage Gouda accepts liability for, and what limitations apply**

The following types of damage are compensable:

- Death
- Permanent medical invalidity
- Costs of medical treatment
- Search and rescue expenses
- Recruitment expenses
- Psychological first aid
- Adapting the place of work
- Bone fractures

#### **Death**

**12.1.1** When an accident covered by the policy results in the insured party's death within a year, the death benefit payment shown in the insurance certificate will be paid, minus any previously paid invalidity benefit.

Should the insured person die of other causes within a year of the injury, neither death benefit nor invalidity benefit will be paid.

Should the insured person die from the injury more than a year after the accidental injury took place, the death benefit payment shall not be made, but invalidity compensation will be paid according to the degree of invalidity the injury would have led to had death not occurred.



## Permanent medical invalidity

**12.1.2** The insured person may claim invalidity compensation in cases where an injury has led to medical invalidity which is deemed to be permanent. For complete invalidity the entire sum insured is paid, and for partial invalidity a correspondingly smaller proportion of the sum is paid. It is a condition of cover that the insured person is alive at the time the compensation payment is made.

Permanent medical invalidity is determined on the basis of the table published by the Norwegian Ministry of Health and Social Affairs (Sosialdepartementet) in the regulations of 21. April 1997, parts II and III, but not the additional regulations of the Norwegian national insurance scheme (Folketrygd). The assessment will be made purely on the basis of the table.

In cases of injuries not included in the table, the degree of invalidity will be determined on the basis of an approximate comparison with the assumptions in the table. In cases of injury to the named limbs and organs, the table's assumptions will form the limit of Gouda's liability for damages in any circumstance. In compound injuries in a single organ or limb, the combined loss of function will be assessed in relation to the relevant assumption concerning complete loss of function in that single limb or organ.

The combined degree of invalidity in cases of loss of several organs or limbs may not exceed 100%. Loss of or damage to limbs or organs that were completely unusable before the injury occurred does not form grounds for compensation. In cases where a limb or organ was partially lost or unusable, a corresponding deduction will be made. In cases where illness or disease contribute to the invalidity resulting from the injury being greater than it would otherwise be, the principle outlined in the paragraph above will be used to apportion compensation. Tooth damage or apparent disfigurement do not entitle the insured party to invalidity compensation.

Invalidity compensation will be payable at the earliest one year after the circumstance of claim occurred. Should it be appropriate for the company to pay a part of the claim at an earlier point in time, a corresponding advance will be paid. If any of the parties believe that the degree of medical invalidity may change, final settlement may be postponed, for no longer than three years after the circumstances of claim arose.

## Treatment expenses

**12.1.3** If the injury causes necessary expenses for treatment in Norway within two years from the day of the injury, expenses to a maximum of NOK 25,000 will be reimbursed for:

- doctor and dentist. Tooth damage which is a direct result of an accident will only be covered to the extent that treatment is not covered by other means. It is a condition for cover of tooth damage that treatment is approved in advance by Gouda, and

that it begins as soon as possible after the accident. Chewing damage during eating is excluded.

- dressings and medicines prescribed by a
- doctor or dentist.
- prostheses.
- treatment and accommodation at public hospitals as well as physiotherapy treatment and treatment by chiropractor in cases where the treatment is ordered by a doctor.

Costs are excluded for treatment for injuries arising from taking part in football (soccer), handball, rugby, American football, bandy and ice hockey matches which are compulsory or recognized by association or regional sports union.

Expenses for accommodation in hotels, convalescence home or similar are not covered. The policy does not cover additional expenses for accommodation or treatment in private hospitals or by doctors in private practice – unless the aforementioned are performing grant-funded public health work.

The insured person undertakes to provide proof of the procedure with original receipts or invoices for costs claimed, and may only claim reimbursement for that part of the costs that is over and above what can be claimed from other parties.

Taxi to/from workplace and place of treatment:

Should the insured person have been hospitalized due to an accident the insurance shall cover taxi travel directly to/from place of treatment and directly to/from work in cases where it is medical necessary that no other form of transport be used. Maximum reimbursement is NOK 1,000 per day.

## 12.2 Damage Gouda does not cover

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

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

## Intent

**12.2.2** Gouda is not liable if the insured party has intentionally caused the circumstances of the claim. Gouda is however liable for injuries due to acute mental derangement whereby the insured

party because of age or state of mind could not comprehend the effect of his or her actions, namely bodily damage.

Gouda is not liable for suicide or attempted suicide as a result of mental disorder.

The person raising the claim has the burden of proving that the suicide or attempted suicide is the result of an acute mental derangement, whereby the insured party, because of age or state of mind could not comprehend the effect of his or her actions – and not a mental disorder see first and second section above.

### **Profession/trade**

**12.2.3** Unless specially arranged, the policy does not cover injuries due to professional activities, unless the profession takes the form of supervision, office work or handicraft which involves little physical activity and/or is carried out without use of industrial equipment/machines.

Professions covered in respect of the above, but which take place in the fields of offshore, maritime or air transport, in explosive or ammunitions factories or the transport industry are excluded in any and every circumstance.

Examples of professions for which accident cover is not provided: forester/farmer, electrician, painter, warehouse worker, building worker, plumber, driver, carpenter, road worker, construction worker, cleaner, military/police/fire service workers other than office workers.

Examples of professions which are covered: watchmaker, nurse, housewife, hairdresser and goldsmith.

### **High-risk activities**

**12.2.4** The policy does not cover the following high-risk activities:

- professional riding, boxing, judo, karate and similar martial arts and/or training for these
- voluntary participation in fights
- participating in or contributing to criminal activity

### **Aviation**

**12.2.5** For accidents arising in relation to aviation, compensation will only be awarded in accidents which affect the insured party as a passenger in aircraft with national designation.

### **Military service during peace time**

**12.2.6** Unless specifically agreed, the policy does not cover military service during peace time served in armed forces outside Norway, except in cases where the claimant can document that the injury is not due to such service.

### **Drowning**

**12.2.7** The policy does not cover drowning injuries, unless the person raising the claim can document that the drowning was most probably not due to disease, illness, or conditions which Gouda's terms and conditions exclude.

### **Medical treatment/use of medication**

**12.2.8** The policy does not cover injury or damage caused by medical investigation, treatment or similar, nor by ingestion of medicines, unless the insured party is under treatment for an injury Gouda accepts liability for. In no circumstances does the policy cover injuries or damage caused directly or indirectly by ingestion of sleeping medication or pain control medication or narcotics.

### **Limitations in case of illness and other exceptional circumstances**

**12.2.9** The policy does not cover injury or damage due to sickness, stroke, fainting or other illness.

The policy does not cover the following diseases or illnesses, even in cases where injury due to accident can be proven to be the cause:

- stroke
- myocardial infarction
- cancer
- pain condition
- 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 accidental injury
- Neurosis
- infectious diseases, unless the infection originates from a laceration caused by an accidental injury
- all forms of hepatitis and illnesses caused by HIV infection

### **Cancer, light and temperature.**

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

### **Poisoning**

**12.2.11** The policy does not cover injury or damage caused by poisoning of food, drink or stimulants.

### **Actions taken to prevent damage**

**12.2.12** None of the above mentioned exceptions obtain if the damage or injury is due to an action that was intended to prevent damage to persons or property, and the action in the existing circumstances could be viewed as reasonable.

## **12.3 Settlement of claims and quantification of damages**

### **Principles**

**12.3.1** Gouda shall be notified of deaths and permanent medical invalidity as quickly as possible. The claim must also be sent to Gouda without delay.

**12.3.2** The insured person and the company have the right to obtain declarations from doctors and specialists which are relevant to the determination of the grounds for the calculation of damages.

**12.3.3** If it may be assumed that the insured person's condition will improve with an operation or other form of treatment, and the insured person declines the treatment without good reason, the possibility of improvement that such a treatment would have brought shall none- the less be taken into account, c.f. FAL § 13- 12.

**12.3.4** Unless otherwise stated in the insurance certificate, the compensation will be disbursed to the insured person or their successors, c.f. FAL § 15-1.

**12.3.5** Claims become due for payment as soon as Gouda has had reasonable time to clarify the distribution of liability and determine its own ultimate level of liability. See also section 3.1.2 on invalidity caused by injury. If it becomes clear at an earlier point in time that the company shall in any case pay a part of the claimed sum, a corresponding advance shall be paid, c. f. FAL 8-2.

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