



Business FLEX

Terms and conditions 676.1

Effective January 2016

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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

Insurance terms and conditions 676.1

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.

Cover overview Business FLEX Standard

BASIC COVER	SUMS COVERED (NOK)		Clause of the terms and conditions
	Single person	Family	
	Total up to 30,000	Total up to 60,000	
Luggage, including:			
- Employer's property	15,000	15,000	1.2
- Cash	3,000	3,000	1.2.1
- Travel documents	15,000	15,000	1.2.2
- Valuables (groups)	15,000	15,000	1.2.3
- Individual items	15,000	15,000	1.2.4
- Theft from vehicle	10,000	10,000	1.2.5
- Bicycle	3,000	3,000	1.2.6
- Delayed luggage	3,000	7,500	1.3.8
- Delayed luggage, business travel	6,000	0	1.3.8
Travel illness cover			
- Medical expenses	Unlimited	Unlimited	2.1.1
- Dental treatment, accident	5,000	5,000 per person	2.1.2.1
illness	1,000	1,000 per person	2.1.2.2
- Travel companion/escort	25,000	25,000	2.1.3
- Replacement	Unlimited	0	2.1.4
- Return journey	Unlimited	0	2.1.5
Accident			
- Death, adult	200,000	200,000	3.1.1
child	50,000	50,000	
- Permanent medical disability, adult	200,000	200,000	3.1.2
child	500,000	500,000	
- Medical treatment expenses after return to the Nordic region	25,000	25,000 per person	3.1.3
- Recruitment costs	0	0	3.1.4
- Adjustment of workplace	0	0	3.1.5
- Broken bone	0	0	3.1.6
- Taxi work/treatment	10,000	10,000	3.1.7
Repatriation	Unlimited	Unlimited	4.1
Travel companion/Summoning	35,000	35,000	5.1
Emergency summons home	Unlimited	Unlimited	6.1
Interrupted travel	25,000	40,000	7.1
Personal liability	6,000,000	6,000,000	8.1
Legal expenses	25,000	25,000	9.1
Delay			
- Delayed departure	2,500	6,000	10.1
- Delayed arrival	20,000	40,000	10.2
Personal safety			
- Evacuation, war	Unlimited	Unlimited	11.1
- Evacuation, terrorism	10,000	25,000	11.2
- Evacuation, epidemic/disaster	Unlimited	Unlimited	11.3
- Retention by authorities	25,000	50,000	11.4
- Kidnapping	0	0	11.5.2
- Consultant on release	0	0	11.5.3
- Search and rescue costs	0	0	11.6
- Psychological first aid	5,000	10,000	11.7
Cancellation	40,000	100,000	12

Business flex terms and conditions

A. Area and period of cover

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

The insurance certificate will state whether the insurance applies during business, holiday and/or leisure trips, and whether Standard or Super cover has been chosen. Under Standard cover the insurance applies to trips of up to 45 days' duration and under Super cover to trips of up to 60 days' duration, unless stated otherwise in the insurance agreement.

This is subject to the condition that the trip takes place within the period for which the travel insurance has been taken out. The duration of the trip is calculated from the date of departure from the home address/workplace in the Nordic region registered in the insurance certificate, and until returning to the same location. For commuters/students travelling from a temporary place of residence in the Nordic region, the duration of the trip is calculated from departure from the home until returning to the same place, or to a permanent address in the Nordic region. For employees in the shipping industry who travel after signing off the duration of the trip is calculated from leaving the ship after signing-off.

If the trip will last longer than the days covered by the insurance, it is possible to take out additional insurance in advance for the surplus days.

B. Who is covered by the insurance

The insurance covers the individual(s) employed by the insurance holder in accordance with the insurance certificate, who are members of a Nordic National Insurance Scheme, have a permanent residential address in the Nordic region registered in the National Population Register, and who will be returning to the Nordic region at the end of the trip.

The insurance may not be taken out for persons who have reached 75 years of age, unless a special agreement has been established.

If insurance has been taken out for the employee's family, the following will be covered:

- a) A spouse/cohabiting partner who is co-insured must have the same address as the insurance holder, and be registered in a National Insurance Scheme in the Nordic region. A cohabiting partner covered by the policy does not have the same rights as

a spouse when it comes to the payment of death benefit. If no beneficiary is named, the death benefit will be paid to the insured's heirs in accordance with the law, cf. Section 15-1 of the Norwegian Act relating to insurance contracts (FAL).

- b) Biological children, adoptive and foster children are covered by the family insurance until the child has turned 21 years old. It is a prerequisite that the child has the same residential address in the National Population Register as one of the parents. Adoptive and foster children are covered from the moment actual responsibility for the care of the child is assumed.
- c) Under super cover, the grandchildren and great grandchildren younger than 21 years are covered by the insurance when they travel with the insurance holder.

C. Contact in the event of a claim during travel and documentation the insured must submit with the claim

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

Emergencies:

If while travelling the insured is in an emergency that relates to the travel insurance, we request the insured, the attending doctor, the employer or the insured's next of kin to contact Gouda's Alarm Centre, A.C. Meyers Vænge 9, 2450 Copenhagen SV, Denmark. The Alarm Centre is open 24 hours a day, 365 days a year, and can be reached on the following telephone number:

Gouda Alarm Centre

Telephone +45 33 15 60 60/+45 69 66 10 10

Telefax +45 33 15 60 61

E-mail: alarm@gouda.dk

When you contact the Gouda Alarm Centre, you will speak to a service coordinator who will provide you with the necessary assistance. If the inquiry relates to illness or an accident, doctors are on hand to initiate a dialogue with the attending doctor. The insured is required to follow the directions provided by the doctor and the Alarm Centre.

All other cases:

In all other case, such as the submission of bills for reimbursement, our office in Oslo can be contacted. You can also contact this office to discuss claim questions that are not emergencies.

Gouda Travel Insurance

Postbox 700 Sentrum
NO-0106 Oslo
Telephone: + 47 24 14 45 70
Telefax: + 47 24 14 45 71
e-mail: skade@gouda.no

Instructions for different types of cases:

For obvious reasons, we cannot foresee every type of injury or accident that the insured may experience during his or her trip, but in this paragraph we explain what to do in the event that something happens that relates to this insurance cover.

The description below must always be read in conjunction with the Terms and Conditions for the policy (see paragraph E):

Serious illness/Injury/Death

Please contact the Gouda Alarm Centre immediately, unless the inquiry relates to a normal doctor's visit estimated to cost no more than NOK 2,500

The Gouda Alarm Centre will provide guidance and, if necessary, will allocate a doctor to the case to ensure that the insured receives the optimal treatment. The Gouda Alarm Centre will, when cover exists, be able to provide a guarantee to the hospital or doctor, so that the insured does not have to pay out large amounts.

The claim form must be submitted to Gouda's Oslo office as soon as possible. Make sure to obtain the necessary documentation regarding the treatment and a medical certificate that includes the diagnosis and information on any medications prescribed.

The insurance covers treatment in private and public treatment centres outside the Nordic countries. For travel to EEA countries, the insured should carry a European Health Insurance Card which can be presented at public treatment facilities. The necessary documentation can be ordered from HELFO's website.

Delayed Luggage

The claim form, including a confirmation of the delay from the transport company, the original luggage tag, and original receipts from replacement purchases, must be submitted to Gouda's Oslo office as soon as possible.

Luggage Insurance

In the event of theft, assault, robbery etc., Gouda's compensation liability depends on the insured having immediately reported the event to the local police. If the luggage is damaged in transit or while in the care of the airline, the insured must report the damage to the company in question and obtain documentation of this report (PIR report).

If the damage has resulted in a loss valued at more than NOK 10,000, you are requested to contact Gouda's office in Oslo as soon as possible. The office is open every business day.

The claim must be submitted to Gouda's Oslo office as soon as possible. Enclose the original receipt issued by the relevant authority for the report of the theft/damage, and original documentation of the value of the stolen or damaged items.

Emergency summons home

The Alarm Centre should be contacted immediately for an assessment of whether the circumstances entitle the insured to compensation for an emergency summons home. If it does, the Alarm Centre will organise the emergency trip home and any return.

Personal liability

Contact Gouda's Oslo office as soon as possible to discuss the case with them. If you need immediate assistance, you are welcome to contact the Gouda Alarm Centre.

The insured must never admit personal liability. Let Gouda make the decision about personal liability. If the insured admits personal liability, he/she risks having to pay compensation him/herself, including for damages the insured may not be liable for.

Legal assistance

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

Cancellation due to illness

Cancellation due to illness requires the insured to have a medical certificate. Therefore, a doctor should be consulted in order to discuss the situation with him/her. Following this, contact Gouda's Oslo office. Remember to cancel your ticket via the travel agency immediately upon learning that you cannot travel.

D. Definitions

Acute illness:

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

Alarm Centre:

Gouda Alarm Centre

A.C. Meyers Vænge 9

DK 2450 Copenhagen SV, Denmark

tel. +45 33 15 60 60

fax: +45 33 15 60 61

E-mail: alarm@gouda.dk.

Sole travel companion/escort:

“Sole travel companion/escort” refers to the person listed on the same travel document/ticket as the insured, or who has booked travel together with the insured for the purpose of travelling together.

The Insured:

The person whose life and health this policy relates to.

Policyholder:

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

Gouda:

Gouda Travel Insurance – part of the Gjensidige Group The Insurer is Gjensidige Forsikring ASA, Norway, Business Org. No. 995 568 217.

Doctor:

“Doctor” refers to someone who is trained and has been authorised as a doctor by the authorities in the country in question, and who is not the insured, related to the insured, or travelling with the insured.

Extra expenses:

Extra expenses mean expenses the insured is required to pay in connection with damage/an event that is covered by this insurance. If the expenses would have been incurred irrespective of the insured event, the expenses are not considered to be extra and are therefore not covered.

Travel expenses:

Reasonable additional expenses to cover transport, though to a maximum equivalent to the price of an economy-class ticket on an ordinary passenger flight.

Cohabitant:

“Cohabitant” refers to the person the insured lives with in a marriage-like relationship and who is registered at the same address as the insured in the National Population Register when the insurance is taken out.

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

By parents-in-law/brothers-in-law/sisters-in-law are meant parents/siblings of a spouse, as well as parents/siblings of a cohabitant.

The insured:

The person who, according to the insurance agreement for general insurance, holds the right to compensation or the insurance sum. For third-party liability insurance, the insured is the person for whom third-party liability compensation is covered.

Travel companion:

Person who is already with the insured at the destination.

Chewing damage:

Chewing damage refers to dental damage from eating, caused by an unexpected foreign object in food.

E. Travel insurance, scope and exemptions

1. Luggage Insurance

The maximum cover amounts for Standard and Super cover, respectively, are shown in the cover overview on pages 3 and 4. The insurance certificate shows which type of cover is chosen.

1.1 Safety Regulations

It is a prerequisite for cover that the insured complies with the following safety regulations:

Safety regulations are due diligence regulations established to prevent and limit damage/loss. If the policyholder is in breach of a safety regulation, Gouda’s liability may be reduced or become null and void.

1.1.1 The insured must not leave insured items unattended. This includes an obligation to ensure that all belongings are brought along when leaving a location.

1.1.2 When insured items are left, the insured must lock doors and ensure that windows are closed and appropriately secured to prevent unauthorised persons from gaining access to motor vehicles, caravans, boats, cabins, flats, hotel rooms or other temporary homes (such as tents).

1.1.3 With regard to money and passport(s), the insured must either carry them with her/him, or keep them locked in a permanently mounted safe/safe box in a building or in a suitable place of safekeeping in a locked room in a building. The keys shall be kept inaccessible to unauthorised persons.

1.1.4 With regard to items mentioned in Section 1.2.3 that are not in use, the policyholder must make sure to keep these appropriately locked up. The keys shall be kept inaccessible to unauthorised persons. If locked storage is unavailable, the insured shall carry the items on his or her person. If such items are kept in a motor vehicle or caravan, they must be placed in a closed glove compartment or a locked inaccessible boot/ski box, or removed if the vehicle does not have a glove compartment/boot/ski box.

1.1.5 The insured items must not be left in/on vehicles, caravans, boats or tents overnight or in locations of this kind that are left unattended for over 24 hours. The night is defined as the time from which one leaves the storage place during the day and until resuming use of it again the next day, and all cases in which vehicles/caravans/boats/tents are left between midnight and 06:00 hours.

1.1.6 The insured must ensure that the insured items are sufficiently and properly packaged and secured to withstand the relevant form of transport. Electronic equipment taken onto a boat/canoe/kayak must be packed in watertight packaging, and PCs/laptops/tablets carried during helicopter transport must be stored in a hardcase.

1.1.7 The insured must comply with the provisions stipulated by the transport company regarding content and packaging/labelling.

1.1.8 The insured must not send money, jewellery, watches, glasses/sunglasses, precious stones, precious metals, camera/video/DVD and computer equipment, mobile phones, radio/TV, audio playback equipment, electronic equipment, delicate items and perishable goods in checked luggage.

1.2 What the insurance covers/limitations:

Luggage refers to personal belongings the insured has brought with him/her for his/her own personal use during the trip and stay. If the insured travels along with the form of transport, checked luggage is also covered. This does not apply if the separation is caused only by the transport company's actions.

In addition to the maximum cover amount, objects belonging to the employer of up to NOK 15,000 per claim are also covered.

1.2.1 Money is compensated at up to NOK 3,000 per claim under standard cover, and NOK 5,000 under Super cover.

1.2.2 Expenses for lost tickets (travel documents) and passport(s) are covered at up to NOK 15,000 per person when the loss is not compensated for by other means.

1.2.3 In the event of loss of/damage to the following items, compensation of up to NOK 15,000 for Standard cover and NOK 20,000 for Super cover per group as stated below is granted per claim:

- a) jewellery, watches, pearls, precious stones, precious metals, eyeglasses, mobile phone/smartphone, photography/video/optical equipment, radio/TV, audio playback equipment, DVDs/CDs, laptop/tablet/computer equipment and other electronic equipment;
- b) antiques, art objects, carpets, furs, musical instruments, weapons and sports equipment (including fishing/skiing/snowboarding/golfing and diving equipment), driving equipment related to a motor vehicle (such as driving outfit, helmet, gloves and boots; see section 1.4.1).

1.2.4 For single items not mentioned in section 1.2.3, compensation is granted up to NOK 20,000 per claim under Super cover and up to NOK 15,000 per claim under Standard cover.

1.2.5 In the event of theft from a motor vehicle, compensation is limited to a maximum of NOK 10,000 under Standard cover and NOK 20,000 under Super cover. In the event of theft from a tent, beach or pool, compensation is limited to a maximum of NOK 5,000 per claim.

1.2.6 In the event of loss/damage to a bicycle outside the municipality of residence/place of education or workplace municipality, compensation is paid at up to NOK 3,000 under Standard cover and NOK 5,000 under Super cover per claim.

1.2.7 In the event of loss of keys, compensation is paid at up to NOK 4,000 per claim for re-acquisition/re-coding of keys.

1.2.8 Private mobile telephones are compensated at up to NOK 3,000 per claim.

1.2.9 Hole in One

The insurance covers the insured's costs at up to NOK 5,000 to pay for champagne/drinks or similar to each of the co-players who saw the "hole in one" stroke. The expenses must be incurred in the golf course's club rooms on the same date as the "hole in one" took place. This is subject to the requirement that the course played on is approved by the country's official golf federation.

A further requirement is that approval/documentation of the valid "hole in one" is submitted by the owner/operator of the course, with its official stamp and receipt.

1.3 Liability is assumed for the following losses/damage:

1.3.1 Theft of luggage. Theft is defined as the taking away of belongings that the insured has in his/her possession, cf. Sections 321, 322 and 323 of the Norwegian General Civil Penal Code.

When belongings are lost/misplaced/forgotten, this is not considered theft.

1.3.2 Robbery, cf. Sections 327 and 328 of the General Civil Penal Code.

1.3.3 Damage to luggage:

1.3.3.1 On business trips, and for the employer's property for private trips, damage to the insured's luggage in the event of a sudden and unforeseen external event caused by other persons than the insured will be covered.

1.3.3.2 For holiday and leisure travel only claims due to vandalism are covered, cf. Sections 351, 352 and 353 of the General Civil Penal Code.

Damage to property due to own or other persons' accidents is not deemed to be vandalism.

1.3.4 Natural disasters. Loss/damage due to natural disasters is defined as damage resulting directly from natural disasters such as avalanches, deluges, storms, storm surges, earthquakes or volcanic eruptions, cf. the Norwegian Act relating to Natural Disaster Insurance.

1.3.5 Traffic accidents involving a motor vehicle, boat, caravan or bicycle. Traffic accident can refer to collision, overturning and driving off public roads, as well as shipwreck due to collision, grounding or capsizing.

1.3.6 Fire/soot, direct hits by lightning, explosions, and water seepage or liquids in the building. Fire is defined as flames that are out of control.

1.3.7 Loss of/damage to personal luggage that is checked in.

1.3.8 Delayed luggage:

1.3.8.1 Delayed luggage, business travel

If checked luggage on business trips paid for by the insurance holder (employer) does not arrive at the destination by the same means of transport as the insured, necessary and documented expenses to cover new clothes and toiletries during the time that the luggage was lost, are covered for up to NOK 6,000.

Delays in the co-insured spouse/cohabiting partner's business travel for another employer will be covered in accordance with the rules for private travel below.

1.3.8.2 Delayed luggage, holiday/leisure travel

For Super cover, delayed luggage is compensated at up to NOK 2,000 per person per day up to a maximum of NOK 5,000. For Standard cover, delayed luggage is compensated at up to NOK 2,000 per person per day up to a maximum of NOK 3,000. For family cover when three or more members have delayed luggage, Super cover compensates up to NOK 6,000 per day up to a

maximum of NOK 20,000, and Standard cover compensates up to NOK 5,000 per day up to a maximum of NOK 7,500. Otherwise the same rules as in section 1.3.8.1 will apply. Delays in the co-insured spouse/cohabiting partner's business travel for another employer will be covered in accordance with the rules for private travel below.

1.3.8.3 For Super cover: If checked luggage is not available due to a delayed flight that entails an involuntary overnight stay, the insurance covers up to NOK 500 per day per person up to a maximum of NOK 2,000. For family cover involving three or more travellers, the insurance covers up to NOK 1,500 per day up to a maximum of 2,500.

1.3.8.4 Joint rules for delayed luggage.

Compensation for delayed luggage is not paid when landing in the country of residence on the home/return journey. The delay must be confirmed by the transporter (PIR report).

1.4 Exceptions

The insurance does not cover:

1.4.1 Motor vehicles and caravans with accessories. "Accessories" means spare parts and fixed equipment such as stereo system, GPS, mobile phone and ski box/top box. However, motor vehicle driving equipment such as driving suit, helmet, gloves and boots are also defined as accessories when in use, or when stored together with the vehicle.

1.4.2 Boats, sailboards, surfboards and accessories.

1.4.3 Parachute and hang-glider with accessories.

1.4.4 Furniture and household goods.

1.4.5 Goods and samples, tools and measuring instruments.

1.4.6 Drawings, manuscripts, documents, traveller's checks, and all types of securities.

1.4.7 Collections "Collection" is defined as objects/articles of interest for collectors/valuable to collectors such as art, authentic oriental carpets, weapons, coins, notes and stamp collections.

1.4.8 Animals

1.4.9 Damage caused by the normal use of the item.

1.4.10 Loss of/damage to a bicycle with accessory equipment within the municipality of residence, education or workplace.

1.4.11 Minor damage to suitcases, bags, backpacks, strollers and bicycles such as e.g. scratches, minor damage to corners, or stains.

1.4.12 Damage that occurred during transport to a checked-in suitcase, bag or backpack, or checked-in stroller and bicycle.

1.4.13 Consequential damage/loss, e.g. as a consequence of damage to fragile items, due to perishable goods or liquids that spill during transport.

1.4.14 Financial loss beyond the loss of/damage to the insured items, or loss that is a direct consequence of lost/damaged luggage.

1.4.15 Food and beverages.

The insurance does not cover the following:

1.4.16 The insurance is not effectual whilst the insured is at work during working hours, at home or in an educational facility in the Nordic region during teaching hours (nursery/school/university/university college/military service etc.).

The insurance does not cover loss of/damage to belongings that are kept in the locations mentioned above, regardless of the time of day, whilst the insured is travelling.

1.5 Claim settlement and calculation of compensation

Section 6-1 of the Insurance Contracts Act does not apply.

1.5.1 As soon as possible, the insured must provide Gouda with the information and documentation that is available to the insured and that the company needs to be able to calculate its liability and pay compensation, such as original receipts and guarantee certificates. Theft, robbery, assault, stolen bags and vandalism must also be reported to the local police. Loss/damage that occurs during transport must be reported to the transport company immediately in accordance with the transport company's rules.

If loss or damage has occurred, the onus of proof that an insured event has taken place is held by the insured. It is important to have written confirmation that the loss/damage was reported at the location where it took place when submitting the claim for compensation subsequent to an insured event.

The right to compensation may be lost if the claim has not been made to Gouda within one year of the insured becoming aware of the basis for the claim.

1.5.2 Damaged items must be kept, and must be sent to Gouda upon request.

1.5.3 If loss or damage (including loss of recourse claims for Gouda) occurs because the insured intentionally or through gross negligence has disregarded his/her duties, the company's liability may be reduced or cease to apply.

The decision must be based on an assessment of the level of blame, the course of events and the circumstances in general, cf. Section 4-10 of the Insurance Contracts Act.

1.5.4 Compensation for loss/damage is paid up to the specified insurance sum, but never in excess of the insured value. The insured value is equivalent to what it would cost, including taxes, to purchase a similar item on the day the damage occurred. Deductions are made for impairment due to age, usage and deterioration in usefulness. When calculating impairment, the probable useful life of the objects is taken into consideration. For mobile phones, digital cameras and laptops, a new-for-old deduction according to date of purchase/acquisition of 25% is made for every year or part thereof since the date on which the item was one year old.

For brand-name items such as shoes, clothing, sunglasses, bags, watches, etc., the company can require that a guarantee certificate or receipt/account statement be presented showing details of the purchase. If the insured should fail to submit such documentation upon request, compensation will be determined at the discretion of the company or no compensation will be paid at all.

1.5.5 Compensation for lost/damaged luggage or related expenses that is in excess of the actual financial losses suffered by the insured, cannot be claimed. Losses that are refunded by others are therefore not covered.

If multiple insurance covers the damage, the companies must be notified and the companies' joint liability cannot exceed the actual loss.

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

1.5.6 Items that were purchased second-hand, or that were received as an inheritance or gift, will be replaced according to their market value.

1.5.7 Gouda has favourable agreements with various providers of goods and services that are used in connection with the settlement of claims.

Compensation is calculated based on what it would cost Gouda to

- a)** repair/remedy damage, or
- b)** acquire an equivalent or substantially equivalent item at the price at the time the item was damaged.

Gouda decides which of these alternatives will be used and which repair shop/supplier to use. With any claim, Gouda will consider whether the insured should receive a cash settlement. The cash settlement will be equivalent to the sum Gouda would have paid for repairs/replacement.

1.5.8 When lost items are recovered, the insured must notify Gouda immediately.

When lost items are recovered after compensation has been paid, the insured is entitled to retain the items if she/he repays the compensation. The insured must inform the company of this in writing, and repay the compensation within 14 days of the item having been recovered. If this is not done, the item belongs to Gouda.

1.5.9 Gouda has the right to check the information provided by the insured by contacting shops or others.

1.5.10 Gouda is not required to pay compensation before it has conducted the necessary investigations.

1.5.11 If the insured's right to compensation wholly or partly ceases to exist as a result of the insured's actions or omissions, the same consequence is invoked by similar actions or omissions carried out by the insured's spouse or persons the insured lives with in an

established relationship, cf. Section 4-11 of the Insurance Contracts Act.

1.5.12 Gouda's right to terminate.

Gouda can terminate the insurance contract with two months notice when there is a breach of the safety regulations in connection with a claim, see section 1.1. ff. Likewise, the company may terminate the insurance contract with the same notification period if at least 3 claims have been made against Gouda under this contract during the last 12 months, or when the sequence of events relating to the claim deviates significantly from the norm.

2. Travel illness cover

2.1 What the insurance covers

The insurance covers:

- Expenses arising from necessary and normal medical treatment outside the country of residence in the Nordic region, which occurs during the insurance period whilst the insured is travelling and which is due to acute illness or a serious accidental injury. See section 2.1.6
- Necessary and documented additional expenses to cover travel, food and accommodation when the insured for medical reasons and on the order of a doctor must postpone a planned return journey or cannot continue his or her journey as planned.
- Dental treatment outside the country of residence in the Nordic region, cf. section 2.1.2
- Additional expenses relating to a travel companion, cf. section 2.1.3.
- Replacement, cf. section 2.1.4
- Return journey, cf. section 2.1.5

2.1.1 Medical treatment expenses

2.1.1.1 Medical treatment, hospitalisation and treatment costs at a hospital on referral from a doctor.

2.1.1.2 Medical emergency, bandages and medicine prescribed by a doctor on site.

2.1.1.3 Treatment by a publicly registered physiotherapist, chiropractor or other therapist who is not a doctor, on referral by a doctor.

2.1.1.4 Transport by ambulance from the scene of the illness/accident to the treatment facility (including air ambulance if this has been approved by Gouda).

2.1.1.5 Necessary and documented taxi transport to and from the treatment facility for the insured is covered by up to a maximum of NOK 1,000

2.1.1.6 Necessary telephone expenses are covered up to NOK 1,000. Expenses accumulated after the insured has returned to his or her home in the Nordic region, or arising at the workplace in the Nordic region, are not covered.

2.1.2 Dental treatment outside the country of residence:

2.1.2.1 Dentist expenses in connection with treatment of accidental injuries that occurred during the trip are compensated at a maximum of NOK 5,000 per claim.

2.1.2.2 Dentist expenses in connection with treatment of acute dental disease/chewing damage that occurred during the trip are compensated at a maximum of NOK 1,000 per claim.

2.1.3 Sole travel companion

Necessary and documented additional expenses to cover travel, food and accommodation when a scheduled return journey/further journey must be postponed/changed because the insured's sole travel companion becomes acutely ill, suffers serious accidental injuries or death.

The additional expenses are also compensated when the sole travel companion's parents, children, siblings or grandparents resident in the EU/EEA are affected by emergency and acute illness, a serious accident or death, and the sole travel companion is called home as a consequence.

Compensation is limited to NOK 25,000 per claim.

"Sole travel companion/escort" refers to the person listed on the same travel document/ticket as the insured, or who has booked travel together with the insured for the purpose of travelling together.

2.1.4 Replacement

The insurance covers the necessary and reasonable travel expenses for a colleague who has to replace the insured after compensated repatriation or hospitalisation in conjunction with business travel.

2.1.1 Return journey

For business travel the insurance covers the insured's reasonable and necessary expenses for the return journey within two months to the place where the stay/travel was interrupted.

2.1.6 Treatment expenses in the Nordic region

During business travel, medical treatment expenses within the public sector in the Nordic region are also covered. During holiday and leisure trips such expenses are covered for trips by air or with at least one overnight stay.

2.1.7 Events/excursions

For Super cover: The insurance covers up to NOK 2,000 per claim for pre-paid events and excursions that cannot be attended because of hospitalisation or because a local doctor forbids the insured to participate. This compensation cannot be disbursed in addition to the curtailment compensation in section 7.

2.1.8 Veterinary expenses

For Super cover: Cover applies for pets owned by the insured and that are taken along on the trip. The animal must be micro chipped and vaccinated in accordance with the applicable rules in the EU/EEA.

The insurance covers necessary and documented veterinary expenses due to acute illness or injury occurring during travel outside the Nordic region, but within the EU/EEA, at up to NOK 1,000 per claim. The insurance does not apply to animals that are travelling to participate in exhibitions or competitions, or that are to be used for breeding.

2.2 Exceptions

The insurance does not cover expenses arising from the following:

2.2.1 Treatment of chronic or known illness that has led to the following within the last 3 months prior to departure:

- a) hospitalisation and/or
- b) assessment/treatment by a doctor, which is not part of a normal check-up and/or
- c) changes to medication.

2.2.2 High-risk activities, as follows:

- Riding, boxing, judo, karate and similar combat sports at a professional level, or training for this
- Voluntary participation in fights
- Committing or contributing to a crime.

2.2.3 Treatment or stays in Norway.

2.2.4 Treatment or stays after the insured has refused to be repatriated when Gouda's doctor has decided that the insured should be repatriated.

2.2.5 Treatment or stays in cases where Gouda's doctor has determined that treatment can wait until after the insured has returned to the Nordic region.

2.2.6 The insured does not comply with advice or instructions from the attending doctor and/or Gouda's doctor.

2.2.7 Treatment of a chronic or existing illness or condition, including medicines, if the insured:

- a) Has not seen a doctor, has rejected or stopped treatment of the illness, even though the insured should know or assume that the illness required treatment or had deteriorated significantly.
- b) Has stopped treatment against the advice of a doctor or has been denied treatment.
- c) Before the departure date has been booked in for, referred by a doctor to or is on a waiting list for evaluation, examination, diagnosis or treatment due to symptoms of illness/disease.
- d) Has failed to attend agreed controls within the last three months before departure.

2.2.8 Check-ups and treatment, including medicine, to keep a chronic or existing illness or condition stable and regulated.

2.2.9 Treatment needs that were known prior to departure.

2.2.10 Pregnancy or abortion, including pregnancy-related illness/morbidity. Serious and acute complications prior to the 36th week of the pregnancy are covered.

Furthermore, the insurance does not cover expenses relating to the following:

2.2.11 Glasses, contact lenses, hearing aids, dentures or other prostheses.

2.2.12 Recuperative or curative/spa retreats.

2.2.13 Stays and treatment in private clinics in Norway or the other Nordic countries.

2.2.14 The insurance does not cover treatment due to, and/or expenses as a result of, the use/abuse of alcohol, medication or narcotic substances. This limitation does not apply to children under the age of 16.

2.2.15 Prevention of withdrawal symptoms.

2.2.16 Financial losses other than those mentioned in section 2.1.

2.3 Duration of cover

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

3. Accident Insurance

The insurance covers accidental injury affecting the insured while the insurance is in force, and applies day and night during the insurance period. Accidental injury is defined as a physical injury to the body caused by a sudden external physical event, an accident, which occurs during the insurance period. The insured event is considered to have happened at the time of the accident, even if the consequences of the injury are not yet clear.

The accident insurance does not apply to travel to or from offshore installations, ships or similar.

3.0 Maximum sum

The maximum cover amounts for Standard and Super cover, respectively, are shown in the cover overview on pages 3 and 4. The insurance certificate shows which type of cover is chosen.

The maximum sum applies to death or 100% medical disability as a direct consequence of an accident. Separate sums covered apply to children under the age of 21.

3.0.1 Treatment expenses arising after the insured has returned to his or her home in the Nordic region, and which result from an accidental injury, are compensated at a maximum amount of NOK 25,000.

3.0.2 After the 67th birthday of the person insured, the insurance sum in the event of death/disability is limited to NOK 100,000. Compensation for death/disability will not be paid after the 70th birthday of the person insured. After the age of 70, accrued treatment expenses after return to the Nordic countries will be compensated at up to NOK 5,000 per claim.

3.1. Injuries Gouda is liable for and applicable limitations

Compensation is paid for the following:

- Death
- Permanent medical disability
- Medical treatment expenses
- Search and rescue expenses
- Recruitment costs
- Psychological first aid
- Adjustment of workplace
- Broken bone

Death

3.1.1 When an accident that is covered by the insurance causes the insured to die within a year, the death benefit listed in the insurance certificate will be paid, less any previously paid disability compensation.

If the insured dies of another cause within one year of the date of the injury, neither the death benefit nor the disability compensation will be paid. When an accident that is covered by the insurance leads to the death of the insured within one year, the death benefit listed in the insurance certificate will not be paid, but instead the disability benefit in accordance with the degree of disability that would have been present if death had not occurred.

Permanent medical disability

3.1.2 The insured is entitled to disability benefit if an accidental injury has led to a medical disability that is assumed to be permanent. In the event of 100% disability, the entire compensation will be paid; for part disability, the equivalent percentage of the benefit will be paid. It is a prerequisite for the cover that the insured is alive at the time the compensation is paid.

The degree of medical disability is established on the basis of the disability tables published by the Norwegian Ministry of Labour and Social Affairs in the regulation dated 21.04.97, parts I and II, but not by the other legislation governing the National Insurance Scheme. The assessment shall be made solely on the basis of the table. For injuries that are not included in the table, the degree of disability is determined based on an expert comparison with the injuries in the table. For disabilities of the limbs and organs mentioned, the rates in the table set the limits for Gouda's liability

in every circumstance. For complex injuries in individual organs or limbs, the collective loss of functional ability is evaluated in relation to the rate for complete loss of function in the limb in question. The degree of disability for the loss of multiple limbs or organs cannot in combination exceed 100%. The loss of or damage to a limb or organ that could not be used at all prior to the accident does not entitle the insured to compensation. If a limb or organ was previously partly lost or not usable, an equivalent deduction is made.

When an illness or predisposition contributes to exacerbating the disability that follows the injury, the distribution rule in the above section will apply. Dental injury and disfiguring injuries do not entitle the insured to disability compensation.

Compensation for disability falls due at the earliest one year after the insured event occurred. If it has become clear at an earlier point that the company in any case must pay part of the sum that is claimed, an equivalent advance may be paid. If any of the parties believes that the degree of medical disability may change, final settlement can be required to be postponed, although for no longer than three years after the insured event occurred.

Costs of supplementary treatment in the Nordic region

3.1.3 If an injury caused by an accident necessitates the costs of treatment in the country of residence in the Nordic region within two years of the injury occurring, compensation of up to NOK 25,000 is paid for expenses for:

- Doctors and dentists. Dental injuries that are a direct consequence of an accident are covered only to the extent that treatment is not covered in any other way. It is a prerequisite for cover of dental injuries that the treatment is pre-approved by Gouda and that it commences as soon as possible after the accident. Chewing injuries caused by eating are exempted
- Bandages and medicines prescribed by a doctor or dentist
- Prostheses.
- Treatment and stays in public hospitals as well as physiotherapy and chiropractic treatment when the treatment is requisitioned by a doctor.

Treatment expenses do not apply to accidental injuries caused by participation in games of football, handball, rugby, American football, bandy or ice hockey that are obligatory or approved by an association or organisation.

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

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

Recruitment costs (only applies to Super cover)

3.1.4 If the insured dies as a consequence of an accident, the insurance holder (employer/organisation) will receive cover of up to NOK 40,000 as reasonable employment costs or the costs of a temporary replacement. The insured must be permanently employed by the company/a member of the organisation. Employment costs or the costs of a temporary replacement must be documented within three months of the accident.

Adjustment of the workplace (only applies to Super cover)

3.1.5 If the insured suffers an accident, and as a consequence has lost function of the upper or lower extremities, or lost the sight in an eye, the insurance holder (company/organisation) will receive cover of up to NOK 40,000 for reasonable and necessary adjustments of the workplace for the insured.

Broken bones (only applies to Super cover)

3.1.6 If the insured as a consequence of an accident suffers broken bones in the form of fractures to the ankle, shin, leg, knee, femur, femoral neck, hip, collarbone, shoulder, arm, elbow or wrist, compensation per accident is paid on the submission of a medical certificate for the fracture from the treating doctor.

Taxi to/from the place of work and treatment

3.1.7 If the insured has been hospitalised due to an accident, the insurance will cover a taxi directly to/from treatment and directly to/from work when the medical conditions mean that transport cannot take place by other means. The maximum compensation sum is NOK 1,000 per day.

3.2 Injuries not covered by Gouda

Psychological dysfunction, behavioural disorders, learning disabilities and similar

3.2.1 The insurance does not entitle the insured to compensation for psychological dysfunction, behavioural 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

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

The claimant holds the burden of proof that the suicide or attempted suicide is caused by acute mental distress in the sense that the insured due to age or mental distress could not understand the consequences of his/her actions, and that the suicide or suicide attempt is not caused by mental illness, cf. the first and second paragraphs above.

Profession/trades

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

Professions that are covered pursuant to the above, but are carried out in the context of offshore oil production, shipping/aviation, the production of explosives/ammunition or transport, are excepted in every circumstance.

The following are examples of other professions that are not covered by the accident insurance: Forester/farmer, electrician, painter, warehouse worker/builder, plumber, driver, carpenter, road/construction worker, cleaner, armed forces personnel/police personnel/fire brigade personnel not employed as office workers.

The following are examples of professions that are covered: Horologist, nurse, housewife, hairdresser and goldsmith.

High-risk activities

3.2.4 The insurance does not cover the following high-risk activities:

- Riding, boxing, judo, karate and similar combat sports at a professional level, or training for this
- Voluntary participation in fights
- Committing or contributing to a crime.

Air travel

3.2.5 For accidents that arise in connection with aviation, compensation is only disbursed for accidents that befall the insured as a passenger in an aircraft with a nationality designation.

Military service in peacetime

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

Drowning

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

Medical treatment/use of medicines

3.2.8 The insurance does not cover accidental injuries caused during medical examinations, treatments etc. or when taking medicines, unless the insured has been treated for an accidental injury for which Gouda is liable. The insurance never applies to injuries that are directly or indirectly caused by the consumption of sleeping tablets/painkillers/narcotic drugs.

Limitations in the event of illness and other special conditions

3.2.9 The insurance does not cover injuries caused by illness, strokes, fainting or other morbid conditions.

The insurance does not cover the following illnesses or morbidities, even if an accidental injury can be proven to be the cause:

- stroke
- heart attack
- cancer
- back pain, unless the pain is caused by a fracture of the spine which can be detected radiographically, and the fracture was caused by an accidental injury
- neurosis
- infectious diseases, unless the infection originates from a laceration caused by an accidental injury Insect stings and bites are not considered accidents.
- all forms of hepatitis and illness caused by HIV infection.

Cancer, light and temperature

3.2.10 The insurance does not cover cancer or injury caused by light or temperature.

Poison

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

Action taken to prevent injury

3.2.12 None of the exceptions mentioned above apply if the accidental injury is caused by an action that aimed to prevent injury to a person or property when the action under the circumstances must be considered to have been reasonable.

3.3 Claim settlement and calculation of compensation

Common rules

3.3.1 In the event of death and possible permanent disability, Gouda must be notified immediately. The claim form must also be submitted to Gouda as soon as possible.

3.3.2 Both the insured and the company have the right to requisition declarations from doctors and specialists that are significant to establishing the basis for the calculation of compensation.

3.3.3 If it can be assumed that the condition can be improved through surgery or other treatment, and the insured without reasonable cause declines to undergo treatment, the final determination of the degree of disability shall nevertheless consider the possibility of any improvement that such treatment would have caused, cf. Section 13-12 of the Insurance Contracts Act.

3.3.4 Unless otherwise stated in the insurance certificate, the compensation belongs to the insured or the insured's heirs, cf. Section 15-1 of the Insurance Contracts Act.

3.3.5 Claims for compensation are due for payment as soon as Gouda has had reasonable time to clarify liability and calculate its final liability. See also section 3.1.2 concerning disability claims. If it has become clear at an earlier point that the company in any case must pay part of the sum that is demanded, an equivalent advance shall be paid, cf. section 18-2 of the Insurance Contracts Act.

4. Repatriation on medical grounds (medical evacuation)

4.1 The insurance covers:

4.1.1 In the event of the insured's own acute illness/accidental injury, compensation is paid for transportation to the closest qualified place of treatment or to the insured's Nordic place of residence when adequate medical treatment cannot be provided at the insured's present location. The ambulance transportation must be pre-approved by Gouda's doctor. Any return journey during the insurance period, after treatment is completed, must be approved by Gouda's doctor.

4.1.2 The cost of an accompanying doctor or nurse if Gouda's doctor considers this necessary.

4.1.3 Reasonable and documented expenses for a taxi or ambulance requested by a doctor from the hospital to the residence of the insured in the Nordic region. The cover applies at the time of discharge, after Gouda has transported the insured home to a hospital in the Nordic region.

4.2

In the event of death, the insurance covers the cost of transporting the insured's body to the Nordic region, including payments for any statutory requirements of such transport. Alternatively, the insurance can cover a funeral at the location at up to NOK 50,000.

4.3 Exceptions

The insurance does not cover the cost of repatriation if:

- 4.3.1** Gouda's doctor has determined that the treatment can wait for the scheduled return to the Nordic region.
- 4.3.2** Gouda has not authorised repatriation.
- 4.3.3** Repatriation has been organised by the insured himself/herself, and Gouda has incurred expenses that the company would not have incurred if Gouda had organised the repatriation.
- 4.3.4** Repatriation takes place due to the insured's fear of potential infection.
- 4.3.5** The insured does not comply with instructions from the attending doctor and/or Gouda's doctor.
- 4.3.6** Repatriation is caused by very serious illness in the terminal phase, and the illness was diagnosed prior to departure.
- 4.3.7** It is due to a need for treatment that was known prior to departure.
- 4.3.8** It is caused by pregnancy, birth or induced abortion, including pregnancy-related illness/morbidity. Serious and acute complications prior to the 36th week of the pregnancy are covered.

5. Essential travel companion/ summoning

The maximum cover amounts for Standard and Super cover, respectively, are shown in the cover overview on pages 3 and 4. The insurance certificate shows which type of cover is chosen.

5.1

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

5.2

Alternatively, the insurance covers reasonable and necessary accommodation expenses at the destination for up to two persons who act as patient escorts due to the serious illness/accidental injury of the insured.

5.3

Pre-approval must be obtained from Gouda.

5.4 Scope of the insurance

5.4.1 The insurance covers the necessary and reasonable additional expenses for the summoned person and/or patient's escort for the following:

- A)** Transport: no higher than economy class, though not air ambulance, in cases where the insured is to be transported to an appropriate location for treatment or repatriated. The insurance does not provide compensation if the insured is to be repatriated within three days of the essential patient's escort's departure from the Nordic region.
- B)** Accommodation in hospital/hotel.
- C)** Documented expenses for food and local transport.

5.4.2 Returning home or catching up with a scheduled itinerary – no higher than economy class – when the escorting of the patient is over, either because the insured has been discharged from hospital at the location abroad or upon the return to a hospital/residence in the Nordic region.

5.4.3 The length of stay of the patient's escort cannot exceed the length of the illness.

6. Summons home

6.1

The insurance covers reasonable and necessary extra travel expenses – no higher than economy class fare – for the insured if:

6.1.1 The insured is summoned home for a funeral/cremation or hospitalisation of a life-threatening nature which is due to a serious accident or acute serious illness of one of the following persons/groups of persons resident in the EU/EEA: spouse or cohabiting partner, children, grandchildren, parents, grandparents, siblings, brothers/sisters-in-law, parents-in-law.

The insurance does not cover summons home due to very serious illness in the terminal phase when the degree of seriousness was known prior to departure.

6.1.2 The presence of the insured is needed after a fire, burglary, loss/damage due to a natural disaster or water pipe damage that has occurred in the insured's home, business or office in the Nordic region.

6.1.3 The insurance compensates return travel during the interrupted journey's planned travel time, for as long as this falls within the insurance period.

7. Interrupted travel

The maximum cover amounts for Standard and Super cover, respectively, are shown in the cover overview on pages 3 and 4. The insurance certificate shows which type of cover is chosen.

7.1

The insurance compensates the insured's unused days of travel in relation to planned days of travel within the insurance term if the insured or his/her sole travel companion on the trip is affected by an insurance event as described in section 7.5 below.

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

The compensation is calculated on the basis of the travel and accommodation costs the insured has paid for prior to the interruption, documented by contracts, travel documents, tickets and receipts.

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

Compensation is limited to NOK 1,200 per day per person.

7.2

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

7.3

If the insured is on an official, business-related trip, compensation is the employer's/requester's responsibility.

7.4

Should the insured die during the trip, his or her right to compensation for interruption will lapse.

7.5 Compensation for interrupted travel is paid if:

- the insured has returned home early on medical grounds. Medical grounds are defined here as when satisfactory treatment of acute illness, serious accidental injuries or unexpected acute deterioration of a chronic illness is unavailable where the insured is currently staying.

- the insured has returned home early due to acute and serious illness, serious accidental injuries or an unexpected death in the immediate family resident within the EU/EEA, cf. the definition in section 6.1.1.
- the insured has been hospitalised
- the insured has been on bed rest or has been confined to a hotel room/flat on the order of the attending doctor where the insured is staying. The date of the first doctor's visit counts as the first day of bed rest. This compensation is only paid when acute illness/accidental injury has led to bed rest during the insurance period.
- the insured has returned home due to fire, burglary, loss/damage due to a natural disaster or water pipe damage, cf. section 6.1.2.

7.6 The duties of the insured when an insured event occurs

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

8. Personal Liability Insurance

The maximum cover amounts for Standard and Super cover, respectively, are shown in the cover overview on pages 3 and 4. The insurance certificate shows which type of cover is chosen.

The insurance covers liability that arises on travel outside the Nordic countries.

8.1 What the insurance covers

The insurance covers liability that the insured incurs as a private person for causing injury to another person or property during the insurance period.

- Personal injury means injury, illness or death to another person.
- Property damage means loss of or physical damage to property (including animals and real estate).

The insurance covers the financial losses that the insured can be ordered to compensate for, pursuant to applicable law of damages (law, legal usage) in the country where the injury took place, albeit with the exceptions listed in section 8.3.

8.2

The insured must never admit liability or approve a compensation claim. Let Gouda make the decision about personal liability. If the insured fails to comply with this, the insured risks having to pay compensation, including for damage for which the insured is not at all liable. Gouda must be informed of the event immediately, and will thereafter make the necessary decisions concerning the further handling of the case.

8.3 Exceptions

The insurance does not cover personal liability for:

8.3.1 Intentional acts or omissions.

8.3.2 For events in conjunction with the profession or business of the insured.

8.3.3 As the owner, driver or user of a motorised vehicle, tool, boat, jetski, aircraft (excl. model plane) or registered racehorse that is training for or participating in races. However, the insurance covers the insured's liability as the owner, driver or user of a:

- canoe, kayak, sail/surfboard
- hang glider, paraglider
- boat under 15 feet with an engine under 10 hp
- wheelchair, motorised lawnmower, snow blower, etc. that cannot reach a speed above 10 km/h.

8.3.3.1 For Super cover: For damage to a rental car on a holiday trip, the co-payment which the insured is responsible to pay pursuant to the leasing agreement with the car rental agency will be refunded up to a maximum of NOK 8,000 per claim.

8.3.4 Damage to items caused by excavation, blasting, piling, shoring and demolition as well as by landslides, soil deterioration, dam breach and settling.

8.3.5 Towards any travel companions, spouse, cohabitant, parents, grandparents, foster parents, parents-in-law, siblings, children/grandchildren/foster children and the spouses and cohabitants of the above. It is the family relationship at the time the damage occurs that counts.

8.3.6 For damage to the insured's share of items that are jointly owned. It is the ownership at the time the damage occurs that counts.

8.3.7 For pain and suffering or other liability of punitive character as assessed in addition to compensation for the claimant's economic loss, for example. "Punitive Damages" etc. The insurance does not cover fines, fees, etc.

8.3.8 For damage to items that belong to another, but that the insured or someone, on behalf of the insured, uses, rents, borrows, or received in order to transport or store. There is liability, however, for damage to rented hotel rooms or holiday flats in the form of fire, explosion or flooding of water/liquids from the building's pipes.

8.3.9 Which is solely based on a promise, agreement, contract or warranty, including any liability the insured has incurred because the insured has waived his/her right of recourse.

8.3.10 Director's liability.

8.3.11 For the transmission of an infectious disease.

8.3.12 That the insured has incurred due to pollution.

8.3.13 The insured's strict liability incurred due to his/her children's causing injury, cf. Act of 13 June 1969 no. 26 relating to compensation in certain circumstances, sections 1-2.

8.4 Claim settlement and calculation of compensation

8.4.1 When a compensation claim is covered by the insurance, it is for Gouda to investigate whether it is liable, to negotiate with the claimant and, if necessary, to take the case to court.

8.4.2 Gouda bears its own costs related to the determination of the compensation question, even if these exceed the sum insured.

8.4.3 Gouda pays the costs for an external attorney and other expert assistance that has been selected or approved by the company.

8.4.4 If the claim for compensation is partly covered by the insurance and partly not covered by the insurance, the expenses are distributed according to the economic interests of the different parties to the case. If Gouda is willing to settle the case or make the sum insured available, the company is not liable for costs incurred at a later date.

8.4.5 Gouda has the right to pay any and all compensation directly to the claimant. If a claim for compensation is made directly against Gouda, the company must notify the insured without undue delay, and keep the insured informed of the continued processing of the claim. Gouda's concessions to the claimant do not bind the insured.

9. Legal Expenses Insurance

The maximum cover amounts for Standard and Super cover, respectively, are shown in the cover overview on pages 3 and 4. The insurance certificate shows which type of cover is chosen.

The insurance covers disputes that arise during travel outside the Nordic countries.

9.1 The insurance covers:

9.1.1 The costs to the insured to cover legal counsel if a dispute to which the insured is a party as a private person has arisen during the trip or at the destination, and requires legal assistance before the trip is over.

9.1.2 Travel expenses as a result of the insured being summoned as a witness or for questioning in a foreign court.

9.1.3 Security which is necessary to free the insured or property of the insured from being retained by foreign authorities. The security is considered an interest-free loan that must be repaid to Gouda upon release or on demand.

9.1.4 Transport expenses for one person requested by the insured – no higher than economy class fare – to come out to the insured and return home, should the insured be retained by local authorities for more than 48 hours.

9.2 Exceptions

The insurance does not cover the cost of legal assistance related to conflicts:

9.2.1 Between the insured and the travel agency, tour operator, travel provider, or one or more travel companions.

9.2.2 In connection with issues that are of an occupational nature.

9.2.3 In connection with circumstances relating to family law, law of inheritance or probate and bankruptcy law.

9.2.4 In connection with disputes that relate to the sale/purchase of real estate or timeshare.

9.2.5 In connection with criminal cases, defamation or compensation claims related to such cases.

9.2.6 In connection with traffic cases where the insured used a motorised vehicle.

9.2.7 Related to settlements made under this or other insurance contracts under which the insured is covered by Gouda or Gjensidige Forsikring.

9.2.8 When the claim will obviously not be upheld.

9.2.9 Special terms and conditions:

9.2.9.1 It is a prerequisite that the insured is not entitled to free legal aid to conduct his/her case, and that the conflict cannot be settled using a publicly recognised complaints body, including an appeals body.

9.2.9.2 The legal assistance does not include actual compensation or penalty-related claims, but only expenses that cover legal assistance and security.

9.3 The duties and precautions of the insured should an insured event occur

9.3.1 If the insured wishes to claim compensation under this insurance, Gouda must be notified as soon as possible, a year after an attorney has been hired at the very latest. The notification must be made in writing.

9.3.2 The insured is obliged to limit the expenses as much as possible, and must himself/herself cover expenses that have been incurred without justifiable cause.

9.4 Claim settlement and calculation of compensation

9.4.1 The insured is free to choose an attorney suitable to the nature of the case and the locality of the insured.

9.4.2 Gouda can demand to be kept informed as to the extent of the expenses, and has the same right as the insured to obtain documentation as to how the attorney has determined his/her fees.

10. Delay

10.1 Delayed departure

If a pre-paid flight is delayed for more than 4 hours, Gouda will refund documented additional expenses for food and/or accommodation up to a maximum of NOK 2,500 per person, and up to a maximum amount of NOK 6,000 per family.

The prerequisite for Gouda's compensation liability is that the delay is due to weather conditions and/or technical error with the plane, and that the delay in relation to the ordinary or projected schedule is documented by the airline.

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

10.2 Delayed arrival

If a delay of more than two hours entails that the insured arrives too late for the travel organiser's corresponding means of transport, Gouda will compensate the additional costs at up to NOK 20,000 in order to catch up with the fixed itinerary of this is due to:

- a technical error that impacts a public means of transport for which a ticket has been purchased
- 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 require 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 must be paid for in advance and the cause of the delay can be confirmed in writing by the travel arranger, transport company or rescue company.

On staying on offshore installations, at least 72 hours (3 days) must be calculated from the planned arrival at the Heliport until the planned departure of a new trip. Compensation for such delays is limited to applying to the insured who was delayed from the offshore installation.

If the delay entails that a pre-paid travel connection is not possible on the same day, the necessary and documented costs of overnight accommodation will be compensated at up to NOK 2,000

10.3 Limitations

The following limitations apply to sections 10.1 and 10.2:

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

11. Personal safety

11.1 Evacuation from war

In the event of imminent danger of outbreaks of war or warlike conditions on the trip while the insured is in the country, the insurance covers evacuation to the nearest safe destination as per the Norwegian Foreign Ministry's recommendations, and associated additional expenses. The transport must take place at the earliest opportunity on the recommendation of the Ministry.

11.2 Evacuation from terrorism

If evacuation commences on the recommendation of Norwegian authorities as a consequence of acts of terrorism or serious disturbance of the peace in countries that before arrival were considered peaceful, the insurance covers evacuation to the nearest safe destination as per the Norwegian Foreign Ministry's recommendations, and associated additional expenses. The transport must take place at the earliest opportunity on the recommendation of the Ministry.

11.3 Evacuation from epidemics and natural disasters

If evacuation commences on the recommendation of Norwegian authorities as a consequence of epidemics or natural disasters, the insurance covers evacuation to the nearest safe destination as per the Norwegian Foreign Ministry's recommendations, and associated additional expenses. The transport must take place at the earliest opportunity on the recommendation of the Ministry.

11.4 Retention by the authorities

If the insured is retained by the authorities in a country as a consequence of war or the risk of war, the insurance covers paid and documented additional expenses for accommodation and internal transport for up to 3 months, up to a maximum of NOK 25,000 plus additional expenses to cover food at up to NOK 500 per day.

It is a prerequisite for the cover that the insured has not at an earlier point failed to comply with the Norwegian Foreign Ministry's evacuation recommendation.

11.5 Kidnapping (only applies to Super cover)

11.5.1 The insurance covers:

The insurance covers deprivation of liberty under the following cover:

11.5.2 Compensation to the insured

Gouda Travel Insurance pays NOK 3,000 for each full day that the insured is exposed to kidnapping, abduction or being held to ransom during the insurance period. The maximum compensation sum is NOK 20,000 per claim.

11.5.3 Consultant services

Gouda Travel Insurance covers up to NOK 500,000 for consultant services to resolve the aforementioned insurance cases.

11.5.4 Limitation

Compensation from Gouda Travel Insurance is limited to NOK 2,500,000 per insured event, if several persons insured by Gouda are subject to the same event.

11.5.5 Definitions

Kidnapping

Kidnapping means that the insured is subject to unlawful deprivation of liberty (except for minor children who are kidnapped by parents).

Hostage

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

Abduction

Abduction means the deprivation of the liberty of the insured travelling by any type of aircraft, train, motor vehicle or motor vessel.

Consultant services

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

11.5.6 The insurance does not cover

Gouda Travel Insurance does not cover any direct or indirect claims related to:

- When the insured has previously had kidnapping insurance cancelled or refused
- Any claim from the insured in the country of the insured's permanent residence address
- Any kidnapping that takes place in Colombia, Mexico, Iraq, Nigeria or the Philippines.

11.6 Search and rescue costs (only applies to Super cover)

If acute illness or accident as defined in Chapter 3 entails search and rescue costs, reasonable and necessary expenses are covered for organised search and transport from the place of the accident at up to NOK 120,000.

11.7 Psychological first aid

If anyone in the same household and/or the insured's child is killed in an accident, psychologist consultations for the insured are covered at up to NOK 5,000 under Standard cover and NOK 25,000 under Super cover. No treatment expenses are granted which extend beyond two years after the accident. The same household means family members with the same residential address as the insured.

12. Cancellation insurance

The maximum cover amounts for Standard and Super cover, respectively, are shown in the cover overview on pages 3 and 4. The insurance certificate shows which type of cover is chosen.

12.1 Where the insurance is valid

The insurance applies to travel and/or leases throughout the world, but only for travel paid for in the Nordic region before the departure date and starting in the Nordic region.

12.2 What the insurance covers

12.2.1 The insurance covers cancellation costs that the insured incurs pursuant to the provisions stipulated by:

- the carrier
- the tour operator
- the hotel or lessor of a cabin/room.

"Cancellation costs" refers to sums paid for travel and accommodation that the insured will not be refunded when cancelling a trip prior to departure. Taxes and public fees are not covered by the insurance.

12.2.2 The insurance period starts from the date on which the trip/tenancy has been wholly or partly paid and until the scheduled date of departure. It is a prerequisite that the insurance is in force before the first payment is made.

12.3 What Gouda reimburses and applicable limitations

The insurance covers cancellation costs in situations where a trip cannot be taken due to the following:

12.3.1

- acute illness or injury
- death

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

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

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

12.3.2

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

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

12.3.3 Epidemics, natural disasters, acts of terrorism, or other warlike acts that occur within 14 days of planned departure from one of the Nordic countries and make it impossible for the insured to enter the country and/or is against the official travel advice issued by the Norwegian Foreign Ministry. However, section 12.6 of the terms and conditions should still be consulted.

12.3.4 Divorce/separation on the part of the insured or the termination of cohabitation on the part of the insured within 3 months prior to departure. In the event of the termination of cohabitation it is a prerequisite that the insured and his/her cohabitant have obtained separate addresses in the National Population Register, and that they have previously lived together at the same address in the National Population Register for at least 12 months prior to the end of the cohabitation.

12.3.5 If the insured is called for jury service, as a co-magistrate or witness in a case less than 14 days before the scheduled departure date.

12.3.6 If the insured or the insured's spouse/cohabiting partner/child/sole travel companion's scheduled treatment or operation is brought forward or deferred and a change notification to this effect is received less than 14 days before the departure date.

12.3.7 If a person accompanying the insured dies.

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

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

12.3.10 If the insured has received a refund for the cost of the trip directly from the tour operator, only the tour operator's cancellation fee will be reimbursed.

12.4 Exemptions

The insurance does not pay compensation for cancellations due to:

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

12.5 The duties and precautions on the part of the insured should an insured event arise

12.5.1 In case of an insurance event, the insured shall without undue delay notify Gouda and the travel agency/tour operator/carrier/hotel where the trip/lease has been purchased.

Should Gouda incur losses, including loss of recourse, because the insured with intent or through gross negligence has failed to meet his/her obligations, the company's liability can be reduced or cease to apply. The decision shall be based on an assessment of the level of blame, the course of events and the general situation, cf. Section 4-10 of the Insurance Contracts Act.

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

The following must be submitted when claiming compensation:

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

12.5.3 The insurance does not cover the loss of bonus points and the like. Claimed cancellation costs cannot exceed the actual financial loss suffered by the insured. Compensation is therefore not paid for expenses covered by others.

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

12.6

Insurance cover from elsewhere The insurance does not cover damage or expenses that can be claimed from a travel agency/tour operator/carrier/lessor/hotel, or that are covered by other insurance. If the cancellation costs can be claimed from others, Gouda will pursue the insured's compensation claim for the part of the insured's loss which has been disbursed under the policy, provided that the cancellation costs can be claimed from others.

13. General Terms and Conditions

In addition to these terms, the following apply:

- Insurance Contracts Act of 16 July 1989, no. 69 (FAL)
- The insurance certificate. The insurance certificate and the specifications given therein take precedence over the Terms and Conditions.

Section C concerning "Precautions in the event of a claim" constitutes an integral element of these insurance terms and conditions.

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

13.1

It is a prerequisite that the policyholder and/or insured were members of the National Insurance Scheme in the country of residence in the Nordic region at the time of departure.

13.2

It is a prerequisite for cover that the insurance is purchased for the correct geographical area for the insured's/policyholder's destination.

13.3

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

13.4

Insurance with a duration of at least a year can be renewed for one year at a time, unless the policyholder cancels the agreement within one month of Gouda sending a normal notice of premium for the new insurance year. Gouda must give two months' notice of termination before the expiry of the insurance period. The terms and conditions and the insurance premium may change, and are in force from the renewal date.

13.5

The insurance covers the period stated on the insurance certificate, and is valid past the agreed-upon period in the following situations:

- for up to 14 days as a result of unexpected and compelling causes outside the control of the insured
- for up to 60 days when the extension of a trip is caused by an illness/accidental injury and the insured for medical reasons and on doctor's orders cannot return home as planned.

The insurance is valid from the moment the agreement is accepted by both parties, or from a later date as agreed, at 00:00 hours. The insurance is valid until 24:00 hours on the last day of the agreement period. The same applies to subsequent renewals. The premium must be paid within the time specified by the payment agreement.

13.6

If the policyholder has the insurance policy drawn up after the insured's departure, the following special rules apply: The policy only comes into force once Gouda has received payment, and never before 00:00 hours 14 days after the order is placed (ordered Wednesday – earliest entry into force is 00:00 hours on Wednesday of the following week).

13.7

When the insurance lapses before the expiry of the agreed insurance period, part of the premium will be reimbursed, calculated on the basis of the remaining insurance term.

13.8

Whoever wishes to make a claim against Gouda must provide the company with the information he/she has available and that the company needs to be able to consider the claim and pay compensation.

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

Whoever provides incorrect or incomplete information during a claims settlement, can lose any claim against Gouda, both under this and other policies; see Sections 8-1 and 18-1 of the Insurance Contracts Act.

13.9 For any personal injury/illness:

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

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

13.9.3 - Gouda is entitled to demand that the insured be examined by Gouda's doctor or a doctor designated by Gouda. If Gouda deems it necessary to requisition a medical declaration from a second expert, the reason for this shall be provided in writing. In the event of death, Gouda has the right to demand an autopsy. In such cases, Gouda covers all costs related to the above.

13.10

Insured/policyholder is obliged to obtain and present the original documentation for expenses or damages he/she seeks compensation for, including original sales receipts, warranties, police receipt, report from the transport company, guides, hotel staff etc.

13.11

The cost of transportation not organised by Gouda is covered up to the sum Gouda would have paid if it had organised similar transportation, though to a maximum amount corresponding to the fare of a scheduled flight – no higher than economy class fare.

13.12

Compensation for loss connected to damage that takes the form of expenses cannot be greater than the real financial expenses incurred by the insured. Expenses that are refunded by others are therefore not covered.

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

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

13.13 The insurance does not cover:

- a) Claims deliberately caused by the insured/policy holder while voluntarily intoxicated, or under the influence of drugs, medicine or another intoxicating agent, unless it is proved that the damage is not connected with this, cf. Sections 4-9 and 13-8 of the Insurance Contracts Act. This provision applies to any cover under this policy. If no fraud has been committed in connection with property damage, Gouda can nevertheless be held partly liable, cf. Section 4-9 of the Insurance Contracts Act.
- 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, arrests, bankruptcies, seizure or other interventions undertaken by a public authority.
- e) Any expense incurred after returning to the Nordic region (however, see section 3.1.3).
- f) Claims that are covered by another policy. This exception does not apply to the accident cover in sections 3.1.1 and 3.1.2.
- g) pilots and co-pilots while flying.
- h) active participation in terrorism, war, uprisings, etc.
- i) damage that is a direct or indirect result of the release of nuclear energy or radioactive forces or radiation from radioactive fuel or waste.
- j) force majeure of any kind.
- k) lost earnings

13.14

If the insured/policy holder via other insurance than life insurance has caused or exacerbated the insurance event through gross negligence, Gouda's liability may be reduced or cease to apply. The decision must take into account the degree of culpability, the sequence of events in connection with the claim, self-inflicted intoxication of the insured/policyholder and the effect of a reduction or elimination of the company's liability on the person entitled to the sum insured or other persons financially dependent on the insured, and on the general context, cf. Sections 4-9 and 13-9 of the Insurance Contracts Act.

The company may not invoke the rules referred to in sections 13.13 a) and 13.14 if the insured/policy holder because of age or state of mind could not understand the scope of his/her actions, cf. Sections 4-9, 13-8 and 13-9 of the Insurance Contracts Act.

13.15 Cover in the event of war:

The insurance does not cover claims that are the direct or indirect result of war or war-like conditions. However, the insurance does cover up to 30 days from the start of events mentioned in this section, when the insured was on holiday in an area that prior to entry was considered peaceful.

The limitations and exemptions in the Terms and Conditions apply to the claim evaluation and the calculation of the compensation.

Gouda is not liable for any damage caused by the outbreak of war or serious unrest/uprisings in areas where there was war/unrest when the insured entered the area/country, unless otherwise agreed and specified in the insurance certificate.

13.16

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

In the event of a breach of a safety regulation, Gouda's liability may be reduced or eliminated. This limitation does not apply if the insured/policyholder is not to blame, or only marginally to blame, or if the insured event is not caused by a violation of the safety regulations.

Although the company has the right to invoke the above limitation regarding a breach of a safety regulation, the company may still be obliged to assume part liability. When settling a claim, emphasis shall be placed on the type of safety regulation violated, the degree of blame, the course of events, and whether the insured/policyholder was in a state of self-induced intoxication, as well as the circumstances in general, cf. Sections 4-8 and 13-9 of the Insurance Contracts Act.

13.17

Complaints relating to this insurance contract can be made to the Norwegian Financial Services Complaints Board, PO Box 53 Skøyen, NO-0212 Oslo, telephone no.: +47 23 13 19 60.

13.18

Any person guilty of deceiving Gouda loses all right to compensation from Gouda under this and other insurance contracts relating to the same event, and Gouda may terminate all insurance contracts with the insured cf. Sections 4-2, 4-3, 8-1 or 13-2, 13-3 and 18-1 of the Insurance Contracts Act.

13.19

All claims filed with an insurance company are also registered in the insurance companies' central claims register (FOSS). When registering a claim, the insurance company automatically receives a summary of all claims filed by the same customer, including claims filed with other insurance companies. It is not possible for the companies to obtain information from the register other than when registering a claim. The register is not accessible to others. Registered claims are deleted after ten years. Pursuant to Section 18 of the Act relating to Personal Data Filing Systems, etc., the insured has the right to access this register. To access the register, a written request must be submitted to the insured's insurance company.

13.20 Notification deadlines and time limitations

All claims must be filed with Gouda immediately, cf. Sections 4-10 or 13-11 of the Insurance Contracts Act. The insured loses the right to compensation if the claim is not reported to the company within one year of the insured becoming aware of the circumstances upon which the claim is based, cf. Sections 8-5 and 18-5 of the Insurance Contracts Act.

The insured's claim is also time-barred pursuant to the provisions in sections 8-6 or 18-6 of the Insurance Contracts Act.

Gouda is freed of any and all liability if the insured has not brought an action or called for a hearing by the appeals board within six months of the insured receiving written notice from the company stating that the company does not consider itself liable and informing him or her of the deadline, its duration and the consequences of it being exceeded, cf. Sections 8-5, 18-5 and 20-1 of the Insurance Contracts Act.

13.21 Maximum insurance cover

The maximum and partial sums for the individual covers mentioned in the conditions constitute the limit for Gouda's obligation to pay compensation per insurance event qualifying for cover under the respective schemes.

For one and the same insurance claim, Gouda covers a maximum of NOK 50 million per event, irrespective of the number of insured persons or cover affected by the insurance event. Insurance claim means all damage due to or caused by/in the same incident, and the claims arising as a consequence of the same event. If the maximum limit per insurance claim is reached, all insured persons must accept a proportional reduction of the insurance payments.

13.22 Governing law and legal venue:

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

13.22.2 Legal disputes regarding the insurance agreement will be resolved in Norwegian courts, unless this conflicts with the unalterable rules of current legislation, or unless another agreement has been made.

13.23 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 is to be used when the case is settled pursuant to foreign law.)

13.24 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 is to be used when the case is settled pursuant to foreign law.)

Gouda Reiserforsikring
Postboks 700 Sentrum
0106 Oslo
Tlf. +47 24 14 45 70
Fax +47 24 14 45 71
Organisasjonsnummer: 995 568 217

E-post: post@gouda.no
Web: gouda.no

- en del av Gjensidige-gruppen
Gjensidige Forsikring ASA
ORG-nr. 995 568 217