



# Business FLEX

**Terms and Conditions 676.1**

Effective January 2017

# Contents

A. Cover and duration	page 5	6. Curtailment	page 16
B. Who the policy covers	page 5	7. Interrupted travel	page 16
C. Contact in case of a claim during travel and documentation the insured person must submit with claims	page 5	8. Personal liability insurance	page 17
D. Definitions	page 6	9. Legal assistance	page 18
E. Travel insurance's cover and exclusions	page 7	10. Delay	page 19
1. Luggage insurance	page 7	11. Personal safety	page 19
2. Travel illness cover	page 10	12. Cancellation insurance	page 20
3. Accident cover	page 12	13. General Terms and Conditions	page 22
4. Repatriation (medical evacuation)	page 15		
5. Patient's escort/summoning	page 16		

## Contact Gouda Reiseforsikring

### Service

+47 24 14 45 70  
post@gouda.no

### Claims

+47 24 14 45 70  
skade@gouda.no

You can also find answers to your questions on our website: [gouda.no](http://gouda.no).

Insurance Terms and Conditions 676.1

## About Gouda Reiseforsikring

### Specialist in travel insurance

Gouda Reiseforsikring specialises in travel insurance and has been operating in Scandinavia since 1994 and Norway since 2002.

Gouda Reiseforsikring is part of Gjensidige Forsikring ASA, which has insured people's lives, health and valuables since its first fire office was established in 1816.

### 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 people posted abroad. Together with a number of selected agents and insurance brokers, we offer specialised, personal and comprehensive advice to holiday and business travellers.

## Summary of cover – Business FLEX Standard

STANDARD	SUMS COVERED (NOK)		
	Single person	Family	See section
Luggage, including	Combined max. 30,000	Combined max. 60,000	
- Employer's belongings	15,000	0	1.2
- Cash	3,000	3,000	1.2.1
- Travel documents	15,000	15,000 per person	1.2.2
- Valuables (groups)	15,000	15,000	1.2.3
- Single objects	15,000	15,000	1.2.4
- Theft from motor vehicle	10,000	10,000	1.2.5
- Bicycle with mounted accessories	3,000	3,000	1.2.6
- Delayed luggage:	3,000	7,500	1.3.8
- Delayed luggage, business trips	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 by colleague	Unlimited	0	2.1.4
- Return journey	Unlimited	0	2.1.5
Accident			
- Death adult	200,000	200,000 per person	3.1.1
child	50,000	50,000 per person	3.1.1
- Permanent medical disability, adult	200,000	200,000 per person	3.1.2
child	500,000	500,000 per person	3.1.2
- Medical treatment expenses after return	25,000	25,000 per person	3.1.3
- Recruitment expenses	0	0	3.1.4
- Adjustment of workplace	0	0	3.1.5
- Broken bones	0	0	3.1.6
- Taxi work/treatment	10,000	10,000	3.1.7
Repatriation (medical evacuation)	Unlimited	Unlimited	4.1
Patient's escort/summoning	35,000	35,000	5.1
Curtailment	Unlimited	Unlimited	6.1
Interrupted travel	25,000	40,000	7.1
Personal liability	6,000,000	6,000,000	8.1
Legal assistance	25,000	25,000	9.1
Delay			
- Delayed departure	3,000	6,000	10.1
- Delayed arrival	20,000	40,000	10.2
Personal safety			
- Evacuation due to war	Unlimited	Unlimited	11.1
- Evacuation due to terrorism	10,000	25,000	11.2
- Evacuation due to epidemics and natural disasters	Unlimited	Unlimited	11.3
- Detention	25,000	50,000	11.4
- Kidnapping	0	0	11.5.2
- Consultant on release	0	0	11.5.3
- Search and rescue expenses	0	0	11.6
- Psychological first aid	5,000	10,000	11.7
Cancellation	40,000	100,000	12

# Summary of cover – Business FLEX Super

SUPER	SUMS COVERED (NOK)		
	Single person	Family	See section
<b>Luggage, including</b>	Combined max. 100,000	Combined max. 200,000	
- Employer's belongings	15,000	0	1.2
- Cash	5,000	10,000	1.2.1
- Travel documents	20,000	20,000 per person	1.2.2
- Valuables (groups)	20,000	35,000	1.2.3
- Single objects	20,000	20,000	1.2.4
- Theft from motor vehicle	20,000	20,000	1.2.5
- Bicycle with mounted accessories	10,000	10,000	1.2.6
- Hole in one	5,000	5,000	1.2.9
- Delayed luggage:	5,000	20,000	1.3.8
- Delayed luggage, business trips	10,000	0	1.3.8
<b>Travel illness cover</b>			
- 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 by colleague	Unlimited	0	2.1.4
- Return journey	Unlimited	0	2.1.5
- Veterinary expenses	5,000	5000	2.1.8
<b>Accident</b>			
- Death adult	300,000	300,000 per person	3.1.1
child	50,000	50,000 per person	3.1.1
- Permanent medical disability, adult	300,000	300,000 per person	3.1.2
child	500,000	500,000 per person	3.1.2
- Medical treatment expenses after return	25,000	25,000 per person	3.1.3
- Recruitment expenses	40,000	0	3.1.4
- Adjustment of workplace	40,000	0	3.1.5
- Broken bones	5,000	5,000 per person	3.1.6
- Taxi work/treatment	10,000	10,000	3.1.7
<b>Repatriation (medical evacuation)</b>	Unlimited	Unlimited	4.1
<b>Patient's escort/summoning</b>	Unlimited for up to 2 persons	Unlimited for up to 2 persons	5.1
<b>Curtailment</b>	Unlimited	Unlimited	6.1
<b>Interrupted travel</b>	50,000	100,000	7.1
<b>Personal liability</b>	15,000,000	15,000,000	8.1
- Excess for rental car	10,000	10,000	8.1.1
<b>Legal assistance</b>	100,000	100,000	9.1
<b>Delay</b>			
- Delayed departure	3,000	6,000	10.1
- Delayed arrival	30,000	75,000	10.2
<b>Personal safety</b>			
- Evacuation due to war, terrorism, epidemics and natural disasters	Unlimited	Unlimited	11.1, 11.2, 11.3
- Detention	25,000	50,000	11.4
- Kidnapping	3,000 per day, max. 20,000	max. 20,000	11.5.2
- Consultant on release	500,000	500,000	11.5.3
- Search and rescue expenses	120,000	120,000	11.6
- Psychological first aid	25,000	40,000	11.7
<b>Cancellation</b>	125,000	250,000	12

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

# Terms and Conditions – Business FLEX

## A. Cover and duration

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

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

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

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

## B. Who the policy covers

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

The policy may not be taken out for persons who have turned 75 years of age, unless a special agreement has been entered into.

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

- a) A spouse/cohabitant on the same policy must have the same address as the policyholder, registered in the population register in the Nordic region. A cohabitant on the same policy does not have the same rights as a spouse when it comes to the payment of death benefit. If no beneficiary is named, the death

benefit will be paid to the insured person's heirs in accordance with the law, cf. the Norwegian Insurance Contracts Act (hereinafter referred to as FAL) section 15-1.

- b) Biological, adopted and foster children are covered by the provisions for family in the policy until turning 21 years of age. It is a condition that the child must have the same address in the 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, grandchildren and great grandchildren younger than 21 years old are covered by the insurance when they travel with the policyholder.

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

If the insured person is injured and requires assistance, this section provides guidance on what to do.

Claim forms can be downloaded from [www.gouda.no](http://www.gouda.no).

### Emergencies:

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

### The Gouda Emergency Centre

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

Fax: +45 33 15 60 61

Email: [alarm@gouda.dk](mailto:alarm@gouda.dk)

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

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

### All other cases:

In all other circumstances, e.g. forwarding bills for reimbursements, you should contact our Oslo office. You can also contact the Oslo office to discuss any questions you have about claims that are not emergencies.

### **Gouda Reiseforsikring**

Postboks 700 Sentrum  
0106 Oslo, Norway  
Telephone: + 47 24 14 45 70  
Fax: + 47 24 14 45 71  
Email: skade@gouda.no

### **Instructions for different types of claim:**

For obvious reasons, we cannot foresee every type of injury or accident the insured person may experience during a trip, however this section explains what must be done in you believe you have a claim.

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

### **Illness/Injury/Death:**

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

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

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

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

### **Delayed luggage**

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

### **Luggage insurance**

In case of theft, assault, robbery etc. Gouda's liability is conditional on the insured person immediately reporting the matter to the local police. If the loss happened while the luggage was in the care of a carrier or airline, the insured person must immediately report

the matter to the company and obtain documentation confirming the report (Property Irregularity Report).

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

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

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

### **Curtailment**

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

### **Personal liability**

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

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

### **Legal assistance**

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

### **Cancellation due to illness**

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

## **D. Definitions**

### **Acute illness:**

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

### **Emergency Centre:**

Gouda's Emergency Centre, A.C. Meyers Vænge 9, 2450 Copenhagen SV, Denmark, Telephone: +45 33 15 60 60, Fax: +45 33 15 60 61, Email: alarm@gouda.dk.



**Sole travel companion:**

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

**The insured person:**

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

**Policyholder:**

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

**Gouda:**

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

**Doctor:**

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

**Extra expenses:**

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

**Travel expenses:**

Reasonable extra expenses for transport, although never more than the cost of economy class on a standard scheduled flight.

**Cohabitant:**

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

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

A spouse's parents/siblings, as well as parents/siblings of a cohabitant.

**Beneficiary:**

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

**Patient's companion:**

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

**Damage caused by chewing:**

Damage caused by chewing while eating due to an unexpected foreign object in food.

**E. Travel insurance's cover and exclusions****1. Luggage insurance**

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

Luggage means personal possessions the beneficiary brings with them for personal use during travel and stays. If the beneficiary is travelling via the means of transport, checked luggage is also covered. This does not apply if the separation is only due to the carrier's luggage handling.

**1.1 Security precautions**

Cover is conditional on the beneficiary complying with the following security precautions:

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

**1.1.1** The beneficiary must not leave insured objects unattended. This also entails a responsibility to ensure that no possessions are left behind when leaving a location.

**1.1.2** When insured objects are left unattended, the beneficiary shall lock doors and ensure that windows are closed and properly secured to prevent unauthorised persons entering motor vehicles, caravans, boats, holiday cottages, flats, hotel rooms or other temporary accommodation (e.g. tents).

**1.1.3** Money and passports must either be carried on the beneficiary's person or locked in a permanently mounted safe or deposit box in a building/storage space suitable for this purpose in a locked room in a building. The key must be kept inaccessible to unauthorised persons.

**1.1.4** In respect of objects mentioned in section 1.2.3 that are not in use, the beneficiary must ensure these are properly locked up. The key must be kept inaccessible to unauthorised persons. If locked storage is unavailable, the beneficiary shall carry the objects on his/her person. If such objects are kept in a motor vehicle or caravan, they must be placed in a closed glove compartment or a locked, non-transparent boot/ski box, or removed if the vehicle does not have a glove compartment/boot/ski box.

**1.1.5** The insured objects shall not be left behind in motor vehicles, caravans, boats or tents at night or places of storage or when such are left unattended for periods of more than 24 hours. Night is

defined as the time from when one leaves the place of storage during the day until one returns the following day, and in all cases where a vehicle/caravan/boat/tent is left unattended from 24:00 to 06:00.

**1.1.6** The beneficiary must ensure that insured objects are sufficiently and adequately packed, and properly protected to survive the relevant means 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 hard case.

**1.1.7** The beneficiary must comply with the carrier's rules concerning contents and packaging/labelling.

**1.1.8** The beneficiary must not send money, jewellery, wristwatches, spectacles/sunglasses, precious stones, precious metals, camera, video, DVD or computer equipment, mobile phones, radios or televisions, audio playback equipment, electronic equipment, fragile objects or perishable goods in checked luggage.

## **1.2 Sums covered for luggage:**

See section 1.3 for information about the losses and insurance events covered.

If travelling on business, objects belonging to the employer are covered up to a maximum of NOK 15,000 per insurance event.

**1.2.1** Money is covered up to NOK 3,000 per insurance event under standard cover and NOK 5,000 per insurance event under super cover.

**1.2.2** Expenses arising from the loss of tickets (travel documents) and passports are covered up to a maximum of NOK 15,000 per person under Standard cover and NOK 20,000 per person under Super cover when the loss is not covered in some other manner.

**1.2.3** Loss of or damage to the following objects will be covered by up to NOK 15,000 for Standard cover per group below per insurance event. For Super cover the maximum is up to NOK 20,000 for a single person and up to NOK 35,000 for a family:

- a) jewellery, wristwatches, pearls, precious stones, precious metals, spectacles, mobile phones or smartphones, photography, video or optical equipment, radios or televisions, audio playback equipment, DVDs/CDs, laptops, tablets or computer equipment and other electronic equipment
- b) antiques, objects of art, carpets, furs, musical instruments, weapons or sports equipment (including fishing, skiing, snowboarding, golfing or diving equipment), driving equipment for a motor vehicle (e.g. driving suits, helmets, gloves and boots, see section 1.4.1.)

**1.2.4** For individual objects not mentioned in section 1.2.3 compensation of up to NOK 15,000 per insurance event under

Standard cover and up to NOK 20,000 per insurance event under Super cover may be paid.

**1.2.5** Theft from motor vehicles is covered up to a maximum of NOK 10,000 under Standard cover and NOK 20,000 under Super cover. Theft from tents, bathing beaches and swimming pools is covered up to a maximum of NOK 5,000 per insurance event.

**1.2.6** Loss of or damage to bicycles outside the municipality of the place of residence or study or the municipality of the place of work is covered up to a maximum of NOK 3,000 under Standard cover and NOK 10,000 under Super cover per insurance event.

**1.2.7** Loss of or damage to keys is covered by up to NOK 4,000 per insurance event for the purchase or re-coding of keys.

**1.2.8** Private mobile phones are covered up to NOK 3,000 per insurance event.

**1.2.9** Hole in One (Super cover only)

The policy covers the beneficiary's expenses up to a maximum of NOK 5,000 to pay for champagne/drinks or similar for each of his/her fellow players who saw the "hole in one" stroke. The expenses must be incurred in the golf course's club rooms on the same date as the "hole in one" occurred.

This is conditional on the course being played on having been approved by the country's official golf federation.

It is also conditional on the submission of acceptance/documentation of a valid "hole in one" from the owner/operator of the course, with its official stamp and receipt.

## **1.3 The policy covers the following losses/damage:**

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

**1.3.2** Robbery, c.f. the Norwegian General Civil Penal Code, sections 327 and 328.

**1.3.3** The following damage to luggage:

**1.3.3.1** On business trips, and for employer's belongings on private trips, the policy covers damage to the beneficiary's luggage in cases of sudden and unforeseen external events caused by a person or persons other than the beneficiary.

**1.3.3.2** On holiday/leisure trips the policy covers damage to the beneficiary's luggage in cases of criminal damage, c.f. the Norwegian General Civil Penal Code, sections 351, 352 and 353. Accidental damage caused by the actions of the beneficiary or other is not regarded as criminal damage.

**1.3.4** Natural damage means damage directly caused by a natural event such as a landslide, avalanche, storm, floods, storm surge, earthquake or volcanic eruption, cf. the Norwegian Act on Natural Damage Insurance.

**1.3.5** Traffic accidents involving a motor vehicle, boat, caravan or bicycle. Traffic accident means collision, overturning and driving off



a public road in traffic, as well as the loss of a boat due to collision, running aground or capsizing.

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

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

**1.3.8** Delayed luggage:

**1.3.8.1** Delayed luggage on business trips

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

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

**1.3.8.2** Delayed luggage on holiday/leisure trips

Under Super cover, delayed luggage is covered up to NOK 2,000 per person per 24-hour period, up to a maximum of NOK 5,000. Under Standard cover, delayed luggage is covered up to NOK 2,000 per person per 24-hour period, up to a maximum of NOK 3,000. In the case of family cover where the luggage of three or more travellers is delayed, delayed luggage is covered up to NOK 6,000 per 24-hour period, up to a maximum of NOK 20,000, under Super cover, and up to NOK 5,000 per 24-hour period, up to a maximum of NOK 7,500, under Standard cover. Otherwise the same rules as in section 1.3.8.1 will apply. Delays experienced by a spouse/cohabitant on the same policy while on business trips for another employer will be covered in accordance with the cover for private trips in this section.

**1.3.8.3** Under Super cover: If checked-in luggage is unavailable because of a delayed flight that results in an involuntary overnight stay, this will be covered by up to NOK 500 per 24-hour period per person, up to a maximum of NOK 2,000. In the case of family cover involving three or more travellers, the cover is up to NOK 1,500 per 24-hour period, up to a maximum of NOK 2,500.

**1.3.8.4** General rules for delayed luggage

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

## 1.4 Exclusions

The policy does not cover:

**1.4.1** Motor vehicles and caravans plus accessories. Accessories means spare parts and fixed equipment such as music equipment,

GPS, mobile phones and ski or luggage boxes. Driving equipment such as driving suits, helmets, gloves and boots, etc. are also considered accessories while in use or stored with the vehicle.

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

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

**1.4.4** Furniture and household goods.

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

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

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

**1.4.8** Animals.

**1.4.9** Damage due to the normal use of the object.

**1.4.10** Loss of/damage to bicycles and accessories within municipality of the place of residence or study or the municipality of the place of work.

**1.4.11** Minor damage to suitcases, bags, backpacks, pushchairs and bicycles such as scratches, minor damage to corners or stains.

**1.4.12** Damage that occurred during transport of a checked-in suitcase, bag or backpack, or a checked-in pushchair or bicycle.

**1.4.13** Consequential damage or loss, e.g. after damage to fragile objects, due to perishable goods or liquid leaking during transport.

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

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

### Where the policy does not apply:

**1.4.16** The policy does not apply while the insured person is at his/her place of work during working hours, at home, or at a place of tuition in the Nordic region during study time (kindergarten, school, university, university college, military service etc.).

The policy does not cover loss of or damage to objects stored in the above-named locations at any time, including when the insured person is travelling.

## 1.5 Claim settlement and calculation of compensation

The Norwegian Insurance Contracts Act (hereinafter referred to as FAL), section 6-1, does not apply.

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

Instances of theft, robbery, assault, bag snatching and criminal damage must also have been reported to the local police. Loss or damage in transit shall immediately be reported to the carrier in accordance with the company's rules. In case of loss or damage,

the beneficiary bears the burden of proof in respect of proving that an insurance event has occurred. Written confirmation that the loss/damage has been reported at the location is important documentation when claiming compensation under the policy. Any right to compensation may be lost if the claim is not reported to Gouda within 1 year of the beneficiary becoming aware of the basis for the claim.

**1.5.2** Damaged goods must be retained and sent to Gouda if requested.

**1.5.3** If loss or damage has occurred (including loss of a recourse claim for Gouda) as a consequence of the beneficiary wilfully or through gross negligence neglecting his/her duties, the company's liability may be reduced or cease to apply.

The decision shall take into account the degree of culpability, the course of events and other circumstances, c.f. FAL, section 4-10.

**1.5.4** Loss or damage is compensated up to a maximum of the sum insured, but never in excess of the insurable value. The insurable value is set at what it would cost, including taxes, to purchase a similar object for the same purposes on the day the damage occurred.

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

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

For brand-name objects such as shoes, clothing, sunglasses, bags, wristwatches, etc. the company can require that a guarantee certificate or receipt/bank statement be presented showing details of the purchase. If such documentation is not presented upon request, compensation will be determined at the discretion of the company or no compensation will be paid at all.

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

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

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

**1.5.6** Objects bought second-hand, or inherited or received as gifts, will be compensated for according to their market value.

**1.5.7** Gouda has entered into favourable agreements with various suppliers of goods and services, which are used in connection with the settlement of claims.

Compensation will be set at what it costs Gouda to

- a) repair the damage, or
- b) acquire an equivalent or substantially equivalent object at the price at the time the object was damaged.

Gouda shall determine which of these alternatives will be utilised and which repairer or supplier will be selected. Gouda will in relation to any insurance event consider whether the beneficiary can receive a cash settlement.

The cash settlement will be equivalent to the sum Gouda would have paid for repairs/replacement.

**1.5.8** Should lost objects be found, the beneficiary is obliged to inform Gouda immediately.

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

**1.5.9** Gouda has the right to check information provided by the beneficiary by contacting businesses and other parties.

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

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

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

Gouda may cancel the insurance contract with 2 months' notice in cases where there have been contraventions of the safety rules in relation to damage, c.f. section 1.1 et seq. Similarly, the company may cancel the insurance contract with the same notice period should three or more claims have been made under this policy in the course of the previous 12 months, or should the claim history deviate markedly from the normal pattern.

## 2. Travel illness cover

### 2.1 What is covered

The policy covers:

- Expenses arising from necessary and normal medical treatment outside the country of residence in the Nordic region, which occurs during the period of cover whilst the insured person is travelling and which is due to acute illness or a serious accidental injury. See section 2.1.6.
- Necessary and documented extra expenses to cover travel, food and accommodation when the insured for medical reasons and

on the orders of a doctor must postpone a planned return journey or cannot continue his/her journey as planned.

- Dental treatment outside the country of residence in the Nordic region, cf. section 2.1.2.
- Extra expenses relating to a travel companion, cf. section 2.1.3.
- Replacement by colleague, cf. section 2.1.4.
- Return journey, cf. section 2.1.5.

#### **2.1.1 Medical treatment expenses:**

**2.1.1.1** Medical treatment, hospitalisation and treatment expenses in hospital after referral by a doctor.

**2.1.1.2** Medical emergency assistance, 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, when the treatment is requisitioned by a doctor.

**2.1.1.4** Transport by ambulance from the scene of the illness/accident to the place of treatment (including air ambulance, assuming this has been approved by Gouda).

**2.1.1.5** Necessary and documented taxi transport to and from the place of treatment for the insured person is covered up to a maximum of NOK 1,000.

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

#### **2.1.2 Dental treatment outside the country of residence:**

**2.1.2.1** Dentist expenses in connection with treatment of accidental injuries that occurred during the trip are covered up to a maximum of NOK 5,000 per insurance event.

**2.1.2.2** Dentist expenses in connection with treatment of acute dental disease/damage caused by chewing that occurred during the trip are covered up to a maximum of NOK 1,000 per insurance event.

#### **2.1.3 Sole travel companion**

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

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

Compensation is limited to NOK 25,000 per insurance event.

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

#### **2.1.4 Replacement by colleague**

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

#### **2.1.5 Return travel**

For business travel, the policy covers the beneficiary's reasonable and necessary expenses for return travel within 2 months to the place where the accommodation/trip 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 that involve at least one overnight stay.

#### **2.1.7 Events/excursions**

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

#### **2.1.8 Veterinary expenses**

Under Super cover: The cover applies to pets owned by the beneficiary 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 policy covers necessary and documented veterinary expenses due to acute illness or injury that occurs during travel outside the Nordic region, but within the EU/EEA, up to a maximum of NOK 5,000 per claim. The policy does not cover animals travelling to participate in exhibitions or competitions, or which will be used for breeding.

## **2.2 Exclusions**

The policy does not cover expenses due to:

**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 that is not part of a normal check-up and/or
- c) changes to medication

#### **2.2.2 The following high-risk activities:**

- Riding, boxing, judo, karate and similar martial arts at a professional level, as well as training for these
- Voluntary participation in fights
- Committing or aiding and abetting criminal acts

#### **2.2.3 Treatment or stays in Norway.**

**2.2.4** Treatment or stays after the insured person has refused to be transported home when Gouda's doctor has decided that repatriation (medical evacuation) should take place.

**2.2.5** Treatment or stays in cases where Gouda's doctor has decided that treatment can wait until return to the Nordic region.

**2.2.6** The insured person does not follow advice or instructions from the doctor providing treatment and/or Gouda's doctor.

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

- a) Has not seen a doctor, has rejected or stopped treatment of the illness, even though the insured person should know or assume that the illness required treatment or had deteriorated significantly.
- b) Has stopped treatment against the advice of a doctor or has been denied treatment.
- c) Before the departure date has been booked in for, referred by a doctor to, or is on a waiting list for evaluation, examination, diagnosis or treatment due to symptoms of illness/disease.
- d) Has failed to attend agreed check-ups within the last 3 months prior to 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 an induced abortion, including illness/morbidity related to pregnancy. Serious and acute complications prior to the 36th week of pregnancy are covered.

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

**2.2.11** Spectacles, contact lenses, hearing aids, false teeth 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 policy does not cover treatment due to, and/or expenses as a result of, the use or 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** 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 (medical evacuation) is not medically advisable, this deadline may be waived.

## **3. Accident cover**

The policy covers the beneficiary's accidental injuries due to an accident during the period of cover and applies for whole days within the period of cover. Accidental injury is defined as a physical injury to the body caused by a sudden external physical event, an accident, which occurs during the period of cover. The insurance event is deemed to have occurred at the time of the accident, even if the consequences of the injury are not clarified at the time.

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

### **3.1 Maximum sum**

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

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

**3.1.1** Treatment expenses incurred after the insured person has returned to his/her home in the Nordic region, and which result from an accidental injury, are covered up to a maximum of NOK 25,000.

**3.1.2** After turning 67 years of age, the sum insured in case of death/disability is limited to a maximum of NOK 100,000. After turning 70 years of age, no benefit is paid in case of death/disability. After turning 70 years old, treatment expenses accrued after returning home to the Nordic region are covered up to a maximum of NOK 5,000 per insurance event.

### **3.1 What Gouda covers and applicable limitations**

The following are covered:

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

#### **Death**

**3.1.1** When an accident covered by the policy causes the insured person's death within 1 year, the death benefit listed in the insurance certificate will be paid, less any previously paid disability compensation.

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

### **Permanent medical disability**

**3.1.2** The insured person is entitled to disability compensation if an accidental injury has resulted in medical disability that is assumed to be permanent. In case of 100% disability, the entire sum insured will be paid; in case of partial disability a proportionately smaller part of it will be paid. The cover is conditional on the insured person being alive at the time the compensation is paid.

Permanent medical disability is determined on the basis of a table published by the Norwegian Ministry of Labour and Social Affairs in the Regulation dated 21 April 1997, parts II and II, but not the Norwegian National Insurance Scheme's other regulations. The assessment shall be made solely on the basis of the table.

For insurance events that are not included in the table, the degree of disability is determined based on an expert comparison with the injuries in the table. For disabilities of the limbs and organs mentioned, the rates in the table set the limits for Gouda's liability in every circumstance. For complex injuries 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 combined degree of disability for the loss of multiple limbs or organs cannot exceed 100%. The loss of or damage to a limb or organ that could not be used at all prior to the accident does not provide entitlement to compensation. If a limb or organ was previously partly lost or unusable, an equivalent deduction is made. When an illness or predisposition contributes to exacerbating the disability that follows the injury, the distribution rule in the above section will apply. Dental damage and disfiguring injuries do not provide entitlement to disability compensation.

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

### **Expenses for subsequent treatment in the Nordic region**

**3.1.3** If an accidental injury results in necessary expenses for treatment in the country of residence in the Nordic region within 2 years from the day of the injury under Standard cover and within 4

years from the day of injury under Super cover, these will be covered up to a maximum of NOK 25,000 for:

- Doctor and dentist. Dental damage that is a direct consequence of an accident is only covered to the extent that treatment is not covered in any other way. The cover for dental damage is conditional on the treatment being approved in advance by Gouda and commencing as soon as possible after the accident. Damage caused by chewing when eating is excluded.
- Dressings and medicines prescribed by a doctor or dentist.
- Prostheses.
- Treatment and stays in public hospitals, as well as physiotherapy treatment and treatment by chiropractor, in cases where 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 is mandatory or approved by an association or organisation.

Expenses in connection with stays in hotels, convalescent homes, etc. are not covered. The policy does not cover extra expenses in connection with stays or treatment in private hospitals or by private doctors that do not receive public subsidies.

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

### **Recruitment expenses (Super cover only)**

**3.1.4** If the insured person dies as a consequence of an accident, the policyholder (employer/organisation) will receive cover of up to NOK 40,000 for reasonable employment expenses or expenses for a temporary replacement. The beneficiary must be permanently employed by the company/a member of the organisation. Employment expenses or expenses for a temporary replacement must be documented within 3 months of the accident.

### **Adjustment of workplace (Super cover only)**

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

### **Broken bones (Super cover only)**

**3.1.6** If the beneficiary, as a consequence of an accident, suffers broken bones in the form of a fractured 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 attending doctor.

#### **Taxi to/from workplace and treatment**

**3.1.7** If the insured person has been hospitalised due to an accident, the policy covers a taxi directly to/from treatment and directly to/from work when it is medically necessary that transport cannot take place by some other means. The maximum compensation is NOK 1,000 per day.

### **3.2 Injuries not covered by Gouda**

Psychological disorders, behavioural disorders, learning disabilities and similar

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

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

#### **Intent**

**3.2.2** If the insured person intentionally caused the insurance 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 person 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 bears the burden of proof that the suicide or attempted suicide was caused by acute mental distress in the sense that the insured person due to age or mental distress could not understand the consequences of his/her actions, and that the suicide or suicide attempt was not caused by mental illness, cf. the first and second paragraphs above.

#### **Profession/trade**

**3.2.3** Unless specifically agreed, the policy does not cover occupational 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 within offshore oil production, shipping/aviation, the

production of explosives/ammunition or transport, are excluded in every circumstance.

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

The following are examples of professions that are covered:

Watchmaker, nurse, housewife, hairdresser and goldsmith.

#### **High-risk activities**

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

- riding, boxing, judo, karate and similar martial arts at a professional level and/or training for these
- voluntary participation in fights
- committing or aiding and abetting criminal acts

#### **Aviation**

**3.2.5** Accidental injuries that arise in connection with aviation are only covered in the case of accidents that befall the insured person as a passenger in an aircraft with a national designation.

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

**3.2.6** Unless specifically agreed, the policy does not cover military service during peace time served in armed forces outside the country of residence, unless the claimant can document that the injury is not due to such service.

#### **Drowning**

**3.2.7** The policy 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 for which Gouda, according to the terms and conditions, is not liable.

#### **Medical treatment/use of medicines**

**3.2.8** The policy does not cover accidental injuries caused during medical examinations, treatments, etc. or when taking medicines, unless the insured person has been treated for an accidental injury for which Gouda is liable. Under no circumstances does the policy cover injuries that are directly or indirectly caused by the consumption of sleeping tablets, painkillers or narcotic substances.

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

**3.2.9** The policy 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
- myocardial infarction



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

### **Poison**

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

### **Actions taken to prevent injury/damage**

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

## **3.3 Claim settlement and calculation of compensation**

### **General rules**

**3.3.1** In case of death and possible permanent disability, Gouda must be notified as soon as possible. The claim form must also be sent to Gouda as soon as possible.

**3.3.2** Both the insured person and the company have the right to requisition declarations from doctors and specialists that are of significance with respect to establishing the basis for the calculation of compensation.

**3.3.3** If it can be assumed that the condition can be improved through surgery or other treatment, and the insured person without reasonable cause declines to undergo treatment, the final determination of the degree of disability shall nevertheless consider the possibility of any improvement that such treatment would have resulted in, cf. FAL, section 13-12.

**3.3.4** Unless otherwise stated in the insurance certificate, the compensation belongs to the insured person or his/her heirs, cf. FAL, section 15-1.

**3.3.5** Claims for compensation fall due for payment as soon as Gouda has had a reasonable amount of time to clarify liability and calculate its final liability. See also section 3.1.2 concerning disability claims. If it becomes clear at an earlier point that the company will at least have to pay part of the sum being claimed, an equivalent advance will be paid, cf. FAL, section 18-2.

## **4. Repatriation (medical evacuation)**

### **4.1 The policy covers:**

**4.1.1** In the case of acute illness/injury, the costs of transportation to a place for necessary qualified treatment or home/the Nordic region when adequate medical treatment cannot be given where the insured person is. The transportation must be approved by Gouda's doctor in advance. Any return travel during the period of cover, after treatment is complete, must be approved by Gouda's doctor.

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

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

### **4.2**

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

### **4.3 Exclusions**

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

**4.3.1** Gouda's doctor has determined that treatment can wait until the scheduled return to the Nordic region.

**4.3.2** The repatriation has not been approved by Gouda.

**4.3.3** The repatriation has been organised by the insured person and Gouda has incurred expenses that the company would not have incurred had Gouda organised the repatriation.

**4.3.4** The repatriation takes place as a consequence of the insured person's fear of infection.

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

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

**4.3.7** It is due to a need for treatment that was known about prior to departure.

**4.3.8** The repatriation is due to pregnancy, birth or an induced abortion, including illness or disease as a result of pregnancy. Serious and acute complications prior to the 36th week of pregnancy are covered.

## 5. Patient's escort/summoning

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

### 5.1

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

### 5.2

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

### 5.3

Gouda's acceptance must be obtained in advance.

### 5.4 What is covered

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

- a)** Transport – maximum economy class, though not air ambulance, in cases where the insured person is to be transported to an appropriate place of treatment or repatriated (medically evacuated). The policy does not provide compensation if the insured person is to be repatriated (medically evacuated) within 3 days of the patient's escort's departure from the Nordic region.
- b)** Accommodation in hospital/hotel.
- c)** Documented expenses for food and local transport.

**5.4.2** Returning home or catching up with scheduled itinerary – maximum economy class – when the escorting of the patient is over, either because the insured person has been discharged from hospital at the location or has arrived home/in a hospital in the Nordic region.

**5.4.3** The period of stay for the patient's escort can never exceed the period of illness.

## 6. Curtailment

### 6.1

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

**6.1.1** The beneficiary person is summoned home for a funeral/burial or hospitalisation for a life-threatening condition due to a serious accident or an acutely serious illness on the part of the following persons/groups of persons resident in the EU/EEA: spouse or cohabitant, children, grandchildren, parents, grandparents, siblings, brothers-in-law, sisters-in-law and parents-in-law.

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

**6.1.2** The beneficiary's presence is required due to fire, burglary, natural damage or damage caused by water pipes in the beneficiary's residence, business or office in the Nordic region.

**6.1.3** The policy covers return travel during the interrupted trip's planned travel time, as long as this falls within the period of cover.

## 7. Interrupted travel

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

### 7.1

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

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

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

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

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

## 7.2

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

## 7.3

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

## 7.4

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

## 7.5 Interrupted travel is covered if:

- the insured person has returned home early for necessary medical reasons. "Medical reasons" means that satisfactory treatment of an acute illness, serious accidental injuries or unexpected acute deterioration of a chronic illness cannot be provided where the insured person is currently staying.
- the insured person has returned home early due to acute and serious illness, serious accidental injury or an unexpected death in his/her immediate family resident within the EU/EEA, see the definition in section 6.1.1.
- the insured person has been hospitalised
- the insured person has been on bed rest or has been confined to a hotel room/flat on the orders of the attending doctor where the insured person is staying. The date of the first doctor's visit counts as the first day of bed rest. This compensation is only paid when acute illness/accidental injury has resulted in to bed rest during the period of cover.
- the insured person has returned home due to fire, burglary, loss/damage due to a natural disaster or water pipe damage, cf. section 6.1.2.

## 7.6 The insured person's obligations in the event of an insurance event

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

## 8. Personal liability insurance

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

The policy covers liability that arises on travel outside the Nordic region.

## 8.1 What is covered

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

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

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

**8.1.1** Under Super cover: In case of damage to a rental car while on a leisure trip, the excess the beneficiary is held liable for pursuant to the rental agreement with the rental firm will be reimbursed up to a maximum of NOK 10,000 per insurance event.

## 8.2

The beneficiary must never admit liability or accept a claim for compensation. Leave it to Gouda to determine this. Otherwise, the beneficiary risks personally having to pay damages even for insurance events where the beneficiary may bear no liability for the events. Gouda must immediately be informed of insurance events and will then make the necessary decisions on how to proceed with the case.

## 8.3 Exclusions

The policy does not cover personal liability:

**8.3.1** For intentional acts or omissions.

**8.3.2** In connection with the beneficiary's profession or trade.

**8.3.3** As the owner, driver or user of motor vehicles, tools, boats, jet skis, aircraft (excluding model aircraft), or horses registered for racing or carriage racing which are being trained or participate in races. However, liability as the owner, driver or user of the following is covered:

- canoes, kayaks, sailboards/surfboards
- hang-gliders, para-gliders
- boats under 15 feet in length with a motor of less than 10 HP
- wheelchairs, self-propelled lawn mowers, rotary snowploughs, etc. if not capable of speeds greater than 10 km/h.

**8.3.4** For damage to objects caused by digging, blasting, piling, sheet piling and demolition, as well as landslides, avalanches, earth-slips, dams breaking, and subsidence.

**8.3.5** Towards a travel companion, spouse, cohabitant, parents, grandparents, foster parents, parents-in-law, siblings, children, grandchildren, foster children, as well as spouses and cohabitants of the aforementioned. It is the family relationship at the time of the injury that is relevant.

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

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

**8.3.8** For damage to objects belonging to another party, but which the beneficiary or someone on behalf of the beneficiary uses, borrows or has received in order to transport or store. However, damage is covered to rented hotel rooms or holiday flats in the form of fire, explosion or leaks of water/liquid from the building's internal pipelines.

**8.3.9** Which is solely based on a promise, agreement, contract or guarantee, including liability the beneficiary must bear because the beneficiary has waived his/her right to legal remedy.

**8.3.10** Director's liability.

**8.3.11** The transmission of a communicable disease.

**8.3.12** Which the beneficiary has incurred as a result of pollution.

**8.3.13** The beneficiary's strict liability incurred due to injury caused by his/her children, cf. the Norwegian Act of 13 June 1969 no. 26 relating to Compensation in Certain Circumstances, section 1-2.

## **8.4 Claim settlement and calculation of compensation**

**8.4.1** In cases where a claim is covered by the policy, Gouda must clarify whether liability exists, negotiate with the claimant, and, if necessary, bring the case before the courts.

**8.4.2** Gouda shall bear its own costs when determining questions concerning compensation, even if these exceed the sum insured.

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

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

**8.4.5** Gouda has the right to pay any compensation sum directly to the injured party. In cases where claims are lodged directly with Gouda, the company shall notify the beneficiary as quickly as possible and keep the beneficiary informed about further progress of the claim. Gouda's admissions to the injured party do not bind the beneficiary.

## **9. Legal assistance**

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

The policy covers disputes that arise on travel outside the Nordic region.

### **9.1 The policy covers:**

**9.1.1** The beneficiary's costs for legal assistance in cases where a dispute that has arisen during the trip or at the destination, where the beneficiary is a party as a private citizen, requires legal assistance before the trip has ended.

**9.1.2** Travel expenses resulting from the beneficiary being summoned as a witness or for questioning in a foreign court.

**9.1.3** Bail/a bond which is necessary to release the beneficiary or property of the beneficiary from detention by foreign authorities. The bail/bond is considered an interest-free loan that must be repaid to Gouda upon release or on demand.

**9.1.4** Transport expenses for a person requested by the beneficiary – maximum economy class – to come out to the beneficiary and return home, should the beneficiary be detained by local authorities for more than 48 hours.

### **9.2 Exclusions**

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

**9.2.1** Between the beneficiary and the travel agent, the tour operator, the travel broker, or one or more travel companions.

**9.2.2** In connection with relationships of a professional nature.

**9.2.3** In connection with matters concerning family, inheritance or probate law.

**9.2.4** In connection with disputes concerning the beneficiary's real estate, or purchases or sales of real estate or timeshare.

**9.2.5** In connection with criminal trials, defamation cases, or claims for compensation in such cases.

**9.2.6** In connection with traffic cases where the beneficiary used motorised transport.

**9.2.7** Which concern compensation settlements under this or other insurance contracts under which the beneficiary is covered by Gouda or Gjensidige Forsikring.

**9.2.8** When the claim will obviously not be upheld.

**9.2.9** Special terms and conditions:

**9.2.9.1** Legal assistance cover is conditional on the beneficiary not being entitled to free legal aid to conduct the case and it not being possible to address the disagreement via a publicly recognised appeal body, including a court of appeal.

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

**9.3** The insured person's obligations and precautions in the event of an insurance event

**9.3.1** Should the beneficiary seek compensation under this policy, then Gouda must be notified as promptly as possible, and within a year of a lawyer being engaged. Notification must be provided in writing.

**9.3.2** The beneficiary undertakes to limit costs as far as possible and personally bear those costs which arise without reasonable cause.

## **9.4 Claim settlement and calculation of compensation**

**9.4.1** The beneficiary is free to choose a lawyer he/she deems suitable for the commission given the beneficiary's place of residence and the nature of the case.

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

## **10. Delay**

### **10.1 Delayed departure**

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

Cover is conditional on the delay being a result of weather conditions and/or a technical fault with the aeroplane, and the delay in the original flight plan being 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 2 hours results in the beneficiary missing the tour operator's corresponding means of transport, Gouda will cover the extra expenses, up to a maximum NOK 20,000 under Standard cover and up to a maximum of NOK 30,000 under Super cover, required to catch up with the fixed itinerary when this is due to:

- a technical fault that affects public transport for which a pre-paid ticket has been purchased
- weather conditions when the beneficiary is travelling by public transport

- traffic accidents when the beneficiary is travelling by public transport
- traffic accidents that require salvage of the private vehicle the beneficiary is travelling in

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

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

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

If the delay means it is impossible to utilise a pre-paid travel connection on the same day, the necessary and documented costs of overnight accommodation will be covered up to a maximum of 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 carrier's transport/compensation liability pursuant to relevant laws, regulations or bodies of rules.

## **11. Personal safety**

### **11.1 Evacuation due to war**

If there is an imminent danger war or a warlike situation breaking out while the beneficiary is in the country, the policy covers evacuation to the nearest safe destination as per the recommendations of the Norwegian Ministry of Foreign Affairs, as well as associated extra expenses. The transport must take place at the earliest opportunity after the Ministry has made its recommendations.

### **11.2 Evacuation due to terrorism**

If evacuation is carried out on the recommendation of the Norwegian authorities as a consequence of acts of terrorism or serious disturbances of the peace in a country that prior to arrival were considered peaceful, the policy covers evacuation to the nearest safe destination as per the recommendations of the Norwegian Ministry of Foreign Affairs, as well as associated extra expenses. The transport must take place at the earliest opportunity after the Ministry has made its recommendations.

### 11.3 Evacuation due to epidemics and natural disasters

If evacuation is carried out on the recommendation of the Norwegian authorities as a consequence of epidemics or natural disasters, the policy covers evacuation to the nearest safe destination as per the recommendations of the Norwegian Ministry of Foreign Affairs, as well as associated extra expenses. The transport must take place at the earliest opportunity after the Ministry has made its recommendations.

### 11.4 Detention

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

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

### 11.5 Kidnapping (Super cover only)

**11.5.1** The policy covers:

**The policy covers deprivation of liberty under the following cover:**

**11.5.2** Compensation for the beneficiary

Gouda Reiserforsikring will pay NOK 3,000 for each full day that the beneficiary suffers kidnapping, abduction or being held hostage during the period of cover. The maximum compensation is NOK 20,000 per insurance event.

**11.5.3** Consultant services

Gouda Reiserforsikring will cover up to NOK 500,000 for consultant services to resolve the aforementioned insurance events.

**11.5.4** Limitations

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

**11.5.5** Definitions

#### **Kidnapping**

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

#### **Hostage**

Being taken hostage means unlawful deprivation of the liberty of the beneficiary by any person(s) acting as agent(s) for or with the implicit approval of any government or government body, or acting

or intending to act on the behalf of any rebellious party, organisation or group.

#### **Hijacking**

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

#### **Consultant services**

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

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

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

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

### 11.6 Search and rescue expenses (Super cover only)

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

### 11.7 Psychological first aid

If someone in the same household and/or the beneficiary's child is killed in an accident, psychological consultations for the beneficiary will be covered up to a maximum of NOK 5,000 under Standard cover and NOK 25,000 under Super cover. Treatment expenses incurred after 2 years after the accident are not covered. The same household means family members with the same residential address as the beneficiary.

## 12. Cancellation insurance

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



## 12.1 Where the cover applies

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

## 12.2 What is covered

**12.2.1** The policy covers cancellation expenses incurred by the beneficiary pursuant to provisions stipulated by:

- carriers
- tour operators
- hotel or providers of holiday cottages/room for rent

"Cancellation expenses" refers to sums paid for travel and accommodation that the beneficiary will not be refunded when cancelling a trip prior to departure.

### Taxes and public charges are not covered.

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

## 12.3 What Gouda covers and the applicable limitations

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

### 12.3.1

- acute illness or injury
- death

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

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

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

### 12.3.2

- fire
- burglary
- natural damage
- damage from water pipes

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

**12.3.3** Epidemics, natural disasters, acts of terrorism, or other warlike acts that occur within 14 days of planned departure that make it impossible for the insured person to enter the country and/or this is against official travel advice issued by the Norwegian Ministry of Foreign Affairs. However, see section 12.6 of the terms and conditions.

**12.3.4** Divorce/separation on the part of the insured person or the termination of cohabitation on the part of the insured person within 3 months prior to departure. In the case of termination of cohabitation, cover is conditional on the insured person and his/her cohabitant having been registered with separate addresses in the population register, and that they have previously lived together at the same address registered in the population register for at least 12 months prior to the termination of cohabitation.

**12.3.5** If the beneficiary is summoned for jury service, as a lay judge or witness in a case fewer than 14 days before the scheduled departure date.

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

**12.3.7** If a travel companion accompanying the beneficiary dies.

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

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

**12.3.10** If the beneficiary 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 Exclusions

The policy does not cover cancellation due to:

- hospitalisation, evaluation, examination or treatment that takes longer than planned
- planned examination, treatment, or an operation that is expedited or postponed, unless notification of this is received from the treating physician or institution at least 14 days prior to departure
- recreation or a spa stay that is either pushed forward or postponed

- pregnancy or an induced abortion and associated illnesses or diseases. However, cancellations due to serious, unexpected complications that arise prior to the 36th week of the pregnancy are covered
- the original purpose of the trip no longer applying
- changed conditions at the destination
- a fear of flying or fear of war, terrorism or illness

### **12.5 Beneficiary's obligations and precautions in the event of an insurance event**

**12.5.1** In the event of an insurance event, the beneficiary shall without undue delay notify Gouda and the travel agency, tour operator, carrier or hotel where the trip or rental agreement has been purchased.

Should Gouda incur losses, including loss of recourse, because the beneficiary has wilfully or through gross negligence failed to meet his/her obligations, the company's liability may be reduced or cease to apply. The decision shall take into account the degree of culpability, the course of events and other circumstances, c.f. FAL, section 4 -10.

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

#### **The following must be provided in case of a claim:**

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

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

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

### **12.6 Cover from other sources**

The policy does not cover losses or expenses which may be reclaimed from a travel agent, tour operator, carrier, rental company or hotel, or which are covered by other policies. If the

cancellation expenses can be claimed from others, Gouda will pursue the beneficiary's compensation claim for that part of the beneficiary's loss which has been disbursed under the policy, provided that the cancellation expenses can be claimed from others.

## **13. General Terms and Conditions**

In addition to these terms and conditions the following apply:

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

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

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

### **13.1**

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

### **13.2**

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

### **13.3**

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

### **13.4**

Policies with a duration of at least a year are renewed for 1 year at a time, unless the policyholder cancels the contract within 1 month of Gouda sending a normal notice of premium for the new insurance year. Gouda must give 2 months' notice of termination prior to the period of cover expiring. The terms and conditions and the

insurance premium can be amended and apply from the renewal date.

### 13.5

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

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

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

### 13.6

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

### 13.7

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

### 13.8

Whoever wishes to make a claim against Gouda must provide the company with the information 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](http://www.gouda.no).

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

### 13.9 In all cases of injury or illness:

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

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

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

### 13.10

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

### 13.11

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

### 13.12

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

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

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

### 13.13 The policy does not cover:

- a) Claims arising from the beneficiary's/insured person's intentional self-induced intoxication or the beneficiary/insured person intentionally being under the influence of narcotics, medicines or other intoxicating substance, unless it can be proven that the injury/damage is not connected to this, c.f. FAL, sections 4-9 and 13-8. This applies to any cover under this policy.

If no intent has been demonstrated in connection with property damage, Gouda may nevertheless be held partly liable, cf. FAL, section 4-9.

- b)** The policy does not cover participation in scientific expeditions, unless this is explicitly agreed 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 home to the Nordic region (however, see section 3.1.3).
- f)** Claims that are covered by another policy. This exclusion 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/injury 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 beneficiary/insured person via other cover than life insurance has caused or exacerbated the insurance event through gross negligence, Gouda's liability may be reduced or cease to apply. When determining this, account must be taken of the degree of culpability, the course of events, whether the beneficiary/insured person was in a state of self-inflicted intoxication and the effect of a reduction or elimination of the company's liability on the person entitled to the sum insured or other persons financially dependent on the him or her, and of the general context, cf. FAL, sections 4-9 and 13-9.

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

### 13.15 Cover in case of war:

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

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

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

### 13.16

Safety and security precautions have been prescribed to prevent or minimise damage/loss. The safety and security precautions must be complied with.

If a safety or security precaution is breached, Gouda's liability may be reduced or cease to apply. This limitation does not apply if the beneficiary/insured person is not to blame, or only marginally to blame, or if the insurance event was not caused by a breach of the safety or security precautions.

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

### 13.17

Complaints concerning the insurance contract can be made to the:

Norwegian Financial Services Complaints Board, Postboks 53  
Skøyen, 0212 Oslo, Telephone: +47 23 13 19 60

### 13.18

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

### 13.19

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

Registered claims are deleted after 10 years. Pursuant to section 18 of the Norwegian Personal Data Act, policyholders have the right

to access this register. A written request must be submitted to the insurance company if access is required.

### **13.20 Deadlines for notification and statute barring**

All claims must be filed with Gouda without delay, cf. sections 4-10 or 13-11 of the Norwegian Insurance Contracts Act (hereinafter referred to as FAL). The beneficiary loses the right to compensation if the claim is not reported to the company within 1 year of the beneficiary becoming aware of the circumstances upon which the claim is based, cf. FAL, sections 8-5 or 18-5.

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

Gouda is freed of any and all liability if the beneficiary has not lodged a claim or demanded a tribunal hearing within 6 months of the beneficiary 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. FAL, sections 8-5, 18-5 and 20-1.

### **13.21 Maximum sum insured**

The maximum and partial sums for the individual cover mentioned in the terms and conditions constitute the limit of Gouda's liability per covered insurance event under the respective schemes.

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

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

**13.22.1** This insurance contract is subject to Norwegian law insofar as this is not in conflict with the Norwegian Act of 27 November 1992, no. 111, on Choice of Law in Insurance, or otherwise has been agreed.

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

### **13.23 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 applies 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 applies when the case is settled pursuant to foreign law.)

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