

# Annual travel insurance

Terms and conditions 625.4



Valid from 15 March 2021

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## **Contact Gouda Reiseforsikring**

## Service Centre

(+47) 24 14 45 70 gouda@gouda.no

## Claims

(+47) 24 14 45 70 skade@gouda.no

You can also find answers to your questions on our website: gouda.no.

#### **Emergencies:**

If the insured person experiences an emergency while travelling that concerns the travel insurance, we ask that the insured person, the treating physician or next of kin contact the Gouda Alarm Centre. The Alarm Centre is open 24 hours a day, 365 days a year.

When you contact the Gouda Alarm Centre, you will get to speak to a service coordinator who will provide you with the necessary assistance. If the enquiry concerns illness or an accident, doctors are on hand to initiate a dialogue with the treating physician.

The insured person is obliged to comply with the recommendations of the doctor and the Alarm Centre.

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## Gouda Reiseforsikring

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Contact Gouda Reiseforsikring P.O. Box 700 Sentrum NO-0106 Oslo

## Gouda Alarm Centre

A.C. Meyers Vænge 9, DK-2450 Copenhagen SV, Denmark

Tel. (+45) 33 15 60 60, Fax: (+45) 33 15 60 61 email: alarm@gouda.dk

## Summary of coverage

COVERAGE		SUPER STANDARD			
		Coverage amount in NOK WITHOUT deductible	Coverage amount in NOK WITH deductible	Deductible Standard	See section
lllness/injury				1,000	4.
Medical expenses		Unlimited	Unlimited		
Hospital stay		Unlimited	Unlimited		
Repatriation		Unlimited	Unlimited		
Call-out		Unlimited	Unlimited		
Dental treatment after se injury	erious accidental	Unlimited	Unlimited		
Phone expenses		5,000	5,000		
Holiday compensation		7,500	7,500		
Lost holiday days		100,000	40,000		
Return journey back to de	estination	10,000	10,000		
Luggage		Unlimited	20,000	1,000	5.
Cash		5,000	3,000		
Valuables		30,000	10,000		
Individual items		25,000	6,000		
Mobile phone		3,000	3,000		
Damaged checked-in suit etc.	tcase, bag, handbag	2,000	2,000		
Theft from beach, pool o	r tent	5,000	5,000		
Bicycle <sup>1</sup> when travelling o	utside Norway	30,000	2,500		
Delays				1,000	6.
Delayed luggage		2,000 per day, max. 5,000	2,000		
Delayed means of transp	ort	25,000	20,000		
Evacuation				1,000	7.
Additional travel/accomn	nodation expenses	Unlimited	Unlimited		
Lost holidays in the event	of evacuation	10,000	10,000		
Cancellation		200,000	20,000	1,000	8.
Deductible for hire cars		15,000	No coverage		9.
Accidents					10.
Death	adult child	100,000 100,000	50,000 50,000		
Permanent medical disab	ility adult child	300,000 500,000	100,000 200,000		
Treatment expenses	adult child	15,000 25,000	5,000 10,000	1,000	
Liability – outside the Nordic countries		15,000,000, per claim	15,000,000	1,000	11.
Legal assistance – outside the Nordic countries		100,000	100,000	1,000	12.

Note: In the event of conflict, the amounts stipulated in the coverage overview take precedence over the amounts stipulated in the terms and conditions. The insurance certificate will state whether the policy is for Standard or Super coverage.

The insurance sums listed apply per person, unless otherwise stated in the insurance documents.

## 1. Safety precautions

- what you must do to prevent loss/damage

Also applicable to spouse or cohabitant (Section 4-11 of the Insurance Contracts Act)

- Luggage/personal belongings must be properly secured against theft. The insured person must lock doors and ensure that windows are closed and properly secured to prevent unauthorised persons entering his or her motor vehicle, caravan, boat, holiday cabin, apartment, hotel room or other temporary accommodation (e.g. tent).
- Money and passport must either be carried by/on the insured person or locked in a permanently mounted safe or deposit box in a building or other suitable storage space in a locked room in a building. The key must be kept inaccessible to unauthorised persons.
- Valuables (photo/video/computer equipment and other electrical/optical equipment, mobile phones, watches and jewellery) and cash left in a motor vehicle/boat/caravan must be stored out of sight in a separate locked storage space
- Luggage must be properly and expediently packed to withstand transportation
- The carrier's rules must be complied with when luggage is sent
- The following must not be sent as checked-in luggage:
  - photo/video/computer equipment and other electrical, electronic and optical equipment
  - jewellery, smart watches/watches, cash and documents with cash value
  - bottles, breakable objects, perishable goods and medication
- The carrier's rules concerning attendance time must be complied with.

The right to compensation may otherwise lapse in whole or in part (Section 4-8 of the Insurance Contracts Act).

## 2. Definitions

#### Gouda

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

### Acute illness:

An unexpected acute illness or an unexpected and acute worsening of a pre-existing or chronic illness.

## 3. Travel insurance

Covered	Not covered
3.1 Who does the insurance policy apply to?	
Persons* specified in the insurance certificate who are members of the Norwegian National Insurance scheme with full entitlements, have a permanent address in Norway (registered in the Norwegian Population Register) and live there at least six months of the year. Super coverage for families also applies to grandchildren and great grandchildren under the age of 21 who are going to travel or are travelling alone with the insured person.	
3.2 Where does the insurance policy apply?	
The whole world - for journeys that start and end at the residential address in Norway	<ul> <li>At the residential address</li> <li>At the place of work or study, at kindergarten etc.</li> <li>In countries/areas covered by official travel advice issued by the</li> </ul>
In the case of pupils, students and conscripts in Norway who live at a temporary address different to that registered in the Population Register, both addresses are considered their residential address.	<ul> <li>Norwegian Ministry of Foreign Affairs. See also general terms and conditions. Extensions are subject to special agreement.</li> <li>On trips and expeditions requiring special planning and equipment in the following areas <ul> <li>Greenland: Crossing the Greenland ice sheet</li> <li>The Himalayas: at altitudes above 4,500 metres</li> <li>The Arctic/Antarctic</li> </ul> </li> </ul>
<ul> <li>Accidents</li> <li>The whole world, 24 hours a day – regardless of whether you are travelling or not.</li> </ul>	<ul> <li>On trips and expeditions in special areas – see above</li> </ul>

#### Deadline for reporting claims

Claims must be reported to Gouda within one year of the insured person/the person entitled to compensation becoming aware of the circumstances giving grounds for the claim. The right to compensation may otherwise lapse.

#### Complaints

If you are unhappy with any aspect of your insurance, you can contact

- Gouda/Gjensidige's customer ombudsman
- The Norwegian Financial Services Complaints Board (Finansklagenemnda)

Covered	Not covered
3.3 What is insured?	
Gouda Super: The insurance is valid on all trips with a duration of up to 70 days.	<ul> <li>Items imported to Norway in contravention of applicable customs and tax rules. This applies regardless of when the item was imported.</li> </ul>
Gouda Standard:	Financial loss that cannot be documented
All holiday travel including at least one overnight stay, or that includes a flight - with a duration of up to 45 days.	<ul> <li>Financial loss or damage that is directly/indirectly due to strike, other labour disputes or bankruptcy</li> <li>Other financial loss</li> </ul>
	Expenses that others are obliged to reimburse
The duration of the trip is reckoned from the day the person leaves	• Expenses
their residential address in Norway and until they have returned to the same place.	<ul> <li>for search or rescue missions</li> <li>for rescue/transport home by motor vehicle or boat</li> <li>For pilots/co-pilots – loss/injury sustained in an aircraft with a</li> </ul>
It is a prerequisite for the validity of the insurance that the	national designation
premium is paid prior to departure or by the date specified in the	Injury caused by engaging in
payment notice at the latest.	- parachuting from fixed objects
Sums insured are stated in the coverage overview.	<ul> <li>combat sports at a professional level, such as boxing, judo, karate and similar, and training for this</li> <li>uncertified underwater diving</li> </ul>

# 4. Illness/injury

Covered	Not covered
4. Illness/injury	
In the event of <b>unexpected acute illness or injury</b> that arises and must be treated during the trip, the insurance covers the following necessary additional expenses: <b>Treatment</b> - doctor and prescribed medication - <b>Eyr</b> Online Doctor*** on trips outside Norway - for less serious injuries and illness - hospital stays**** - dental treatment and prescription drugs for dental injuries resulting from a serious accidental injury - physiotherapy and chiropractic treatment prescribed by a doctor - crisis therapy following acute mental crisis**** - necessary phone calls in connection with serious illness/injury <b>Transport and overnight stays</b> • The insurance covers transport to/from the place of treatment, using own car, NOK 2.50 per km • When necessary**** for <b>medical reasons</b> in connection with the insured person's unexpected and acute illness, accidental injury or death - <b>repatriation</b> to the place of residence or agreed place of treatment in Norway. In the event of death, funeral service/ burial in the location may be covered by up to NOK 30,000 instead of repatriation - <b>travel companion/escort</b> – travel and accommodation for one person - <b>rejoining</b> the planned travel route - <b>extended stay</b> on doctor's orders** • <b>Returning home early</b> **** that occurred after the journey started - serious and unexpected illness, accident or death in the immediate family ** that occurred after the journey started - serious damage to own home or place of business that requires your presence <b>Call-out****</b> on the basis of the insured person's serious medical condition, travel expenses are covered equivalent to travel from Norway and accommodation for up to two persons.	<ul> <li>Expenses due to:</li> <li>illness or injury that was known prior to departure if <ul> <li>a need for treatment has already been established</li> <li>deterioration or complications are highly likely</li> </ul> </li> <li>treatment as a result of use/abuse of alcohol, medication or narcotic substances. This limitation does not apply to children under the age of 16</li> <li>cosmetic treatment or surgery</li> <li>childbirth after the 36th week of pregnancy</li> <li>dental and periodontal disease or injuries from chewing</li> <li>continued treatment abroad when the attending doctor, in consultation with Gouda/the Alarm Centre doctor, considers it justifiable to arrange transport home to Norway</li> <li>recuperative or curative/spa retreats</li> </ul> Expenses <ul> <li>incurred after return home</li> <li>for treatment in private clinics in Norway/the Nordic countries</li> </ul>

## Not covered

Covered	Notcovered
Illnoss/iniumy cont	
Illness/injury, cont.	
Interrupted holidays	
Holiday compensation – trips of up to five weeks' duration	
In the event of acute illness or injury that leads to	
- bed rest following treatment/examination by a doctor in	
the location	
- hospitalisation	
compensation of NOK 750 per day is granted from and including	
the date of the first visit to the doctor/hospital admission, for up	
to ten days per trip.	
Lost holiday days	
Lost holidays are covered by up to NOK 1,000 per day/per	
person insured for interrupted holidays caused by repatriation	
or returning home early for reasons that warrant	
compensation. Compensation is granted for prepaid expenses	
for transport and accommodation, courses and conferences,	
proportionate according to the point at which the planned	
holiday was interrupted. For transport using one's own car, a	
total of NOK 2.50 per km is reckoned (with own leisure craft:	
NOK 5 per nautical mile) both ways from the residential	
address to the place where the trip was interrupted.	
<ul> <li>If your sole travel companion becomes ill/injured</li> </ul>	
If your <b>sole travel companion</b> or his/her immediate family** is	
struck by unexpected acute illness or accidental injury, the	
following is covered:	
- necessary additional expenses for accommodation,	
rejoining the planned travel route and repatriation	
- lost holiday days – see above	
When compensation is granted for interrupted holidays, prepaid	
<b>tickets</b> for individual events (football match, concert etc.) that	
were not used due to the illness/injury are also covered.	
were not used due to the inness/injury dre diso covered.	
Return journey	
Transport expenses for one journey back to the holiday	
destination are covered within the planned travel period.	

Covered

# 5. Luggage

Covered	Not covered
5. Reisegods	
<ul> <li>In the event of loss or damage caused by:</li> <li>theft, robbery or vandalism (cf. the Penal Code Sections 321, 327 and 351)</li> <li>fire or water pipe damage</li> <li>natural disaster (landslide/avalanche, hurricane, flood, storm surge, earthquake and volcanic eruption)</li> <li>collision, driving off the road or rollover on a public road, with a <ul> <li>motor vehicle, trailer, caravan, bicycle1, bicycle trailer and electric bicycle</li> <li>grounding, collision or capsizing of a boat</li> <li>transport - damage to or loss of checked-in luggage</li> </ul> </li> <li>compensation is paid for luggage, i.e. personal belongings for personal use on the journey. This includes: <ul> <li>items borrowed from private individuals</li> <li>rented items for which you are responsible in accordance with a rental agreement</li> <li>travel documents/passport to be replaced during the trip</li> </ul> </li> <li>See the coverage overview for special amount limits</li> <li>By valuables is meant: <ul> <li>photo/video/computer equipment and other electrical/optical equipment, mobile phones, watches and jewellery.</li> </ul> </li> </ul>	<ul> <li>Motor vehicles, trailers and boats, keys, accessories and equipment related thereto. Kayaks and canoes are not considered boats in this context</li> <li>Driving/safety equipment for the driver or passengers of motor vehicles when used or stored together with the vehicle</li> <li>Luggage that is lost or misplaced</li> <li>Damage sustained during competitions/races</li> <li>Damage to/theft of bicycles, bicycle trailers, electric bicycles or electric scooters that occurs in Norway</li> <li>Loss in the event of embezzlement (cf. Section 324 of the Penal Code), fraud (e.g. misuse of a bank or credit card) or illegal acquisition of stolen goods</li> <li>Vandalism caused by members of the same household</li> <li>Scratches, marks and cosmetic damage</li> </ul>

# 6. Delays

Covered	Not covered
6. Delays	
6.1 Delayed luggage	Delayed luggage on arriving home
Expenses for the purchase/hire of necessary clothing and	• Travel expenses that the carrier/tour operator is obliged to
equipment to replace what is missing for the period during which	reimburse
the checked-in luggage is delayed.	Delays caused by a shortage of personnel
	Expenses for prepaid accommodation, transport or events
It must be possible to document the delay and purchases.	
6.2 Delayed means of transport	
When the means of transport you are taking or have planned to	
take is delayed by 1.5 hours or more due to	
weather conditions	
technical/mechanical fault	
• traffic accident	
emergency landing	
necessary additional expenses incurred for travel/	
accommodation in order to rejoin the planned travel route using	
public means of transport are covered.	
The delay must have taken place or notice of it must have been	
given after you started the relevant leg of the journey.	
It must be possible to document the cause and duration of the delay.	

# 7. Evacuation

Covered	Not covered
7. Evacuation	
In the event of evacuation implemented or ordered by the <b>Norwegian Ministry of Foreign Affairs or the local authorities</b> , the insurance covers necessary additional expenses (travel and accommodation) for transport to the residential address in Norway, or to the nearest safe destination – by up to the same amount.	• Expenses for evacuation if the insured person entered the area after the situation in question arose or was notified
Prior approval must be obtained from Gouda or the 24-hour Alarm Centre.	
Lost holidays caused by evacuation are covered and compensated by up to NOK 1,000 per day for each insured person for prepaid expenses for transport and accommodation, proportionately according to the point at which the planned holiday was interrupted.	

# 8. Cancellation

Covered	Not covered
8. Cancellation	
<ul> <li>If a trip must be cancelled due to:</li> <li>unexpected and acute illness, accidental injury or death affecting <ul> <li>the insured person, the insured person's sole travel companion or their immediate families**</li> <li>a key person the insured person is dependent on in order to travel (child minder, replacement etc.) or to complete the journey (tour guide/captain etc.)</li> <li>one or more of your travel companions when up to six persons have purchased a trip together</li> </ul> </li> <li>the illness/injury must be certified by a doctor and be a serious obstacle to the insured person travelling</li> <li>serious damage to own home or place of business that requires the insured persons presence</li> <li>an act of terrorism or other serious incidents at the destination and where, on the day of departure, official travel advice has been issued by the Ministry of Foreign Affairs advising against all travel to the area where you are planning to travel</li> <li>that arises after the trip has been prepaid in whole or in part and before the planned departure from the residential address, the insurance covers prepaid expenses for travel, accommodation and leased objects directly related to the cancelled trip.</li> <li>When compensation is granted for a cancelled trip, prepaid tickets for individual events (football match, concert etc.) are also covered.</li> </ul>	<ul> <li>Cancellation because of:</li> <li>A hospital stay/treatment that becomes longer than expected</li> <li>Treatment, surgery or rehabilitation stay that was planned/ envisioned before the trip was paid in full or in part</li> <li>Childbirth after the 36th week of pregnancy</li> <li>The purpose of the trip no longer existing</li> <li>The following: <ul> <li>direct and indirect taxes that others are obliged to reimburse</li> <li>fixed annual costs of timeshare ownership, renting a cabin or other property, camp/boat site etc.</li> <li>cancellation due to official travel advice advising against travelling to the destination, if travel advice relating to the same incident or situation had been issued when the trip was booked</li> <li>travel and accommodation expenses for other persons than yourself or the persons covered by the insurance</li> <li>trips purchased before the insurance policy entered into force. Unless the insurance policy was transferred from another company and was valid there when the trip was purchased.</li> <li>job-related travel</li> <li>financial loss over and above that mentioned</li> </ul> </li> </ul>

## 9. Deductible for hire cars

Covered	Not covered
9. Deductible for hire cars	
Applies to Super coverage only:	Deductible for damage to
Hire cars – deductible requirement from the car hire company	a leased car
In the event of damage to or theft of a car hired on a holiday trip	• a car hired through a car pool or a car sharing service
with at least one overnight stay, the insurance covers the	• a hire car used to replace the insured person's own car
deductible required by the hire company.	undergoing service/repair
The claim must be in accordance with contract with the hire	
company and be possible to document.	

- \*\*) By immediate family is meant:
  - spouse
  - cohabitant with joint address in the Population Register
  - children, step children, foster children and daughters/sons-in-law, parents, step parents, foster parents and parents-in-law
  - siblings, and brothers/sisters-in-law
  - grandparents and grandchildren, great grandparents and great grandchildren

\*\*\*) The Online Doctor service is provided in collaboration with Eyr Medical

- To use the service, download the app 'Eyr' in App Store or Google Play and register using the code received by email.
- \*\*\*\*) Requires advance approval from Gouda or our 24-hour Alarm Centre.

<sup>1</sup>) By bicycle is also meant small electric vehicles such as electric scooters, Airwheel and ClassyWalk boards and Segways

# 10. Accidents

Accidents	Not covered
10. Ulykke	
<ul> <li>Medical disability</li> <li>Deaths</li> <li>Treatment expenses after repatriation, including dental treatment, in the event of accidental injury warranting compensation, for up to two years from the injury date.</li> <li>Dentist – for children under the age of 20: treatment performed by the end of the calendar year in which the insured person turns 22, when this is not covered by the public purse</li> <li>What types of injuries are covered?</li> </ul>	<ul> <li>Treatment expenses incurred more than two years after the injury date</li> <li>Dental treatment for children under the age of 18 by a dentist that does not receive a public subsidy</li> <li>Injury as a result of voluntary participation in a fight or crime</li> <li>Performance of organised sports that require a licence</li> </ul>
<ul> <li>Perturbation of the second state of t</li></ul>	<ul> <li>Injury as a result of participating in a fight or crime</li> <li>Suicide or attempted suicide. Suicide is covered, however, if the claimant can substantiate that it was due to an acute mental disorder with an external cause, and not to mental illness.</li> <li>Accidental injury as a consequence of an earthquake in Norway</li> <li>War; see General Terms and Conditions</li> <li>Nuclear weapons and radioactive radiation; see General Terms and Conditions for maximum amounts per loss event</li> <li>In the case of military personnel on assignment outside Norway: Injury as a consequence of an act of war, terrorism or riots</li> <li>Injury ascribed to another illness or poor health/proneness to poor health</li> <li>Mental injury alone, e.g. shock, where no bodily injuries are sustained at the same time. Mental injury is only covered when physical injury entailing permanent medical impairment warranting compensation is sustained at the same time</li> <li>The following diseases, diagnoses, medical conditions or injuries, even if it can be demonstrated that they were caused by an accident: <ul> <li>Musculoskeletal conditions:</li> <li>myalgia and other unspecified pain conditions</li> <li>tendinitis, tendinosis and impingement</li> <li>frozen shoulder</li> <li>spinal disc herniation</li> <li>nerve root affection with pain radiation to the arms or legs (sciatica) or</li> <li>other nerve compression</li> <li>spondylolysis/spondylolisthesis, spondylosis and</li> </ul> </li> </ul>

Covered	Not covered
What types of injuries, cont.	
	<ol> <li>Cardiovascular disease</li> <li>Fatigue syndromes</li> <li>Injury/disease caused by infectious bacteria, virus or other source of infection, e.g. insect stings/bites, all forms of hepatitis and diseases caused by HIV infection</li> <li>Injury caused by medical complications in connection with examination or treatment performed by authorised or unauthorised health personnel</li> <li>Dental injuries as a result of chewing</li> <li>Dental injuries do not entitle to disability compensation</li> <li>Expenses for treatment and stay in private hospital, outpatient clinic, convalescent home or hotel</li> <li>Injury caused by engaging in         <ul> <li>parachuting from fixed objects</li> <li>combat sports at a professional level, such as boxing, judo, karate and similar, and training for this</li> <li>organised sports that require a licence</li> <li>uncertified underwater diving</li> </ul> </li> <li>On trips/expeditions requiring special planning and equipment in the following areas:         <ul> <li>Greenland: Crossing the Greenland ice sheet</li> <li>The Himalayas: at altitudes above 4,500 metres</li> <li>The Arctic/Antarctic</li> </ul> </li> </ol>

## Death compensation

Death compensation will be paid if the accidental injury leads to death within one year. A deduction will be made for any advance payment of disability compensation for the same injury.

When it can be assumed that a combination of the accidental injury and poor health/proneness to poor health or an impairment were contributory causes to the insured person's death, the amount of compensation will be reduced to the extent that this has contributed to the death.

#### Applies to accident coverage under the travel insurance:

• In the event of the policy holder/main insured person's death, the compensation will pass to their spouse, or alternatively to heirs pursuant to law or a will. If one of the other insured persons dies, the compensation will pass to the policy holder/ main insured person. • A cohabitant is not equal to a spouse in relation to the payment of death compensation, unless he/she is specified as a beneficiary.

#### **Disability compensation**

For 100% disability, disability compensation will be paid in the amount corresponding to the sum insured in the insurance certificate. A proportionate amount of the sum will be paid for partial disability. No disability compensation will be paid should the insured person die within one year of sustaining the injury.

The degree of disability is determined pursuant to parts II and III of the disability table issued by the Ministry of Health and Social Affairs in the Regulations of 21 April 1997.

Loss of or injury to a body part or organ that was fully functionally impaired prior to the injury does not entitle to disability compensation. In the case of a previously impaired body part or organ, a deduction will be made when determining the degree of disability.

The final amount of compensation is determined no later than three years after the date of the injury. If there is a possibility that the degree of disability may still change, the settlement shall be based on what must be assumed to be the permanent medical disability considering the insured person's condition three years after the date of the injury.

The total degree of disability caused by one and the same injury cannot exceed 100%.

When it can be assumed that a combination of the accidental injury and poor health/proneness to poor health or an impairment were contributory causes to the insured person's disability, the amount of compensation will be reduced to the extent that it has contributed to the disability.

#### Applies to accident coverage under the travel insurance:

- Disability compensation passes to the insured person
- Treatment expenses: Original receipts must be submitted. The insurance only covers expenses for which compensation cannot be claimed elsewhere.

# 11. Liability

The travel insurance covers your liability as a private person when travelling outside the Nordic countries

Covered	Not covered
<b>11. Liability</b> On trips outside the Nordic countries <b>Liability for what?</b> Liability for injury/damage to a third party's person or property, or material loss	Liability in damages <ul> <li>related to the insured person's profession or commercial activity</li> </ul>
<ul> <li>when the insured person is personally liable under applicable law, and</li> <li>when the damage/loss is confirmed during the insurance period</li> </ul>	<ul> <li>for damage to property in connection with excavation, blasting, round or sheet piling and demolition work, as well as landslides/ avalanches, ground displacement, dam failure or ground settlement, unless otherwise agreed and noted under 'Covered'</li> <li>in relation to spouse/cohabitant, parents, step parents, foster</li> </ul>
The following is also covered: Liability for leased real property, dwellings or hotel rooms/holiday apartments	<ul> <li>parents, parents-in-law, siblings, children, grandchildren, step children, foster children, and spouses and cohabitants of same. The family relationship at the time when the claim arose is used as the basis for assessment.</li> <li>for damage to the insured person's share of jointly owned items. The ownership at the time when the claim arose is used as the basis for assessment.</li> <li>for non-economic loss (Section 3-5 of the Damage Compensation Act)</li> <li>for defamation and violation of privacy (Section 3-6 of the</li> </ul>
	<ul> <li>Damage Compensation Act)</li> <li>based solely on pledge, agreement, contract or guarantee, including final and conclusive liability on the part of the insured person as a result of having waived their rights of recourse</li> <li>for fines, fees etc.</li> </ul>
	<ul> <li>for damage to items belonging to another that are used, hired, borrowed or taken delivery of for transportation or safekeeping by the insured person or somebody else on the insured person's behalf, or material loss as a consequence of same</li> <li>damage to fixtures and fittings in hired dwelling or hotel room/holiday apartment</li> </ul>
	<ul> <li>as a board member</li> <li>related to the transmission of an infectious disease</li> <li>suffered by the insured person as a result of gradual pollution</li> <li>for damage to items caused by fungi, rot or slow moisture intrusion</li> </ul>
	<ul> <li>as a consequence of intentional criminal acts</li> <li>for corruption (Section 1-6 of the Damage Compensation Act)</li> <li>for liability as the owner, driver or user of any motor vehicle, boat, machinery/plant, drone or aircraft (the exception does not apply to small craft and pleasure craft insurance)</li> </ul>

# Processing of claims and allocation of legal costs

In the event that claims exceeding the deductible are brought against the insured person or Gouda, and the liability is covered by the insurance contract, Gouda will deal with the case and pay the necessary costs of deciding the claim, subject to the following limitations:

- If only part of the claim is covered by the insurance contract, and Gouda chooses to hire external legal and/or expert assistance, the costs of deciding the claim will be divided between the parties on the basis of their financial interest in the case
- If Gouda is willing to settle a case amicably, or to pay the claim within the limits of the sum insured, Gouda will not cover any further costs relating to the dispute. Gouda is entitled to pay any and all compensation directly to the claimant.
- If the insured person is awarded compensation that exceeds the sum insured, Gouda will compensate the costs of legal proceedings proportionately
- If, without Gouda's consent, the insured person fails to appeal an otherwise binding judgment, Gouda will carry out an independent assessment of whether the awarded compensation and any costs are within the amount covered by the insurance
- Even if the sum insured is exceeded, costs that have been approved in advance by Gouda will be covered, as well as interest on the awarded compensation that is covered by the insurance.

#### The obligations of the insured person

The insured person is obliged to:

- provide Gouda with such information and documents as the insured person has available and that Gouda needs in order to assess the question of liability and settle the claim
- carry out such investigations as Gouda deems necessary in order to determine whether the loss/claim is covered by the insurance contract
- participate in meetings, negotiations and/or legal proceedings and cover the costs of same

The insured person must not, without Gouda's approval, admit any liability in damages or negotiate about claims for compensation. Without such approval, Gouda is not obliged to settle the claim.

#### Sum insured

The sum insured is specified in the insurance certificate and applies to each loss event

#### Deductible

The deductible specified in the insurance certificate will be deducted from the claims settlement for each loss event

#### Definitions

- A personal injury is deemed to have occurred when a person dies, is injured or is infected with a disease
- Damage to property is deemed to have occurred in the event of loss of or physical damage to property (including animals and real property), or when electronically stored information is corrupted or lost in some other manner. A financial loss inflicted on a third party as a result of the damage is deemed to be part of the damage.
- By material loss is meant a financial loss that does not arise as the result of injury/damage to a person or property

# 12. Legal assistance

# The travel insurance covers disputes involving the insured person as a private person – outside the Nordic countries

Covered	Not covered
12. Legal assistance	
On trips outside the Nordic countries	
What expenses?	
<ul> <li>When the insured person is party to a dispute, the insurance covers the following:</li> <li>Reasonable and necessary legal fees/expenses</li> <li>Court fees</li> <li>Fees/expenses for expert witnesses appointed by the court</li> <li>Fees/expenses for expert witnesses not appointed by the court, limited upwards to 40% of the sum insured or financial interest at stake</li> <li>Expenses for witnesses in connection with the main hearing and taking of evidence</li> <li>Costs of land consolidation cases are covered pursuant to Section 7-1 of the Land Consolidation Act, with the exception of letters c) and d)</li> <li>Costs awarded in the case when the insured person can substantiate that the opposing party lacks the means to pay</li> </ul>	<ul> <li>Court fees in connection with appeals. The provision concerning appeals also applies to other legal remedies</li> <li>Any costs of the case that the insured person may be ordered to pay pursuant to law or agreement</li> <li>Expenses incurred before the dispute arose</li> <li>Costs awarded by previous judicial authorities if, following an appeal, the case is resolved by settlement entailing the parties to cover their own expenses</li> </ul>
What disputes?	
<ul> <li>Disputes that arise while the insurance policy is in force, with the exception of disputes mentioned in the right-hand column</li> <li>Disputes warranting compensation in connection with commercial operation of agricultural property insofar as the activity does not generate an annual turnover of more than NOK 100,000</li> <li>Dispute concerning a criminal case where the insured person is the injured party</li> </ul>	<ul> <li>Disputes between insured persons and travel agents, tour operators, travel intermediaries or one or more travel companions.</li> <li>Criminal cases or disputes arising from illegal trade on the part of the insured person</li> <li>Disputes relating to libel, (online) harassment, insults and cases concerning liability in damages pursuant to Sections 3-3, 3-5 and 3-6 of the Damage Compensation Act</li> <li>Disputes related to the insured person's profession or commercial activity</li> <li>Disputes related to real property other than the insured property or apartment, including disputes concerning physical faults or deficiencies and pure contract disputes concerning property outside the Nordic countries, such as time share apartments etc. If the insured person has household insurance only, the insurance does not cover disputes concerning real property other than the insurent.</li> <li>Disputes where the insured person is a party in their capacity as the seller of a property and has taken out change of ownership insurance</li> </ul>

Covered	Not covered
What disputes, cont.	
What disputes, cont.	<ul> <li>Disputes in connection with separation, divorce, child custody, right of access to children, paternity, inheritance, claims for annulment, maintenance payments, division of estate, dissolution of joint financial arrangements established by cohabitants, dissolution of a shared household and division of a jointly owned estate or a deceased person's estate</li> <li>Disputes concerning the enforcement of claims pursuant to the Enforcement of Claims Act.</li> <li>Disputes concerning bills of exchange, debt collection cases where the outstanding amount is undisputed, debt settlement proceedings and cases concerning bankruptcy or negotiations for a voluntary arrangement if the insured person is a debtor</li> <li>Expropriation cases and expert assessment cases in which the insured person seeks to acquire rights to another person's property</li> <li>Disputes concerning official administrative decisions. Expenses incurred in connection with lawsuits are, however, covered when the right to challenge the administrative decision has been fully utilised. In connection with lawsuits, coverage is not granted for any expenses incurred during the administrative processing of the case</li> <li>Expenses for legal assistance to legal entities such as a deceased person's estate, housing association, cooperative enterprise, foundation etc., including disputes in which the aforementioned legal entities represent the insured person</li> <li>Disputes between joint owners. The insurance nonetheless covers disputes between owners of different sections in a jointly owned property or between unit holders in one and the same housing association, and disputes between joint owners who have taken out insurance for legal assistance under an agricultural insurance policy.</li> <li>Disputes involving the insured person's capacity as the owner, driver/operator or user of a motor vehicle or boat when the motor vehicle or boat is not insured with Gouda/Gjensidige</li> </ul>
	• Expenses for legal assistance if the circumstances that gave rise to the dispute existed when the insurance policy entered
	into force.
	<ul> <li>Disputes where the insured person's claim has lapsed</li> <li>Disputes in which the insured person does not have a legal interest</li> </ul>
	<ul> <li>Disputes with Gouda due to a rejection of a claim to cover legal assistance</li> </ul>

## What is a dispute?

- A dispute exists when a submitted claim is disputed in part or in whole, whether verbally or in writing
- The matter of determining whether the case concerns a single dispute or more than one dispute is decided on the basis of an overall assessment. The following factors are among those emphasised in the assessment of whether a dispute exists:
  - whether the claims are made for the same reason or
  - concern the same underlying fact
  - whether there is a close link between the claims
  - whether the claims concern the same item, contract or loss
- A dispute is deemed to be a single dispute rather than several disputes even if the case comprises several individual issues that are submitted in multiple cases

## Competent authorities for the resolution of disputes warranting coverage

• Disputes for which a conciliation board with limited court authority (Section 1 second paragraph of the Courts of Justice Act) or the ordinary courts (Section 1 first paragraph of the Courts of Justice Act) are the competent authority. Legal fees/ expenses are nevertheless covered when a case that could have been heard by the ordinary courts is brought before a special court (see Section 2 of the Courts of Justice Act). Under the terms and conditions for legal assistance, the land consolidation court is considered to be on a par with the ordinary courts of law.

#### Notification of legal assistance cases

- A request shall be submitted to the company as soon as possible and no later than one year after contacting a lawyer
- If a lawyer is used in connection with an appeal to an administrative body, the deadline for notifying the company is the date on which the right to challenge the administrative decision has been exhausted
- Where several parties are involved on one side of the case, a complete list shall be submitted of all the parties and with whom they are insured.

#### Reasonable and necessary expenses

- Sections 6-13 and 10-5 and Chapter 20 of the Dispute Act, the Norwegian Code of Conduct for Lawyers and the Norwegian Bar Association's Fee Guidelines provide guidance on what can be deemed to be reasonable and necessary expenses.
- If one side of a case involves several parties with similar interests, Gouda may demand that they use the same legal counsel and technical advisers, provided that they are insured with the same company.

#### Information needed by Gouda

• On receiving a claim for settlement, Gouda has the same right as the insured person to request documentation of how the legal fees have been calculated, i.e. order confirmations, time sheets, specified statements of fees, and Gouda will require documentation that the deductible has been paid. Questions concerning whether the expenses are reasonable can be submitted to the Norwegian Bar Association.

#### Amount insured and deductible

- The total amount of compensation in any dispute is limited to the sum insured as stated in the insurance certificate.
- Regardless of the circumstances, the amount of compensation is limited to the expected financial value of the insured person's interest in the case.
- If several parties are involved on one side of the case, the total amount of compensation for all parties on the same side is limited upwards to the sum insured as stated in the insurance certificate.
- Unless otherwise stated in the coverage overview, no deductible applies to travel insurance.
- Only one deductible is deducted for each dispute, even if several parties are involved on one side of the case.

## 13. General terms and conditions

#### The insurance contract consists of

- the insurance document
- potential contract in the case of collective insurance policies and is also regulated by
- the Insurance Contracts Act
- other legislation.

The insurance certificate takes precedence over insurance terms and conditions and safety regulations. Special provisions take precedence over general provisions.

#### 2. Norwegian law and jurisdiction

The insurance contract is governed by Norwegian law. Disputes in connection with the insurance contract shall be decided by the Norwegian courts.

#### 3. Guarantee scheme for general insurance

Gjensidige participates in a guarantee scheme for individual/private general insurance that can contribute if the company does not have the money to pay.

#### 4. Currency

Prices, compensation and interest are calculated and settled in Norwegian kroner.

#### 5. One-year contracts are renewed automatically

The insurance contract is a one-year contract that is automatically renewed for one year at a time unless the insured person terminates the policy.

Gouda may change the price and terms and conditions of the contract upon each annual renewal date.

## 6. Right of cancellation in accordance with the Cancellation Act

Private policy holders are entitled to cancel contracts on the purchase of insurance when the sale has been agreed by phone or online. The right of cancellation is valid for 30 days from the date on which an accident and health insurance policy was entered into, and 14 days for other insurance policies.

Notice of exercising the right of cancellation must be given by the expiry of the cancellation period. The insurance policy will then be terminated and the insured person will only pay insurance premiums and motor liability insurance fees, if applicable, for the days on which the insurance policy was valid.

#### 7. Time-limited insurance

Insurance that has been agreed for a limited time period will cease upon the agreed expiry date without further notice.

#### 8. Outstanding amount

If the insurance ceases during the insurance period, the outstanding amount will be calculated for the remaining part of the insurance period, unless otherwise stated in the applicable insurance certificate.

This does not apply to the basic price; see Clause 5.

If you wish to receive the amount, you must provide your account number. The amount outstanding may also be transferred to another insurance policy with Gouda.

#### 9. Direct debit

Payment by direct debit (AvtaleGiro) is conditional on deductions being made in accordance with the payment plan. If the deduction is not made, the remaining amount of the annual premium will fall due.

#### 10. Interest

Interest is calculated in connection with claims settlements pursuant to Sections 8-4 and 18-4 of the Insurance Contracts Act.

#### 11. Termination on change of ownership

The following applies instead of Section 7-2 of the Insurance Contracts Act:

If the object covered by the insurance changes owners, the insurance will lapse. Gouda will nevertheless pay compensation for claims arising within two weeks of the change of ownership. The insurance will under all circumstances lapse when the new owner has taken out insurance.

## 12. Automatic termination of insurance for registered vehicles with liability insurance

Motor insurance for registered vehicles with liability insurance is terminated automatically in the event of sale, scrapping, theft and deregistration.

#### 13. Gouda's right to cancel the insurance

Gouda is entitled to cancel the insurance policy in the event of default of payment, incorrect or incomplete information and on other special grounds.

Gouda may also cancel the insurance policy if the insured person becomes bankrupt/goes into compulsory liquidation or following a

claim, provided that cancellation is reasonable. This does not apply to life insurance policies.

#### 14. Fraud

In the event of fraud, the right to compensation and reimbursement of the amount paid ceases to apply immediately, and all insurance contracts can be terminated with immediate effect. You may be required to repay any amount of compensation that has already been disbursed.

#### 15. War and serious unrest

The insurance policy does not cover injuries/damage to persons or property caused by

- war or serious unrest in Norway
- war or serious unrest abroad if the insured person travels or moves to an area where there is war or serious unrest, unless otherwise agreed in writing
- participation in war

In the case of accident and health insurance, motor insurance and travel insurance, Gouda will nevertheless cover injury/damage to persons and property caused by

• war or serious unrest abroad if the insured person is already in an area in which war or serious unrest breaks out. The insurance will then be valid for six weeks from such date.

#### 16. Losses resulting from acts of terrorism

Gjensidige's total liability in relation to all customers and other claimants in connection with acts of terrorism is limited to a maximum of NOK 1 billion per loss event. All losses that occur within a period of 48 hours are regarded as one event. If the limit per event is exceeded, the amount of compensation will be reduced correspondingly.

Under all circumstances, losses as a direct or indirect consequence of acts of terrorism are not covered for the following objects/ interests:

- dams, tunnels, bridges, airports, railway stations, power plants, buildings with more than 25 storeys
- objects/interests outside the Nordic countries

The limitations listed above do not apply to travel insurance or accident and health insurance, nor to personal injury that falls under the scope of the Automobile Liability Act or the Act relating to Industrial Injury Insurance. By act of terrorism is meant an unlawful, tortuous act aimed at the general public, including an act of violence or the hazardous spreading of biological or chemical substances – and that is understood to be carried out for the purpose of influencing political, religious or other ideological bodies or to create fear.

## 17. Hazardous spreading of biological or chemical substances etc.

In connection with personal injuries that fall under the scope of the Automobile Liability Act or the Act relating to Industrial Injury Insurance, and under travel insurance or accident and health insurance, Gouda will cover injury or loss resulting from the hazardous spreading of biological or chemical substances, injuries or losses caused by missiles, nuclear weapons or radiation.

The following limitation applies to travel insurance and accident and health insurance: In connection with losses caused by nuclear weapons or radiation, the total liability in relation to all customers and claimants is limited to a maximum of NOK 500 million per loss event. All losses that result from the same event or are occasioned by a causal chain of events are regarded as one loss event.

For other types of insurance policies, such claims are not covered.

#### 18. Earthquakes and volcanic eruptions

Gouda covers losses or injuries/damage directly or indirectly caused by or related to earthquakes or volcanic eruptions for:

- accident and health insurance with the exception of accidental injuries caused by earthquakes in Norway
- travel insurance
- personal injuries that fall under the scope of the Automobile Liability Act
- personal injuries that fall under the scope of the Act relating to Industrial Injury Insurance

For other types of insurance, damage/injury or losses or increased losses or damage/injury resulting from earthquakes and volcanic eruptions are not covered.

#### 19. Areas subject to UN or EU sanctions

All liability in damages, and other obligations in relation to the insured person or other parties with entitlements under the insurance policy, will lapse if meeting the obligation entails a breach of regulations implementing binding decisions made by the UN Security Council or restrictive measures endorsed by the European Security Council.

#### 20. The Norwegian Insurance Central Claims Register

All claims reported to an insurance company can be registered in the Norwegian Insurance Central Claims Register. When an insurance company reports a claim to the register, the company will automatically receive an overview of the personal ID number, organisation number and case number, business sector code, company, type of claim, data and the case officer's initials for all claims previously reported for the same customer, including claims filed with other insurance companies. Registered claims are deleted after ten years.

Policy holders have a right to access information, which they can exercise by sending a request in writing to Finance Norway, P.O. Box 2473 Solli, NO-0202 Oslo.

or: firmapost@fno.no

## 21. Register of life insurance policies and pension agreements

Finance Norway's Service Office has a register of all life insurance policies and pension agreements to make it easier for insured parties and surviving family members to find information. The register contains names, personal ID numbers, reference numbers and the name of the financial institution.

Policy holders may access information or opt out of being listed in the register by contacting FNO Servicekontor, P.O. Box 2473 Solli, NO-0202 Oslo.

See also norskpensjon.no

#### 22. Expert assessment

The basis for compensation and valuation, and matters relating to the calculation of interruption losses, is determined by expert assessment if the insured person or Gouda so requests. The valuation in the expert assessment is the upper limit for Gouda's liability.

The insured person or Gouda can claim that the amount of compensation be stipulated on the basis of an expert assessment for physical damage to the following items:

- Motor vehicles, including trailers
- Machinery/plant
- Ships and boats
- Property
- Household contents, assets and operating equipment
- Interruption losses including rental loss
- Valuables

With the exception of interruption losses and rental loss, the expert assessment shall only cover physical damage to the insured item, not other claims relating to the damage.

Expert assessments are carried out by impartial experts. Each party shall choose one expert assessor. If one of the parties so wishes, a special expert assessor can be chosen to appraise specific aspects of interruption losses.

If one party has informed the other in writing of its choice, the other party has a duty to inform the party in question about who it chooses within one week of receiving this information. Before the expert assessment is carried out, the expert assessors appoint an umpire. If one of the parties so demands, this umpire shall be resident outside the parties' home areas and outside the municipality where the loss event took place. If one of the parties fails to choose an expert assessor, one will be appointed by the district court in the jurisdiction in which the expert assessment is made. If the expert assessors are unable to agree on an umpire, one will be appointed in the same manner.

The expert assessors shall obtain such information and carry out such investigations as they deem necessary. They are obliged to carry out their expert assessment on the basis of the insurance contract. The expert assessors will carry out the assessment and answer the questions relating to interruption losses without the umpire being called in. If they fail to reach agreement, the umpire is called on to give their assessment of the issues on which the expert assessors disagree, based on the same rules. If the umpire is called on, the amount of compensation will be calculated on the basis of the umpire's assessment. However, the amount of compensation shall be within the limits of the expert assessors' assessments.

Each party pays the costs of its own expert assessor. The umpire's fee and any other expenses relating to the expert assessment shall be divided equally between the parties. Gouda shall pay the full costs of expert assessments relating to material losses suffered by private customers covered by private insurance policies where such assessments are requested by Gouda. The expert assessment is binding on both parties.

## 23. Information about the processing of personal data

It is necessary for Gouda to process your personal data in order to enter into and fulfil our insurance contract with you. The data are processed when the contract is renewed, during claims processing and settlement and to administer the customer relationship. We also process your personal data based on our legitimate interest. This concerns customer follow-up and marketing, for market and customer satisfaction surveys, when developing new and existing services and when logging visits to our website.

For complaints handling, recourse claims and legal processes, we will process your personal data for the purpose of establishing, exercising or defending a legal claim. We also process personal data on the basis of other legal obligations required of the enterprise under other legislation.

If special categories of personal data, such as health information and information about trade union membership, have to be processed to conclude a contract, we will ask for your consent.

Automated individual decisions are used during the purchase of insurance and for processing claims. Profiling can be used in such decisions.

If the result of automated individual decisions affects you significantly, you are in some cases entitled to manual intervention. You will be informed of this in the cases concerned.

Gouda can make your personal data available to others, for example internally in the group, to service providers and partners, insurance intermediaries, other insurance companies and to the insurance companies' joint registers. This will only be done to the extent permitted under the applicable legislation and when it is not in breach of our duty of confidentiality. Where the duty to disclose information to the public authorities takes precedence over the duty of confidentiality, we are also entitled to disclose personal data without your consent.

Your personal data will be processed as long as you have an insurance policy with us. After a contract with us has been terminated, we will store the data until the limitation period for the product in question has expired due to potential future claims for compensation that can be traced back to the contractual relationship. The Personal Data Act allows you to have greater control over your personal data. This means, among other things, that you have a right to request access to your personal data and to have them corrected or erased. In certain cases, you also have a right to object to the processing and a right to request restrictions to the processing. You can object to processing related to direct marketing, and where the processing is based on consent, you are entitled to withdraw such consent. You also have a right to receive the personal data you have provided about yourself and a right to complain to the supervisory authorities. You can exercise your rights via the dedicated login area, or by sending us a written request.

The data controller is Gjensidige Forsikring ASA, Norway, Schweigaards gate 21, NO-0191 Oslo, org no 995 568 217.

Contact address: Gjensidige Forsikring ASA, P.O. Box 700 Sentrum, NO-0106 Oslo.

You can also contact our data protection officer at personvernombudet@gjensidige.no or by post at: Gjensidige Forsikring ASA, att. Personvernombudet, P.O. Box 700 Sentrum, NO-0106 Oslo.

Our complete privacy statement is available on our website www. gjensidige.no, or we can send it to you if you submit a written request.

## 14. Compensation rules

The following applies instead of Section 6-1 of the Insurance Contracts Act:

#### **Reporting claims**

- Injury/illness shall be reported to Gouda or the Alarm Centre as soon as possible
- Assault, robbery, theft and break-ins shall also be reported to the police or tour guide/our 24-hour Alarm Centre
- In the event of cancellation, a medical certificate and receipts for cancellation costs must be submitted to Gouda as soon as possible
- The carrier shall be notified immediately of any damage caused by transport

#### How the amount of compensation is calculated

The amount of compensation is the amount that it will cost Gouda to have the damage repaired/remedied or to re-procure equivalent or materially equivalent items based on the price on the date that the claim arose.

The following new-for-old deductions are made:

- photo/video/computer equipment and other electrical, electronic and optical equipment: 10% per year
- mobile phones, smart/activity tracker watches and tablets: 20 per year
- clothes, shoes, outdoor/sport equipment and glasses: 10% per year
- bicycle/electric bicycle: 20% per year from the year in which the bicycle is five years old
- other luggage: new-for-old deduction based on probable period of use and wear

The deduction is limited upwards to 80%.

On a case-by-case basis, Gouda will consider whether cash compensation may be paid to the insured person. The cash compensation will be equal to the amount that Gouda would have paid for repairs/re-procurement.

#### Deductible

The agreed deductible is deducted from the claims settlement. The deductible shall be deducted before any further reduction of the amount of compensation pursuant to law.

#### Settlement of claims

Claims will be settled in step with the repairs that are carried out or when an overview of the damage/expenses is available. It must be possible to document the claim. Gouda may pay any doctor's fees, hospital expenses and expenses for repatriation directly to the treatment institution/carrier.

#### **Replaced items**

Gouda is entitled to take over items when compensation has been paid to replace them.

## The amount of compensation may be reduced in the case of gross negligence and intent

The amount of compensation may be reduced if the insured person has inflicted the loss/damage intentionally or by gross negligence.

This also applies if the loss/damage was inflicted by the insured person's spouse, or cohabitant registered with a joint address in the Population Register.

Gouda Reiseforsikring P.O. Box 700 Sentrum NO-0106 Oslo Tel. (+47) 24 14 45 70 Fax (+47) 24 14 45 71

Email: gouda@gouda.no Website: gouda.no

- part of the Gjensidige Group Gjensidige Forsikring ASA Org. no 995 568 217