



# Student Abroad

Terms and conditions 648.2

Applicable from 01. August 2024

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**Disclaimer:** The insurance contract is in Norwegian. Norwegian documents, insurance policy and certificate of insurance take precedence. This translated document is based on the Norwegian terms and conditions and is intended as information only

## Do you need help?

If you need to be admitted to hospital or see a doctor, please contact our 24-hour alarm centre at +45 33 15 60 60

- Our alarm centre, Gjensidige Travel Assistance, is staffed by experienced Scandinavian personnel who are at your service 24 hours a day, 365 days a year.
- With doctors, specialists and a crisis team at hand, we guarantee that you will receive quick and effective help. Help is never more than a phone call away.

## Travel Assistance

A.C. Meyers Vænge 9, 2450 Copenhagen SV Denmark  
Tel. +45 33 15 60 60  
Fax: +45 33 15 60 61  
e-mail: [travelassistance@gjensidige.dk](mailto:travelassistance@gjensidige.dk)

## Travel Claims

Tel. +47 24 14 45 70  
e-mail: [travelclaims@gjensidige.no](mailto:travelclaims@gjensidige.no)

For the quickest possible insurance settlement, please report claims, illness and losses via our website [www.Gouda.no](http://www.Gouda.no). We will guide you through a few simple steps.

# Summary of cover

The insurance covers	Sum insured	Deductible
<b>Student – College / University</b>		
<b>Illness/injury</b>		
- Treatment prescribed by a doctor, medications etc.	Unlimited	
- Emergency dental treatment due to severe dental injury	Unlimited	
- Hospitalization	Unlimited	
- Phone expenses related to severe illness or injury	5,000	
- Repatriation	Unlimited	
- Summoning	Unlimited	
- Compensation for reduced benefits of holiday	7,500	
- Interrupted holiday	100,000	
- Return trip back to destination	10,000	
- Curtailment	Unlimited/15,000	
<b>Interruption of study</b>	100,000	
<b>Personal luggage – total sum</b>	100,000	
- Valuables – total compensations	40,000	
- Mobile phone	4,000	1,000
- Laptop / Tablet	15,000	2,000
- Cash, vouchers and the like	5,000	
<b>Bicycle</b>	10,000	2,000
<b>Delays</b>		
- Delayed luggage	5,000	
- Delayed means of transport	25,000	
<b>Evacuation</b>	Unlimited	
- Lost holiday due to evacuation	15,000	
<b>Cancellation</b>	100,000	
<b>Rental car – deductible on holidays</b>	10,000	
<b>Accident</b>		
- Permanent medical disability	500,000	
- Death	100,000	
- Medical treatment in Norway	25,000	1,000
<b>Liability</b>	15,000,000	4,000
<b>Legal expenses – Deductible, see terms and conditions</b>	100,000	4,000 + 20 %
<b>Home contents abroad – total sum</b>	300,000	3,000
- Cash, securities and the like	5,000	3,000
- Theft outside residence	30,000	3,000
- Clearing/disposal/depositing	30,000	3,000
- Reconstruction of notes	30,000	3,000
- Moving and storing	50,000	3,000
- Stay outside home	50,000	3,000
<b>Included Services</b>		
ID-theft	Included	
Web-cleanup	Included	
Online doctor	Included	
Online mental health care	Included	

# Safety regulations

## Reasonable care: your responsibility for taking care of yourself and your belongings – safety regulations:

- Baggage/property shall be properly secured against theft. Doors, windows and other openings in the building must be closed and locked. A window opened slightly for ventilation is not considered properly secured. Keys must be stored out of the reach of unauthorized persons. Bicycles, bicycle trailers and electric bicycles must be locked when parked.
- Valuables (se definition in the certificate of insurance) and cash that is left in a vehicle/boat/caravan shall be kept in a separate, locked compartment that cannot be seen into.
- The building/apartment must be sufficiently heated to avoid frost damage.
- When moving, possessions must be wrapped, packaged and secured so that they can withstand transportation.
- Baggage shall be packed properly and appropriately so that it withstands transportation.
- If baggage is forwarded, the carrier's rules shall be followed.
- The following shall not be sent as forwarded baggage:
  - Photo/video/computer equipment or other electrical, electronic or optical equipment
  - Jewelry, clocks, watches, cash or securities
  - Bottles, fragile items, perishable goods or prescription medicines
- The carrier's provisions regarding attendance must be followed.
- Evacuation must take place at the first opportunity after the order is presented.

If this is not done, the right to compensation may be totally or partly lost, (ref. section 4-8 of the Act on Insurance Contracts (FAL)).

## Deadline for reporting claims

Injuries/claims shall be reported to the company within one year after the insured/claimant became aware of the circumstances justifying the claim. Otherwise, the right to compensation may be lost.

## Opportunity to complain

If you believe the company has made an error in matters concerning the insurance agreement or the claims settlement, you can contact the following bodies free of charge:

Gjensidige Customer Board, PO Box 700 Sentrum, 0106 Oslo. Email: [kundeombudet@gjensidige.no](mailto:kundeombudet@gjensidige.no)

Financial Complaints Services, PO Box 53 Skøyen, 0212 Oslo. Email: [firmapost@finKN.no](mailto:firmapost@finKN.no)

# Terms and conditions - Student Abroad

Covered	Not covered
<p><b>Who the insurance covers?</b></p> <p>The person named in the insurance certificate who is a full-time student at a college or university within the geographical area indicated as the country of residence in the insurance certificate.</p> <p>The member must:</p> <ul style="list-style-type: none"> <li>• have loan/support for studies abroad from Lånekassen</li> <li>• be a member of the Norwegian National Insurance Scheme (Folketrygden) with extended rights to health support abroad</li> <li>• have a permanent address in Norway (registered in the population register)</li> </ul> <p>unless otherwise specifically agreed and stated in the insurance certificate</p>	<ul style="list-style-type: none"> <li>• Students participating in part-time or online studies</li> <li>• Holder of registered rights in the insured contents and movable property. Section 7-1, third paragraph of the Norwegian Insurance Contract Act is derogated</li> <li>• Shared accommodation and tenants</li> </ul>
<p><b>Where does the insurance apply?</b></p> <ul style="list-style-type: none"> <li>• In the country of study and/or unpaid internship/practical work during the study period.</li> <li>• The travel insurance applies to holiday and leisure travels which begins and ends at the place of residence in the country of study or registered address in Norway</li> </ul> <p>Country of study means the country of residence listed in the insurance certificate</p>	<ul style="list-style-type: none"> <li>• <b>To/from or in</b> countries/areas of <b>war/unrest</b> for which official travel advice has been issued by the Norwegian Ministry of Foreign Affairs, unless extended coverage has been agreed. See also General Terms and Conditions</li> <li>• Luggage coverage <ul style="list-style-type: none"> <li>- At the residential address</li> <li>- At the place of study (campus)</li> <li>- At the workplace</li> </ul> </li> <li>• On trips/expeditions requiring special planning and equipment in the following areas: <ul style="list-style-type: none"> <li>- <b>Greenland:</b> crossing the Greenland ice sheet</li> <li>- <b>The Himalayas:</b> at altitudes above 4,500 meters</li> <li>- <b>The Arctic and Antarctic</b></li> </ul> </li> </ul>

## Covered

## Not covered

### What is insured?

- The study period abroad and unpaid internship/practical work related to this
- Any holiday- and leisure travels with up to 70 days duration. The duration of the trip is calculated from the day you leave the permanent residence at place of study or home address in Norway, until return to the same place. The insurance is valid for up to 70 days before and after the study period, even if the student has no longer extended rights to health support abroad via HELFO.
- **Illness/Accidental injury**
- **Luggage**
- **Bicycle**
- **Delays**
- **Evacuation**
- **Cancellation**
- **Deductible claims for damage to rental car**
- **Interruption of study**
- **Home contents**
- **Accidental injury** – valid round the clock, regardless of whether or not you are travelling
  - Permanent medical disability
  - Death
  - Medical treatment in Norway
- **Third Party Liability**
- **Legal aid**

Sums insured are specified in the summary of cover (page 2 and 3) and is stated in Norwegian kroner (NOK).

- Travels that start before the insurance is valid, unless the insurance is a direct continuation of a similar insurance from another company
- Items brought into Norway in violation of current customs and tax legislation. This applies regardless of when the item was brought to Norway
- Expenses that occur in a country/area the Norwegian Ministry of Foreign Affairs (UD) has issued an official travel advise to, and which can be linked to the situation to which the travel advice applies
- Financial losses or damage that
  - cannot be documented
  - directly or indirectly are caused by a strike, industrial dispute, lockout or bankruptcy
- Expenses that are covered from other sources
- Expenses for:
  - Search and rescue operations
  - Rescue/home transport of motor vehicles and boats
- Injury deriving from the following activities:
  - parachute jumping from a fixed base, boxing
  - diving to depths of below 40 meters
- Other financial losses than referred to

Covered	Not covered
<p><b>Illness/Accident</b></p> <p><b>In the event of unexpected acute illness or injury that has occurred after departure from Norway and must be treated at the place of study or during the trip, the insurance covers the following necessary additional expenses:</b></p> <p><b>Treatments</b></p> <ul style="list-style-type: none"> <li>• Medical doctor and prescribed medication</li> <li>• Online doctor <ul style="list-style-type: none"> <li>- In case of minor injuries or illness.</li> </ul> <p>See the information sent together with the insurance certificate to see which online doctor Gouda has an agreement with and how to use the service.</p> </li> <li>• Dentist ** treatments and prescribed medication following serious accidental injury</li> <li>• Hospitalization**</li> <li>• Physical/chiropractic treatment prescribed by a doctor</li> <li>• Crisis therapy* in the event of acute psychological trauma</li> <li>• Necessary telephone calls in connection with serious illness/injury</li> <li>• <b>Call-out/summoning**</b> In the event that the insured person suffers a serious medical condition, the insurance covers travel expenses equivalent to travel from the Nordic region and accommodation for up to two people</li> </ul> <p><b>Transport and overnight stays</b></p> <ul style="list-style-type: none"> <li>• Transport in connection with treatment. Own vehicle, NOK 3,50 per km</li> <li>- When necessary** for <b>medical reasons</b> in connection with the insured person's unexpected and acute illness, accidental injury or death <ul style="list-style-type: none"> <li>- <b>Repatriation</b> to residential address in country of study, residential address in Norway or agreed place of treatment in country of study or Norway. In the event of death abroad, funeral service/burial in the location may be covered by up to NOK 50,000 instead of repatriation</li> <li>- <b>Travel companion/escort</b> – travel and accomodation for one person</li> <li>- <b>Rejoining</b> the planned travel route</li> <li>- <b>Extendes stay</b> on doctor's order**</li> </ul> </li> </ul> <p><b>Curtailment**</b> to residential address in Norway due to serious and unexpected illness, accident or death in the immediate family*** that occurred after the trip started.</p> <p>Curtailment regarding grandparents is maximum covered by NOK 15,000</p>	<p><b>Expenses due to</b></p> <ul style="list-style-type: none"> <li>• illness or injury that was known prior to departure if <ul style="list-style-type: none"> <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</li> <li>• cosmetic treatment or surgery</li> <li>• childbirth after the 37th week of pregnancy</li> <li>• dental and periodontal disease or injury from chewing (normal dental treatment)</li> <li>• continued treatment at the destination when the treating physician, in consultation with Gouda's/Travel Assistance doctor, deems repatriation to Norway appropriate</li> </ul> <p><b>Expenses</b></p> <ul style="list-style-type: none"> <li>• incurred after repatriation</li> <li>• for treatment at private clinics in the Nordic region</li> </ul>



## Covered

## Not covered

### Illness/Accident, cont.

#### Lost 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 or examination by a doctor in the location
- hospitalization\*\*

compensation of NOK 750 per day is granted from and including the date of the first doctor's appointment/hospital admission.

Holiday compensation is given for a maximum of 10 days per trip.

- **Interrupted holiday**

For holiday travels that are interrupted due to **repatriation** or **curtailment** covered by the insurance, compensation is paid for up to NOK **1,000** per day, per insured person.

The compensation is paid for prepaid expenses for transportation and lodging, courses and conferences, proportionate according to how much of the planned travel/vacation that was interrupted. When traveling with own car, a total of NOK 3.50 per km and by private leisure boat NOK 5 per nautical mile is calculated for the roundtrip from the residential address to the place where the travel was interrupted.

When compensation is paid for interrupted travel, prepaid **tickets** for excursions, concerts, etc. in the period which the holiday was interrupted and which could not be used are covered. Adventure trips are not to be considered a single event.

- **Return travel**

The insurance covers transport expenses for one journey back to the study-/holiday destination within the planned travel period.

- **Only one travel companion**

When you travel with only one other person and

- your **only companion** becomes acutely ill or injured, **holiday compensation** is given according to the rules described above, NOK 750 per day for up to 10 days
- your **only companion** or his **immediate family\*\*\*** is affected by unexpected illness and acute illness, accidental injury or death, additional expenses for accommodation, obtaining a fixed itinerary or transport home and holiday interruption are reimbursed. **Holiday interruption** is compensated as described above.



Covered	Not covered
<p><b>Interruption of study</b></p> <p>When a <b>term of study</b> is <b>interrupted for medical reasons</b> due to the insured person's unexpected and acute illness or accidental injury</p> <ul style="list-style-type: none"> <li>• which occurs after departure from Norway</li> <li>• is documented by the treating doctor</li> <li>• and at least one month of paid study time remains</li> </ul> <p>paid school fees, i.e. tuition fees, accommodation costs at boarding schools and examination fees will be compensated</p> <p>The compensation is given for the part of the school fees and living expenses that falls proportionately on the remaining term of study, and that is not reimbursed by the school</p>	<p><b>Expenses due to:</b></p> <ul style="list-style-type: none"> <li>• illness or injury that was known prior to departure if <ul style="list-style-type: none"> <li>- a need for treatment has already been established</li> <li>- deterioration or complications are highly likely</li> </ul> </li> <li>• pregnancy or voluntary terminations of pregnancy (abortion)</li> </ul>

Covered	Not covered
<p><b>Luggage</b></p> <p><b>Losses or damage</b> that are due to:</p> <ul style="list-style-type: none"> <li>• <b>theft, robbery</b> and <b>vandalism</b> (cf. the General Civil Penal Code, Sections 321, 327 and 351)</li> <li>• <b>fire</b> and <b>water pipeline damage</b></li> <li>• <b>natural disaster</b> (landslide, storm, flood, earthquake or volcanic eruption)</li> <li>• <b>collision, driving off the road</b> or <b>overturning</b> <ul style="list-style-type: none"> <li>- which occur on a road meant for and accessible for public transportation by motor vehicle and bicycle</li> <li>- with snowmobile</li> </ul> </li> <li>• <b>running aground</b> and <b>capsizing a boat</b>.</li> <li>• <b>transportation</b> damages or loss of <b>checked luggage</b>, documented by the carrier</li> <li>• loss of personal property in connection with <b>personal injury</b> that requires <b>immediate</b> treatment or a visit to a doctor/hospital</li> <li>• damage caused by animals</li> </ul> <p><b>Losses of personal property</b> you have with you to use on the trip will be covered. Personal property also include:</p> <ul style="list-style-type: none"> <li>• travel documents/passport <ul style="list-style-type: none"> <li>- necessary expenses for recovery of documents on the journey</li> <li>- additional expenses for "catching up" on a prepaid travel, if you are delayed due to the loss of documents.</li> </ul> </li> <li>• items borrowed or rented and have been brought from residential address.</li> </ul> <p>Special amount limits for sum insured applies:</p> <ul style="list-style-type: none"> <li>• <b>Mobile phone</b></li> <li>• <b>Laptop/tablets</b></li> <li>• <b>Valuables total</b> (photographic/video-/computerequipment and other electronic/optical equipment, mobile phone, watches and jewellery)</li> <li>• <b>Cash</b>, gift certificates and the like</li> <li>• <b>Other luggage/items</b>, than mentioned above, within a maximum of NOK 20,000 per item</li> </ul>	<ul style="list-style-type: none"> <li>• Bicycle*, see separate point</li> <li>• Employer's belongings</li> <li>• Motor vehicles, trailers, and boats, keys, accessories and equipment for these. Kayaks and canoes are not considered as boats in this context</li> <li>• Equipment for driving and security for the driver and passenger, when in use or being stored with the vehicle</li> <li>• Luggage that is missed/lost</li> <li>• Damage sustained during competitions/races</li> <li>• Loss through embezzlement (cf. the General Civil Penal Code, section 324), fraud (such as debit- or credit card abuse), or unlawful acquisition of lost property</li> <li>• Damage caused by members of the same household</li> <li>• Scratches, stains and cosmetic damage</li> <li>• Damage caused by birds, insects or own animals</li> </ul>

Covered	Not covered
<p><b>Bicycle</b></p> <p><b>Lost or damaged bicycle*</b>, including bicycle trailer, electric bicycle and e-scooters, including spare parts and accessories – all over the world:</p> <ul style="list-style-type: none"> <li>• in case of <b>theft, robbery</b> and <b>vandalism</b> (cf. the General Civil Penal Code, Sections 321, 327 and 351)</li> <li>• <b>collision, driving off the road</b> or <b>overturning</b> which occur on a road meant for and accessible for public transportation</li> <li>• during <b>transportation</b> as <b>checked luggage</b>, documented by the carrier</li> </ul>	<ul style="list-style-type: none"> <li>• Motorvehicles which are subject to registration and capable of reaching greater speeds than 25 km/h with engine power</li> <li>• Bicycles* that are lost or misplaced</li> <li>• Damage sustained during competitions/races</li> <li>• Loss in the event of embezzlement (cf. Section 324 of the Penal Code)</li> </ul>
<p><b>Delays</b></p> <p><b>Delayed luggage</b> In the period of <b>dispatched baggage</b> being delayed, expenses for necessary clothing and equipment will be covered as a compensation for the missing items. The delay and purchases must be documented</p> <p><b>Delayed transportation</b> <b>Obtaining an itinerary</b> When the means of transport you are in or have planned to travel by is delayed for 1,5 hours or more due to</p> <ul style="list-style-type: none"> <li>• weather conditions</li> <li>• avalanche/landslides</li> <li>• technical/mechanical failure</li> <li>• traffic accident</li> <li>• emergency landing</li> </ul> <p><b>necessary additional expenses</b> are covered for: travel/accommodation in order to catch up with a prepaid itinerary by public transportation. If a private car is used to catch up with the travel itinerary, compensation of NOK 3.50 per km will be covered for the shortest route.</p> <p>The delay must have occurred after or been informed after you have started the transport stage. The reason for the delay must be documented.</p>	<ul style="list-style-type: none"> <li>• Delayed/exchanged luggage upon returning home</li> <li>• Travel expenses that are reimbursed by the carrier</li> <li>• Delays due to lack of personnel</li> <li>• Expenses for prepaid accommodation, transport or events</li> </ul>

Covered	Not covered
<p><b>Evacuation</b></p> <p>War/severe unrest, terrorism, natural disaster or epidemic/pandemic that occurs when traveling outside of Norway</p> <p>In the event of evacuation initiated or ordered by the Norwegian Ministry of Foreign Affairs (UD) or the local authorities – necessary additional expenses are covered for travel and accommodation to residential address at the posting location or in Norway or the nearest safe destination – up to the same amount.</p> <p>Approval from Gouda or our 24-hour alarm center must be obtained in advance.</p> <p>Compensation for lost holidays, as a consequence of the evacuation, is covered for up to NOK 1,000 per day, per insured person for paid expenses to transport and accommodation, proportionate to how much of the scheduled holiday was interrupted.</p>	<p>Expenses for evacuation if the insured has entered the area after the situation has arisen or been notified</p>

Covered	Not covered
<p><b>Cancellation</b></p> <p>In the event of <b>a travel must be cancelled</b> due to:</p> <ul style="list-style-type: none"> <li>• Unexpected acute illness, an accidental injury or death of <ul style="list-style-type: none"> <li>- the insured person, the insured persons only travel companion, or of someone in their immediate families***</li> <li>- key person that the insured person dependent upon in order to travel (babysitter, substitute or similar), or to be able to carry out the journey (tour guide, skipper or similar)</li> <li>- one or more of the travel party, when up to eight persons bought a travel together</li> </ul> </li> </ul> <p>the illness/injury must be certified by a doctor and must be so serious that the insured cannot complete the journey.</p> <ul style="list-style-type: none"> <li>• terror or other serious unrest and incidents has occurred at the destination and there is an official travel advice on the date of departure from the Norwegian Ministry of Foreign Affairs (UD), which discourage all travel to the area.</li> <li>• break-up between you and your spouse/cohabitant, and your joint trip that can no longer be completed</li> <li>• if insured or the insured's only traveling companion is summoned as a witness, jury member or co-judge in a court case</li> </ul> <p>which occur after the travel is fully or partially paid, but before the scheduled departure from the place of residence, prepaid expenses for travel, accommodation and rental conditions that are directly linked to the cancelled trip are covered.</p> <p>The <b>initial departure from Norway</b> is also included in the cancellation cover if the insurance has been purchased and paid at least 14 days prior to departure and is valid on the departure date.</p> <p>When compensation is paid for cancellation, prepaid <b>tickets</b> for events and excursions in connection with the cancelled travel are covered (football matches, concerts and the like). Adventure trips are not to be considered an event.</p>	<p><b>Cancellation due to:</b></p> <ul style="list-style-type: none"> <li>• hospital stay/treatment that is longer than expected</li> <li>• treatment, operation or medical or recreational stay which was planned/anticipated before the trip was fully or partially paid</li> <li>• treatment, surgery or rehabilitation stay that was planned/envisoned before the trip was paid in full or in part</li> <li>• birth after 37. weeks of gestation</li> <li>• an official travel advisory advising against travel to the destination, if there was a travel advisory related to the same event or situation when the trip was paid for</li> <li>• that the purpose of the journey ceases to exist</li> </ul> <p><b>The following expenses:</b></p> <ul style="list-style-type: none"> <li>• travel to countries/areas of war/serious unrest where there is an official travel advisory from the Norwegian Ministry of Foreign Affairs</li> <li>• taxes and fees that are reimbursed by the carrier/tour operator</li> <li>• fixed/annual expenses for timeshare, renting a cabin or other property, camping/boat site etc.</li> <li>• trips are paid for with bonus points, Cashpoints or similar</li> <li>• expenses related to travel or accommodation you have paid for or given as a gift, to parties other than the person or persons to whom the insurance applies</li> <li>• travel expenses pre-paid before the insured period started, unless det insurance is a continuation from previously company</li> <li>• business trips paid for by the employer</li> <li>• other financial losses than referred to</li> </ul>

Covered	Not covered
<b>Rental car/motor bike - deductible from the rental company</b>	
<p>Deductible you are held liable for in the event of damage to or theft of the rental car or motor bike (more than 125 cm³) <b>on one</b> leisure travel with at least one overnight stay.</p> <p>The claim must be in accordance with the obligations in the contract with the rental car company and must be documented</p>	<p>Deductible in the event of damage to car or motorbike:</p> <ul style="list-style-type: none"><li>• leasing</li><li>• rented by a private person</li><li>• rented through carpool services in country of residence</li><li>• rental that is a replacement for your own car that is for service/repair</li></ul> <p>Not covered:</p> <ul style="list-style-type: none"><li>• moped, scooter, or ATV</li><li>• rental agreement that extends beyond the single holiday trip.</li></ul>

Covered	Not covered
<p><b>Home contents – your belongings at residence in the country of residence/study</b></p> <p>Contents and moveable property – in the country of study, including</p> <ul style="list-style-type: none"> <li>• cash, gift certificates and the like up to NOK 5,000</li> <li>• single items up to NOK 25,000 per item</li> </ul> <p>is compensated in sudden and unforeseen damage – such as</p> <ul style="list-style-type: none"> <li>• <b>Fire/smoke</b> damage caused by direct lightning strike, explosion and electrical phenomenon</li> <li>• <b>Water damage</b> <ul style="list-style-type: none"> <li>- Water leakage from the building's pipes and installations</li> <li>- Water intrusion to the building from the ground or terrain when this results in visible, freestanding water over the lowest floor level</li> <li>- Seepage of water through an opening or leakage due to other damage covered by the insurance</li> </ul> </li> <li>• <b>Theft</b> ((cf. Section 321 of the Penal Code) from residential address in the country of residence/study</li> <li>- <b>Theft outside the residence</b> is covered from <ul style="list-style-type: none"> <li>- private outdoor area at the residence</li> <li>- separate storage room in shared basement/loft</li> <li>- other building other than inhabited building outside the insurance location</li> <li>- wardrobe locker</li> </ul> </li> <li>• Damage caused by <b>rats, mice</b> and <b>other animals</b></li> <li>• <b>Natural disasters</b>, meaning damage directly caused by avalanches, storms, floods, deluges, earthquakes or volcanic eruptions</li> <li>• Fracture damage to <b>building glass</b> and <b>sanitary porcelain</b></li> <li>• <b>Collapse of a building</b> or part of a building (external influence – snow, construction defects, wind below force of storm)</li> <li>• Discharge from a fire extinguisher</li> </ul> <p><b>After</b> a damage <b>warranting compensation</b> the insurance also covers</p> <ul style="list-style-type: none"> <li>• Clearing, disposal and depositing of worthless residue</li> <li>• Reconstruction of notes, drawings and computer storage</li> </ul> <p>If a damage <b>warranting compensation to the building</b> makes the home uninhabitable, the following necessary extra expenses are covered</p> <ul style="list-style-type: none"> <li>• Moving and storage expenses</li> <li>• Extra costs for stays outside the home. Gouda must pre-approve the extra costs.</li> </ul>	<ul style="list-style-type: none"> <li>• Bicycle – see separate point</li> <li>• Assets and goods registered i operational business</li> <li>• Motor vehicles which are subject to registration and capable of reaching greater speeds than 25 km/h</li> <li>• Damage that other than the insured is liable for and has the financial ability to compensate in accordance with a warranty or other agreement</li> <li>• Scorching and damage from sparks not caused by fire</li> <li>• Damage caused by <ul style="list-style-type: none"> <li>- spills or condensation</li> <li>- fungi, rot, bacteria, pets, black magic dust or insects</li> </ul> </li> <li>• Objects that are lost, misplaced or cause of damage is unknown</li> <li>• Theft from shared garage, shared rooms, rooms with general admission (shop, waiting hall, school and the like) or rooms at construction site that are not residential rooms</li> <li>• Embezzlement (cf. Penal Code section 324)</li> </ul>



Covered	Not covered
<b>Accident</b>  See joint terms and General terms and conditions <ul style="list-style-type: none"> <li>• <b>Medical disability</b></li> <li>• <b>Death</b></li> <li>• <b>Expenses for treatment</b> after repatriation, including dental treatment, in the event of accidental injury warranting compensation, for up to two years from the injury date.</li> </ul>	See joint terms and General terms and conditions <ul style="list-style-type: none"> <li>• Treatment expenses incurred more than two years after the injury date</li> <li>• Injury as a result of voluntary participation in a fight or crime</li> <li>• Practice of organized sports where a license is required</li> </ul>
<b>Liability and Legal aid</b>  See joint terms and General terms and conditions  The insurance applies in the country of study/residence and on trips throughout the world	See joint terms and General terms and conditions

## Definitions

- \*) By bicycle is also meant small electric vehicles such as electric scooters, Airwheel and ClassyWalk boards and Segways.  
Spare parts and accessories are included in the insurance sum.
- \*\*) Approval from Gouda or our 24-hour service alarm center, Travel Assistance must be obtained in advance.
- \*\*\*) In this insurance, immediate family shall be understood as:
  - spouse
  - cohabitant with the same officially registered address as the member (registered in the population register)
  - children, stepchildren, foster children and children in law, parents, stepparents, foster parents and parents in-law
  - siblings, sisters-in-law, brothers-in-law
  - grandparents and grandchildren, great-grandparents and great-grandchildren

# Terms and conditions - Accident

The insurance covers accidental injury for persons specified in the insurance certificate

Covered	Not covered
<p><b>What types of injuries?</b></p> <ul style="list-style-type: none"> <li>• <b>Death</b> as a consequence of accidental injury</li> <li>- <b>Permanent medical disability</b> as a consequence of accidental injury</li> </ul> <p>By medical disability is meant permanent physical and/or mental impairment. The degree of disability is determined irrespective of occupation, impaired capacity for income-generating employment, hobbies etc.</p> <p>By accidental injury is meant bodily injury caused by a sudden and unforeseen external physical event (accident event) occurring during the insurance period.</p> <p>Sudden and unforeseen injury is also covered if due to:</p> <ul style="list-style-type: none"> <li>• falls not caused by illness</li> <li>• injuries from twisting a knee or ankle</li> <li>• broken bones (fractures) in the shoulder, arm, wrist, femur, tibia, fibula, ankle or heel bone as a result of a hard and/or awkward landing from a jump</li> </ul> <p><b>Treatment expenses</b></p> <p>In the event of compensable accident damage, compensation is provided for treatment expenses for up to 2 years from the date of injury with necessary expenses for:</p> <ul style="list-style-type: none"> <li>• Dentist</li> <li>• Doctor. In principle, public services should be used</li> <li>• Hospital treatment</li> <li>• Physiotherapy or chiropractic treatment</li> <li>• Alternative treatment prescribed by a doctor</li> <li>• Diagnostic imaging, bandaging supplies, medication and prostheses prescribed by a doctor or dentist</li> <li>• Reasonable travel expenses between the home and place of treatment</li> <li>• Expenses for stays in a rehabilitation/recovery centre prescribed by a doctor</li> </ul>	<ul style="list-style-type: none"> <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 acute mental derangement with an external cause, and not to mental disorder</li> <li>• Accidental injury as a consequence of an earthquake in Norway</li> <li>• War; see General Terms and Conditions part 2</li> <li>• Nuclear weapons and radioactive radiation; see General Terms and Conditions part 2 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:             <ol style="list-style-type: none"> <li>1. Musculoskeletal conditions:                 <ul style="list-style-type: none"> <li>- myalgia and other unspecified pain conditions</li> <li>- tendinitis, tendinosis and impingement</li> <li>- frozen shoulder</li> <li>- spinal disc herniation</li> <li>- lumbago</li> <li>- nerve root affection with pain radiation to the arms or legs (sciatica) or other nerve compression</li> <li>- spondylolysis/spondylolisthesis, spondylosis and osteochondrosis</li> </ul> </li> <li>2. Cardiovascular diseases</li> <li>3. Fatigue syndromes                 <ul style="list-style-type: none"> <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> </ul> </li> </ol> </li> </ul>

Covered	Not covered
<b>What type of injuries, cont.</b>	
	<p>Applies to accident coverage under the travel insurance:</p> <p>Injury resulting from</p> <ul style="list-style-type: none"> <li>• boxing</li> <li>• sports diving deeper than 40 meters</li> <li>• practising organised sports that require a licence</li> <li>• parachuting from fixed objects</li> <li>• when not agreed and specified in the insurance certificate, the following is not covered: expeditions to the Arctic, Antarctic, Greenland and the Himalayas</li> </ul>

## Accident

### 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 in proportion to the extent that this has contributed to the death.

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

- In the event of the policyholder/main insured person's death, the compensation will pass to his/her 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 policyholder/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.

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 in proportion 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

# Terms and conditions - Third party liability

Travel insurance covers liability as a private individual

Covered	Not covered
<p><b>Which liability?</b></p> <p><b>Legal liability for injury or damage to a third party's person or property or financial loss, provided that.</b></p> <ul style="list-style-type: none"> <li>the conditions of the secured party's liability are met and in accordance with current and applicable law, and</li> <li>the damage or loss is demonstrated to occur during the period of insurance.</li> </ul> <p><b>The following also applies for:</b></p> <p><b>Contents-/Travel insurance:</b></p> <ul style="list-style-type: none"> <li>Liability for a rented residence or hotel room/holiday flat.</li> </ul>	<p><b>Liability</b></p> <ul style="list-style-type: none"> <li>that is connected with the insured's occupation or business activity. This does not apply for a business travel paid by the employer</li> <li>for damage to property arising from excavation, blasting, piling, sheet piling and demolition, as well as from landslides, soil shifting, dam breaks and subsidence, unless otherwise agreed upon and set forth under "Covered"</li> <li>to spouse or cohabitant, parent(s)/step-parent(s)/ foster parent(s)/parent(s)-in-law, sibling(s), child(ren)/stepchild(ren)/ foster child(ren), grandchild(ren) as well as spouse or cohabitant of the persons mentioned. It is the family relationship on the date the injury or damage was caused that shall be applicable.</li> <li>for damage to the insured's share of property owned jointly. It is the ownership on the date the damage was caused that shall be applicable.</li> <li>in the form of compensation for non-pecuniary loss (Compensation Act section 3-5)</li> <li>for defamation and invasion of privacy (Compensation Act section 3-6)</li> <li>based solely on a promise, agreement, contract or guarantee - including liability the insured must finally bear because the insured has renounced his or her right to recovery.</li> <li>for fines, charges etc.</li> <li>for damage to property belonging to another that the insured or someone on his or her behalf uses, leases, borrows or has received for transport or safekeeping - or economic losses derived from such</li> <li>damages to inventory/property in rented accommodation or hotel room / holiday apartment</li> <li>for committees / as a member of a board</li> <li>connected with transmission of an infectious disease.</li> <li>that the insured incurs due to gradual pollution</li> <li>for damage to property caused by mould or mildew or on account of the slow penetration of moisture</li> <li>for damages caused by intentional, criminal acts regulated by any legislation and whichever act sanctioned in the Norwegian General Civil Penal Code chapter 25, Violent offences, etc. or chapter 26 Sexual offences</li> <li>for corruption (Compensation Act section 1-6)</li> <li>for liability as owner, driver or user of a motor vehicle, vessel, work machine or aircraft. (the exception does not apply to leisure craft insurance).</li> <li>flying with model airplanes</li> </ul>

## Liability

### Processing of claims for compensation and allocation of costs

If a claim that exceeds the excess is brought against the insured or Gjensidige, and the liability is covered by the insurance agreement, Gjensidige will handle the case and cover the necessary costs for deciding the claim, subject to the following limitations:

- If only part of the claim is covered by the insurance agreement, and Gjensidige chooses to engage external legal and/or expert assistance, the costs of deciding the claim are distributed in accordance with the parties' financial interest in the case.
- If Gjensidige is willing to settle a case amicably or pay the claim within the limits of sum insured, no further expenses connected with or related to the dispute will be covered by Gjensidige. Gjensidige is entitled to pay any and all compensation directly to the injured party.
- If the insured party by court is imposed to pay compensation exceeding the sum insured, Gjensidige will cover the costs associated with the legal process proportionally.
- If the insured, without Gjensidige's consent, neglects to appeal against an otherwise binding judgement, Gjensidige will perform an independent assessment of whether the awarded compensation and any costs are within the amount covered by the insurance.
- In the event the sum insured is exceeded, costs that have previously been approved by Gjensidige are covered, as well as interest on the awarded compensations that are covered by the insurance.

### Obligations of the insured

The insured must:

- give Gjensidige the information and documents that are available to the insured and that Gjensidige needs in order to assess liability and pay compensation.
- carry out investigations that Gjensidige considers necessary to clarify whether the damage or loss is covered by the insurance agreement.
- participate in meetings, negotiations and/or legal proceedings and cover his or her own costs for this.

The insured may not assume liability for damages or negotiate on a claim for damages without Gjensidige's consent. Without such consent, Gjensidige is not obliged to pay compensation.

### Sum insured

- The sum insured is stated in the certificate of insurance and applies to each loss event.
- All losses/claims caused by the same liability triggering circumstance, event or omission, or which were caused by a continuous chain of events, are considered to be a single claim (series of claims). Gjensidige's liability for serial claims is limited to the sum insured that applied when the first claim was demonstrated.

### Excess

The excess stated on the certificate of insurance will be deducted from the claim settlement in each claim.

### Definitions

- A personal injury is considered to have occurred when a person dies, is injured or is infected with a disease.
- Damage to property/items is considered to have occurred in the event of loss or damage to the property (including animals and real property), or when electronically stored information is corrupted or lost in some other way. A financial loss inflicted on a third party as a result of the damage, is considered to be part of the damage.
- An economic loss is a pure economic loss on the complainants' side, without the occurrence of personal injury or property damage to either the complainant or anyone else.

# Terms and conditions - Legal aid

Travel insurance covers disputes in the capacity of a private individual

Covered	Not covered
<p><b>Which expenses?</b></p> <p>When the insured is a party in a dispute, the following is covered:</p> <ul style="list-style-type: none"> <li>• Reasonable and necessary lawyer's fees</li> <li>• Court fees</li> <li>• Expenses for expert witnesses appointed by the court</li> <li>• Expenses for experts not appointed by the court, is limited to 40% of the sum insured or the economic interest in question.</li> <li>• Expenses for witnesses at the main proceedings and depositions</li> <li>• In cases regarding land reallocation (jordskifte), costs according to the act on land reallocation section 7 – 1, except subsection letters c) and d), are covered</li> <li>• Costs awarded when the insured can demonstrate the probability that the counterparty is unable to pay.</li> <li>• As an alternative to covering expenses for a lawyer, the court, experts and witnesses, the insured can choose out-of-court mediation, cf. The Dispute Act § 5-4, by using mekle.no. The certified mediators who mediate through mekle.no are impartial and independent of the parties, and have special expertise in the area of law. If the insured wishes to have his own lawyer involved in the mediation process, the insured's legal expenses are not covered under the legal aid insurance. The insured can demand termination of the mediation at any time. If the insured chooses to end the mediation, the legal aid cover will remain intact.</li> </ul>	<ul style="list-style-type: none"> <li>• Fees for an appellate court. The provision concerning appeal also applies to the use of other remedies.</li> <li>• Costs awarded to the other party whether pursuant to law or agreement.</li> <li>• Costs incurred before a dispute has arisen</li> <li>• Allocated litigation costs from previous court(s), if, after an appeal, the case is resolved by a compromise (settlement), where you are to cover your own costs of litigation</li> <li>• Costs for disputes that are resolved by arbitration</li> <li>• Costs that can be linked to public proceedings before administrative decisions</li> </ul>
<p><b>Which disputes?</b></p> <ul style="list-style-type: none"> <li>• Disputes that arise while the insurance is in force, unless the dispute is exempted in the column to the right.</li> <li>• Disputes relating to business-related operations on agricultural property, provided that the operation does not exceed an annual turnover of NOK 100,000</li> </ul> <p><b>Travel insurance:</b></p> <ul style="list-style-type: none"> <li>• Disputes relating to criminal cases when the insured is the victim.</li> </ul>	<ul style="list-style-type: none"> <li>• Criminal case or a dispute arising from an unlawful action of the insured party</li> <li>• Cases regarding defamation, (online) harassment, insults and cases concerning liability in damages pursuant to Section 3-3, Section 3-5 and Section 3-6 of the Compensation Act. (skadeerstatningsloven)</li> <li>• Disputes that are related to the insured's profession or trade. For business travel, paid by the employer, the insurance does not cover a dispute regarding labour law between the employer and the insured party.</li> <li>• Disputes that relate to real property other than the insured property or apartment, including physical defects, deficiencies and contractual disputes regarding property outside of the Nordic region, including timeshare apartments etc.</li> </ul>

Covered	Not covered
<b>Which disputes, cont.</b>	<ul style="list-style-type: none"> <li>• If the insured only got home insurance, a dispute regarding real estate other than the insured object (apartment) is not covered.</li> <li>• If the insured has both building and home insurance on the disputed property, only the legal aid insurance under building insurance can cover the legal aid expenses</li> <li>• Disputes in cases where the insured is a party in a capacity as seller of the property and the insured has taken out change of ownership insurance on the property.</li> <li>• Disputes related to separation, divorce, child custody, contact, paternity, inheritance, demand for annulment, maintenance payment, division of an estate, dissolution of the financial partnership established by cohabitants, dissolution of shared households of non-cohabiting adults and probate cases.</li> <li>• Disputes relating to legal enforcement of claims pursuant to the Legal Enforcement Act.</li> <li>• Disputes concerning bill of exchange cases, collection cases where the debt is undisputed, debt settlement cases and cases concerning bankruptcy or voluntary arrangement if the insured is a debtor in bankruptcy.</li> <li>• Compulsory purchase cases or appraisal where the insured seeks to acquire rights over another property.</li> <li>• Disputes concerning a public administrative decision when the opportunity to appeal has not been exhausted. Any expenses incurred during the administrative proceedings are not covered.</li> <li>• Legal expenses for legal entities such as decedent estates, housing cooperatives, cooperative societies, foundations, etc., including disputes where the aforementioned legal entities represent the insured.</li> <li>• Disputes concerning lawyer's fees or expenses for experts.</li> <li>• Disputes between co-owners. Nevertheless, disputes between owners of different owner-tenant sections in the same commonhold association and disputes between co-owners who have legal expenses cover under agricultural insurance are covered.</li> <li>• Disputes in the capacity of owner, driver or user of a vehicle or boat.</li> <li>• Legal expenses if the subject matter of litigation existed when the insurance entered into effect.</li> <li>• Disputes where the insured's claim is barred by the statute of limitations.</li> <li>• Disputes where the insured has no legal interest</li> <li>• Disputes with Gjensidige as a result of rejection of legal aid coverage</li> </ul>



## Legal aid

### What is a dispute?

- A dispute exists when a claim has been brought and is disputed, wholly or in part, verbally or in writing.
- Whether there is one or more disputes is decided through a comprehensive assessment. In assessing whether there is one dispute, the following factors are emphasized amongst others:
  - Whether the dispute has the same underlying cause or has the same underlying factual basis.
  - Whether there is a proximity between the legal claims.
  - Whether the claims are regarding the same object, contract, or loss.
- A dispute is not considered to be more than one disputes even though a case consists of more than one individual question brought in more than one action.

### Which courts the dispute must fall under the jurisdiction of

- The dispute must fall under the jurisdiction of conciliation institutions with limited court authority, cf. Section 1, paragraph two, of the Courts of Justice Act or the ordinary courts of law, cf. Section 1, paragraph one, of the Courts of Justice Act. If the case is brought before a court of jurisdiction, cf. Section 2 of the Courts of Justice Act, but could have been brought before ordinary courts of law, legal expenses will be covered regardless. The land consolidation courts of Norway are equated with the ordinary courts under the legal aid terms and conditions.

### Reporting legal expenses cases

- A request shall be made to the company as soon as possible and in any case no later than one year after a lawyer was first contacted.
- If a lawyer is used in a public administrative procedure case, the deadline for notifying the company is reckoned from the date on which the public administrative appeal procedure is fully exhausted.
- When there is more than one party on the same side, a list of all parties and where they are insured shall be sent.

### Reasonable and necessary expenses

- The Disputes Act's sections 6-13 and 10-5 and Chapter 20, the Code of Ethics for Lawyers and the Norwegian Bar Association's guidelines are normative for what constitute reasonable and necessary expenses.
- If there are several parties on the same side with similar interests, Gjensidige may demand that these use the same legal and technical assistance – provided they are insured with the same company.

### Information needed by Gjensidige

- In the event of a claim for a settlement, Gjensidige has the same right as the insured to have documented how the lawyer has calculated his or her fee, i.e. engagement confirmation, time sheets and an itemized statement of fees, and Gjensidige shall have documentation that the excess has been paid. Questions regarding the reasonableness of expenses may be submitted to the Norwegian Bar Association.

### Sum insured and excess

- The total compensation in each dispute is limited to the sum insured that appears on the certificate of insurance.
- Under any circumstances the compensation is limited to the assumed financial value of the insured Party's interest in the case.
- If there are several parties insured by Gjensidige on the part of the insured, the total compensation is limited to:
  - 3-10 parties - insured sum per dispute NOK 250,000
  - 11-25 parties - insured sum per dispute NOK 500,000
  - 26-49 parties - insured sum per dispute NOK 750,000
  - 50 parties or more - insured sum per dispute NOK 1,000,000
- In addition to an excess of NOK 4,000, the insured must pay an excess of 20% of the expenses that are covered by the insurance.
- Only one excess will be deducted for each dispute, even if there is more than one party on the same side.
- Where out-of-court mediation is used, the deductible is NOK 0, -

# General Terms and Conditions

## 1. The insurance contract consists of

- the insurance documents
- Potential contract in the case of collective insurance policies

### and is also regulated by

- the Act on insurance agreements
- other legislation

The Insurance Certificate has precedence to the insurance terms and conditions and safety regulations, and special provisions take precedence to general provisions.

## 2. Norwegian law and jurisdiction

Norwegian law applies for the insurance contract.

Disputes under the insurance contract will be resolved exclusively before Norwegian courts.

## 3. Guarantee scheme for liability 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, indemnity and interest are calculated and settled in Norwegian kroner.

## 5. One-year agreements are renewed automatically

The insurance is for one year and is renewed automatically for one year at a time if the policyholder does not terminate the insurance. Gjensidige may alter that price and terms and conditions each year at the annual renewal date.

## 6. Right of cancellation

Private policyholders have the right to cancel an agreement of purchase of an insurance contract when the contract was entered into at a distance over phone or online. The period with right of withdrawal is thirty days for personal insurance and fourteen days for other insurance. The deadline for withdrawal runs from the receipt of the insurance document.

Notification of use of the right of withdrawal must be given by the expiry of the withdrawal period. The insurance contract will then be terminated, and the policyholder will only pay for the days that the insurance was in force.

## 7. Time-limited insurance

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

## 8. Credit balance

If the insurance ceases during the period of the insurance, the credit balance for the remaining portion of the insurance period will be computed provided that nothing to the contrary is specified in the individual conditions.

If the outstanding credit balance is requested paid out, an account number must be provided. For household customers, the account number must be owned by the policyholder. For commercial customers, the account number and policyholder must be linked to the same organization number.

## 9. Interest

Interest is computed on claims settlements in accordance with the Sections 8-4 and 18-4 of the Insurance Contracts Act.

## 10. Termination in the event of a change of ownership

Instead of section 7-2 of the Act on insurance agreements, this applies:

If there is a change in ownership of the object to which the insurance policy relates, the policy will cease to apply. Nevertheless, Gjensidige will be liable for insurance events that occur within fourteen days after the change of owner. In any case, the insurance will cease to apply once the new owner has signed an insurance policy.

## 11. Gjensidige's right to cancel the insurance

Gjensidige may cancel the insurance for lack of payment, erroneous or lacking information as well as due to special reasons. Gjensidige may also cancel the insurance if the policyholder does not contribute to identification or other customer measures in accordance with Anti-Money Laundering Act, goes bankrupt or after damages, provided cancellation is reasonable.

## 12. Fraud

In the event of fraud, both the right to compensation and to a refund of amounts paid in are lost, and all insurance contracts may be terminated with immediate effect. Compensations that are already paid can be subject to a claim of restitution from Gjensidige.

## 13. War and unrest

The insurance does not provide compensation for damages, disability or death that is due to:

- War or serious unrest in Norway
- War, war-like conditions or other forms for unrest abroad, if the insured travels into, or takes up residence in, an area of war or unrest where the Norwegian Ministry of Foreign Affairs has issued travel advice as a result of the security risk - unless otherwise agreed in writing.

- Participation in war

The above limitations do not apply to personal injury covered by the Occupational Injury Insurance Act.

On personal and travel insurance, Gjensidige nevertheless covers damage to persons, property or loss caused by war, warlike condition or unrest abroad that occurs for up to 6 weeks from the time the Norwegian Ministry of Foreign Affairs has issued travel advice, when the insured is already in the area to which the travel advisory applies.

#### **14. Injury from acts of terrorism**

In the event of an act of terrorism, Gjensidige's total compensation liability to all customers and other claimants is limited to NOK 1 billion per claim event. All injuries and other losses occurring within a 48-hour period are considered to be the same event. If the set limit per event is exceeded, the indemnity will be reduced proportionately.

For the following objects or interests, damage is not covered regardless that is the direct or indirect consequence of an act of terrorism:

- Dams, tunnels, bridges, airports, railway stations, power stations, buildings of more than 25 floors
- Objects or interests outside the Nordic Countries.

This limitation does not apply to travel insurance or personal insurance policies – or to personal injuries that fall under the Automobile Liability Act or the Act relating to industrial injury insurance.

An act of terrorism is understood to mean an unlawful, harmful act targeting the general public, including an act of violence or dangerous dispersal of biological or chemical substances that is understood to have been performed in order to exercise influence on political, religious or other ideological bodies or to generate fear.

#### **15. Hazardous dispersal of biological or chemical substances etc**

For personal injuries under the Automobile Liability Act and the Act relating to industrial injury insurance, as well as for travel and personal insurance policies, Gjensidige covers injuries or losses in consequence of dangerous dispersal of biological or chemical substances, damages or losses caused by rockets, nuclear weapons or nuclear radiation.

For travel and personal insurance policies, the following limitation applies:

For injury or loss caused by a nuclear weapon or nuclear radiation, the total liability to pay indemnity to all customers and other claimants is limited to NOK 500 million per injury event. All injuries caused by the same event, or which were caused by a continuous chain of events, are considered to be a single injury event.

For other insurance policies, such damages or losses are not covered.

#### **16. Earthquakes and volcanic eruptions**

Gjensidige covers losses or damages that directly or indirectly are caused by or bear an interrelationship with earthquakes or volcanic eruptions for:

- personal insurance policies, except accidental injuries caused by earthquakes in Norway
- travel insurance
- personal injury under the Automobile
- Liability Act
- personal injury under the Act relating to
- industrial injury insurance

For other insurance policies, losses or damages, and increases in losses or damages, due to earthquakes and volcanic eruptions are not covered.

#### **17. Areas that are subject to sanctions**

Any obligation to pay compensation, or other rights to the insured party – or other right holders according to the insurance contract, lapse if the fulfilment of the obligation violates laws implementing binding decisions made by the UN Security council, restrictive measures adopted by the EU Council or other sanctions adopted by USA, United Kingdom or Norway.

#### **18. The insurance companies' central register of claims – FOSS**

All claims that are reported to an insurance company may be registered in the insurance companies' central register of claims. When an insurance company reports a claim to the register, the company automatically obtains a list containing the national identity number, organization number, case number, industry code, company, type of claim, date and case officer's initials for all claims previously reported for the same customer – also claims with other insurance companies.

Claims in the register are deleted after 10 years.

Policyholders have the right of inspection upon submission of a written inquiry to the service office of the FINANS NORGE (Norwegian Financial Services Association), P.O. Box 2473 Solli, NO-0202 Oslo or firmapost@fno.no

## 19. Register of life insurance and pension agreements

The service office of the Norwegian Financial Services Association maintains a register of all life insurance and pension agreements so that the insured parties and their survivors can find information more easily. Names, national identification numbers, reference numbers and the names of the financial institutions are registered.

The policyholder has the right of inspection and right to make reservations against being listed in the register by submitting an inquiry to the service office of the FNO Servicekontor, P.O. Box 2473 Solli, NO-0202 Oslo. See also [norskpensjon.no](http://norskpensjon.no)

## 20. Arbitration

The basis for indemnity and values and issues connected with calculating losses from interruption are to be decided by arbitration if the Indemnified Party or Gjensidige requests it. The arbitration valuation is the maximal limit for Gjensidiges liability.

The Insured Party or Gjensidige can demand the compensation assessed by arbitration for physical damage to the following items:

- Motor vehicle, including trailer
- Machinery
- Ship and boat
- Building
- Household goods, property and movables
- Operating losses, including loss of rent
- Valuables

With an exception for operating losses and loss of rent, the arbitration shall only be related to the physical damage to the insured object, and no other claims in connection with the case.

Appraisals will be provided by impartial experts. Each party selects an appraiser. If either party so desires, a special appraiser may be chosen for particular objects or for specific issues in the event of any business interruption losses.

If one of the parties has informed the other of his or her choice in writing, the other party is obliged to provide details of the person chosen within one week of having been informed. Prior to the appraisal, the appraisers will choose an arbitrator. If either of the parties so insists, that person should be resident outside the parties' hometown and outside the municipality in which the insurance event occurred. If one of the parties fails to choose an arbitrator, one will be appointed by the district court in the judicial district where the arbitration is taking place. If the appraisers do not agree on an arbitrator, one will be appointed in the same manner.

The appraisers shall gather any information and undertake any investigations that they deem necessary. They are obliged to make

their appraisal on the basis of the insurance contract. The appraisers undertake the valuation – answering any questions connected with business interruption losses – without calling on the arbitrator. If they are unable to agree, the arbitrator will be summoned, and will apply the same rules to make his/her appraisal on those points upon which the arbitrators disagree. If the arbitrator is called upon, compensation will be calculated on the basis of his/her appraisal. Nevertheless, the compensation must not exceed the limits implied by the appraisers' estimates.

The parties each pay their own appraiser. Fees for the arbitrator and possible other costs connected with the appraisal will be shared equally by the two parties. For arbitration vis-à-vis household customers or housing cooperatives pertaining to property damage connected with household insurance or housing cooperatives, when it is Gjensidige that requests arbitration, Gjensidige will pay all arbitration costs. The appraisal's valuations are binding on both parties.

## 21. Information regarding processing of personal data

Processing your personal data is necessary to enter into and fulfill the insurance contract.

The information is used at renewal of the insurance contract, for claims handling and to administer the customer relationship. We also process your personal data on the basis of our legitimate interest.

This is in relation to customer follow-up and marketing, for market and customer satisfaction surveys, development of new and existing services and when we monitor traffic to our websites.

In the case of customer complaints, recourse claims and legal processes, we will process your personal data to establish, exercise or defend a legal claim. We also process personal data to fulfill legal obligations from other legislation. If the processing requires special categories of personal data, like health information and union membership which is necessary to enter into the agreement, we will obtain your consent.

Automated individual decisions are used when purchasing insurance and in claims processing. Profiling may be used in such decisions. If the result of an automated individual decision affects you significantly, you may in some cases have the right to request a manual assessment of the decision. You will be informed of this in the instances where it applies.

Gjensidige can make your personal data available to others internally in the group, to service providers and partners, insurance mediators, other insurance companies and to insurance companies' joint

registers. This only if the law permits and it is in accordance to client confidentiality.

When the disclosure of data to official government prevails the client confidentiality, we can disclose your personal data without your consent. Your personal data is processed as long as you have an insurance policy with us. After a contract with us is terminated we will store the information in accordance with the limitation periods for the relevant products due to the possibility of future insurance claims that are relevant for the insurance period.

The Personal Data Act gives you greater control of your personal data. This means that you have the right to ask for access to information, make corrections and to erasure of your personal data, among other things. You have in some cases also the right to object to the processing and to request that processing is restricted. You can object to processing for direct marketing purposes and when the processing is based on your consent you can withdraw this. You also have the right to be given a copy of the personal data that you have provided to us, and you can file a complaint to The Norwegian Data Protection Authority. You exercise your rights by your logged in area or by submitting a written inquiry to us.

The legal entity responsible for processing your personal data is Gjensidige Forsikring ASA, Norge, Schweigaards gate 21, NO-0191 Oslo, org.nr. 995 568 217. Contact adresse: Gjensidige Forsikring ASA, P.O. Box 700 Sentrum, NO-0106 Oslo.

You can also contact our Data Protection Officer at [personvernombudet@gjensidige.no](mailto:personvernombudet@gjensidige.no) or send a letter to Gjensidige Forsikring ASA, att./ Personvernombudet, P.O. Box 700 Sentrum, NO-0106 Oslo.

See the complete Privacy Policy at [gjensidige.no](https://gjensidige.no) or send a written inquiry and we will send it to you.

## 22. Information regarding complaints

Talk to one of our associates who often can help to find a solution or clarify any misunderstandings or errors. We will be happy to have the opportunity to correct any errors. Contact us at +47 24 14 45 70

If you want to make a complaint about a decision related to a specific claim, contact our Customer Representative (kundeombud)

Gjensidige Forsikring  
Kundeombud  
Postboks 700, Sentrum  
0106 Oslo

External complaints board:

The Norwegian Financial Services Complaints Board  
You can complaint online to the Norwegian Financial Services Complaints Board (FinKN) or send a letter to

Finansklagenemda  
Postboks 53, Skøyen  
0212 Oslo

The Financial Supervisory Authority of Norway (Finanstilsynet) has the overall supervision of non-life insurance companies. You can find an overview of external complaints boards at the website: <https://www.finanstilsynet.no/>

### Finanstilsynet addresses:

Visiting address:  
0151 Oslo  
Postaddress:  
Postboks 1187 Sentrum  
0107 Oslo  
E-mail: [post@finanstilsynet.no](mailto:post@finanstilsynet.no)

Private customers can also complain to:  
Forbrukertilsynet  
Postboks 2862 Kjørbekk  
3702 SKIEN  
Tlf.: 23 400 600  
Web: <https://www.forbrukertilsynet.no/>

# Compensation rules

## Travel insurance

In place of Section 6-1 of the Insurance Contracts Act, the following shall apply:

### Reporting claims

- Accidents/illness must be reported to Travel Claims or our 24-hour alarm center, Travel Assistance
- Assault, robbery, theft and burglary must also be reported to the police
- In the event of cancellation, a certificate from a doctor and an invoice for the cancellation expenses must be sent to Gjensidige as soon as possible
- Transport damage must be reported to the carrier immediately

### How the compensation will be calculated

The compensation will be set at what it would cost Gjensidige to repair/rectify the item or purchase an equivalent - or essentially equivalent - item in accordance with the price on the date of the loss.

### Compensation value

Compensation value for items which

- are purchased used is set to the replacement price for an equivalent item
- that have been inherited, is set at the turnover value at the date of the loss

The following deduction for "wear and tear" will be calculated:

- Photo / Video computer equipment and other electronic / optical equipment: 10% per year
- Mobile phones, watches, smart/activity watches and tablets: 20% per year
- Clothing, shoes, hiking and sport equipment and glasses: 10% per year
- Bike: 20% per year from the year the bike is 5 years old.
- Other luggage: deduction for wear and tear on the basis of probable useful life and wear.

The deduction can maximum be 80 %.

For each occurrence, Gjensidige will consider whether the insured person can be compensated in cash. The cash compensation will be equal to the amount Gjensidige would have paid for repair/replacement.

### The following applies to damage to/loss of a mobile phone:

Gjensidige decides whether the damage is resolved by cash compensation, replacement of the screen or a replacement phone of a similar make and model. Replacement phone may differ in color.

## 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.

### Payment of the compensation

Indemnity shall be paid as the repair is carried out or when an overview of the damage/expenses is presented. The claim must be documented.

Gjensidige may pay medical, hospital or repatriation expenses directly to the treatment institution/carrier.

Gjensidige has the right to take over items when compensation payment has been made for replacement.

### The amount of compensation may be reduced in the event 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.

### Recovered items

If an object is recovered after Gjensidige has paid compensation, the insured person may keep the object if he or she pays back the compensation. Otherwise the object will become the property of Gjensidige.

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](mailto:gouda@gouda.no) Website: [gouda.no](http://gouda.no)

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