



Incoming Insurance Norway & Schengen

Terms and conditions 683

Effective September 2012

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Contact Gouda Rejseforsikring

Service centre

+47 24 14 45 70
post@gouda.no

Claims centre

+47 24 14 45 70
skade@gouda.no

Your questions can also be answered on our website gouda.dk

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About Gouda Rejseforsikring

Specialists in travel insurance

Gouda Rejseforsikring is one of Denmark's largest travel insurance companies and has been operating in Denmark since 1994. Gouda Rejseforsikring is part of Gjensidige Forsikring ASA, Norway. The company has provided life insurance, health insurance and insurance of valuables since the first fire office was established in 1816. Gouda continues as part of Gjensidige's Danish branch.

Gouda Rejseforsikring helps travellers - on holiday and while working

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

General Conditions

Chapter A: Coverage

In compliance with the Norwegian Insurance Contracts Act (FAL) of June 16 1989:

CL. 1 Medical expenses

1.0

The policy covers claims arising from acute illness or accidental injury during stay in Norway (see clause 3.4) in the insurance period.

The maximum compensation under this coverage amounts to NOK 300.000.

1.1 The scope of coverage:

The insurance covers the below mentioned reasonable and necessary expenses caused by acute illness or accidental injury, which can be documented to have occurred during the stay:

- 1.1.1** Medical treatment and medicine prescribed by a duly authorised physician.
- 1.1.2** Hospitalisation including room and board in a standard Norwegian ward and hospital treatment as prescribed by a physician, including operations.
- 1.1.3** Treatment by an officially licensed physiotherapist or chiropractor up to a total maximum amount of NOK 5,000.
- 1.1.4** Urgent and acute dental treatment by a duly authorised dentist. 50% of the expenses is covered, up to a maximum of NOK 2,500.
- 1.1.5** Reasonable and documented additional expenses for hotel stay as prescribed by a physician.
- 1.1.6** Ambulance transport from the illness/accident scene to the place of treatment and return (including air ambulance provided that Gouda or the Emergency Center approves this).
- 1.1.7** Repatriation transportation of the insured back to the home country, after consulting the Gouda physician, when such transportation is medically necessary as a result of personal acute illness/accident.

The insurance does not cover:

- if the repatriation transport has not been approved by Gouda
- expenses in connection with repatriation arranged by the policyholder that would not have incurred if Gouda had arranged the repatriation
- expenses incurred because the policyholder does not follow the instructions given by the attending medical practitioner or Gouda's physician.

1.1.8 In case of death, all expenses for transport of the deceased to the country of citizenship are covered, including expenses in connection with any statutory requirements for such transport.

1.2 Exclusions:

The insurance does not cover any expenses incurred in connection with:

- 1.2.1** Medical expenses incurred for any disease, illness or injury known to the policyholder and/or the insured at the time of application.
- 1.2.2** Treatment of chronic or existing ailments, which, within the 6-month period immediately prior to the arrival to Norway have caused hospitalisation assessment/treatment (which does not form part of a control routine) by a physician, or altered medication.
- 1.2.3** Treatment of chronic or existing ailments, if the insured have failed to consult a physician or refused or discontinued treatment for the ailment, irrespective of whether the insured must have known or assumed that the ailment required treatment or that the insured's condition had essentially deteriorated, a physician has discontinued the treatment or refused to treat the condition the insured have been selected for, referred to or entered on a waiting list for assessment/treatment, or have failed to keep an appointment for control during the past 6 months.
- 1.2.4** Treatment or stay at the time when the insured refuses to allow himself/herself to be repatriated against the advice of Gouda's or the Emergency Center's Attending medical practitioner.
- 1.2.5** Treatment or stay in the event that the insured does not follow the attending medical practitioner's advice on treatment.
- 1.2.6** Dental treatment, cf. clause Cl. 1.5 in the event the insured has not followed normal dental care with regular examination and treatment.
- 1.2.7** Induced abortion.
- 1.2.8** Birth or any illness arising as consequences of pregnancy which occurs after the 24th week of the pregnancy.
- 1.2.9** Treatment or operation, which the insured knew at the time of arrival, he/she had to undergo.
- 1.2.10** Treatment or complications of HIV or AIDS, also including examination of symptoms.
- 1.2.11** Treatment or stay which according to medical opinion could have been delayed until after the planned arrival home.
- 1.2.12** Treatment or replacement of prostheses.
- 1.2.13** Stay at convalescent or health resorts.
- 1.2.14** Medication not prescribed by a physician and medication taken on a regular basis at the time of arrival.

1.2.15 Plastic surgery operations, cosmetic operations or treatment of complications or complications in connection with these, unless the operation is a direct consequence of an accident which requires hospitalisation within 24 hours of the occurrence of the accident.

1.2.16 Treatment after leaving Norway or the Schengen territory.

CL. 2 Personal liability (during stay in Norway)

2.0

The maximum compensation under this coverage amounts to NOK 5 mill.

2.1

The insurance provides cover if the insured incur liability to pay compensation for bodily injury or damage to property, in accordance with the ordinary rules for liability, subject to Norwegian Law, to pay compensation governing non-contractual liability.

2.2

The total amounts stated in Cl. 2.0 constitute the upper limit for Gouda's liability for a single claim even though liability is imposed upon several persons and even though the event is covered by one or more policies taken out with Gouda.

2.3

In addition, costs in connection with settlements of questions of damages are covered provided these have previously been agreed with Gouda.

2.4

Damages in a hotel room are covered up to maximum NOK 25,000 per incident provided the damaged articles have been in the keeping of the insured.

2.5

The insured must not accept liability to pay out damages or acknowledge a claim for damages. Lack of compliance to this demand may lead to the insured losing his/her rights under this policy. Gouda must immediately be informed of the insurance event and will thereafter decide upon the further action to be taken in the matter.

2.6 Exceptions:

The insurance does not cover liability:

2.6.1 3- for damages occurring in connection with working or business conditions.

2.6.2 - for damages to or loss of own articles.

2.6.3 - for damages as a consequence of that the insured, by agreement or otherwise, has taken on further responsibility than which is valid according to the common rules on liability to damages outwith the contract.

2.6.4 - for damages to items which the insured has on loan, rent, storage, usage, for transportation, processing, or otherwise in his/her keeping, except for the situations mentioned under clause Cl. 2.4.

2.6.5 - for damages where the insured by contamination or otherwise infects other persons with a disease.

2.6.6 - for damages caused by use of a motor vehicle, caravan or trailer, motor driven aircraft or vessel, or any vessel more than 3 metres long.

2.6.7 - for damages caused to family or fellow traveller.

2.6.8 - for damages caused by animals.

CL. 3 Common conditions

3.0

The below mentioned conditions and exceptions apply for all the policy conditions (Cl. 1 – Cl. 2).

3.1

The insurance covers the insured mentioned on the "Gouda Travel Insurance Card(s)". The insurance only covers persons up to 70 years of age

3.2

The expressions in Italics are defined in Clause C-Definitions.

3.3

The insurance covers within the period of the insurance provided that the premium has been paid to Gouda.

3.4

In the case the insurance policy is purchased after the insured's arrival to the Schengen area the insurance is only valid when Gouda has received payment – never before 00:00 hours 14 days after the insurance policy is ordered (ordered Wednesday – valid the earliest at 00:00 hours Wednesday 14 days later)

3.5

The insurance covers within the borders of Norway. In addition Cl. 1 "Medical expenses" will cover for short journeys or stays in other countries within Schengen territory, with a maximum period of 45 days a time.

3.6

Unless otherwise specifically stated, the sums insured stated on the policy (front page) for the individual part-coverages (clauses) form the maximum limit of Gouda's liability to pay out damages per holder of the insurance per event insured.

3.7

The holder of the insurance and the insured are obliged to provide and submit information which by Gouda is considered necessary in order to decide whether the injury is entitled to coverage and to which extent. The above includes police statements, third party statements from for example hotel personnel and so on, but is not limited to such.

3.8 For every injury:

3.8.1 – Gouda's physician has the right to seek information about the insured's health and treatment from physicians or hospitals that have treated the insured and, if necessary, to discuss the conditions as informed to Gouda with them. Gouda guarantees full discretion for such information.

3.8.2 – Gouda has the right to demand that the insured allows him/herself to be examined by Gouda's physician or by a physician appointed by Gouda. In case of death Gouda has the right to demand a post-mortem examination. In this occasion Gouda will cover all costs for the above mentioned.

3.9

It is a condition for coverage that the clauses described in the next section "Conditions in case of accident" are observed. These conditions form an integrated part of the policy conditions.

3.10

Expenses for transportation, which has not been arranged by Gouda, are at a maximum covered by the expenses Gouda would have had by arranging the equivalent transportation. However, a maximum amount equal to the ticket price for "business-class" on scheduled flights is paid.

3.11

Rights in accordance with this insurance cannot be mortgaged or transferred without Gouda's written consent.

3.12

In the case of payments in accordance with the present policy, Gouda enters into all the insured's rights in that respect. Gouda is entitled to have recourse against third party as far as Gouda has paid out compensation. Gouda covers the costs in connection with an eventual recourse claim.

3.13

Compensation is paid out immediately after Gouda has received the information regarded necessary in order to determine Gouda's obligations and the size of the compensation.

3.14

The insurance does not cover claims:

3.14.1 – Provoked by the insured by intention or by gross negligence, during self-inflicted intoxication or under the influence of drugs, medication or another euphoriant, unless it can be substantiated that the injury has no connection herewith. This exception applies for any coverage under this policy irrespective of the insured's state of mind at the time of the injury, see FAL §§4-9, 13-8 and 13-9.

3.13.2 – Occurred in connection with the insured's participation in scientific expeditions.

3.15 The insurance does not cover:

3.15.1 Pilots and co-pilots when airborne, employees of atomic plants during their business, plus any person during stays offshore.

3.15.2 Claims occurring as a direct or indirect consequence of: strike, lockout, detention, confiscation or other interventions carried out by a public authority.

3.15.3 Claims for damages covered by another insurance or by the Norwegian social security system (Folketrygden).

Coverage in case of war:

3.16

The insurance does not cover damage occurring directly or indirectly as a consequence of war or warlike actions, revolt or civil unrest.

3.17 Coverage during usage and handling of radioactive material:

The insurance does not cover damage occurring directly or indirectly as a consequence of usage or handling of radioactive material.

3.18 Cancellation of the insurance:

Gouda can cancel the policy with 2 months notice after claim is made. The company can likewise dismiss the policy within the same respite, if the policyholder the last 12 months has made 3 claims or more, or the course of the claim shows a large divergence from normal.

3.19 Limitation:

Claims must be reported to Gouda immediately. The policyholder loses the right to reimbursement if the claim is not made within one year after the policyholder had the knowledge to the circumstances that courses the claim.

3.20 Venue:

Complaints regarding the policy or the claims handling, can be sent to Finansklagenemnda, P.o box 53 Skøyen, 0212 Oslo.

Legal proceedings against Gouda must be instituted by the Oslo City Court (Oslo Tingrett).

Chapter B: Conditions in case of accident

In the event the insured is put in an acute situation which concerns this travel insurance, please contact:

Gouda's Emergency Centre

A.C. Meyers Vænge 9
2450 København SV
telephone +45 3315 6060
fascimile +45 3315 6061
E-mail: alarm@gouda.dk

The Emergency Centre is open 24 hours a day – 365 days a year.

If the contact concerns illness or an accident, physicians are available ready to step in and start a dialogue with the attending medical practitioner. If normal advice and guidance is required before, during or after the journey, inquiries can naturally be directed to Gouda Travel Insurance (Gouda Reiserforsikring).

If the insured, the employer or relatives plan to contact the Emergency Centre by telephone, we recommend that the caller spends a few moments before dialling to collect all relevant information (policy number, name and telephone number of hospital/attending medical practitioner, diagnosis, eventual address of relatives etc.).

The schedule below explains what to do in case of injury and the necessary documentation to be obtained and produced when compensation is claimed in accordance with the policy. The schedule must be compared with the text in the policy conditions, cf. Chapter A above.

Event/injury	What to do?
Hospitalisation	Contact our Emergency Centre as soon as possible, at the latest one day after hospitalisation. The Emergency Centre can, if necessary, make sure that a payment guarantee is given to the hospital treating the insured.
Medical treatment	If an attending medical practitioner has treated you, you can ask the attending medical practitioner to address the invoice to Gouda, or you can pay the attending medical practitioner for the treatment and subsequently forward a claims notice and original attachments to Gouda for refund. Gouda can, if required, put up a guarantee to the attending medical practitioner. Irrespective of the mode of payment, the claims notice must be sent in as soon as possible. Under all circumstances remember to get all necessary documentation for your illness in the form of a medical certificate with diagnosis and information about any prescribed medication together with the original attachments for payment of the treatment and medication.
Personal liability	Gouda must immediately be informed of any event, which later could be assessed as leading to a damages claim from a third party. It is important that the name and address of the possible claimant and any witnesses are informed to Gouda. The insured must never accept liability to pay out damages without consulting Gouda.
Illness or accident	Contact our Emergency Centre as soon as possible. It is a condition for Gouda's liability to pay out damages that the insured obtains from the attending medical practitioner the exact diagnosis and that the insured allows Gouda's practitioner access to all relevant case documents. For single visits to a practitioner or purchase of medication, which does not exceed the equivalent value of approximately NOK 1,000, no contact to the Emergency Center is required.

Chapter C: Definitions

In the policy conditions several words and expressions are stated in Italics which means that these words and expressions are defined below. The definitions apply irrespectively of which linguistic form of the word or expression is used:

Attending medical practitioner:

The practitioner (see definition) who attends the insured during his/her stay abroad. The Attending medical practitioner must have an authorisation in the country where the insured is staying.

Family:

Husband and wife/co-habitant together with their children who travel together and are all covered by a Gouda Travel Insurance.

Dangerous sports:

American football, mountaineering, boxing, wrestling, diving (does not include snorkelling), fencing, go-carting, ice-hockey, judo, rugby, white water rafting, exploration of potholes and caves, performance of all professional sports, ballooning, bob-sleighbing, para-shooting, (hang, tow, or para)- gliding, racing of any kind, ski jumping, together with other equally dangerous kind of sports.

The insurance period:

The insurance covers from the time when the insured leaves his/her home country with the transportation leading to the Schengen territory to start on the planned journey, and expires on return to the first port outside the Schengen territory.

Gouda:

Gouda Travelinsurance is a part of Gjensidige- gruppen. The insurer is Gjensidige Forsikring ASA, Norway ORG-nr. 995 568 217

Physician:

An educated and officially authorised physician not being the insured himself/herself and not being a relative to the insured.

Necessary treatment:

Necessary treatment is the treatment, which can stabilize the insured so he/she can carry out the planned journey or repatriation.

Stay expenses:

The total documented reasonable additional expenses for hotel, living and local transportation etc.

Fellow traveller:

One or several persons travelling together with the insured and who are covered by a Gouda Travel Insurance.

Costs:

Costs are the costs incurred in connection with disputes, which the insured is involved in and which can be heard in court, or arbitration, but not costs incurred by the insured during investigation whether there is basis to start a case.

Co-habitant:

A person with whom the insured has lived a marriage like relationship and has had the same official address in the National Register during the last year.

Accident:

A sudden unintended and unexpected incident, caused by an external impact, which brings identifiable personal injury.

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

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

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