

Annual travel insurance

Terms and conditions 625.3



Contents

Summary of cover for Annual Insurance		3	4.	Repatriation for medical reasons	13
Α.	Area of cover and duration	4	5.	Escort of patient/Call-out	13
В.	Who is covered by the insurance	4	6.	Curtailment	14
C.	Contact in case of a claim during travel and		7.	Interrupted travel	14
	documents the insured person must bring	4	8.	Personal liability insurance	15
D.	Definitions	5	9.	Legal assistance	15
Ε.	Scope of the travel insurance	6	10.	Delay	17
1.	Luggage Insurance	6	11.	Personal safety	17
2.	Travel illness cover	9	12.	Cancellation insurance	18
3.	Accident Insurance	11	13.	General terms and conditions	19

Contact Gouda Reiseforsikring

Service centre

+47 24 14 45 70 post@gouda.no

Claims

+47 24 14 45 70 skade@gouda.no

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

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About Gouda Reiseforsikring

Specialists in travel insurance

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

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

Gouda Reiseforsikring helps travellers

- on holiday and while working

Gouda Reiseforsikring offers a broad range of quality products to private and business travellers, as well as people posted abroad. Together with a number of selected agents and insurance brokers, we offer specialised, personal and comprehensive advice to holiday and business travellers.

Summary of cover for Annual Insurance

			SUPER	STANDARD		
COVER		Section	Sums covered in NOK No excess	Sums covered in NOK WITH deductible	Deductible	
			Individual / Family	Individual / Family		
Luggage: Total sum		1	150,000 / 300,000	20,000 / 40,000	1,000	
- Cash		1.2.1	5,000 / 10,000	3,000 / 3,000		
- Travel documents		1.2.2	20,000 / 20,000 per person	5,000 / 10,000		
- Valuables (groups)		1.2.3	20,000 / 35,000	10,000 / 10,000		
- Individual items		1.2.4	20,000 / 20,000	6,000 / 6,000		
- Theft from motor vehicle		1.2.5	20,000 / 20,000	5,000 / 10,000		
- Bicycle		1.2.6	25,000 / 40,000	2,500 / 2,500		
- Delayed luggage:		1.3.8	5,000 / 20,000	2,000 / 4,000		
Travel illness cover:		2			1,000	
- Medical expenses		2.1.1	Unlimited	Unlimited		
- Dental treatment,	accident	2.1.2.1	5,000 / 5,000 per person	5,000 / 5,000 per person		
	illness	2.1.2.2	1,000 / 1,000 per person	1,000 / 1,000 per person		
- Travel companion/escor		2.1.3	25,000 / 25,000	25,000 / 25,000		
- Veterinary expenses		2.1.5	1,000	No cover		
Accident		3				
- Death,	adult	3.1.1.	300,000	100,000		
	child		50,000	50,000		
- Permanent medical disa	ıbility, adult	3.1.2	300,000	100,000		
	child		500,000	200,000		
- Medical treatment expenses after repatriation		3.1.3	25,000	10,000	1,000	
Repatriation		4	Unlimited	Unlimited	1,000	
- Escort of patient / Call-out		5	Unlimited up to 2 pers.	35,000 / 35,000	1,000	
Curtailment		6	Unlimited	Unlimited	1,000	
Interrupted travel		7	50,000 / 100,000	20,000 / 40,000	1,000	
Personal liability		8	10,000,000 / 10,000,000	4,000,000 / 4,000,000	1,000	
Co-payment for rental vehicle		8.1.1	8,000	No cover		
Legal assistance		9	50,000 / 50,000	20,000 / 20,000	2,000/20 %	
Delay:		10			1,000	
- Delayed departure		10.1	3,000 / 6,000	1,000 / 3,000		
- Delayed arrival		10.2	30,000 / 75,000	20,000 / 30,000		
Personal safety:		11			1,000	
- Evacuation, war		11.1	Unlimited	25,000 / 40,000		
- Evacuation, terrorism		11.2	Unlimited	10,000 / 25,000		
- Evacuation epidemic/disaster		11.3	Unlimited	10,000 / 25,000		
- Retention by authorities		11.4	25,000 / 50,000	25,000 / 40,000		
Cancellation		12	125,000 / 250,000	20,000 / 50,000	1,000	

Note: The sums covered in the insurance certificate take precedence over the sums covered in the terms and conditions, in the event of conflict. The insurance certificate will show whether Standard or Super cover has been chosen.

Terms and conditions

A. A. Area of coverage and duration

The insurance is valid on trips by common means of transport, and during stays connected with the trip, anywhere in the world. For standard cover, the insurance is limited to trips having at least one overnight stay or to trips made by air transport. Standard cover is not valid for official, work-related travel. The duration of the insurance is detailed on the insurance certificate.

On trips to areas the Norwegian Foreign Office has issued travel advice for due to an increased risk of war or acts of terrorism, danger of riots or similar disturbances of the peace, epidemics or disasters, the insurance does not cover damage/loss resulting directly from these types of risks. Gouda can issue special additional insurances for these types of areas, depending on the type and length of the trip.

The insurance certificate will show whether Standard or Super cover is chosen.

The insurance is valid on trips lasting up to 60 days under super cover and up to 45 days under standard cover. The length of the trip is measured from the day of departure from your residential address in Norway, registered on the insurance certificate, until you are back at the same address, provided that this point in time is within the period you have taken out travel insurance for. It is a prerequisite that the premium is paid prior to departure and by the time specified by the payment notice at the very latest.

If the trip will last longer than 45/60 days, it is possible to take out additional insurance in advance for the surplus days.

B. Who the policy covers

The insurance covers the individual(s) mentioned on the insurance certificate who are full members of the Norwegian National Insurance Scheme, have a permanent residential address in Norway registered in the National Population Register, and who will be returning to Norway at the end of the trip.

Persons who have reached their 75th birthday cannot purchase the insurance, but can apply for single-trip travel insurance (travel insurance for seniors). In the event the already insured person turns75 years of age, the insured person may renew the insurance.

B. Who is covered by the policy

a) Any spouse/cohabitant that is co-insured must share a residential address with the insured, registered in the Norwegian National Population Register. A cohabiting partner covered by

- the policy does not have the same rights as a spouse when it comes to the payment of death benefit. If no beneficiary is named, the death benefit will be paid to the insured's heirs in accordance with law or testament, cf. the Norwegian Insurance Contracts Act (hereinafter referred to as FAL) section 15-1.
- b) Biological, adopted and foster children are covered by the provisions for family in the policy until turning 21 years of age. It is a prerequisite that the child has the same residential address in the Norwegian National Population Register as one of the parents. Adoptive children are covered from the moment actual responsibility for the care of the child is assumed.
- **c)** Under Super cover, grandchildren and great grandchildren younger than 21 years old are covered by the insurance when they travel with the policyholder.

C. Contact in case of a claim while travelling and documents the insured must bring

If the insured is injured and needs help, this paragraph provides guidance on what to do. Claim forms can be downloaded from www.gouda.no.

Emergencies

Should the insured person experience an emergency that concerns the travel insurance on the trip, we ask that the insured person, the attending Gouda's Alarm Centre, doctor or the next of kin contact Gouda's Alarm Centre, A.C. A.C. Meyers Vænge 9, 2450 Copenhagen SV, Denmark The Alarm Centre is open 24 hours a day, 365 days a year and can be reached on the following phone number/address:

Gouda Alarm Centre

Telephone +45 33 15 60 60 Fax: +45 33 15 60 61 email: alarm@gouda.dk

When you contact the Gouda Emergency Centre you will speak to a service coordinator who will provide you with the necessary assistance. If the inquiry relates to illness or an accident, doctors are on hand to initiate a dialogue with the attending doctor. The insured person has an obligation to comply with the recommendations of the doctor and the Emergency Centre.

All other cases

In all other cases, for example when submitting invoices for a refund, you must write to or contact our office in Oslo. You can also contact the Oslo office to discuss any questions you have about claims that are not emergencies.

Gouda Reiseforsikring

Postboks 700 Sentrum 0106 Oslo, Norway

Telephone: +47 24 14 45 70 / Telefax: +47 24 14 45 71

email: skade@gouda.no

Instructions for different types of cases

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

The description below must always be understood in conjunction with the terms and conditions for each individual cover, cf. paragraph E:

Serious illness/injury/death

Immediately contact the Gouda Emergency Centre, unless it is a case of a routine medical appointment with anticipated expenses of no more than NOK 2,500 in total. The Gouda Alarm Centre will provide guidance and, if necessary, will allocate a doctor to the case to ensure that the insured person receives the optimal treatment. The Gauda Alarm Centre, in cases covered by the insurance, will be able to provide the hospital or doctor with a guarantee, so that the insured person does not have to pay large sums himself/herself.

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

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

Delayed luggage

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

Luggage Insurance

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

this report (PIR report). In claims where the loss is expected to exceed NOK 10,000, you must contact Gouda's Oslo office immediately, and then send a claim form to Gouda's Oslo office as soon as possible. Enclose the original receipt issued by the relevant authority for the report of the theft/damage, and original documentation of the value of the stolen or damaged items.

Emergency return home

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

Personal liability

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

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

Legal assistance

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

Cancellation due to illness

In cases of cancellation due to illness, it is a prerequisite that the insured person is in possession of a medical certificate that confirms acute illness and states that travel is not advisable on medical grounds. Therefore, a doctor should be consulted in order to discuss the situation with him/her. Then contact Gouda's Oslo office. Always remember to cancel your ticket via the travel agency as soon as you know you cannot travel.

D. Definitions

Acute illness:

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

Emergency Centre:

Gouda Alarm Centre

A.C. Meyers Vænge 9, 2450 Copenhagen SV, Denmark Telephone: +45 33 15 60 60, Telefax: +45 33 15 60 61 email: alarm@gouda.dk

Sole travel companion/escort:

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

The Insured:

The person whose life and health this policy relates to.

Policyholder:

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

Gouda:

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

Doctor:

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

Extra expenses:

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

Travel expenses:

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

Cohabitant:

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

The insured:

The person who, according to the insurance agreement for general insurance, holds the right to compensation or the insurance sum.

For third-party liability insurance, the insured is the person for whom third-party liability compensation is covered.

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

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

Travel companion/escort:

Person who is already with the insured at the destination.

Chewing damage:

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

E. Scope of the travel insurance

1. Luggage insurance

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

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

1.1 Security precautions

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

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

- **1.1.1** The beneficiary must not leave insured objects unattended. This also entails a responsibility to ensure that no possessions are left behind when leaving a location.
- **1.1.2** When insured objects are left unattended, the beneficiary shall lock doors and ensure that windows are closed and properly secured to prevent unauthorised persons entering motor vehicles, caravans, boats, holiday cottages, flats, hotel rooms or other temporary accommodation (e.g. tents).
- **1.1.3** Money and passports must either be carried on the beneficiary's person or locked in a permanently mounted safe or deposit box in a building/storage space suitable for this purpose in a locked room in a building. The key must be kept inaccessible to unauthorised persons.
- **1.1.4** In respect of objects mentioned in section 1.2.3 that are not in use, the beneficiary must ensure these are properly locked up. The key must be kept inaccessible to unauthorised persons. If locked

storage is unavailable, the beneficiary shall carry the objects on his/ her person. If such objects are kept in a motor vehicle or caravan, they must be placed in a closed glove compartment or a locked, non-transparent boot/ski box, or removed if the vehicle does not have a glove compartment/boot/ski box.

- **1.1.5** The insured objects shall not be left behind in motor vehicles, caravans, boats or tents at night or places of storage or when such are left unattended for periods of more than 24 hours. Night is defined as the time from when one leaves the place of storage during the day until one returns the following day, and in all cases where a vehicle/caravan/boat/tent is left unattended from 24:00 to 06:00.
- **1.1.6** The beneficiary must ensure that insured objects are sufficiently and adequately packed, and properly protected to survive the relevant means of transport. Electronic equipment brought onto boats/canoes/kayaks must be placed in waterproof packaging.
- **1.1.7** 1.1.7 The beneficiary must comply with the carrier's rules concerning contents and packaging/labelling.
- **1.1.8** The beneficiary must not send money, jewellery, wristwatches, spectacles/sunglasses, precious stones, precious metals, camera, video, DVD or computer equipment, mobile phones, audio playback equipment, electronic equipment, fragile objects or perishable goods in checked luggage.

1.2 Sums covered for luggage

- **1.2.1** Money is covered up to NOK 5,000 for individual persons and NOK 10,000 for families, under super cover. For standard cover money is covered up to NOK 3,000 per insurance event.
- **1.2.2** Expenses arising from the loss of tickets (travel documents) and passports are covered by up to NOK 20,000 per person under super cover and NOK 5,000 per family under standard cover. It is a prerequisite that the loss is not compensated by other means.
- **1.2.3** In the event of loss/damage to the following items, compensation of up to NOK 20,000 is paid for individual persons and NOK 35,000 for families under super cover, and up to NOK 10,000 under standard cover:
- a) jewellery, wristwatches, pearls, precious stones, precious metals, spectacles, mobile phones or smartphones, photography, video or optical equipment, radios or televisions, audio playback equipment, DVDs/CDs, laptops, tablets or computer equipment and other electronic equipment
- **b)** antiques, objects of art, carpets, furs, musical instruments, weapons or sports equipment (including fishing, skiing., snowboarding, golfing or diving equipment), driving equipment for a motor vehicle (e.g. driving suits, helmets, gloves and boots, see section 1.4.1.)

- **1.2.4** For individual objects not mentioned in section 1.2.3, compensation of up to NOK 20,000 is paid per claim with Super cover, and NOK 6,000 is paid with Standard cover.
- **1.2.5** Theft from motor vehicles is covered per insurance event by a maximum of NOK 20,000 under Super cover and a maximum of NOK 5,000 four individual persons and NOK 10,000 for families under Standard cover. In the event of theft from a tent, beach or pool, compensation is limited to a maximum of NOK 5,000 per claim
- **1.2.6** In the event of loss/damage to a bicycle outside the municipality of residence, education or work, the compensation is limited to NOK 25,000 for individual persons and up to and NOK 40,000 for families. Under standard cover, compensation is limited to up to NOK 2,500 per insurance event.
- **1.2.7** Mobile telephones are compensated by up to NOK 3,000 per person.

1.3 The policy covers:

- **1.3.1** Theft of luggage. Theft means the taking away of belongings that the beneficiary has in his/her possession, cf. the Norwegian General Civil Penal Code, sections 321, 322 and 323. When belongings are lost/misplaced and are later retained by their finder, this is not considered theft.
- **1.3.2** Robbery, c.f. the Norwegian General Civil Penal Code, sections 327 and 328.
- **1.3.3** Vandalism, pursuant to sections 351, 352 and 353 of the General Civil Penal Code, when this takes place in connection with theft, robbery or a break-in.
- **1.3.4** Natural damage means damage directly caused by a natural event such as a landslide, avalanche, storm, floods, storm surge, earthquake or volcanic eruption, cf. the Norwegian Act on Natural Damage Insurance.
- **1.3.5** Traffic accidents involving a motor vehicle, boat, caravan or bicycle. "Traffic accident" can refer to e.g. collision, driving off public roads as the result of an extraordinary traffic-related factor, as well as shipwreck due to collision, grounding or capsizing.
- **1.3.6** Fire/smoke damage, direct lightning strike, explosion and water or liquid penetration in buildings. Fire means flames that are out of control.
- **1.3.7** Loss of or damage to personal luggage sent as checked luggage.
- **1.3.8** Delayed luggage. When checked luggage arrives at least 4 hours late to the destination, and the delay is confirmed by the carrier (Property Irregularity Report), a refund is paid for necessary expenses documented with original receipts for the purchase of clothes and toiletries for use during the time the luggage is missing. Under Super cover, delayed luggage is covered up to NOK 2,000 per person per 24-hour period, up to a maximum of NOK 5,000. For Standard cover, delayed luggage is compensated by up to NOK

1,500 per person per day up to a maximum of NOK 2,000. In the case of family cover where the luggage of three or more travellers is delayed, Super cover will compensate up to NOK 6,000 per 24-hour period, up to a maximum of NOK 20,000 and up to NOK 3,000 per 24-hour period, up to a maximum of NOK 4,000, under Standard cover.

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

Compensation for delayed luggage is not paid when landing in one of the Nordic countries on the return journey.

1.4 Exclusions

The policy does not cover:

- **1.4.1** Motor vehicles and caravans plus accessories. Accessories means spare parts and fixed equipment such as music equipment, GPS, mobile phones and ski or luggage boxes. Driving equipment such as driving suits, helmets, gloves and boots, etc. are also considered accessories while in use or stored with the vehicle.
- **1.4.2** Boats, sailboards, surfboards and accessories.
- **1.4.3** Parachute, hang/paraglider and accessories.
- **1.4.4** Household effects, furniture and removal goods.
- **1.4.5** Goods and samples, tools and measuring instruments.
- **1.4.6** Drawings, manuscripts, documents, traveller's checks, and all types of securities.
- 1.4.7 Collections

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

- **1.4.8** Animals.
- **1.4.9** Damage due to the normal use of the object.
- **1.4.10** Loss of/damage to bicycles and accessories within municipality of the place of residence or study or the municipality of the place of work.
- **1.4.11** Minor damage to suitcases, bags, backpacks, pushchairs and bicycles such as scratches, minor damage to corners or stains.
- 1.4.12 Checked-in strollers/bicycles
- **1.4.13** Damage that occurred during transport to a checked-in suitcase, bag or backpack.
- **1.4.14** Consequential damages, e.g. as a consequence of damage to fragile items, due to perishable goods or liquids that spill during transport.
- **1.4.15** Financial loss beyond loss of/damage to the insured objects, or loss as a direct consequence of lost/damaged luggage.
- 1.4.16 Food and stimulants

Where the policy does not apply:

1.4.17 The policy does not apply while the insured person is at his/ her place of work during working hours, at home, or at a place of tuition in Norway during study time (kindergarten, school, university, university college, military service etc.). The insurance does not cover loss/damage to belongings that are kept in the locations mentioned above, regardless of time of day, whilst the insured person is travelling.

1.5 Claim settlement and calculation of compensation

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

The duties of the insured person in connection with the settlement of a claim

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

Theft, robbery, assault, stolen bags and vandalism must also be reported to the police. Loss/damage that occurs during transport must be reported to the transport company in accordance with the transport company's rules. If loss or damage has occurred, the onus of proof that an insured event has taken place is on the insured person. It is important to have written confirmation that the loss/damage has been reported in the location where it took place when submitting the claim for compensation subsequent to an insured event.

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

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

Miscellaneous

- **1.5.3** If loss or damage has occurred (including loss of a recourse claim for Gouda) as a consequence of the beneficiary wilfully or through gross negligence neglecting his/her duties, the company's liability may be reduced or cease to apply. The decision shall take into account the degree of culpability, the course of events and other circumstances, c.f. FAL, section 4-10.
- **1.5.4** Loss or damage is compensated up to a maximum of the sum insured, but never in excess of the insurable value. The insurable value is set at what it would cost, including taxes, to purchase a similar object for the same purposes on the day the damage occurred. Deductions are made for reductions in value due to age, use and reduced utility. Calculations of reductions in value take into

account the probable working life of the article. For mobile phones, tablets, digital cameras and laptops, a new-for-old deduction of 25% is made for every year that has commenced since the date on which the item was purchased/acquired.

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

1.5.5 Claims for lost/damaged luggage or expenses in connection with such can never be for more than the beneficiary's actual financial loss. Losses that are refunded by others are therefore not covered. If multiple insurance covers the damage, the companies must be notified and the companies' joint liability cannot exceed the actual loss.

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

- **1.5.6** Objects bought second-hand, or inherited or received as gifts, will be compensated for according to their market value.
- **1.5.7** Gouda has entered into favourable agreements with various suppliers of goods and services, which are used in connection with the settlement of claims.

Compensation will be set at what it costs Gouda to

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

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

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

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

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

- **1.5.9** Gouda has the right to check the information provided by the insured person by contacting shops or others.
- **1.5.10** Gouda is not obliged to pay compensation until the necessary investigations are completed.
- **1.5.11** If the beneficiary's right to compensation is fully or partially annulled as a consequence of the beneficiary's actions or omissions, the same consequence will apply in cases of similar

actions or omissions on the part of the beneficiary's spouse or persons with whom the beneficiary lives in a permanent, established relationship, c.f. section 4-11 of the Insurance Contracts Δct

1.5.12 Gouda's right to cancel.

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

2. Travel illness cover

2.1 What is covered

The policy covers:

- Expenses arising from necessary and normal medical treatment outside Norway, which occurs during the contract period whilst the insured person is travelling and which is caused by sudden acute illness or a serious accidental injury
- Necessary and documented additional expenses to cover travel, food and accommodation when the insured for medical reasons and on the order of a doctor must postpone a planned return journey or cannot continue his or her journey as planned.
- Dental treatment outside Norway, cf. Section 2.1.2
- Additional expenses relating to a travel companion, cf. section 2.1.3

2.1.1 Medical treatment expenses

- **2.1.1.1** Medical treatment, hospital stays, treatment expenses in hospital, bandages and medicine requisitioned by a doctor.
- **2.1.1.2** Urgent medical attention on the scene in the event of the insured person becoming the victim of a major accident or serious traumatic incident involving several people. It is a prerequisite for cover that Gouda's doctor/ psychologist determines that urgent attention is necessary.
- **2.1.1.3** Transport by ambulance from the scene of the illness/ accident to the place of treatment (including air ambulance, assuming this has been approved by Gouda).
- **2.1.1.4** Necessary and documented taxi transport to and from the place of treatment for the insured person is covered up to a maximum of NOK 1,000. For travel by private vehicle, the rate is NOK 2.50 per km.
- **2.1.1.5** Necessary telephone expenses are covered up to NOK 1,000.
- **2.1.1.6** Expenses accumulated after the insured person has returned to his or her home in Norway are not covered.

2.1.2 Dental treatment outside Norway

- **2.1.2.1** Dentist expenses in connection with treatment of accidental injuries that occurred during the trip are covered up to a maximum of NOK 5,000 per insurance event.
- **2.1.2.2** Dentist expenses in connection with treatment of acute dental disease/damage caused by chewing that occurred during the trip are covered up to a maximum of NOK 1,000 per insurance event

2.1.3 Sole travel companion

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

Additional expenses are also compensated when acute and serious illness, a serious accidental injury or death occurs in the immediate family of the sole travel companion, as defined in Section 6.1.1, and the travel companion is summoned home as a consequence of this. Compensation is limited to NOK 25,000 per insurance event. The sole travel companion is defined as either the person mentioned on the same travel document or ticket as the insured person, or the person who has taken out insurance for the trip along with the insured person, with the intention of taking the trip alone together.

2.1.4 Events/excursions

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

2.1.5 Veterinary expenses

Under Super cover: The cover applies to pets owned by the beneficiary and that are taken along on the trip. The animal must be micro chipped and vaccinated in accordance with the applicable rules in the EU/EEA. The insurance covers necessary and documented veterinary expenses due to acute illness or injury occurring during travel outside the Nordic region, but within the EU/EEA, at up to NOK 1,000 per insurance event. The insurance does not apply to animals that are travelling to participate in exhibitions or competitions, or that are to be used for breeding.

2.2 Exclusions

The policy does not cover expenses due to:

- **2.2.1** Treatment of chronic or known illness that has led to the following within the last 5 months prior to departure:
- a) hospitalisation and/or
- **b)** assessment/treatment by a doctor that is not part of a normal check-up and/or
- c) changes to medication

- 2.2.2 The following high-risk activities:
- **a)** combat sports at a professional level, such as boxing, judo, karate and similar, and training for this
- b) voluntary participation in fights
- c) committing or aiding and abetting criminal acts
- **2.2.3** Treatment or accommodation expenses in Norway and at private clinics in the other Nordic countries.
- **2.2.4** Treatment or stays after the insured person has refused to be transported home when Gouda's doctor has decided that repatriation (medical evacuation) should take place.
- **2.2.5** Treatment or stays in cases where Gouda's doctor has decided that treatment can wait until returning home to Norway.
- **2.2.6** When the insured person fails to comply with orders from the attending doctor doctor and/or Gouda's doctor, or has failed to attend scheduled check-ups during the last 5 months prior to departure.
- **2.2.7** Treatment in cases where the insured person has been booked in for, referred by a doctor to or is on a waiting list for evaluation, examination, diagnosing or treatment due to symptoms of illness/disease.
- **2.2.8** Treatment which was known to be required prior to departure, expenses arising from travel to treatment facilities or medical complications resulting from such treatment.
- **2.2.9** Pregnancy or an induced abortion, including illness/morbidity related to pregnancy. Serious and acute complications prior to the 36th week of pregnancy are covered.
- **2.2.10** The policy does not cover treatment due to, and/or expenses as a result of, the use or abuse of alcohol, medication or narcotic substances. This limitation does not apply to children under the age of 16.

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

- **2.2.11** Spectacles, contact lenses, hearing aids, false teeth or other prostheses.
- **2.2.12** Recuperative or curative/spa retreats.
- **2.2.13** Financial losses other than those mentioned in section 2.1.

2.3 Limitations

Compensation liability for one illness/accidental injury that requires continuous treatment is limited to the first 30 days after the first doctor's visit. If repatriation is not medically appropriate, this deadline may be set aside.

3. Accident cover

The insurance covers accidental injuries that befall the insured person. An accidental injury is defined as a physical injury to the body caused by a sudden and unexpected physical event – an accident – which occurs during the insurance period. The insured event is considered to have happened at the time of the accident, even if the consequences of the injury are not yet clear.

3.0 Maximum sum

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

3.0.1 Treatment expenses incurred after the insured person has returned to his/her home in Norway, and which result from an accidental injury, are covered up to a maximum of NOK 25,000 for Super cover and NOK 10,000 for Standard cover.

3.0.2 Maximum compensation for death/disability after the 70th birthday of the insured person is NOK 100,000. Compensation for death/disability will not be paid after the 75th birthday of the person insured. After the age of 75, accrued treatment expenses after return to Norway will be compensated with up to NOK 5,000 per insurance event.

3.1. What Gouda covers and applicable limitations

Death

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

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

Permanent medical disability

3.1.2 The insured person is entitled to disability compensation if an accidental injury has resulted in medical disability that is assumed to be permanent. In the event of 100% disability, the total sum insured will be paid, and in the event of a part disability, the equivalent percentage of the sum insured will be paid. It is a prerequisite for the cover that the insured is alive at the time the compensation is paid. The degree of medical disability is established on the basis of the disability tables published by the Norwegian Ministry of Labour and Social Affairs in the regulation dated 21.04.97, parts I and II, but not by the other legislation

governing the National Insurance Scheme. The assessment shall be made solely on the basis of the table. For injuries that are not included in the table, the degree of disability is determined based on an expert comparison with the injuries in the table. For disabilities of the limbs and organs mentioned, the rates in the table set the limits for Gouda's liability in every circumstance. For complex injuries in individual organs or limbs, the collective loss of functional ability is evaluated in relation to the rate for complete loss of function in the limb in question.

The combined degree of disability for the loss of multiple limbs or organs cannot exceed 100%. The loss of or damage to a limb or organ that could not be used at all prior to the accident does not entitle the insured to compensation. If a limb or organ was previously partly lost or not usable, an equivalent deduction is made. When an illness or predisposition contributes to exacerbating the disability that follows the injury, the distribution rule in the above section will apply. Dental injury and disfiguring injuries do not entitle the insured to disability compensation.

Compensation for disability falls due at the earliest one year after the insured event occurred. If it has become clear at an earlier point that the company in any case must pay part of the sum that is claimed, an equivalent advance may be paid. If one of the parties believes that the degree of medical disability may change, final settlement can be required to be postponed, although for no longer than 3 years after the insurance event occurred.

Expenses for treatment after repatriation

3.1.3 If an accidental injury leads to treatment expenses within 2 years of the injury occurring, compensation up to the maximum sums set out in 3.0.1 is paid for:

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

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

Expenses in connection with accommodation in hotels and convalescent homes etc. are not covered. The insurance does not

cover additional expenses in connection with stays or treatments in private hospitals or by private doctors - without public subsidies. The insured is required to present an approved statement with original receipts for the expenses that are claimed. The insured is only entitled to compensation for the part of the expenses that exceeds the amounts that can be claimed elsewhere.

3.2 Types of injuries not covered by Gouda

Psychological dysfunction, behavioural disorders, learning disabilities and similar

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

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

Intent

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

Gouda will however be liable if the claimant can show it is probable that the suicide was caused by acute mental distress, brought on by an external cause rather than any mental disorder. Regarding insurance events that are the result of negligence, see Section 13.7.2.

Profession/trades

3.2.3 Unless specifically agreed, the policy does not cover occupational accidental injuries, except if the work involves supervision, office work, trades that involve little physical activity and/or are performed without the use of means of production/machines.

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

The following are examples of other professions that are not covered by the accident insurance: Forester/farmer, electrician, painter, warehouse worker/builder, plumber, driver, carpenter, road/

construction worker, cleaner, and armed forces personnel/police personnel/fire service personnel not employed as office workers. The following are examples of professions that are covered: Horologist, nurse, hairdresser and goldsmith.

Accidental injuries that are encompassed by the Norwegian Occupational Injury Insurance Act are not covered.

High-risk activities

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

- riding, boxing, combat sport and/or training for this on a professional level
- voluntary participation in fights
- committing or aiding and abetting criminal acts

Aviation

3.2.5 Accidental injuries that arise in connection with aviation are only covered in the case of accidents that befall the insured person as a passenger in an aircraft with a national designation. Compensation is also payable for pilots in connection with para/hang gliding which is organised and in which sector security and legal requirements have been fulfilled.

Military service during peace time

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

Drowning

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

Medical treatment/use of medicines

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

Limitations in the event of illness and other special conditions

3.2.9 The insurance does not cover accidental injuries caused by illness, morbidity or predisposition towards e.g. epileptic seizures, loss of consciousness, cerebral strokes or similar.

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

- myocardial infarction
- cancer
- stroke
- back pain, unless the pain is caused by a fracture of the spine which can be detected radiographically, and the fracture was caused by an accidental injury
- infectious diseases, unless the infection originates from a laceration caused by an accidental injury.

In other situations, the compensation is reduced if it can be assumed that morbidities or predispositions in combination with the accidental injury contributed to the death or disability of the insured person. The compensation is reduced in accordance with the significance of the morbid conditions or predisposition to the death or disability.

Light and temperature

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

Poisoning, stings and bites

3.2.11 The policy does not cover injury or damage caused by poisoning of food, drink or stimulants. Insect stings and bites are not considered accidents.

Search and rescue

3.2.12 The insurance does not cover expenses connected to search and rescue operations.

Alcohol, medication and narcotic substances

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

3.3 Claim settlement and calculation of compensation

General rules

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

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

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

3.3.4 Unless otherwise stated in the insurance certificate, the compensation belongs to the insured person or his/her heirs, cf. FAL, section 15-1. If the policy holder desires that the payment in the event of death shall go to specific persons – beneficiaries – this must be agreed with Gouda in advance. If a cohabitant is named as the beneficiary without being named, the cohabitant will be considered to be the person the deceased lived with in a marriage-like relationship at the time of death, and who for the past two years shared a residential address registered in the Norwegian National Population Register with the insured person, or who had children and shared a home with the insured person. A person is not considered a cohabitant if there were reasons at the time of death which hindered a legal marriage taking place, or if it is obvious that a breakdown of the relationship had occurred at an earlier time.

4. Repatriation for medical reasons

4.1 Acute illness/injury

- **4.1.1** In the event of personal acute illness/accidental injury as covered by Section 2.1 and 2.2, ambulance transportation to a place of qualified treatment or home address in Norway is covered if:
- **a)** adequate medical treatment is impossible where the insured person is currently staying, or
- **b)** the acute treatment is over and/or Gouda's doctor determines that further treatment or evaluation can/must take place in Norway.

The transportation must be approved by Gouda's doctor in advance. Any return journey during the insurance period, after treatment is completed, must be approved by Gouda's doctor.

- **4.1.2** Expenses for an accompanying doctor or nurse if deemed necessary by Gouda's doctor.
- **4.1.3** Reasonable documented expenses for a taxi or ambulance requisitioned by a doctor from a hospital to the insured person's residence in Norway. The cover applies at the time of discharge, after Gouda has transported the insured person home to a hospital in Norway.

4.2 Death

In case of death, the policy covers the cost of transporting the deceased to Norway, including payment of any statutory requirements for such transport.

4.3 Exclusions

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

- **4.3.1** Gouda's doctor has determined that treatment can wait until the scheduled return to Norway.
- **4.3.2** The repatriation has not been approved by Gouda.
- **4.3.3** The repatriation has been organised by the insured person and Gouda has incurred expenses that the company would not have incurred had Gouda organised the repatriation.
- **4.3.4** The repatriation takes place as a consequence of the insured person's fear of infection.
- **4.3.5** The insured person does not follow instructions from the doctor providing treatment and/or Gouda's doctor.
- **4.3.6** The repatriation is due to very serious illness in the terminal phase and the illness was diagnosed before departure.
- **4.3.7** It is due to a need for treatment that was known about prior to departure.
- **4.3.8** The repatriation is due to pregnancy, birth or an induced abortion, including illness or disease as a result of pregnancy. Serious and acute complications prior to the 36th week of pregnancy are covered.

5. Escort of patient / Call-out

5.1

The insurance covers reasonable and necessary travel and accommodation expenses for up to two immediate family members residing in the EU/EEA and who are summoned due to serious illness/accidental injury that befalls the insured person, covered in Section 2.1 and 2.2, or the death of the insured person. Summoning is not compensated if it has already been decided that the insured will shortly be repatriated or if the insured has already been hospitalised/institutionalised in his or her home municipality.

5.2

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

5.3

Gouda's acceptance must be obtained in advance.

5.4 What is covered

- **5.4.1** The policy covers the necessary and reasonable extra expenses of the summoned person and/or patient's escort for the following:
- a) transport maximum economy class, though not air ambulance, in cases where the insured person is to be transported to an appropriate place of treatment or repatriated

- (medically evacuated). The insurance does not provide compensation if the insured is to be repatriated within three days of the essential travel companion's departure from Norway.
- **b)** accommodation in hospital/hotel.
- c) documented expenses for food and local transport.
- **5.4.2** Returning home or catching up with scheduled itinerary maximum economy class when the escorting of the patient is over, either because the insured person has been discharged from hospital at the location or has arrived home/in a hospital in Norway **5.4.3** The period of stay for the patient's escort can never exceed the period of illness.

6. Curtailment

6.1

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

- **6.1.1** The insured person is summoned home to attend a funeral in connection with a sudden death.
- **6.1.2** The insured person is summoned home to attend a sickbed after hospitalisation in life-threatening circumstances caused by a serious accident or sudden serious illness.
- **6.1.3** The beneficiary's presence is required due to fire, burglary, natural damage or damage caused by water pipes in the beneficiary's residence, business or office in Norway

6.2

Summons home pursuant to Sections 6.1.1 and 6.1.2 must be justified on the basis of the death or serious illness of one of the following persons / groups of persons residing in the EU/EEA: spouse or cohabitant, child, grandchild, grandparents, sibling, brother-in-law/sister-in-law, parents-in-law.

6.3 Exceptions

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

7. Interrupted travel

7.1

When the insured or his/her sole travel companion on the trip experiences an insured event as described in Section 7.5 below, any unused days of travel that were planned in the insurance period on the part of the insured person, are compensated for. Compensation is paid to the insured and to a family member accompanying the insured on the trip, who are both insured by Gouda on the day the insured event occurred.

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

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

Compensation is limited to NOK 1,000 per day per person.

7.2

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

7.3

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

7.4

Should the insured person die on the trip, the right to compensation for interruption ceases to apply.

7.5 Interrupted travel is covered if:

- the insured person has returned home early for necessary medical reasons. Medical grounds are defined here as when satisfactory treatment of sudden acute illness, serious accidental injuries or sudden acute deterioration of a known/ chronic illness is unavailable where the insured person is currently staying.
- the insured person has returned home early due to sudden acute and serious illness, serious accidental injuries or sudden death in immediate family resident in one of the EU/EEA countries, cf. definition in Section 6.2
- the insured person has been hospitalised
- the insured person has been on bed rest or has been confined to a hotel room/flat on the orders of the attending doctor where the insured person is staying. The date of the first doctor's visit counts as the first day of bed rest. This compensation is only paid when acute illness/accidental injury has resulted in to bed rest during the period of cover.
- the insured has returned home due to fire, burglary, loss/ damage due to a natural disaster or water pipe damage, cf. section 613

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

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

7.7 Exclusions

Exceptions

The exceptions set out in Section 2.2 are also applicable for this cover

8. Personal liability insurance

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

8.1 What is covered

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

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

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

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

8.2

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

8.3 8.3 Exclusions

The policy does not cover personal liability:

- 8.3.1 For intentional acts or omissions.
- **8.3.2** In connection with the beneficiary's profession or trade.
- **8.3.3** As the owner, driver or user of motor vehicles, tools, boats, jet skis, aircraft (excluding model aircraft), or horses registered for racing or carriage racing which are being trained or participate in races. However, liability as the owner, driver or user of the following is covered:
- canoes, kayaks, sailboards/surfboards
- hang-gliders, para-gliders
- boats under 15 feet in length with a motor of less than 10 HP
- wheelchairs, self-propelled lawn mowers, rotary snowploughs, etc. if not capable of speeds greater than 10 km/h.
- **8.3.3.1** For Super Cover: For damage to a rental car on a holiday trip, the co-payment for which the insured person is responsible to pay pursuant to the leasing agreement with the car rental agency will be refunded up to a maximum of NOK 8,000 per claim.
- **8.3.4** For damage to objects caused by digging, blasting, piling, sheet piling and demolition, as well as landslides, avalanches, earth-slips, dams breaking, and subsidence.
- **8.3.5** Towards a travel companion, spouse, cohabitant, parents, grandparents, foster parents, parents-in-law/brother and sister-in-law, siblings, children, grandchildren, foster children, as well as spouses and cohabitants of the aforenamed. It is the family relationship at the time the damage occurs that counts.
- **8.3.6** For damage to the beneficiary's share of things which are jointly owned. It is the ownership at the time of the damage that is relevant.
- **8.3.7** For pain and suffering or other liability of a punitive nature as assessed in addition to compensation for the claimant's financial loss, for example. "Punitive Damages", etc. The insurance does not cover fines, fees, etc.
- **8.3.8** For damage to objects belonging to another party, but which the beneficiary or someone on behalf of the beneficiary uses, borrows or has received in order to transport or store. However, the insurance covers damage to a rented hotel room or holiday rental that is caused by fire and explosion.
- **8.3.9** Which is solely based on a promise, agreement, contract or guarantee, including liability the beneficiary must bear because the beneficiary has waived his/her right to legal remedy.
- **8.3.10** Director's liability.
- **8.3.11** The transmission of a communicable disease.
- **8.3.12** Which the beneficiary has incurred as a result of pollution.
- **8.3.13** The beneficiary's strict liability incurred due to injury caused by his/her children, cf. the Norwegian Act of 13 June 1969 no. 26 relating to compensation in certain circumstances, Sections 1-2.

8.4 Claim settlement and calculation of compensation

- **8.4.1** In cases where a claim is covered by the policy, Gouda must clarify whether liability exists, negotiate with the claimant, and, if necessary, bring the case before the courts.
- **8.4.2** Gouda shall bear its own costs when determining questions concerning compensation, even if these exceed the sum insured.
- **8.4.3** Gouda shall pay the costs for an external lawyer or other professional assistance chosen by or accepted by the company.
- **8.4.4** If the claim for damages in part is covered and in part falls outside the terms of the policy, then costs shall be apportioned according to the parties' financial interest in the claim. If Gouda is prepared to settle or make the insured sum available, then the company shall not bear liability for costs which later accrue.
- **8.4.5** Gouda has the right to pay any compensation sum directly to the injured party. In cases where claims are lodged directly with Gouda, the company shall notify the beneficiary as quickly as possible and keep the beneficiary informed about further progress of the claim. Gouda's admissions to the injured party do not bind the beneficiary.

9. Legal assistance

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

9.1 The policy covers:

- **9.1.1** The beneficiary's costs for legal assistance in cases where a dispute that has arisen during the trip or at the destination, where the beneficiary is a party as a private citizen, requires legal assistance before the trip has ended.
- **9.1.2** Travel expenses resulting from the beneficiary being summoned as a witness or for questioning in a foreign court.
- **9.1.3** Security which is necessary to free the insured or property of the insured from being retained by foreign authorities. The security is considered an interest-free loan that must be repaid to Gouda upon release or on demand.
- **9.1.4** Transport expenses for a person requested by the beneficiary maximum economy class to come out to the beneficiary and return home, should the beneficiary be detained by local authorities for more than 48 hours.

9.2 Exclusions

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

- **9.2.1** Between the beneficiary and the travel agent, the tour operator, the travel broker, or one or more travel companions.
- 9.2.2 In connection with relationships of a professional nature.
- **9.2.3** In connection with matters concerning family, inheritance or probate law.

- **9.2.4** In connection with disputes concerning the beneficiary's real estate, or purchases or sales of real estate or timeshare.
- **9.2.5** In connection with criminal acts, criminal cases, defamation or compensation claims related to such cases.
- **9.2.6** In connection with traffic cases where the beneficiary used motorised transport.
- **9.2.7** Which concern compensation settlements under this or other insurance contracts under which the beneficiary is covered by Gouda or Gjensidige Forsikring.
- **9.2.8** In which it is obvious that the insured person's legal claim will not succeed
- 9.2.9 Special terms and conditions:
- **9.2.9.1** Legal assistance cover is conditional on the beneficiary not being entitled to free legal aid to conduct the case and it not being possible to address the disagreement via a publicly recognised appeal body, including a court of appeal.
- **9.2.9.2** The legal assistance shall not cover actual damages, or penalties or similar, but exclusively those costs that are included under legal assistance and provision of bail/a bond.

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

- **9.3.1** Should the beneficiary seek compensation under this policy, then Gouda must be notified as promptly as possible, and within a year of a lawyer being engaged. Notification must be provided in writing.
- **9.3.2** The insured person is obliged to limit the expenses as much as possible, and must cover expenses that have been incurred without justifiable cause himself/herself.

9.4 Claim settlement and calculation of compensation

- **9.4.1** The insured person is free to choose an attorney suitable to the nature of the case and the locality of the insured person.
- **9.3.2** The beneficiary undertakes to limit costs as far as possible and personally bear those costs which arise without reasonable cause.

10. Delay

10.1 Delayed departure

In the event departure is delayed for more than 4 hours on a flight for which the insured has a pre-paid ticket, Gouda will compensate documented additional expenses and/or overnight accommodation up to a maximum of NOK 2,500 per person, a maximum of NOK 6,000 per family under super cover, and up to NOK 1,000 per person, maximum NOK 3,000 per family under Standard cover.

The prerequisite for Gouda's compensation liability is that the delay is due to weather conditions and/or technical error with the plane,

and that the delay in relation to the ordinary or projected schedule is documented by the airline.

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

10.2 Delayed arrival

Gouda will compensate necessary and documented additional expenses up to the applicable coverage sums in the cover overview for catching up with scheduled itinerary if the insured person arrives late for the tour operator's connecting transport and this is due to:

- technical error that impacts plane/train/passenger boat transport for which one has pre-purchased a ticket
- weather conditions when the beneficiary is travelling by public transport
- traffic accidents when the beneficiary is travelling by public transport
- traffic accidents that require salvage of the private vehicle/taxi the beneficiary is travelling in

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

- the trip is paid for in advance and the cause of the delay can be confirmed in writing by the travel arranger, transport company or rescue company.
- the connecting journeys must have a period of at least 2 hours from the timetabled arrival to departure on the next means of transport.

If the delay means it is impossible to utilise a pre-paid travel connection on the same day, the necessary and documented costs of overnight accommodation will be covered up to a maximum of NOK 2,000.

10.3 Limitations

The following limitations apply to sections 10.1 and 10.2:

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

11. Personal safety

11.1 Evacuation due to war

In the event of imminent danger of outbreaks of war or warlike conditions on the trip while the insured person is in the country, the insurance covers evacuation to the nearest safe destination as per the Norwegian Foreign Ministry's recommendations, and

associated additional expenses. The transport must take place at the earliest opportunity on the recommendation of the Ministry.

11.2 Evacuation due to terrorism

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

11.3 Evacuation due to epidemics and natural disasters

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

11.4 Detention

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

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

12. Cancellation insurance

12.1 Where the cover applies

The insurance is valid on travel and/or rental agreements worldwide, but only on trips that are paid for prior to the departure date and that commence in one of the Nordic countries.

12.2 What is covered

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

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

"Cancellation expenses" refers to sums paid for travel and accommodation that the beneficiary will not be refunded when

cancelling a trip prior to departure. Taxes and public charges are not covered.

Seminars and conferences are not covered by the insurance.

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

12.3 What Gouda covers and the applicable limitations

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

12 3 1

- sudden illness that requires treatment
- serious accidental injuries
- death

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

- The beneficiary or his/her immediate family residing within the EU/EEA. "Immediate family" refers to spouse/cohabitant, children and grandchildren, parents and grandparents, siblings parents-in-law/brother-in-law/sister-in-law and sons/daughters-in-law.
- the beneficiary's sole travel companion or the companion's immediate family living within the EU/EEA. Sole travel companion refers to the person listed on the same travel document/ticket as the insured, or who has booked travel together with the insured for the purpose of travelling together.

12.3.2

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

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

12.3.3 Epidemics, natural disasters, acts of terrorism, war or other warlike acts that occur within 3 days (72 hours) of planned departure from one of the Nordic countries and make it impossible for the insured person to enter the country and/or is against the official travel advice issued by the Norwegian Foreign Ministry. However, section 12.6 of the terms and conditions should still be consulted.

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

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

12.4 What Gouda does not cover

The policy does not cover cancellation due to:

- the acute deterioration of a chronic illness when the deterioration is considered to be expected during the insurance period
- hospitalisation, evaluation, examination or treatment that takes longer than planned
- planned examination, treatment, or an operation that is expedited or postponed, unless notification of this is received from the treating physician or institution at least 14 days prior to departure
- recreation or a spa stay that is either pushed forward or postponed
- pregnancy or voluntary abortion and associated illnesses or morbidities. However, cancellations due to serious, unexpected complications that arise prior to the 36th week of the pregnancy are covered
- the original purpose of the trip no longer applying
- grief reaction
- changed conditions at the destination
- fear of flying or fear of war, terror or infection.

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

12.5.1 Security precaution: The moment it becomes clear that the trip cannot be taken, the insured person must cancel the travel/accommodation/rental agreements with the relevant provider(s), and comply with the tour operator's cancellation policies for the trip. Should an insured event occur, the insured person must without undue delay inform Gouda.

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

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

The following must be provided in case of a claim:

- ticket/rental agreement in the original, and confirmation of paid trip or rental agreement or credit note showing the cancellation expenses
- medical certificate confirming that the insured person consulted a doctor before departure, that the cancellation is due to an acute illness/accidental injury which occurred during the insurance period and that travel is inadvisable on medical grounds
- accident report/appraisal/police report confirming that the cancellation is due to fire, burglary, loss/damage due to a natural disaster or water pipe damage.
- **12.5.3** The policy does not cover the loss of bonus points and the like. Claimed cancellation costs cannot exceed the actual financial loss suffered by the insured. Expenses that are reimbursed by others are therefore not covered.
- **12.5.4** If multiple policies cover the cancellation, the company must be notified and the companies' collective liability cannot exceed the beneficiary's actual financial loss.

12.6 Cover from other sources

The policy does not cover losses or expenses which may be reclaimed from a travel agent, tour operator, carrier, rental company or hotel, or which are covered by other policies. If the cancellation expenses can be claimed from others, Gouda will pursue the beneficiary's compensation claim for that part of the beneficiary's loss which has been disbursed under the policy, provided that the cancellation expenses can be claimed from others.

13. General Terms and Conditions

In addition to these terms and conditions the following apply:

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

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

13.1

It is a prerequisite that the policyholder and/or insured person were members of the Norwegian National Insurance Scheme at the time of departure.

13.2

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

13.3

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

13.4

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

- for up to 2 days as a result of unexpected and compelling causes outside the control of the insured person
- for up to 60 days when the extension of a trip is due to illness or accidental injury and the insured person for medical reasons and on doctor's orders cannot travel home as planned.

The insurance is valid from the moment the agreement is accepted by both parties, or from a later date as agreed, at 00:00 hours. The insurance policy is valid until 24.00 hours on the last day of the period of coverage. The same applies to subsequent renewals. The premium must be paid within the time specified by the payment agreement.

13.5

If the policyholder takes out the policy after departure, the following special rules apply:

The policy only comes into force once Gouda has received payment

– and never before 00.00 hours 7 days after the order is made (ordered Wednesday – earliest entry into force is 00.00 hours Wednesday 7 days later).

13.6

When the policy is discontinued before the agreed period of insurance has expired, the only part of the premium that will be refunded is that which is in excess of the premium which Gouda would have calculated for a single-trip insurance of corresponding duration. The premium is reimbursed if the amount comes to NOK 300 or more per insurance.

13.7 Due care and rules of conduct:

13.7.1 The insurance has safety regulations (rules of conduct) that are intended to help prevent or limit loss/damage. In the event of a breach of a safety regulation, Gouda's liability may be reduced or cease to apply. This limitation does not apply if the insured person is not to blame, or only marginally to blame, or if the insured event was not caused by the violation of the safety regulations. Although Gouda has the right to invoke the above limitation regarding the breach of a safety regulation, the company may still be obliged to assume part liability. The decision must take into account the degree of culpability, the sequence of events in connection with the damage, whether the insured person/insured was in a state of self-inflicted intoxication and other circumstances, cf. the Insurance Contracts Act, Sections 4-9, 13-8 and 13-9.

13.7.2 If the beneficiary/insured person intentionally caused the insurance event, Gouda is not liable. If the insured person/insured has caused or exacerbated the event through gross negligence, Gouda's liability may be reduced or cease to apply. The decision must take into account the degree of culpability, the sequence of events in connection with the damage, self-inflicted intoxication and what effect a reduction or elimination of liability would have on the person entitled to the sum insured or other persons financially dependent on the insured person, and on the general context. Gouda cannot invoke the rules if the insured person/insured was unable to grasp the ramifications of his/her actions due to age or state of mind, cf. Sections 4-9, 13-8 and 13-9 of the Insurance Contracts Act.

13.7.3 Should an insured event occur, the insured person must immediately notify Gouda. Whoever wishes to make a claim against Gouda must provide the company with the information he/she has available and that the company needs in order to consider the claim and pay compensation, cf. Sections 8-1 and 18-1 of the Insurance Contracts Act.

13.7.4 In the event of damage/loss/expenses occurring, the insured person must go to reasonable lengths to avoid or limit them, cf. Sections 13-11 and 13-12 of the Insurance Contracts Act.

13.7.5 If several insurances cover the same loss/damage, the insured person can choose which insurance company to use until the total loss has been covered. Compensation is divided proportionally between the companies, cf. Section 6-3 of the Insurance Contracts Act. If the insured person can be expected to understand that Gouda may procure a recourse claim against another third party, the insured person must take the necessary steps to secure the recourse until Gouda is able to proceed with its claim.

13.7.6 Should damage/loss/expenses occur as a result of the insured person neglecting his/her duties pursuant to Section 13.7, either with intent or through gross negligence, Gouda's liability may be reduced or cease to apply.

13.7.7 Whoever provides incorrect or incomplete information during a claims settlement, can lose any claim against Gouda, both under this and other policies; see FAL, sections 8-1 and 18-1. If Gouda has paid compensation for loss/damage not covered by the insurance contract, the insured person, or the person the insured person can be identified with, has a duty to repay the compensation.

13.7.8 In all cases of injury or illness:

- The insured person must immediately consult a doctor, submit to regular treatment and follow the doctor's orders when an insurance event has taken place.
- Gouda's doctor has the right to seek information regarding the health of the insured person and any treatment by doctors or hospitals that have treated the insured person, and if necessary discuss information supplied to Gouda with them. Gouda guarantees full secrecy where such information is concerned.
- Gouda is entitled to demand that the insured person be examined by Gouda's doctor or a doctor named by Gouda. Should Gouda consider it necessary to requisition a medical certificate from a new expert, the reasons for this shall be stated in writing. In case of death, Gouda has the right to require an autopsy.

In such cases, Gouda covers all costs related to the above.

13.8

The beneficiary/insured person has an obligation to obtain and present the original documentation for expenses or damages he/she is seeking compensation for, including original sales receipts, guarantee certificates, police receipts, reports from the carrier, guides, hotel staff, etc. In the case of private expenditures or expenses for hospitals, doctors and medicine that the insured shall be reimbursed by the Company, the original receipts and claim form must be received no later than 5 months after the insured event took place.

13.9

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

13.10

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

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

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

13.11 Special limitations of the company's liability:

13.11.1 The insurance does not cover loss or damage which is directly or indirectly caused by or connected to earthquakes and volcanic eruptions (however, refer to Section 1.3.4 regardless).

13.11.2 The insurance does not cover loss or damage which is directly or indirectly caused by or in conjunction with nuclear destruction, whatever the cause, from a nuclear substance (see Sections 1 c and h of the Act concerning nuclear energy activities, dated 12 May 1972 no. 28).

13.11.3 The insurance does not cover participation in expeditions or similar travels, unless this is specifically agreed and specified in the insurance certificate.

13.11.4 Indirect losses.

13.11.5 Claims that arise as a direct or indirect consequence of: Strikes, lockouts, arrests, bankruptcies, seizure or other interventions undertaken by a public authority.

13.11.6 Any expense incurred after returning to Norway (however, see Section 3.1.3).

13.11.7 Claims that are covered by another policy. This exception does not apply to the accident cover.

13.11.8 The insurance does not cover pilots and co-pilots when flying.

13.12 Cover in case of war:

The insurance does not cover claims that are the direct or indirect result of war or war-like actions. The policy does, however cover, up

to 30 days from the start of events named in this point in cases where the beneficiary was on a leisure trip in an area which prior to entry was described as peaceful.

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

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

13.13

Complaints relating to the insurance contract can be made to the Norwegian Financial Services Complaints Board, PO Box 53 Skøyen, 0212 Oslo. Telephone: +47 23 13 19 60.

13.14

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

13.15

All claims received by an insurance company are also registered in the Norwegian Insurance Central Claims Register (FOSS).

Registering a claim automatically provides an insurance company with a summary of all claims in the register made by the same customer, including claims submitted to other insurance companies. Companies cannot retrieve information from the register other than when registering a claim. The register is not accessible to others.

Registered claims are deleted after 10 years. Pursuant to section 18 of the Norwegian Personal Data Act, policyholders have the right to access this register. To access the register, a written request must be submitted to the central claims register.

13.16 Deadlines for notification and statute barring

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

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

Gouda is freed of any and all liability if the beneficiary has not lodged a claim or demanded a tribunal hearing within 6 months of the beneficiary receiving written notice from the company stating that the company does not consider itself liable and informing him or her of the deadline, its duration and the consequences of it being exceeded, cf. FAL, sections 8-5, 18-5 and 20-1.

13.17 Maximum sum insured

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

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

13.18 Choice of law and legal venue:

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

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

13.19 Other Insurance

If, at the time that loss or damage insured by this certificate shall occur, there is any other insurance against such loss or damage or any part thereof, the underwriter shall be liable under this certificate for is proportional share of loss or damage only. (This provision is to be used when the case is settled pursuant to foreign law.)

13.20 Rights of subrogation

The underwriter shall be fully and completely subrogated to the rights of the Insured Person against parties who may be liable to provide an indemnity or make a contribution with respect to any matter which is the subject of a claim under this certificate. The underwriter may at its own expense take over the Insured Person's rights against third parties to the extent of its payments made. The insured shall cooperate with the underwriter and provide such information and documentation reasonably required by the underwriter in order to collect and enforce its rights of subrogation. The underwriter may institute any proceedings at its own expense

against such third parties in the name of the Insured Person. (This provision is to be used when the case is settled pursuant to foreign law.)

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