



# Student Abroad

**Terms and conditions 648.1**

Effective May 2013

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## Contact Gouda Reiseforsikring

### Service centre

+47 24 14 45 70  
post@gouda.no

### Claims centre

+47 24 14 45 70  
skade@gouda.no

Your questions can also be answered on our website [gouda.no](http://gouda.no)

Insurance terms and conditions 648.1

## About Gouda Reiseforsikring

### Specialists in travel insurance

Gouda Reiseforsikring is one of the North's largest travel insurance companies and has been operating in Norway since 2002. Gouda Reiseforsikring is part of Gjensidige Forsikring ASA, Norway. The company has provided life insurance, health insurance and insurance of valuables since the first fire office was established in 1816. Gouda continues as part of Gjensidige's Nordic branch.

### 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 foreign posting insurance. Together with the more than 300 travel agencies and 250 insurance brokers that sell Gouda travel insurance, we offer specialised, personal and thorough advice to travellers on holiday and business travellers.

# Summary of cover - Student Abroad

Cover	Sums covered (NOK) Per person	Excess (NOK) Per person	See section
<b>Luggage, including:</b>	Combined max 20,000		
- Cash	3,000		1.2.1
- Mobile/smart phone	3,000	500	1.2.2
- Travel documents	10,000		1.2.4
- Valuables (groups)	15,000		1.2.5
- herein laptop / tablets		2,000	
- Single items	10,000		1.2.6
- Theft from motor vehicle, tent and place of swimming/beach	5,000		1.2.7
- Bicycles	5,000		1.2.8
- Delayed luggage holiday	2,000		1.3.8
- Delayed luggage place of study/Norway	500 per day, max 1,000		1.3.8
<b>Illness cover:</b>			
- Medical expenses	Unlimited		2.1.
- Treatment for dental illness	1,000		2.1.1
- Psychological first aid	15,000		2.1.1
- Sole travel companion	25,000		2.1.3
- Interruption to holiday	10,000		2.1.4
- Interruption to study	100,000		2.1.5
<b>Accident:</b>			
- Death	50,000		3.1.1
- Permanent medical invalidity	500,000		3.1.2
- Medical treatment in Norway	25,000	1,000	3.1.3
<b>Repatriation</b>	Unlimited		4.1
<b>Summoning/patient escort</b>	125,000		5.1
<b>Curtailment</b>	Unlimited / 10,000		6.1
<b>Home contents</b>	100,000	3,000	7.1
<b>Personal liability</b>	5,000,000	3,000	8.1
<b>Legal assistance</b>	80,000	2,500 / 20%	9.1
<b>Delay</b>			
- Delayed departure	1,500		10.1
- Return to itinerary	5,000		10.2
<b>Personal safety</b>			
- Evacuation due to war	25,000		11.1
- Detention	25,000		11.2
<b>Cancellation</b>	30,000	500	12

Please note:

The sums covered in the insurance certificate take precedence over the sums covered in the terms and conditions in case of conflict.

# Terms and conditions – student insurance

## A. Cover and duration of policy

Unless otherwise stated in the terms and conditions or insurance certificate, the policy covers:

- during residence at place of study
- any holiday or journey throughout the world of up to 45 days duration calculated from the permanent residence at place of study or home address in Norway as recorded in the Norwegian population register (folkeregisteret).
- any journey between permanent residence at place of study and home address in Norway.

The trip's duration is calculated from departure from the accommodation address in Norway or the place of study, until return to the same place. It is a condition that the period of cover includes the entire duration of the trip, and for the correct geographical region.

The policy does not cover participation in expeditions or voyages of discovery, i.e. a trip that requires significant quantities of specialized equipment for a specific purpose.

The policy does not cover expenses for treatment that is undertaken after the cover period has expired. This is the case no matter what the cause of the expiration may be.

It is a condition that the premium should be paid before departure, at the latest before the first day in the insurance period.

## B. Who is covered

The policy covers the person(s) named on the insurance certificate, who is a member of the Norwegian national insurance scheme (folketrygden) and has valid school or student identification papers for the entire duration of the cover. The insurance is not available for people that have reached their 50 birthday.

**Students studying abroad must in addition have extended rights to health support from the Norwegian Health Economics Administration Abroad (HELFO Utland), either automatically as a recipient of loan from the Norwegian State's Educational Loan Fund (Statens Lånekasse for utdanning), or as voluntarily applied. This requirement can be lifted if agreed with Gouda, on payment of an additional premium.**

The policy covers up to five weeks after the expiry of the study period, even if the student has lost the extended rights from the Norwegian Health Economics Administration Abroad (HELFO Utland).

## C. Contact in case of claim during trip and documents the insured person must have with him/her

Should the insured person require help in making a claim, this section contains guidance on appropriate action.

Claims forms can be downloaded from the internet at [www.gouda.no](http://www.gouda.no).

### Acute cases:

Should the insured party find him or herself in an acute situation concerning travel insurance during the trip, we would ask that the insured person, the doctor providing treatment, employer or next of kind contact make contact with the Gouda Emergency Centre, A.C Meyers Vænge 9, 2450 Copenhagen SV, Denmark. The Emergency Centre is open 24 hours a day, 365 days a year. Please use the following contact information:

### Gouda Emergency Centre

telephone +45 33 15 60 60/+45 69 66 10 10

fax +45 33 15 60 61

e-mail: [alarm@gouda.dk](mailto:alarm@gouda.dk)

When you contact The Gouda Emergency Centre you will speak to a service co-ordinator who can give you the necessary assistance. If the enquiry concerns illness or an accident, there are doctors standing by who can enter into a dialogue with the doctor providing treatment. The insured person is required to follow the recommendations of the doctor and the Emergency Centre.

### All other cases:

In all other cases, e.g. forwarding of bills for refund, you should write or contact our Oslo office. Please feel free to contact this office to discuss non-acute claim queries.

### Gouda Travel Insurance

Postboks 700 Sentrum

0106 Oslo

telephone: + 47 24 14 45 70 fax: + 47 24 14 45 71

e-mail: [skade@gouda.no](mailto:skade@gouda.no)

### Instructions in relation to claim type:

For good reasons we can't foresee every type of damage or accident the insured party may be exposed to during the trip/study, but in this section we would like to explain what must be done should misfortune occur.

The description below should always be read in conjunction with the text of the insurance terms and conditions: cf. paragraph E:

**Serious illness or injury/death:**

Immediately contact the Gouda Emergency Centre, unless it's a case of a routine medical appointment with anticipated expenses of no more than NOK 2,500 in total. The Gouda Emergency Centre will provide you with guidance and, if necessary, assign a doctor to the case, so we can be sure that the insured person receives the best possible treatment. The Gouda Emergency Centre will provide the hospital or doctor with a guarantee, such that the insured person doesn't have to pay large sums himself/herself.

In cases of illness/accidents within the EEA (except Hungary, Poland and the Czech Republic), treatment at private hospitals/with private doctors must be agreed upon upfront by Gouda's Emergency Centre in order to be covered under the insurance.

In the case of claim or medical appointment where The Gouda Emergency Centre is not informed, it is a condition of repayment of expenses that Gouda should receive the original receipt or invoice and the notice of claim within five months of the event.

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

If travelling to an EEA member country, a certificate from the Norwegian National Insurance Scheme (folketrygden) must be taken on the trip in order to obtain the right of coverage for medical treatment at publicly funded medical facilities according to the host country's laws. The necessary documentation (European Health Insurance Card/Europeisk Helsetrygdkort) can be ordered from HELFO

**Loss of/damage to luggage and home contents**

In case of theft, assault, robbery etc. it is a condition of receiving compensation from Gouda that the insured person immediately report the matter to the local police. If the damage has happened while the luggage has been in the care of the transport company or airline, the insured person must immediately report the case to the company and obtain documentation to confirm the report (Property Irregularity Report). In claims where the loss is expected to exceed NOK 10,000, you are asked to contact Gouda's Oslo office without delay. The office is open every weekday.

The notice of claim should be sent without delay to Gouda's Oslo office. Enclose the original report confirmation receipt from the above-named authorities, along with original documentation of the value of the stolen or damaged items.

**Delayed luggage**

Send notice of claim and enclose confirmation of the delay from the transport company, original baggage labels, as well as original receipts for replacement purchases made, to Gouda's Oslo office as soon as possible.

**Curtailment**

The Emergency Centre must be contacted immediately to determine whether circumstances merit compensation for curtailment. In such cases the Emergency Centre will arrange transport as well as possible return. Should the journey home cost more than the policy's maximum sum, Gouda reserves the right to demand payment of the excess from the insured person.

**Personal liability**

Contact Gouda's Oslo office as soon as possible to raise the matter with them. Should the insured party require immediate assistance, you are welcome to contact the Gouda Emergency Centre.

The insured person must never admit personal liability for damages but should allow Gouda to assess this. Otherwise the individual risks having to pay damages even in claims where the insured person may have no liability for events.

**Legal Assistance Insurance**

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

**Cancellation due to illness**

For cancellation due to illness the insured person must have a doctor's certificate. Please therefore contact a doctor first to discuss the situation with him or her. Then contact Gouda's Oslo office. Remember always to cancel your ticket via the travel agency as soon as you know that you cannot undertake your trip.

**D. Definitions****Acute illness:**

The term means an acute and unexpected illness or an acute and unexpected deterioration of an existing or Chronic illness.

**Emergency Centre:****The Gouda Emergency Centre**

A.C. Meyers Vænge 9

2450 København SV

Denmark,

tel. +45 33 15 60 60/+45 69 66 10 10

fax: +45 33 15 60 61

email: alarm@gouda.dk

**Existing illness:**

An existing illness means an illness or disease which the insured person knew he/she was suffering from before departure.

**Additional expenses:**

Additional expenses means expenses which the insured person incurs in connection with a claim/event covered by this policy. If these expenses would have occurred regardless of the damage occurring then these expenses are not regarded as extra expenses, and are therefore not covered.

**The insured person:**

The person whose life, health and possessions are insured as named in the insurance policy.

**Policy Holder:**

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

**Gouda:**

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

**Doctor:**

Doctor means a trained doctor authorised by the authorities in the country of stay, who is not himself or herself the insured person, nor a member of the insured person's family, nor travelling with the insured person.

**Additional expenses:**

With Additional expenses means expenses which the insured person incurs in connection with a claim/event covered by this policy. If these expenses would have occurred regardless of the claim then the expenses are not regarded as extra expenses, and therefore not covered.

**Travel expenses:**

Reasonable additional expenses for transport, never exceeding the cost of economy class on a standard scheduled airplane.

**Cohabitant:**

Cohabitant means a person with whom the insured party lives in a marriage-like relationship and who shares the same address in the Norwegian population register (folkeregisteret) as the insured party when the policy is issued.

**Beneficiary:**

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

**Patient escort:**

Person who already resides with the holder of insurance at the destination.

**Chewing damage:**

Damage to tooth or teeth during eating, caused by an unexpected foreign body in a foodstuff.

## E. Coverage of and exceptions to travel insurance

### 1. Luggage insurance

The maximum compensation is NOK 20,000. The ordinary deductible for luggage under this policy is NOK 500. Additionally, there is a special and independent deductible for laptop/tablets of NOK 2,000, and for Mobile/smartphones the deductible is 500.

The insurance covers worldwide travel and stays for up to 45 days away from the permanent address in the country in which the insured studies/Norway.

#### 1.1 Safety requirements

It is a condition of cover that the following safety requirements be met by the insured person:

Safety requirements means rules of care prescribed in order to counter and limit damage/loss. Violations of safety requirements can result in Gouda's liability being diminished or ceasing to apply.

**1.1.1** The insured person shall supervise the items covered by the policy. This also entails a responsibility to ensure that no possessions are left behind when leaving a location.

**1.1.2** When the insured objects are left, the insured person shall lock doors and ensure that windows are closed and secured, such as to prevent intruders from entering motor vehicles, caravans, boats, cabins, flats, hotel rooms or other temporary accommodation (such as tents).

**1.1.3** Money must either be carried on the insured person's body or locked in a permanently mounted safe or deposit box in a building or locked storage space in a locked room in a building. The key must be stored out of the reach of intruders.

**1.1.4** Objects named in section 1.2.3 and not in use must be securely locked up by the insured person. Keys must be stored out of the reach of intruders. In the case such placement is not possible you

must carry the object with you. Should such objects be stored in motor vehicles or caravans, shall be placed in a locked glove compartment/luggage compartment/ski box, or be removed if such placements are not available.

**1.1.5** The insured objects shall not be left behind in the place of study, motor vehicles, caravans, boats or tents at night or when such are left or abandoned for periods of more than 24 hours. Night is defined as that time from one leaving the place of storage during the day until one returns the following day, and in all cases where the place of study/vehicle/caravan/boat/tent is abandoned from midnight until 06 00 hours.

**1.1.6** The insured person shall ensure that the insured objects are sufficiently and adequately packed, and properly secured such as to survive the current mode of transport. Electronic equipment brought in boats, canoes and kayaks shall be packed in watertight packaging.

**1.1.7** The insured person shall comply with requirements from the carrier concerning contents and packaging/labeling.

**1.1.8** The insured person shall not send money, jewelry, watches, spectacles/sunglasses, precious stones, precious metals, camera, video, DVD or computer equipment, mobile telephones, radio or televisions, audio playback equipment, electronic equipment, fragile items and perishable goods in checked luggage.

## **1.2 What the policy covers/limitations:**

Luggage means personal possessions brought by the insured party for personal use during travel and stay.

The insurance also applies as place of study (school/campus). Should the insured person travel with the same means of transport, then checked luggage is also covered. This does not apply if the separation is only due to allocation on the part of the carrier.

**1.2.1** Money will be replaced to a maximum of NOK 3,000 per claim.

**1.2.2** Mobile telephones and smart phones are covered up to NOK 3,000 pr. claim.

**1.2.3** DVD/CD/Blueray/computer games are covered collectively up to NOK 2,000 pr. claim.

**1.2.4** Expenses arising from loss of ticket (travel documents) and passport will be compensated to a maximum of NOK 10,000 per person in cases where the loss has not been reimbursed by other means. The insurance covers a new passport/emergency passport, and travel/stay to the closest consulate/embassy with the authority to reimburse passport/Visa.

**1.2.5** Loss of or damage to the following objects will be compensated to a maximum of NOK 15,000 per group below (one per letter) per claim:

**a)** Jewelry, watches, pearls, precious stones, precious metals

- b)** Mobile telephones, smart phones, tablets, photo/video/optical equipment, radio/TV, audio playback equipment, computer equipment
- c)** Antiques, artworks, rugs
- d)** Furs
- e)** Musical instruments
- f)** Weapons and sports equipment (including fishing/ski/snowboarding/golf and diving equipment)
- g)** Driving equipment for motor vehicles, e.g. driving suits, helmets, gloves and boots, see section 1.4.1.

**1.2.6** Single items not named in section 1.2.3 will be compensated to a maximum value of NOK 10,000 per claim.

**1.2.7** Theft from motor vehicles shall be reimbursed to a maximum of NOK 5.000. Theft from tents, beaches and swimming pools shall be reimbursed to a maximum of NOK 5.000 per claim.

**1.2.8** Loss of or damage to bicycles outside the borough (kommune) of the place of residence or study or the borough of the place of work will be compensated to a maximum of NOK 5,000 per claim.

## **1.3 The following types of loss and damage are covered:**

**1.3.1** Theft of luggage. Theft means removal of possessions the insured person has in his or her possession, see Norwegian penal code (hereafter straffeloven) §§ 321, 322 og 323. In cases of theft from hotel rooms, or places of residence or lodging, there must be visible signs of break-in. Missing, mislaid or forgotten objects, that later are taken and kept by a third party are not considered as stolen property.

**1.3.2** Robbery, see straffeloven §§ 327 og 328.

**1.3.3** Criminal damage, see straffeloven §§ 351, 352 og 353, when this occurs in connection with theft, robbery or break-in.

**1.3.4** Natural disaster. Loss due to natural disaster can be directly attributed to natural disasters such as avalanche, landslide, flooding, storm, earthquake or volcanic eruption, see Norwegian law relating to natural disaster insurance (lov om naturskadeforsikring).

**1.3.5** Traffic accidents involving motor vehicle, boat, caravan or bicycle. Traffic accident means for example collision, driving off the public road, as well as damage due to running aground or capsizing.

**1.3.6** Fire/smoke damage, direct lightning strike, explosion and water or fluid penetration in buildings. Fire means flames 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 four hours behind schedule at its destination, and the carrier confirms the delay (Property Irregularity Report), necessary documented expenses to cover purchase of clothes and toiletries during the time the luggage is missing shall be refunded. Maximum sum covered is NOK 2,000. When travelling back to Norway or upon arrival at place of study later than the first time, cover is NOK 500 per day, maximum NOK 1,000.

## **1.4 Exceptions**

### **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 telephones and ski or luggage boxes. Driving equipment such as driving suits, helmets, gloves and boots etc. is also considered to be accessories while in use or stored with the vehicle.

**1.4.2** Boats, windsurfers, surfboards and accessories

**1.4.3** Parachutes, kite surfers, hang gliders, para-gliders and accessories

**1.4.4** Furniture and removal goods

**1.4.5** Merchandise and samples, tools and measuring instruments

**1.4.6** Drawings and plans, manuscripts, software, documents, traveler's cheques and valuable papers of any type

**1.4.7** Collections.

Collections means objects/property with 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 normal wear and tear

**1.4.10** Loss of/damage to bicycles and accessories inside the borough (kommune) of the home or place of study or place of work

**1.4.11** Minor damage to suitcases, bags, rucksacks, prams, baby carriages and bicycles such as scratches, scuffs in corners or stains

**1.4.12** Checked-in prams, pushchairs and bicycles

**1.4.13** Damage during transport of checked-in suitcases, bags or rucksacks

**1.4.14** Consequential damage, for example after damage to fragile objects, due to perishable goods or liquid leakage during transport

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

**1.4.16** Foodstuffs and stimulants.

## **1.5 Settlement of claims and quantification of damages**

FAL § 6-1 does not apply.

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

Theft, robbery, assault, bag snatching and criminal damage must in addition be reported to the police. Loss or damage in transit shall be reported immediately to the carrier in respect of company regulations.

In case of loss or damage, the beneficiary must provide proof for the insurance claim. Written confirmation that the loss/damage has been reported at the location is important documentation when compensation is claimed under the policy.

The right to compensation may be lost if the claim is not reported to Gouda within a year of the beneficiary discovering grounds for the claim.

**1.5.2** Damaged goods must be taken care of, and sent to Gouda if requested.

**1.5.3** If loss or damage has occurred (including loss of claim for reimbursement for Gouda) as a consequence of the insured party willfully or with gross negligence neglecting his or her duties, the company's liability may be diminished or cease to apply. The decision shall take into account the degree of culpability and the extent of the damage, and other circumstances, see FAL § 4-10.

**1.5.4** Loss or damage is compensated to a maximum of the sum insured, but never above the insurance value. The insurance value is calculated to be the cost, including taxes, of buying an equivalent article for the same purpose on the day the damage took place.

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 telephones, smart phones, digital cameras/video cameras and portable computers/laptops/tablets an age deduction is made of 25% per year or part thereof from the date of purchase/acquisition.

**1.5.5** Claims for lost/damaged luggage or costs in connection with such can never be for more than the insured party's actual financial loss. Thus costs refunded by other parties are not covered.

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

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



**1.5.6** Objects bought second hand, or inherited or received as gifts, will be compensated in accordance with market value.

**1.5.7** Gouda has entered into favorable agreements with various suppliers of products and services used in connection with settlement of claim.

Compensation will be fixed at what it costs Gouda to

- a) repair/renovate the damage, or
- b) replace with similar or substantially similar item according to price at the time the damage occurred. Gouda shall determine which of these alternatives shall be utilised and which repairer or supplier shall be selected. Gouda shall in any claim consider whether the beneficiary may receive cash compensation. Cash compensation shall be equivalent to the amount Gouda would have paid for repair or replacement.

**1.5.8** Should lost items be found, the insured party is obliged to inform Gouda immediately.

When missing objects are found after payment of compensation, the insured party has the right to keep the objects but must repay the compensation. The insured party 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 retains the right to check information supplied by the beneficiary by contacting business and other parties.

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

**1.5.11** Just as the beneficiary's right to compensation may be fully or partially annulled as a consequence of the beneficiary's actions or omissions, the same consequence will obtain 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, see FAL § 4-11.

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

Gouda may cancel the policy with two months' notice in cases where there have been contraventions of the safety requirements in relation to damage. Similarly the company may cancel the policy with the same notice period should three or more claims have been made under the policy in the course of the previous 12 months, or should the claim history deviate markedly from the normal pattern.

**1.5.13** Excesses

There is an excess for portable computers/laptops/tablets and mobile telephones/ smart phones of respectively NOK 2,000 and NOK 500 per claim.

## 2. Illness cover

### 2.0. Safety requirements

It is a condition of cover that the following safety requirements be met by the insured person:

**2.0.1** On trips and during stays within the EEA (except Hungary, Poland and the Czech Republic), the European Health Insurance Card (det europeiske helsetrygdkort) is to be brought with. The insured shall take usage of the public health service offered, unless special considerations demands use of the private health offers, and the latter upfront is approved by Gouda. Treatment at private hospitals/with private doctors must be agreed upon upfront by Gouda's EmergencyCentre in order to be covered under the insurance.

**2.0.2** In cases of illness/injury where Goudas Emergency Center does not pay directly to the provider, it is a condition for cover that the insured sends the original documents and claims form no later than 5 months post time of illness/accident.

Safety requirements means rules of care prescribed in order to counter and limit damage/loss. Violations of safety requirements can result in Gouda's liability being diminished or ceasing to apply.

### 2.1 What the policy does cover

**Maximum compensation: unlimited**

The insurance covers expenses that are incurred in connection with events that arise during the period of insurance cover, including expenses for necessary and common medical treatment that is the result of acute illness, serious accidental injuries, or an unexpected acute deterioration of an existing illness/chronic condition.

**2.1.1** The insurance includes expenses for:

- a. Medical treatment, hospitalisation and treatment costs at a hospital on referral from a doctor.
- b. Medical emergency assistance, bandages and medicine prescribed by a doctor on site.
- c. Treatment from a publicly registered physiotherapist/ chiropractor/other provider who is not a doctor, on referral from a doctor.
- d. Ambulance from where the illness/accident occurred and to the treatment location (incl. air ambulance), and transport, in the event of poor treatment, to the closest appropriate treatment location. The latter requires the pre-approval of Gouda's Alarm Centre.
- e. Up to 20 treatment hours are covered per insurance year for the treatment of psychiatric conditions. It is a prerequisite that the type and scope of treatment is approved by Gouda's doctor prior to the start of treatment.
- f. Necessary and documented expenses for a taxi for the insured to and from the treatment location is covered by up to NOK 1,000.

Necessary and documented expenses for telephone calls in connection with hospitalization is also covered by up to NOK 1,000 per incident.

**g.** Expenses for dental treatment:

In the event of acute dental problems/chewing damage for which treatment cannot be postponed, Gouda covers up to NOK 1,000 per injury.

**h.** Expenses paid to a psychologist will be reimbursed to a maximum of NOK 15,000 per claim should the insured party be struck by an acute psychological crisis due to assault, robbery, fire, explosion, serious traffic accident, natural disaster, kidnapping, war or terrorist attack.

### **Additional cover for holiday travel**

**2.1.2** Additional costs due to itinerary changes Necessary and documented additional costs for travel, food and accommodation for up to 30 days when the insured for medical reasons and on the order of a doctor must postpone a planned return home or cannot continue his or her journey as planned. Additional costs are not covered when the insured has returned to his or her permanent address at the place of study or to Norway.

**2.1.3** Sole holiday travel companion

Necessary documented expenses for travel, food and lodging in cases where the prearranged return journey/further journey must be postponed due to the insured party's sole travel companion being struck by acute illness, serious injury or death.

Extra expenditure will also be reimbursed in cases where the sole travel companion's parents, children, siblings or grandparents living in the Nordic region are struck by acute or serious illness, serious injury or death, and where the travel companion is summoned home as a consequence.

Compensation is limited to NOK 25,000 per claim.

Travel companion means the person in possession of the same travel document or ticket as the insured party, or who undertakes the trip with the insured party with the intention that the trip shall be a joint undertaking.

**2.1.4** Compensation for interrupted holidays

The insurance covers the insured persons interrupted days that were planned within the period of cover, when the insured person or his/her sole travel companion on the trip experiences an insured event as described below. Maximum cover is NOK 10,000 limited to NOK 1,000 per day per person. Compensation is calculated based on the travel and accommodation expenses the insured person, in accordance with the contract, travel documents, tickets and receipts, has paid before the trip is interrupted.

### **Compensation for interrupted holiday is paid if:**

- the insured person has returned home to place of study early on medical grounds. 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 been hospitalized
- the insured person has been bed-ridden or has been confined to a hotel room/flat for 4 days on the order of the attending doctor. The date of the first doctor's visit counts as the first day of bed rest.

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 covered under the terms and conditions in this chapter.

### **Interruptions to study**

**2.1.5** In cases where the insured party must interrupt his or her studies due to his or her own unexpected and sudden serious illness or accident, and where school fees paid by the insured party are not refunded by the school, the lost school fees will be reimbursed to a maximum of NOK 100,000. It is a condition that a doctor's certificate be produced, as well as confirmation from the place of study that the studies have been interrupted. Serious illness means in this instance serious from a medical standpoint, and the level of seriousness shall not be related to the type of study or study situation.

School fees means the fee paid to the place of study for teaching and sitting exams, and that the student is not refunded by the school or the Norwegian Student Loans Funds.

Compensation is calculated pro rata in relation to the planned duration of study within the duration of the policy, and at least one month of paid study time must remain.

**2.1.5.1** The policy does not cover interruptions to study due to pregnancy or voluntary terminations of pregnancy (abortion).

**2.1.5.2** Serious and sudden psychological illness means in this context only psychoses and serious cases of depression which require hospital stay or therapeutic treatment ordered by a doctor.

## 2.2 Exceptions

The insurance does not include expenses caused by:

**2.2.1** Treatment of chronic and/or known illnesses which within the 3 latest months prior to the departure has coursed;

- a) hospitalization
- b) seen by a doctor extraordinary to standard consultation
- c) adjusted medication

**2.2.2** The following high-risk activities;

- professional riding, boxing, judo, karate and similar martial arts, nor training for these
- voluntary participation in fights
- committing or contributing to criminal acts

**2.2.3** Treatment or stays in Norway.

**2.2.4** Treatment or stays after the time the insured fails to allow him/herself to be transported home when Gouda's doctor has decided that the insured should be transported home.

**2.2.5** Treatment or stays in cases where Gouda's doctor has determined that the treatment can await the insured's return to Norway.

**2.2.6** Expenses that are caused by the insured failing to comply with orders given by the attending doctor and/or Gouda's doctor.

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

- a. Has not seen a doctor, has rejected or stopped treatment of the illness, even though the insured should know or assume that the illness required treatment or had deteriorated significantly.
- b. Has stopped treatment against the advice of a doctor or has been denied treatment.
- c. Is signed up for, referred to, or on the wait list for evaluation/treatment.
- d. Has failed to attend scheduled check-ups.
- e. Travels against the advice of the doctor.

**2.2.8** Check-ups and treatment, including medicine, to keep a chronic or existing illness or condition stable and regulated.

**2.2.9** Treatment needs that were known prior to departure.

**2.2.10** Pregnancy, including pregnancy-related illness/morbid conditions. Serious and acute complications prior to the 36th week of the pregnancy are covered.

**2.2.11** Glasses, contact lenses, hearing aids, dentures or other prostheses.

**2.2.12** Recuperative or curative/spa retreats.

**2.2.13** Stays and treatment in private clinics in the Nordic countries.

**2.2.14** Plastic and cosmetic surgery, treatment of consequent illnesses or complications resulting from these, unless made necessary by an injury that requires hospital treatment 24 hours after the injury occurred.

**2.2.15** Medical treatment that is not approved by the national health authorities, or alternative treatments (including naturopathy, homeopathy, kinesiology, etc.).

**2.2.16** Financial losses other than those mentioned in section 2.1 and 2.2.

## 2.3 Claimsettlement and calculation of compensation

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

**2.3.2** For travel within the Nordic countries, expenses that are covered by the Nordic Convention on Social Security or the National Insurance Scheme are not covered.

**2.3.3** When the Company has compensated for the National Insurance Scheme's obligations in accordance with the right to support for medical treatment abroad, the Company may subrogate the insured's right to a refund for the sum that has been paid from the policy.

## 3. Accident cover

The policy covers the insured person for injuries due to accident.

Accident means physical damage to the body caused by a sudden external physical event, an accident, which occurs on the trip during the period of cover. The claim is considered to have arisen at the moment of the accident, even if the consequences of the injury are not clear at this moment.

### 3.0 Maximum sum

The maximum sum is shown in the contract, and applies in cases of 100% medical invalidity or death.

**3.0.1** Treatment costs that accumulate after the insured party has returned to his or her home in Norway, and are the result of an accident, will be reimbursed to a maximum of NOK 25,000. For every injury claimed under this chapter there is a deductible of NOK 1,000.

### 3.1 The injuries Gouda covers, and limitations to cover

The following are covered:

- Death
- Permanent medical invalidity
- Costs of medical treatment

## Death

**3.1.1** When an accident covered by the policy results in the insured party's death within a year, the death benefit payment shown in the insurance certificate will be paid, minus any previously paid invalidity benefit.

Should the insured party die of other causes within a year of the injury, neither death benefit nor invalidity benefit will be paid.

## Permanent medical invalidity

**3.1.2** The insured person may claim invalidity compensation in cases where an injury has led to medical invalidity which is deemed to be permanent. For complete invalidity the entire sum insured is paid, and for partial invalidity a correspondingly smaller proportion of the sum is paid. It is a condition of cover that the insured person be alive at the time the compensation payment is made.

Lifelong medical invalidity is determined on the basis of the table published by the Norwegian Ministry of Health and Social Affairs (Sosialdepartementet) in the regulations of 21st April 1997, parts II and III, but not the additional regulations of the National insurance scheme (folketrygd). The assessment will be made purely on the basis of the table.

In cases of injuries not included in the table, the degree of invalidity will be determined on the basis of an approximate comparison with the assumptions in the table. In cases of injury to the named limbs and organs, the table's assumptions will form the limit of Gouda's liability for damages in any circumstance.

In compound injuries in a single organ or limb, the combined loss of function will be assessed in relation to the relevant assumption concerning complete loss of function in that single limb or organ.

The combined degree of invalidity in cases of loss of several organs or limbs may not exceed 100%. Loss of or damage to limbs or organs that were completely unusable before the injury occurred does not form grounds for compensation. In cases where a limb or organ was partially lost or unusable, a corresponding deduction will be made. In cases where a disease or illness contributes to the invalidity resulting from the injury being greater than from the injury on its own, the principle outlined in the paragraph above will be used to apportion compensation. Tooth damage or apparent disfigurement does not entitle the insured party to invalidity compensation.

Invalidity compensation will be payable at the earliest one year after the circumstance of claim occurred. Should it be appropriate for the company to pay a part of the claim at an earlier point in time, a corresponding advance will be paid. If any of the parties believe that the degree of medical invalidity may change, final settlement may be postponed, for no longer than three years after the circumstances of claim arose.

**3.1.2.1** If the accident occurred in connection with practicing any of the following sports, the amount of coverage for medical invalidity is halved:

- all professional sport (including activities in connection with sports scholarships), diving deeper than 40 meters, expeditions, private flying (all flying where one does not buy a ticket on a scheduled or chartered airplane), parachute jumping (other than tandem jumps with an instructor), any form of racing with motor vehicles.

## Treatment expenses

**3.1.3** If the injury causes necessary expenses for treatment in Norway within two years from the day of the injury, expenses to a maximum of NOK 25,000 will be reimbursed for:

- doctor and dentist. Tooth damage which is a direct result of an accident will only be covered to the extent that treatment is not covered by other means. It is a condition for cover of tooth damage that treatment be approved in advance by Gouda, and that it be begun as soon as possible after the accident. Chewing damage during eating is excluded.
- dressings and medicines prescribed by a doctor or dentist.
- Prostheses
- treatment and accommodation at public hospitals as well as physiotherapy and treatment by chiropractor in cases where the treatment is ordered by a doctor.

Costs are excluded for treatment for injuries arising from taking part in football (soccer), handball, rugby, American football, bandy and ice hockey matches which are compulsory or recognised by an association or regional sports union.

Expenses for accommodation in hotels, convalescence home or similar are not covered. The policy does not cover additional expenses for accommodation or treatment in private hospitals or by doctors in private practice – unless the aforementioned are performing grant-funded public health work.

The insured person undertakes to provide proof of the procedure with original receipts or invoices for costs claimed, and may only claim reimbursement for that part of the costs that is over and above what can be claimed from other parties.

## 3.2 Injuries not covered by Gouda

Psychological dysfunction, behavior disorders, learning disabilities and similar

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

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

### **Intent**

**3.2.2** If the insured person has intentionally caused the insured 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. Refer to Section 13.7.2 regarding insurance events that are the result of negligence.

### **Profession/trade**

**3.2.3** Unless there is a specific contract for it, the insurance does not cover work-related 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, armed forces personnel/police personnel/fire brigade personnel not employed as office workers.

The following are examples of professions that are covered: Horologist, nurse, hairdresser and goldsmith.

### **High-risk activities**

**3.2.4** The insurance 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 contributing to a crime.

### **Aviation**

**3.2.5** For accidents that arise in connection with aviation, compensation is only disbursed for accidents that befall the insured person as a passenger in an aircraft with a national designation.

Military service in peacetime

**3.2.6** Unless a specific contract has been agreed, the insurance does not cover military service in peacetime in armed forces outside Norway, unless the claimant can establish that the injury was not caused by such service.

### **Drowning**

**3.2.7** The insurance 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 that Gouda according to the Terms and Conditions is not liable for.

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

**3.2.8** The insurance does not cover accidental injuries caused during medical examinations, treatments etc. or when taking medicines, unless the insured person has been treated for an accidental injury for which Gouda is liable. Under no circumstances does the insurance cover accidental injuries caused directly or indirectly by the ingestion of soporifics, analgesics or narcotics.

### **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.
- neurosis
- 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 morbidity 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**

**3.2.11** The insurance does not cover accidental injuries caused by poisoning from food, drink or stimulants.

## **Actions taken to prevent damage**

**3.2.12** None of the above mentioned exceptions obtain if the damage or injury is due to an action that was intended to prevent damage to persons or property, and the action in the existing circumstances must be viewed as reasonable.

## **3.3. Settlement of claims and quantification of damages**

### **Principles**

**3.3.1** Gouda shall be notified of deaths as quickly as possible. The claim must also be sent to Gouda without delay.

**3.3.2** The insured person and the company have the right to obtain declarations from doctors and specialists which are relevant to the determination of the grounds for the calculation of damages.

**3.3.3** If it may be assumed that the insured person's condition will improve with an operation or other form of treatment, and the insured person declines the treatment without good reason, the possibility of improvement that such a treatment would have brought shall nonetheless be taken into account, cf. FAL § 13-12.

**3.3.4** Unless otherwise stated in the insurance certificate, the compensation will be disbursed to the insured person or their successors, see FAL § 15-1.

**3.3.5** Claims become due for payment as soon as Gouda has had reasonable time to clarify the distribution of liability and determine its own ultimate level of liability. See also point 3.4.11 on invalidity caused by injury. If it becomes clear at an earlier point in time that the company shall in any case pay a part of the claimed sum, a corresponding advance shall be paid, see FAL § 18-2.

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

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

**4.1.1** In cases of acute illness/injury the costs of ambulance transport to the necessary treatment centre shall be reimbursed, or transport to the home address in Norway in cases where adequate medical treatment cannot be given where the insured party is. Ambulance transportation shall be approved in advance by Gouda's doctor.

**4.1.2** Possible return journey to the place of study after a repatriation to the home address in Norway, meeting the reimbursement criteria, has taken place. The return journey must take place no more than one month after the insured party has been given a clean bill of health, and shall be approved by Gouda's doctor.

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

**4.1.4** Reasonable documented expenses for taxi or ambulance ordered by doctor from a hospital to the insured person's residence in Norway. This coverage comes into place on discharge in cases

where Gouda has repatriated the insured person home to a hospital in Norway.

### **4.2**

In case of death the cost of transport of the deceased to Norway is covered, including payment for possible legal requirements where such transport is concerned.

### **4.3 Exceptions**

The policy does not cover repatriation expenses if:

**4.3.1** Gouda's doctor has decided that the treatment can wait until the planned return to Norway.

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

**4.3.3** The insured person has arranged transportation himself or herself, and Gouda has incurred costs the company would not have incurred had Gouda arranged the transportation.

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

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

**4.3.6** The repatriation is due to chronic or existing illness, except in cases of unforeseen, acute deterioration.

Deteriorations of extremely serious illnesses in the terminal phase, which were diagnosed before departure, are not covered under any circumstance.

**4.3.7** The repatriation is due to a treatment requirement that was known before departure.

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

## **5. Summoning/escort of patient**

### **5.1.**

The policy covers reasonable and necessary expenses for travel and accommodation for up to two close family members resident in the Nordic region, and who are summoned due to the serious illness/injury or death abroad of the insured person.

### **5.2**

Alternatively the policy covers reasonable and necessary accommodation expenses for up to two persons at the destination in the role of patient's escort due to the insured person's serious sickness or injury.

### **5.3**

Gouda's acceptance must be obtained in advance.

## 5.4 What the policy covers

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

- Transport – not above economy class, and not to include air ambulance, in cases where the insured party shall be transported to a suitable treatment centre or be repatriated. The policy does not compensate cases where the insured person shall be repatriated within 72 hours of the patient's escort's departure from Norway.
- Hospital/hotel accommodation.
- Documented expenses for food and local travel.

**5.4.2** Repatriation to place of residence or returning to the original itinerary – not above economy class

- in cases where the escort of the patient has ended, either upon the insured person's discharge from hospital near the place of residence, or on arrival at the place of abode/hospital in Norway.

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

## 6. Curtailment

Maximum cover for grandparents is NOK 10,000 per claim.

### 6.1

The policy covers reasonable and necessary additional travel expenses – not above economy class – for the insured person in cases where:

**6.1.1** The insured person is summoned home to a funeral as a result of unexpected death or hospitalization for life-threatening conditions due to serious accident or an acutely serious illness on the part of the following persons/groups of persons resident in the Nordic region: spouse or cohabitant, children, grandchildren, parents, grandparents and siblings. If the insured person is married or has children jointly with the cohabitant, then brothers in law, sisters in law and parents in law are also covered.

The policy does not cover recall caused by hospitalization (or hospitalization referrals) before departure, nor very serious illness in terminal stages in cases where the illness was diagnosed before departure.

**6.1.2** The policy covers a single curtailment per insurance case (accident/illness/sickbed/death).

**6.1.3** The return journey to the place of study is covered should it be taken within one month of the recall, as long as this falls inside the period of cover.

## 7. Home contents cover

The insurance covers a maximum of NOK 100,000, with the limitations listed below. A NOK 3,000 deductible will be applied to any claim.

### 7.1 What the insurance covers

The insurance covers physical damage to personal property and home contents that occur during the insurance period. Expenses for maintenance and improvements are not covered.

The insurance covers the insured's permanent address in the country in which the insured lives and studies. If the insured moves, the insurance covers the new residence.

### 7.2 Safety regulations

Safety regulations are due diligence regulations established to prevent and limit damage/loss. If the insured is in breach of a safety regulation, the Company's liability may be reduced or become void. It is a prerequisite for cover that the insured complies with the following safety regulations:

**7.2.1** The insured is required to perform necessary and ordinary maintenance of the residence, and to comply with local fire regulations and orders given by public authorities.

**7.2.2** The insured is required to ensure that the residence is sufficiently heated to avoid frost damage and/or ensure that the water main is shut.

**7.2.3** The insured is required to ensure that doors are locked and that the key is not accessible to unauthorized persons. Windows and other openings must be shut and properly secured with a latch or similar system to prevent unauthorized persons from accessing the building/room. A window opened slightly for ventilation is not considered properly secured.

**7.2.4** When the insured leaves a residence that is shared with others, cash, jewelry/watches, photography and video equipment, computers and other especially valuable personal items (as mentioned in section 1.2.3) must be stored in a way that is inaccessible/locked to unauthorized persons.

**7.2.5** The insured is required to ensure that bicycles, bicycle trailers and strollers are locked, and that the key is inaccessible to unauthorized persons.

### 7.3 Liability is assumed for the following types of loss/damage

Damage mentioned below that occur suddenly and unexpectedly are covered as long as the insured:

- has complied with the security regulations.
- has provided correct information about the risk or changes in the risk.
- has not acted with gross negligence or intentionally caused the damage.

#### 7.3.1 Fire

The insurance covers damage caused by

- a) Fire; i.e. flames that are out of control
- b) Sudden soot damage
- c) Explosion

Scorching and damage from sparks not caused by fire are excluded.

#### 7.3.2 Lightning strike and electrical phenomenon

The insurance covers damage caused by direct lightning strikes and electrical phenomenon. "Electrical phenomena" means short-circuiting, arcing, spark overs and overvoltage – including as a consequence of thunder and lightning Errors in electrical items or in the connection to the electrical network (adapter, outlets, etc.) are not covered.

#### 7.3.3 Natural disasters

The insurance covers damage caused by natural disasters such as avalanches, storms, floods, deluges, earthquakes or volcanic eruptions. See section 1 of the Act on natural damage insurance for further definitions. Other damage caused by nature, including indirect consequential damage, is not covered.

#### 7.3.4 Water and other liquid

The insurance covers damage caused by

- a) Leakage of water or other liquid from a pipe inside the building.
- b) Water which suddenly seeps into a building from the ground when this results in visible, freestanding water over the lowest floor level. Water in a raised floor is not considered to be freestanding.
- c) Discharge from a fire extinguisher.
- d) Seepage of water through an opening or a leakage caused by sudden and unforeseen building damage.

Water damage to personal property in a separate storage unit accessed from a shared basement/loft is covered by up to NOK 10,000.

#### The insurance does not cover:

- damage caused by water from the building's gutters, external drainpipe or a blocked connection between the roof drain and the internal drainpipe.

#### 7.3.5 Theft

Theft is defined as the taking away of belongings that the insured has in his/her possession, in accordance with sections 321, 322 og 323 of the Norwegian General Civil Penal Code. The insurance covers theft:

- from a building at the insurance location
- from storage units that are accessed from a shared basement/loft, up to NOK 20,000.
- from a car parked in a garage, up to NOK 5,000.
- of bicycles, bicycle trailers, and strollers, up to NOK 5,000.
- from an inhabited residence outside the insurance location. Up to NOK 20,000 is covered for theft from a building other than an inhabited residence outside the insurance location.

#### 7.3.6 Vandalism

The insurance covers vandalism that occurs in connection with theft in a building and that harms:

- home contents and personal belongings
- rooms that the insured rents/uses, up to NOK 20,000.

**7.3.7** The insurance covers losses related to unintentional temperature increases in freezers that cause damage to food and odour damage to the freezer.

**7.3.8** The insurance covers losses related to the collapse of a building or part of a building.

#### 7.3.9 General exemptions

##### The insurance does not cover:

- Covered damage in/from a shared garage, shared rooms/ basement/loft or rooms at a construction site that are not residential rooms, even if the item is stored in a locked closet or similar. However, theft of a bicycle, bicycle trailer, or stroller is covered.
- damage caused by spills or condensation
- damage caused by fungi, rot, bacteria, or insects
- damage caused by a member of the household, tenant or a person in the tenant's household.

### 7.4 What the home contents insurance covers

**7.4.1** The insurance sum stated on the insurance certificate covers home contents and personal belongings, including

- Music systems, laptop/tablet, mobile phone/smart phone, DVDs/CDs, GPS, camera/video/computer equipment for up to NOK 20,000 per group of items that naturally belong together. There is a NOK 2,500 limit for DVDs/CDs



- Jewelry, precious stones, noble metals and watches up to NOK 20,000
- Items the insured has produced in an unregistered hobby or handicraft business, up to NOK 50,000
- Personal belongings that belong to others and for which the insured by law or written agreement has assumed the risk.

**7.4.2** Within the sum insured, the following are also covered:

- Golf, ski and diving equipment
- outboard engine
- hangglider and paraglider
- canoe/kayak/sailboard
- leisure boat of up to 15 ft., incl. engine of up to 10hp;

Each by up to NOK 10,000.

The insurance does not cover motorized vehicles and accessories, wheels and rims for motorized vehicles.

**7.4.3** Within the sum insured, money and securities are covered by up to NOK 10,000.

**7.4.4** Within the sum insured, other single items are covered by up to NOK 25,000 each.

**7.4.5** In the aftermath of damage that is covered, the following is also covered:

**7.4.5.1** Necessary moving and storage expenses in the event of damage to the building and home contents, up to NOK 30,000. The Company must pre-approve the expenses.

**7.4.5.2** Necessary extra costs for stays outside the home when the home is uninhabitable due to damage to the building and home contents, up to NOK 50,000. The Company must pre-approve the extra costs.

**7.4.5.3** The insured's loss of rental income when the building furnishings that the insured has paid for can no longer be used because the furnishings are not repaired in the course of the repair of the building damage, up to NOK 50,000.

**7.4.5.4** Cost of demolition, clearance and removal of useless debris.

## 7.5 Who the insurance covers

**7.5.1** The insurance only covers the policy holder identified on the insurance certificate.

**7.5.2** The insurance covers another owner of items than the owner specified above, but only if the person identified in section 7.5.1 has assumed the insurance obligation in writing or has assumed the risk for the item in writing.

## 7.6 Where the insurance is valid

The insurance covers the residence the insured owns/rents with exclusive right of use at the place of study. The insured's storage unit in a basement or loft is also included, as detailed in section 7 above.

## 7.7 Regulations regarding claims settlement

Section 6-1 of the Norwegian Insurance Contracts Act (FAL) is derogated. The provisions below apply instead.

### 7.7.1 Settlement methods

The basis for compensation is set to the cost of repairing/rectifying the damage or to replace the item with the same or comparable item. The Company has the right to decide which of the alternatives is to be used, and which repair shop or supplier is to be used.

The Company can also elect to settle the claim through a cash settlement. The compensation cannot exceed the sum the Company would have paid to repair or replace the item.

### 7.7.2 Calculation of compensation

**7.7.2.1** For replacement or repairs, the compensation is calculated based on the costs

- of repairing the item so as to restore it to the same or a comparable state as immediately prior to the damage, calculated according to the cost on the date the damage occurred, or
- of replacing the item with a similar or comparable item, calculated according to the cost on the date on which the damage occurred; replacement cost.

The basis for compensation cannot exceed the value of the item prior to it being damaged, less the remaining value after the damage, calculated in accordance with the above rules.

#### a) Item acquired new

In the event that the item is replaced, a deduction is made for the increase in the value of the item due to it being replaced by a new item. The deduction cannot exceed 80 %. 15 % is deducted from the value of clothes, shoes and glasses for every started year after the items are one year old. There is a 25% deduction from the value of cameras/video cameras, computers and computer equipment for every started year. For other items, deductions are made based on an assessment of the loss in value due to age, use, probable useful life, and reduced usefulness.

#### b) Items acquired used

Items that were acquired used as inheritance, gifts or purchases, are replaced at their replacement cost for a similar or comparable used item.

**7.7.2.2** In the calculation of additional costs for stays outside the permanent residence, consideration will be made of costs the insured would have had without any damage having occurred and those that he/she has subsequent to the damage. Deductions are made for any compensation for a loss of rent, including from other insurance companies, and saved expenses.

### **7.7.3 Deductible**

A deductible of NOK 3,000 is applied to all compensation settlements. The calculation of compensation includes deductions pursuant to statutory provisions or the provisions in the Terms and Conditions prior to the deduction of the deductible.

### **7.7.4 Property of damaged items or items that have been recovered**

The insured is obliged to retain a damaged item on payment of compensation for the damage to the item, and the company has the right to assume ownership damaged items. If the compensated item later is recovered, the insured can retain the item by returning the compensation. If the compensation is not returned, the item is property of the Company.

### **7.7.5 The actions and omissions of other people (identification rules)**

In the event that the insured's right to compensation wholly or partly ceases to exist as a result of the insured's actions or omissions, the same consequence is invoked by similar actions and omissions carried out by the insured's spouse/cohabitant (see section 4-11 of the Norwegian Insurance Contracts Act (FAL)).

## **8. Personal liability insurance**

### **8.0**

Maximum compensation: NOK 5 million. Any claim that is covered by this policy is subject to a deductible of NOK 3, 000. The insurance does not cover personal liability occurring in Norway.

### **8.1 What the policy covers**

The policy covers that liability for damages which the insured party in his or her capacity as a private citizen bears for damage caused to another person or to others' possessions during the insurance period.

Personal injury means injury, illness or death caused to another person.

Property damage means loss of or physical damage to property (including animals and real estate).

The insurance covers the economic losses that the insured pursuant to applicable compensation rights (law, legal praxis) in the country the injury took place can be ordered to compensate, albeit with the exceptions listed in section 8.3.

### **8.2**

The insured person must never himself/herself admit liability for damages or accept a claim for compensation. Leave it to Gouda to decide this. Otherwise the insured person may risk having to pay compensation himself/herself, even in claims where the insured

party may have no liability for events. Gouda shall be informed immediately of claims and will then make the necessary decisions on how to proceed with the case.

### **8.3 Exceptions**

The policy does not provide for compensation for liability:

**8.3.1** In cases of intentional actions or omissions.

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

**8.3.3** As owner, driver or user of motor vehicles, tools, boats, jet-ski, aircraft (excluding model aircraft), or horses registered for racing or carriage racing which are being trained or participate in races.

However liability as owner, driver or user of the following is covered:

- canoe, kayak, sailboard/surfboard
- hang glider, para-glider
- boat under 15 foot in length with motor less than 10 horsepower
- wheelchair, self-propelled lawn mower, rotary snowplough etc, if not capable of speeds greater than 10 km/h.

**8.3.4** For damage to property during digging, blasting, piling, sheet piling and demolition as well as landslide, avalanche, earth-slip, breaking of dams and subsidence.

**8.3.5** Towards travel companion, spouse, cohabitant, parents, grandparents, foster parents, parents-in-law, siblings, children/grandchildren/foster children as well as spouses and cohabitants of those named. It is the family relations at the time of the damage that is relevant.

**8.3.6** For damage to the insured party'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, distress or other liability for penalties which are meted out in addition to compensation for the injured party's financial losses, e.g. punitive damages, etc. The policy does not cover fines, fees, etc.

**8.3.8** For damage to items belonging to another party, but which the insured party or someone on behalf of the insured party uses, borrows or has received in order to transport or store. However fire or explosion damage to rented hotel rooms or holiday flats is covered.

**8.3.9** Which is solely based on promise, agreement, contract or guarantee, including liability the insured party must bear because the insured party has renounced his or her right to legal remedy.

**8.3.10** Executive liability.

**8.3.11** For transmitting communicable diseases.

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

**8.3.13** Which the insured party has incurred on an objective basis for injuries to his/her children, see Norwegian law of 13th June 1969 number 26 on injury compensation § 1-2.

## **8.4 Settlement of claims and quantification of damages**

**8.4.1** In cases where a claim is covered by the policy, Gouda must clarify whether there is a liability for damages, negotiate with the claimant, and if necessary bring a case to court.

**8.4.2** Gouda bears its own costs in deciding compensation, even if these should exceed the sum insured.

**8.4.3** Gouda shall pay 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 are apportioned according to the parties' economic interests in the claim. Should Gouda be prepared to conciliate 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**

Legal assistance insurance is only valid for trips outside Norway.

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

**9.1.1** the insured's costs for legal assistance in cases where a dispute under civil law has arisen during the journey or at the place of study/destination, where the insured is a party as a private citizen, requires legal assistance before the insured has returned to Norway.

**9.1.2** travel expenses resulting from the insured being called as a witness or being questioned in a court abroad.

**9.1.3** provision of bond/bail where necessary to release the insured or his/her possessions from detention by foreign authorities. The provision of the bond is regarded as an interest-free loan which shall be repaid to Gouda after release or on demand.

**9.1.4** Return travel costs for a person chosen by the insured person – not above economy class – to the insured person's location and back to the home address in cases where the insured person is held by the local authorities for more than 48 hours.

### **9.2 Exceptions**

The policy does not cover costs for legal assistance in case of disagreements:

**9.2.1** between the insured person and the travel agent, the transport organiser, the carrier or one or more travel companions.

**9.2.2** in connection with professional relationships.

**9.2.3** in connection with family, inheritance or bankruptcy law.

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

**9.2.5** in connection with traffic cases where the insured used motorized transport.

**9.2.6** which concern compensation settlements under this or other insurance arrangements under which the insured is covered by Gouda or Gjensidige.

**9.2.7** Special conditions:

**9.2.7.1** It is a precondition of legal assistance cover that the insured is not entitled to free legal aid to conduct the case, and that the disagreement cannot be managed by a publicly recognized administrative appeal body, including appeal court.

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

## **9.3 The insured person's duties and requirements in case of claim**

**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 take place in writing.

**9.3.2** The insured undertakes to limit costs as far as possible and bear himself/herself those costs which arise without reasonable cause.

## **9.4 Settlement of claim and quantification of damages**

**9.4.1** Gouda may itself choose a lawyer suitable for the assignment in terms of type of case and the beneficiary's place of abode.

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

**9.4.3** In any case of claim under legal assistance insurance, an excess of 20% of the combined costs covered by the policy will be calculated, though never less than NOK 2,500.

## **10. Delay**

### **10.1 Delayed departure.**

In the case a pre-paid flight is delayed for more than 4 hours, Gouda will refund documented additional expenses for food and/or accommodation to a maximum of kr. 1.500.

Cover is conditioned by the delay being as a result of weather conditions and/or technical error with the plane, and that the delay in the original flight plan is documented by the airline.

## 10.2 Return to itinerary.

The policy covers necessary documented travel expenses in order to return to the planned itinerary in cases where the trip has begun, and where the insured person arrives too late for the travel provider's transport, due to:

- weather conditions
- technical fault
- traffic accidents in cases where the insured is travelling on public transport
- traffic accidents which require rescue of the vehicle the with which the insured is travelling

It is a precondition that the trip be paid for in advance and that the cause of the delay can be confirmed in writing by the arranger of travel, transport company or rescue company. On connecting journeys outside the Nordic region, there is a further condition that a period of at least two hours be allowed from the timetabled arrival to departure on the next means of transport.

## 10.3

The following limitations apply for sections 10.1 and 10.2: Gouda does not assume the liability for conveyance or compensation of the tour operator, airline or transport company for delayed flights, cancellations or overbooking, in relation to the relevant statutes, regulations and bodies of laws.

## 11. Personal safety

### 11.1 War evacuation

Should impending danger of the outbreak of war or warlike circumstances arise while the insured person is staying in the country, the policy covers evacuation to the nearest safe destination in respect of the Norwegian Foreign Ministry's (Utenriksdepartementet) recommendations, as well as extra costs in relation to this. The transportation shall take place at the earliest opportunity after the Ministry's recommendation.

### 11.2 Detention

Should the insured person be detained by the authorities in a country as a result of war or risk of war, the policy covers up to three months' paid and documented additional costs for accommodation and domestic travel to a maximum of NOK 25,000, as well as additional costs for food to a maximum of NOK 500 per 24 hour period. It is a condition of cover that the insured shall not previously have neglected to follow the Ministry's evacuation advice.

## 12. Cancellation

12.0 Maximum compensation NOK 30,000. Deductible per claim is NOK 500.

### 12.1 Where the policy applies

The policy applies for trips and/or rentals throughout the world that:

- Are paid for before departure time
- Begins at the place of residence at the place of study or home address in Norway

For the initial departure from Norway, it is a requirement that the insurance has been purchased and paid at least 14 days prior to departure. The cover starts from the date of purchase and until the time the insured leaves her/his residence in Norway to start the journey from Norway.

For all trips between the insured's residence in Norway and the place of study, the cover starts when the insured pays for the trip and is valid until the insured travels.

### 12.2 What the policy covers

**12.2.1** The policy covers the insured's cancellation expenses in respect of established provisions by:

- carrier
- travel arranger
- hotel

Cancellation expenses means the amount paid for travel and accommodation which is not refunded to the insured on cancellation before departure. Taxes and public charges are not covered by the policy. The policy covers only costs in connection to the journey until arrival at the place of study/destination country. Most student tickets can be refunded by the travel arranger for a deductible. In that case the insurance only covers the deductible.

**12.2.2** The period of cover is calculated from the point at which the trip/rental arrangement is fully or partially paid for to the planned time of departure. It is a precondition that the policy be in operation before the first payment is made.

### 12.3 What Gouda reimburses and what limitations apply

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

#### 12.3.1

- acute and serious illness or injury
- death

Compensation under this point comes about when conditions named in section 12.3.1 occur during the period of cover and befall:

- the beneficiary or the beneficiary's closest family living in the Nordic region. Closest family means spouse/cohabitant, siblings, children and grandchildren, biological parents and grandparents. If the insured is married or has a cohabitant with whom he/she has children, then brothers-in-law, sisters-in-law, parents-in-law, sons-in-law and daughters-in-law are also covered.
- the insured's sole travel companion. Travel companion means the person in possession of the same travel document/ticket as the insured, or who has booked on the trip with the insured because the trip shall be undertaken jointly.

#### 12.3.2

- fire
- break-in
- damage due to natural disaster
- damage from water pipes

Compensation under this section occurs only when these conditions happen in the insured's own accommodation, office or business and where they require the insured to be on site.

**12.3.3** Should the insured have received a refund for the price of the trip directly from the travel provider, only the travel provider's cancellation charges shall be reimbursed.

### 12.4 What Gouda does not reimburse

The policy does not cover cancellation due to:

- acute deterioration of chronic illness where deterioration is deemed likely during the insurance period
- illness which does not require medical treatment
- hospital stays/evaluation procedures/examinations/treatment which take more time than planned
- planned examinations/treatments/operations/recuperations/stays at health farms which are brought forward or postponed
- pregnancy or voluntary termination of pregnancy and associated diseases or illnesses. Cancellation due to serious, unexpected complications which occur before the 36th week of pregnancy are however covered.
- the purpose of the journey no longer applying
- changed conditions at the destination
- fear of flying, or fear of war, terrorism or illness.

### 12.5 The beneficiary's duties and necessary measures in case of claim

**12.5.1** In case of claim the beneficiary shall without delay inform Gouda and the travel agency/travel arranger/carrier/hotel where

the trip/rental agreement was purchased. Should Gouda suffer losses, including loss of right of recourse, as a consequence of the beneficiary intentionally or negligently forfeiting his or her rights, the company's liability may be reduced or cease to apply. The decision shall take into account the degree of culpability, the extent of the damage and other circumstances, see FAL § 4-10.

**12.5.2** The beneficiary undertakes to provide Gouda with the available information and documentation that the company requires in order to assess its level of liability and pay compensation. The following must be provided in case of claim:

- original tickets/rental agreements and confirmation that the trip/rental agreement has been paid for, or credit note showing cancellation costs
- doctor's certificate confirming that the beneficiary consulted a doctor before the start of the trip and that the cancellation is due to acute illness/injury covered by the policy
- accident report/valuation report/police report which confirms that the cancellation is due to fire, break-in, damage due to natural disaster or damage from water pipes

**12.5.3** Cancellation expenses may never be claimed for more than the beneficiary's genuine financial losses. Expenses refunded by other parties are therefore not covered.

**12.5.4** Should the cancellation be covered by more than one policy, the company shall be informed and the companies' combined liability shall not exceed the beneficiary's genuine financial losses.

**12.5.5** If the cancellation expenses may be claimed from other parties, the company shall itself acquire the beneficiary's right to compensation for that part of the beneficiary's losses paid out under the policy.

## 13. General terms and conditions

In addition to these terms and conditions the following apply:

- Norwegian law covering insurance agreements of 16th June 1989 nr. 69 (FAL)
- The insurance certificate. The insurance certificate and the specifications stated therein take precedence over the terms and conditions.

Paragraph C - Contact in case of claim during trip, and documents the insured person must have with him/her - forms an integrated part of these terms and conditions of insurance.

The following named stipulations and exceptions apply for the entire policy (sections 1-12).

### 13.1

**It is a condition that the insured person and/or the beneficiary at the time of departure/ or upon renewal of the insurance was/were a member/members of the Norwegian national insurance scheme (folketrygden). In cases where premiums have been paid on condition of right to extended support from HELFO Utland, and this condition has not been met, Gouda has the right to seek repayment of expenses the company may have advanced the beneficiary or on behalf of the beneficiary, and the exceeded premium that originally was to be paid.**

**13.2** It is a prerequisite for cover that the insurance is purchased for the correct geographic area for the insured's destination.

**13.3** For travel within the Nordic countries, expenses that are covered by the Nordic Convention on Social Security (nordisk trygdekonvensjon) or the National Insurance Scheme (Folketrygden) are not covered by this policy. In other cases - i.e. when the Company has replaced the obligations stipulated in the Norwegian National Insurance Act or the regulations of the EEA agreement about the right to benefits for medical treatment - the Company may, on behalf of the insured, make any claim against these and retain the funds that would otherwise have been paid to the insured.

### 13.4 Renewal and Termination

**13.4.1** The insurance expires at the end of the insurance period, and is not automatically renewed. If the policy is renewed nonetheless, the Terms and Conditions and premium may change and the changes will apply from the date of renewal.

**13.4.2** When the insurance is renewed illnesses that are known or under treatment/evaluation at the end of the previous policy period are not covered.

**13.4.3** If the insurance is terminated prior to expiry, the difference between the premium that should have been paid for the shorter period of cover and the premium that has in fact been paid is refunded. (E.g. if a six-month policy has been purchased and the insured returns to Norway after three months, the difference between the premiums for six and four months is refunded). A NOK 200 fee is deducted from the refund.

**13.4.4** The Company's right to termination. Gouda can terminate the policy agreement with a two-month notification 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 during the last 12 months at least three claims have been made against Gouda under this agreement, or when the claims made deviate significantly from the norm.

### 13.5

The insurance covers the period stated on the insurance certificate, and is valid past the agreed-upon period in the following situations:

- Up to 2 days as a result of unexpected and compelling causes outside the control of the insured.
- Up to 60 days when the extension of the trip is caused by an illness/accident and the insured for medical reasons and on a doctor's orders cannot return home as scheduled.

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.

### 13.6

If the insured purchases the insurance after departure, the following special rules apply:

- a) The policy can only be purchased within two months of departure from Norway.
- b) The policy only comes into force once the Company has received payment, and never before 00.00 hours seven days after the order was placed (ordered Wednesday: comes into force at the earliest at 00.00 hours on the subsequent Wednesday).

### 13.7

Whoever wishes to make a claim against the Company must provide the company with the information he/she has available and that the company needs to consider the claim and pay compensation.

The information must be provided on a claim form that can be found on the Company's homepage [www.gouda.no](http://www.gouda.no).

Whoever provides incorrect or incomplete information during a claims settlement, can lose any claim against Gouda, both under this and other policies; see sections 8-1 and 18-1 of the Norwegian Insurance Contracts Act (FAL).

### 13.8

For any personal injury/illness: Paragraph C of the insurance agreement is an integrated part of these Terms and Conditions.

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

**13.8.2** - Gouda's doctor has the right to search for information about the insured's health status and treatment by doctors or hospitals that have treated the insured, and if necessary discuss the factors that are disclosed to the Company with them. The company guarantees full discretion about such information.

**13.8.3** - The Company is entitled to demand that the insured be examined by Gouda's doctor or a doctor designated by the Company. If the Company deems it necessary to requisition a medical declaration from a second expert, the reason for this shall be provided in writing. In the event of death, the Company has the right to demand an autopsy. In such cases, the company pays all costs related to the above.

### **13.9**

- The insured/beneficiary is obligated to obtain and present the original documentation for expenses or damage he/she seeks compensation for, including original sales receipts, warranties, police receipt, report from the transport company, 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.**

### **13.10**

Expenses for transportation not organized by the Company, are covered at maximum to the costs the Company would have incurred by providing similar transportation, though to a maximum amount corresponding to the fare of a scheduled flight (maximum economy class).

### **13.11**

When a claim is made for expenses connected to a loss related to an insured event, the claim cannot exceed the insured's actual financial expenses. Expenses that are refunded 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 of payments under this policy, Gouda subrogates all the insured's rights in this regard. 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.

### **13.12 The insurance does not cover:**

- a) Claims deliberately caused by the insured/beneficiary while voluntarily intoxicated, or under the influence of drugs, medicine or other intoxicating agent, unless it is proved that the damage is not connected with this; see sections 4-9 and 13-8 of the Norwegian Insurance Contracts Act (FAL). This provision applies to any cover under this policy. If no fraud has been committed in connection with property damage, the Company can nevertheless be ordered partly liable; see section 4-9 of the Norwegian Insurance Contracts Act (FAL).
- b) The insurance does not cover participation in scientific expeditions, unless this is specifically agreed-upon and specified in the insurance certificate.
- c) Indirect losses.
- d) Claims that arise as a direct or indirect consequence of: Strikes, lockouts, arrest, bankruptcy, seizure or other interventions undertaken by a public authority.
- e) Any expense incurred after returning to Norway (however, see section 3.0.c).
- f) Claims that are covered by another policy. This exception does not apply to the accident cover in section 3.0.a) and b).
- g) pilots and co-pilots while flying.
- h) active participation in terrorism, war, uprisings, etc.
- i) damage that is a direct or indirect result of the release of nuclear energy or radioactive forces or radiation from radioactive fuel or waste.
- j) force majeure of any kind.

### **13.13**

If the insured/beneficiary has caused or exacerbated the event through gross negligence, the Company's liability may be reduced or eliminated. This decision shall emphasise the degree of blame, the course of events, whether the insured/beneficiary was voluntarily intoxicated, how the reduction or elimination of the company's liability will affect the person who is entitled to the insurance or other persons who are financial dependent on her/him, and on the general context; see sections 4-9 and 13-9 of the Norwegian Insurance Contracts Act (FAL). The company may not invoke the rules referred to in 13.12 a) and 13.13 if the insured/beneficiary because of age or state of mind could not understand the scope of his/her actions; see sections 4-9, 13-8 and 13-9 of the Norwegian Insurance Contracts Act (FAL).

### **13.14 Cover in the event of war**

The insurance does not cover claims that are the direct or indirect result of war or war-like conditions. However, the insurance does cover up to 30 days from the start of events mentioned in this section when the insured studies or was on holiday in an area that prior to entry was considered peaceful.

The limitations and exemptions in the Terms and Conditions apply to the claim evaluation and the calculation of the compensation.

The Company is not liable for any claims that arise as a result of the breakout of war or serious unrest/uprisings in areas where there was war/unrest when the insured entered the area/country, unless otherwise agreed-upon and specified in the insurance certificate.

### **13.15**

Safety regulations have been stipulated to prevent or limit damage/loss. The safety regulations must be complied with.

In the event of a breach of a safety regulation, the Company's liability may be reduced or eliminated. This limitation does not apply if the insured/beneficiary is not to blame, or only marginally to blame, or if the insured event is not caused by a violation of the safety regulations.

Although the Company has the right to invoke the above limitation regarding a breach of a safety regulation, the Company may still be obliged to assume part liability. When settling a claim, emphasis shall be placed on the type of safety regulation violated, the degree of blame, the cause of event, and whether the insured/beneficiary was in a state of self-induced intoxication, as well as the circumstances in general; see sections 4-8 and 13-9 of the Norwegian Insurance Contracts Act (FAL).

### **13.16**

Complaints related to the policy can be made to the Norwegian Financial Services Complaints Board. Postbox 53 Skøyen, N-0212 Oslo, ph. +47 23 13 19 60.

### **13.17**

Whoever is guilty of fraud against Gouda forfeits all claims to compensation against Gouda in accordance with this and other insurance agreements relating to the same event, and the Company may cancel any insurance agreement with the insured; see sections 4-2, 4-3, 8-1 or 13-2, 13-3 and 18-1 of the Norwegian Insurance Contracts Act (FAL).

### **13.18**

All claims filed with an insurance company are also registered in the insurance companies' central claims register. When registering a claim, the insurance company automatically receives a summary of all claims filed by the same customer, including claims filed with other insurance companies. It is not possible for the Company to obtain information from the register other than when registering a claim. The register is not accessible to others. Registered claims are deleted after ten years. Pursuant to section 18 of the Act relating to

Personal Data Filing Systems, etc., the insured has the right to access this register. To access the register, a written request must be submitted to the insured's insurance company.

### **13.19 Notification deadlines and time limitations**

All claims must be filed with the Company immediately; see sections 4-10 or 1311 of the Norwegian Insurance Contracts Act (FAL). The beneficiary loses the right to compensation if the claim is not reported to the Company within one year of the beneficiary becoming aware of the circumstances upon which the claim is based; see sections 8-5 and 18-5 of the Norwegian Insurance Contracts Act (FAL). The beneficiary's claim is also time-barred pursuant to the provisions in sections 8-6 or 18-6 of the Norwegian Insurance Contracts Act (FAL).

The Company is freed of any liability if the beneficiary has not brought an action or called for a hearing by the appeals board within six months of the day when the Company informed the beneficiary in writing that the Company does not consider itself liable and informed the insured of the deadline, its duration and the consequences of it being exceeded; see sections 8-5, 18-5 and 20-1 of the Norwegian Insurance Contracts Act (FAL).

### **13.20 Choice of law and venue**

**13.20.1** This insurance policy is subject to Norwegian law to the extent that this is not in conflict with the Act on Choice of Law in Insurance, and unless an alternative agreement has been made.

**13.20.2** Legal disputes regarding the insurance agreement will be resolved in Norwegian courts, unless this conflicts with the unalterable rules of current legislation, or unless another agreement has been made.

### **13.21 Other Insurance**

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

### **13.22 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 that 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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