

# Au pair Incoming Norway

Terms and conditions 684.1



**Effective September 2012** 

# Contents

Summary of cover
Terms and conditions
Chapter A: Contact in case of accident/loss
I. Emergency assistance
II. Non acute claims
III. What to do with claims under the insurance
Chapter B: Definitions
Chapter C: Cover

1.	Mandatory cover	5
	- Medical repatriation	5
	- Repatriation of mortal remains	5
	- Summoning	5
	- Medical escort	5
2.	General terms and conditions	5
3.	Optional cover	
	– Annual Travel Insurance	7

# **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

Insurance terms and conditions 684.1

# About Gouda Reiseforsikring

#### Specialists in travel insurance

34444445

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 – au pair in Norway

Cover in NOK	Deductible	Section
250,000	0	1.1.1
250,000	0	1.1.2
25,000	0	1.2
25,000	0	1.3
		2
	250,000 250,000 25,000	250,000         0           250,000         0           250,000         0           250,000         0

# Incoming travel insurance – au pair in Norway Terms and conditions

### Chapter A: Contact in case of accident/loss

## I. Emergency assistance

In the event the insured has been exposed to an acute situation which concerns benefits under this travel insurance, please contact:

#### Gouda's Emergency Centre

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

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

## II. Non acute claims

If you have a claim under your policy, please read the following instructions carefully. Claims forms in Norwegian or English can be downloaded from Gouda's home page (www.gouda.no).

All non-acute claims must be submitted to:

#### Gouda Travel Insurance

Postboks 700 Sentrum NO 0106 Oslo Norway E-mail: skade@gouda.no

# III. What to do with claims under the insurance:

#### Repatriation/summoning/medical escort

In cases concerning an illness or an accidents physicians are available at the Emergency Centre ready to step in to a dialogue with the attending medical practitioner. If non-acute advice and guidance is required before, during or after the journey, inquiries can naturally be directed to Gouda Travel Insurance (Gouda Reiseforsikring).

If the au pair is a citizen within the EEA countries and Switzerland, please note that when travelling within the EEA, a certificate from The Norwegian Health Economics Administration (HELFO), the European health insurance card (Europeisk Helsetrygdkort) must be brought with in order to obtain the right of cover for medical treatment at publicly funded medical facilities according to the host country's laws. For information concerning this, please contact HELFO, (www.helfo.no).

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

# **Chapter B: Definitions**

#### Gouda

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

#### The Insured

- the au pair with working permission by Norwegian authorities, noted on the insurance certificate.

#### Home Country

- the country the insured normally resides.

#### **Host Family**

- the family where the Program participant is staying temporarily as an au pair.

#### Sum Insured

- the amount stated in the Table of Benefits, which is the maximum payable during the entire period of insurance, unless stated otherwise in the policy conditions.

#### **Close Relative**

- brother/sister, parent, grandparent and stepparent.

#### Physician

- an educated and officially authorised physician/doctor not being the insured himself/herself and not being a relative of the insured.

#### Accident

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

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

## **Chapter C: Cover**

#### A. Who the policy covers

The policy covers the au pair, with working permission by Norwegian authorities, noted on the insurance certificate.

#### B. Policy cover and duration

The policy is effective whilst working as an au pair in Norway only.

All coverage commence when the insured leaves his/her home country to travel directly to his/her host family. Coverage will cease upon return to his/her home country, provided the insured travels direct from Norway to the home country. If the insured travels outside Norway after completion of the au pair assignment to a different destination than his/her home country, the cover ceases when the insured departs from Norway.

However, an extra period of cover of up to 14 days directly after completion of the au pair assignment shall apply, provided that this period is spent in Norway and that the insured is not employed during this period.

If the working permission or employment has been terminated, the policy will cease to cover after 14 days. The Insured must then contact Gouda Travel Insurance for applying alternative policies.

## 1. Basic cover – Mandatory

#### 1.1 Repatriation

**1.1.1** Medical Repatriation. Gouda will pay the costs of transportation of the insured back to the home country, after consulting Gouda's physician, when such transportation is medically necessary as a result of personal acute illness/accident and the insured can no longer carry out the work for the host family, or Gouda's physician, after the insured's acute treatment is over, has determined that repatriation of the insured is necessary. If the insured is not willing to be repatriated, the insurance cover is limited to the maximum costs of the above mentioned determined transport.

The insurance does not cover cost of repatriation when :

- repatriation transport has not been approved by Gouda
- repatriation is initiated due to social problems or minor illness/ accident
- expenses in connection with repatriation arranged by the insured that would not have incurred if Gouda had arranged the repatriation

• expenses incur because the policyholder does not follow the instructions given by the attending medical practitioner or Gouda's physician.

**1.1.2** Repatriation of mortal remains. In case of death, Gouda will pay all expenses for transport of the deceased, including his/her personal belongings, to the Home country including expenses in connection with any statutory requirements for such transport.

#### 1.2 Summoning

Gouda will pay extra travelling expenses for economy class tickets for up to two close relatives, including hotel expenses, if medical opinion holds it necessary for the insured to be visited as a consequence of him/her suffering an accident or illness which constitutes a danger to his/her life.

The indemnification under this section in respect of hotel expenses will be limited to NOK 1.000 per day for a maximum of 15 days.

#### 1.3 Medical escort

Gouda will pay extra travelling expenses for one close relative, including hotel expenses, if medical opinion holds it necessary for the insured to be escorted during the medical repatriation home as a result of a serious illness or accident.

## 2. General terms and conditions

The below mentioned conditions and exceptions apply for all the policy benefits.

#### 2.1

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

#### 2.2

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

#### 2.3 For every injury:

**2.3.1** Gouda's physician has the right to seek information about the insured's health and treatment from physicians or hospitals that have treated the insured and, if necessary, to discuss the conditions

as informed to Gouda with them. Gouda guarantees full discretion for such information.

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

**2.3.3** It is a condition for coverage that the clauses described in Chapter A, "Conditions in case of accident" are observed. These conditions form an integrated part of the policy conditions.

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

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

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

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

#### 2.4 The insurance does not cover claims:

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

#### 2.5 The insurance does not cover:

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

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

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

**2.5.4** The insurance does not cover damage occurring directly or indirectly as a consequence of usage or handling of radioactive material, or nuclear energy.

**2.5.6** Force Majeure of any kind.

#### 2.6

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

# 2.7 Notification time limits and statutory imitations:

**2.7.1** Loss/damage shall be reported to Gouda without delay, see FAL §§ 4-10 or 13-11. The the insured person loses the right to compensation should the claim not be reported to the company within a year of the insured learning of the conditions which form its basis, see FAL §§ 8-5 or 18-5.

**2.7.2** The the insured person's claim may also expire according to the provisions in FAL §§ 8-6 or 18-6.

**2.7.3** Gouda is freed from liability if the the insured person has not lodged a claim or demanded a tribunal hearing within six months of the insured receiving written notification that the company does not regard itself as liable and where he or she is concurrently reminded of the time limit, when the time limit falls, and the consequence of exceeding it, see FAL §§ 8-5, 18-5, 20-1.

#### 2.8

Complaints regarding the policy or the claims handling, can be sent to Finansklagenemnda, P.o box 53 Skøyen, 0212 Oslo. Legal proceedings against Gouda must be instituted by the Oslo City Court (Oslo Tingrett).

#### 2.9

Any person guilty of deception against Gouda loses all right of compensation from Gouda under this and other insurance contracts in the matter of the same occurrence, and Gouda may cancel any and every insurance contract with the insured, see FAL  $\xi\xi$  4-2, 4-3, 8-1 or 13-2, 13-3 and 18-1.

#### 2.10 Other Insurance

If, at the time that loss or damage insured by this certificate shall occur, there is any other insurance against such loss or damage or any part thereof, the underwriter shall be liable under this certificate for its proportional share of loss or damage only. (This provision applies in circumstances where the case is decided according to foreign law).

# 3. Optional cover – Annual Travel Insurance

If optional Annual Travel Insurance is purchased, the following terms and conditions apply:

• Annual Travel Insurance

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

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

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