



# Business FLEX Super

Insurance terms and conditions Business FLEX Super 676.5 (NO)

Applicable from 1 January 2023

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## Do you need help?

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

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

## Gouda Alarm Centre

A.C. Meyers Vænge 9, 2450 Copenhagen SV Denmark

Tel. +45 33 15 60 60

fax: +45 33 15 60 61

email: [alarm@gouda.dk](mailto:alarm@gouda.dk)

## Claims

Claims department +47 24 14 45 70

[skade@gouda.no](mailto:skade@gouda.no)

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

# Summary of coverage Business FLEX Super

SUPER	Business trips	Holiday and leisure trips	See section
	Single person	Single person (per insured person) / Total sum for a family	
<b>Illness/injury – treatment while travelling</b>			4.
- Medical expenses – doctor, medication etc.	Unlimited	Unlimited	
- Hospital stay	Unlimited	Unlimited	
- Dental treatment following serious dental injury	Unlimited	Unlimited	
- Phone expenses	1,000	1,000	
- Repatriation	Unlimited	Unlimited	
- Call-out	Unlimited (2 persons)	Unlimited (2 persons)	
- Holiday compensation	0	7,500	
- Lost holiday days	0	100,000 per insured person	
- Return journey back to destination	Unlimited	10,000 per insured person	
- Interrupted holiday trip – sole travel companion	0	100,000	
- Replacement by colleague	Unlimited	0	
- Modification of car or home	100,000	100,000 per insured person	
- Recruitment	40,000	40,000 for the employee	
- Adaptation of workplace	40,000	40,000 for the employee	
<b>Luggage</b>	Unlimited	Unlimited	5.
- Employer's property	20,000	20,000 for the employee	
- Valuables – compensated collectively per loss event	40,000	40,000 per claim	
- Bicycle with mounted accessories in country of residence	5,000	5,000 / 25,000	
outside country of residence	25,000	25,000 / 40,000	
- Cash, gift vouchers and equivalent	5,000	5,000 / 10,000	
- Keys	4,000	4,000 per claim	
- Travel documents	20,000	20,000 per insured person	
- Other luggage – per item	40,000	40,000	
- Sports and leisure equipment rented on the trip	10,000	10,000 per claim	
<b>Delays</b>			6.
Delayed/missing luggage	10,000	5,000 / 25,000	
Delayed luggage due to delayed flight	1,000	1,000 / 5,000	
Delayed means of transport	30,000	30,000 / 75,000	
- Delayed collection of rental car	10,000	10,000 per claim	
- Lost event/ accommodation	0	5,000 per insured person	
<b>Personal safety</b>			7.
Evacuation	Unlimited	Unlimited	
- Lost holiday due to evacuation	0	15,000 per insured person	
- Detention by authorities	70,000	70,000	
- Psychological first aid	25,000	25,000 / 50,000	
Deprivation of liberty			
- Compensation	20,000	20,000	
- Consultancy services	500,000	500,000	
- Total sum insured per incident 2,500,000			
- Rescue mission	200,000	200,000	
<b>Veterinary expenses</b>	5,000	5,000 per claim	8.
<b>Cancellation</b>	200,000	200,000 / 300,000	9.
<b>Trips organised and paid for by the business – see terms and conditions</b>			
<b>Deductible for rental car</b>	50,000	50,000 per claim	10.
<b>Deductible for damage to own car or home</b>	10,000	10,000 per claim	
<b>Accidents</b>			11.
- Death	Adult	300,000	300,000 per insured person
	Child	100,000	100,000 per insured person
- Medical disability	Adult	300,000	300,000 per insured person
	Child	500,000	500,000 per insured person
Expenses for treatment after repatriation		25,000	25,000 per insured person
Taxi, place of work/place of treatment		10,000	10,000 per insured person
Fractures		5,000	5,000 per insured person
<b>Liability</b>	15,000,000	15,000,000	12.
<b>Legal assistance</b>	100,000	100,000	13.

**Merk:** In the event of conflict, the amounts stipulated in the insurance certificate take precedence over the amounts stipulated in the terms and conditions. The insurance certificate will state whether any deviations from the coverage have been agreed.

# 1. Safety precautions

## - what you must do to prevent loss/damage

Also applicable to spouse or cohabitant (Section 4-11 of the Insurance Contracts Act)

- Luggage/belongings must be properly secured against theft
- Valuables (photo/video/computer equipment and other electronic/optical equipment, mobile phones, watches and jewellery) and cash left in a motor vehicle/boat/caravan must be stored out of sight in a separate locked storage compartment
- Luggage must be securely and appropriately packed to withstand transportation
  - PCs/laptop computers/tablets brought onto a helicopter must be kept in a hard case
- The carrier's rules must be complied with when luggage is sent
- The following must not be sent as checked-in luggage:
  - photo/video/computer equipment and other electrical, electronic and optical equipment
  - jewellery, smart watches/watches, cash and documents with cash value
  - bottles, breakable objects, perishable goods and medication
- The carrier's rules concerning attendance time must be complied with.
- For trips beginning at an offshore installation, at least 72 hours must be allowed between the planned time of arrival at the heliport and the time of departure for the next trip

The right to compensation may otherwise lapse in whole or in part (Section 4-8 of the Insurance Contracts Act).

## Deadline for reporting claims

Claims must be reported to Gouda within one year of the insured person/the person entitled to compensation becoming aware of the circumstances giving grounds for the claim. The right to compensation may otherwise lapse.

## Complaints

If you are unhappy with any aspect of your insurance, you can contact

- Gouda/Gjensidige's customer ombudsman
- The Norwegian Financial Services Complaints Board (Finansklagenemnda)

## 2. Definitions

### Gouda

Gouda Travel Insurance is part of the Gjensidige Group.

The insurer is Gjensidige Forsikring ASA, org. no 995 568 217.

### Sole travel companion

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

### Family

When the insurance covers family, the following are included:

- spouse or cohabitant
- their children – joint children, children from previous relationships and foster children – until they turn 21

It is a condition that the child has the same residential address in the Norwegian National Population Register as one of the parents.

Children born to a surrogate mother are insured from the time they are finally discharged from hospital.

Adoptive children are covered from the time at which actual responsibility for the care of the child is transferred.

### Insured person

The individual whose life and health this policy relates to.

### Policyholder

The individual who enters into the insurance contract with the company.

### Immediate family

- spouse or cohabitant
- children, step children, foster children and daughters/sons-in-law
- parents, step parents, foster parents and parents-in-law
- siblings and brothers/sisters-in-law
- grandparents and grandchildren, great grandparents and great grandchildren

### Cohabitant

By 'cohabitant' is meant a person with whom the insured person lives in a marriage-like relationship at a joint address registered in the population register.

### Insured person

The individual who, under an insurance contract for general insurance, is entitled to compensation or the sum insured. In liability insurance, the insured person is the individual whose liability in damages is covered.

### Business trip

A trip under the auspices of the employer that under the rules triggers a per diem allowance, and where more than 50% of the trip's total duration is related to business. The insurance covers short day trips under the auspices of the employer and natural leisure time during the business trip.

#### Note:

Holiday trips made in connection with a business trip, either before, during or at the end of the trip, are only covered if the insured person has also purchased holiday and leisure coverage. Natural leisure time during the business trip is covered.

### 3. Travel insurance – Business Flex Super

Covered	Not covered
<p><b>3.1 Who does the insurance policy cover?</b></p> <p>Persons specified in the insurance certificate who are members of one of the Nordic national insurance schemes with full entitlements, have a permanent address (registered in the population register) and live in the Nordic region at least six months of the year.</p> <p><b>Business travel insurance:</b></p> <ul style="list-style-type: none"> <li>• The policyholder’s employee(s)</li> </ul> <p><b>Holiday and leisure insurance:</b></p> <ul style="list-style-type: none"> <li>• The employee</li> <li>• The employee and his/her family if family coverage is selected</li> </ul> <p>When holiday and leisure coverage for families has been selected, the insurance also applies to</p> <ul style="list-style-type: none"> <li>• grandchildren and great grandchildren under the age of 21 who are going to travel or are travelling alone with the insured person</li> <li>• au pairs/babysitters employed by the family and accompanying them on the trip</li> </ul>	<ul style="list-style-type: none"> <li>• A cohabiting partner covered by the policy does not have the same rights as a spouse when it comes to payment of death compensation. If no beneficiary has been specified, the claim shall be paid to the insured person’s heirs under the law, cf. Section 15-1 of the Insurance Contracts Act.</li> </ul>
<p><b>3.2. Where does the insurance policy apply?</b></p> <ul style="list-style-type: none"> <li>• The whole world – for trips that start and end at the residential address or workplace in the Nordic region.</li> </ul> <p>In the case of commuters, pupils, students and conscripts in the Nordic region who live at a temporary address different to that registered in the population register, both addresses are considered their residential address.</p> <p>The insurance covers the employee’s trips to and from an offshore installation, vessel or similar.</p>	<ul style="list-style-type: none"> <li>• At the residential address</li> <li>• At the place of work or study, in kindergarten etc.</li> <li>• In countries/areas of war/unrest for which official travel advice has been issued by the Norwegian Ministry of Foreign Affairs, unless extended coverage has been agreed. See also General Terms and Conditions</li> <li>• During stays on a vessel/offshore installation if this is the employee’s normal place of work</li> <li>• On shore leave, unless holiday and leisure coverage has been selected</li> <li>• On trips and expeditions requiring special planning and equipment in the following areas             <ul style="list-style-type: none"> <li>- Greenland: crossing the Greenland ice sheet</li> <li>- The Himalayas: at altitudes above 4,500 metres</li> <li>- The Arctic/Antarctic</li> </ul> </li> </ul>

## Covered

## Not covered

### 3.3 What is insured?

#### What type of trips?

The insurance certificate specifies whether the insurance only covers business trips or business, holiday and leisure trips.

The insurance is valid on all trips with a duration of up to 90 days, unless otherwise specified in the insurance contract.

An extended coverage period can be agreed prior to departure.

The duration of the trip is reckoned from the day the person leaves his/her residential address / place of work in the Nordic region and until they have returned to the same place.

For seafarers travelling after signing off, the duration of the trip is reckoned from the time the employee leaves the ship after signing off. It is a prerequisite for the validity of the insurance that it is paid prior to departure or by the date specified in the payment notice at the latest.

Accident coverage – if selected and included in:

- the business travel insurance – the coverage is only valid on business trips (travel accident)
- holiday and leisure insurance – the coverage is valid round the clock, regardless of whether or not you are travelling. Sums insured are stated in the coverage overview and in the terms and conditions

- Items imported to Norway in contravention of applicable customs and tax rules. This applies regardless of when the item was imported.
- On holiday and leisure trips, the insurance does not cover expenses incurred in a country/area for which the Norwegian Ministry of Foreign Affairs has issued official travel advice, and that can be linked to the situation the travel advice concerns
- Financial loss that cannot be documented
- Financial loss or damage that is directly/indirectly due to strike, other labour disputes or bankruptcy
- Other financial loss
- Expenses that others are obliged to reimburse
- Expenses for
  - search and rescue missions not triggered by acute illness or accidental injury
  - recovery/repatriation of motor vehicle or boat
- Injury caused by engaging in
  - parachuting from fixed objects
  - boxing
  - uncertified underwater diving
- Injury/damage caused by
  - voluntary participation in fights
  - committing or aiding and abetting criminal acts
- Holiday trips made in connection with a business trip – either before, during or at the end of the trip – are only covered if the insured person has also purchased holiday and leisure coverage.
- The holiday and leisure insurance does not cover accidental injuries that occur on a business trip and are covered by the travel accident coverage. Compensation will not be paid twice for one and the same injury/damage



## 4. Illness/injury – treatment while travelling

Covered	Not covered
<p><b>4. Illness/injury</b></p> <p>In the event of unexpected acute illness or injury that arises and must be treated during the trip, the insurance covers the following necessary additional expenses:</p> <p><b>Treatment</b></p> <ul style="list-style-type: none"> <li>• doctor’s appointment and prescribed medication</li> <li>• Eyr Online Doctor* on business trips and holiday trips outside the country of residence – for less serious injuries and illness</li> <li>• dentist** – outside country of residence, for treatment and prescribed medication following serious accidental injury</li> <li>• hospital stays**</li> <li>• physiotherapy and chiropractic treatment prescribed by a doctor</li> <li>• crisis therapy in connection with acute mental crisis**</li> <li>• necessary phone calls in connection with serious illness/injury</li> </ul> <p><b>Transport and overnight stays</b></p> <ul style="list-style-type: none"> <li>• The insurance covers <b>transport</b> to/from the place of treatment <ul style="list-style-type: none"> <li>- transport by ambulance</li> <li>- air ambulance, if approved by Gouda</li> <li>- taxi</li> <li>- using own car, NOK 3.50 per km</li> </ul> </li> </ul> <p>When necessary** for medical reasons in connection with the insured person’s unexpected and acute illness, accidental injury or death, the insurance covers the following:</p> <ul style="list-style-type: none"> <li>• <b>repatriation</b> to the residential address or agreed place of treatment in a country of residence in the Nordic region. <ul style="list-style-type: none"> <li>In the event of death abroad, funeral service/burial in the location may be covered by up to NOK 50,000 instead of repatriation</li> </ul> </li> <li>• travel companion/escort – travel and accommodation for one person</li> <li>• rejoining the planned travel route</li> <li>• extended stay on doctor’s orders**</li> </ul> <p><b>Curtailement**</b> due to:</p> <ul style="list-style-type: none"> <li>• serious and unexpected illness, accident or death in the immediate family (see definitions) that occurred after the trip started</li> <li>• serious damage to own home or place of business that requires the insured person’s presence</li> </ul> <p><b>Call-out**</b></p> <p>In the event that the insured person suffers a serious medical condition, the insurance covers travel expenses equivalent to travel from the Nordic region and accommodation for up to two people.</p>	<p>Expenses due to:</p> <ul style="list-style-type: none"> <li>• illness or injury that was known prior to departure if <ul style="list-style-type: none"> <li>-a need for treatment has already been established</li> <li>-deterioration or complications are highly likely</li> </ul> </li> <li>• treatment of chronic or known illness that within the last two months prior to departure has led to: <ul style="list-style-type: none"> <li>-hospitalisation</li> <li>-assessment/treatment by a doctor that is not part of a normal check-up</li> <li>-changes in medication</li> </ul> </li> <li>• treatment as a result of use/abuse of alcohol, medication or narcotic substances. This limitation does not apply to children under the age of 16</li> <li>• cosmetic treatment or surgery</li> <li>• childbirth after the 37th week of pregnancy</li> <li>• dental and periodontal disease or injury from chewing (normal dental treatment)</li> <li>• continued treatment at the destination when the treating physician, in consultation with Gouda/the Alarm Centre doctor, considers it advisable to arrange transport home</li> <li>• recovery and convalescent stays</li> <li>• early return in connection with the end stage of a very serious illness, when the illness was diagnosed before departure</li> </ul> <p><b>Expenses</b></p> <ul style="list-style-type: none"> <li>• incurred after repatriation</li> <li>• arising at the place of work in the Nordic region</li> <li>• for treatment at private clinics in the Nordic region</li> </ul>



**Covered**

**Not covered**

**4. Illness/injury, cont.**

**Interrupted holiday trip**

● **Holiday compensation – trips of up to five weeks’ duration**

In the event of acute illness or injury that leads to:

- bed rest following treatment or examination by a doctor in the location
- hospitalisation

compensation of NOK 750 per day is granted from and including the date of the first doctor’s appointment/hospital admission, for up to ten days per trip.

● **Lost holiday days**

If you need to return home sooner than planned due to repatriation or curtailment as described above, the insurance covers lost holiday by up to NOK 2,000 per day per insured person. Compensation is granted for prepaid expenses for transport and accommodation, courses and conferences, in proportion to the point at which the planned holiday was interrupted. For transport using your own car, a total of NOK 3.50 per km is reckoned (with own leisure craft: NOK 5 per nautical mile) for a return journey between the residential address and the place where the trip was interrupted.

- When compensation is paid for interrupted holidays, prepaid tickets for individual events (football match, concert etc.) that were not used due to the illness/injury are also covered by up to NOK 2,000 per insured person. Theme trips are not considered events
- If your sole travel companion or a member of their family (see definitions) is struck by unexpected acute illness or accidental injury, the insurance covers the following
  - additional expenses for accommodation, rejoining the planned travel route and repatriation

**Return journey**

- **Business trip** - reasonable and necessary expenses for return trip within two months to the place the stay/trip was interrupted
- **Holiday and leisure trips** – the insurance covers transport expenses for one journey back to the holiday destination within the planned travel period

**Replacement by colleague – business trip**

The policy covers reasonable travel expenses for one colleague to replace the insured person after repatriation or hospitalisation in connection with business travel for reasons warranting compensation.

**Covered**

**Not covered**

**4. Illness/injury, cont.**

\*) The Online Doctor service is provided in collaboration with Eyr Medical.

To use the service, download the app 'Eyr' from App Store or Google Play and register using the code you received in the email from us.

\*\*\*) Requires prior approval from Gouda or the 24-hour Alarm Centre

**Adaptation of car or home**

The policy covers adaptation or modification of the insured person's car or home at the address registered in the population register due to an illness or accidental injury that occurred during a trip. The costs must have been incurred within one year of the illness or accidental injury.

**Recruitment expenses**

If a permanent employee (member of the organisation) dies as a result of an illness or accidental injury during a trip, the insurance covers reasonable recruitment costs or expenses for a temporary replacement for up to three months after the accident.

**Adaptation of workplace**

If a permanent employee (member of the organisation) is struck by illness or suffers an accidental injury during a trip which leads to loss of functioning in the upper or lower extremities, or impaired vision, the insurance covers reasonable and necessary adaptation of the employee's workplace.

# 5. Luggage

Covered	Not covered
<p><b>5. Luggage</b></p> <p><b>In the event of loss or damage caused by:</b></p> <ul style="list-style-type: none"> <li>● theft, robbery or vandalism (cf. Sections 321, 327 and 351 of the Penal Code)</li> <li>● fire</li> <li>● water damage – sudden and unforeseen               <ul style="list-style-type: none"> <li>- leakage from the building’s pipes</li> <li>- water intrusion to the building from the ground or terrain</li> </ul> </li> <li>● natural disaster (landslide/avalanche, hurricane, flood, storm surge, earthquake and volcanic eruption)</li> <li>● collision, run-off-the-road accident and rollover               <ul style="list-style-type: none"> <li>- on a public road, using a motor vehicle, bicycle<sup>1)</sup>, electric bicycle and electric scooter</li> <li>- on a snowmobile</li> </ul> </li> <li>● grounding, collision or capsizing of a boat</li> <li>● transport – damage to or loss of checked-in luggage, documented by carrier</li> <li>● lost property in connection with a personal injury requiring immediate treatment by a doctor/in hospital</li> <li>● damage inflicted by animal(s), compensation will be paid for luggage, i.e. personal belongings brought for personal use on the journey. This includes:</li> <li>● items brought from the residential address and items borrowed from a private individual or rented, for which you are liable in accordance with a rental agreement</li> </ul> <p><b>Special rules and amount limits apply as follows:</b></p> <ul style="list-style-type: none"> <li>● For employees of the insured enterprise, the employer’s property is covered in accordance with the coverage overview, but comes in addition to the amount limits set for personal luggage</li> <li>● Valuables (photo/video/computer equipment and other electronic/optical equipment, mobile phones, watches and jewellery)</li> <li>● Theft of / damage to bicycles<sup>1)</sup>/bicycle trailers and electric bicycles with mounted accessories               <ul style="list-style-type: none"> <li>- in country of residence, but outside the municipality in which you live, work or study – NOK 5,000 per claim per person</li> <li>- outside country of residence – NOK 25,000 per claim per person, maximum NOK 40,000 for a family</li> </ul> </li> <li>● Cash, gift vouchers and equivalent</li> <li>● Keys: Compensation of up to NOK 4,000 per loss event is paid for replacement or reprogramming of lost or damaged keys, electronic keys, gate openers etc.</li> <li>● Travel documents/passport to be replaced during the trip</li> <li>● Other luggage, maximum per item: NOK 40,000</li> </ul>	<ul style="list-style-type: none"> <li>● Items belonging to the enterprise, when used by a person insured as a member of an organisation</li> <li>● Motor vehicles, trailers and boats, keys, accessories and equipment related thereto. Kayaks and canoes are not considered boats in this context</li> <li>● Driving/safety equipment for the driver or passengers of motor vehicles when used or stored together with the vehicle</li> <li>● Electric bicycles capable of reaching greater speeds than 25 km/h with engine power</li> <li>● Bicycles<sup>1)</sup>/bicycle trailers and electric bicycles in the municipality in which you live, work or study</li> <li>● Luggage that is lost or misplaced</li> <li>● Items rented during the stay (e.g. bicycle or skiing equipment)</li> <li>● Damage sustained during competitions/races</li> <li>● Loss in the event of embezzlement (cf. Section 324 of the Penal Code), fraud (e.g. misuse of bank or credit card) or illegal acquisition of stolen goods</li> <li>● Vandalism caused by members of the same household</li> <li>● Damage inflicted by birds, insects or your own animals</li> <li>● Scratches, marks and cosmetic damage</li> </ul> <ul style="list-style-type: none"> <li>● For rented sports and leisure equipment, the following applies in addition:               <ul style="list-style-type: none"> <li>- Damaged objects that are not returned to the provider</li> <li>- Rented city bikes / electric scooters</li> <li>- Accessories to the rented objects if only such accessories are damaged or lost</li> </ul> </li> </ul>

<sup>1)</sup> By bicycle is also meant small electric vehicles such as electric scooters, Airwheel and ClassyWalk boards and Segways

## 5. Luggage

Covered	Not covered
<b>5. Luggage, cont.</b>	
<ul style="list-style-type: none"><li>• Sports and leisure equipment rented on the trip. In the event of claims from the provider following loss or damage, the insurance covers up to NOK 10,000 per claim. It must be possible to document the claim and the cause of the loss/damage.</li></ul>	

# 6. Delays

Covered	Not covered
<p><b>6. Delays</b></p> <p><b>6.1 Delayed/missing luggage</b> Expenses for the purchase/rental of necessary clothing and equipment to replace what is missing for the period during which the checked-in luggage is delayed/missing.</p> <p>The following is also covered: If a delayed flight en route to the destination leads to an overnight stay without access to checked-in luggage, the insurance covers up to NOK 1,000 per person.</p> <p>The amount of compensation for a family is limited to NOK 5,000.</p> <p>The delay must be confirmed by the carrier (PIR report) and it must be possible to document the purchases.</p>	<ul style="list-style-type: none"> <li>• Delayed/mistaken luggage on arriving home</li> </ul>
<p><b>6.2 Delayed means of transport</b> When the means of transport you are taking or have planned to take is delayed by 1.5 hours or more due to</p> <ul style="list-style-type: none"> <li>• weather conditions</li> <li>• an act of terrorism or threat of same</li> <li>• technical fault</li> <li>• emergency landing</li> <li>• a traffic accident, for private vehicles – if vehicle recovery is required, the insurance covers necessary additional expenses</li> <li>• incurred for travel/accommodation in order to rejoin the planned travel route using public means of transport</li> <li>• to change your pre-paid rental car agreement, if you miss the agreed pick-up time</li> </ul> <p><b>Delayed arrival on holiday/leisure trip</b> If a delay as mentioned above causes you to arrive at your destination at least eight hours later than planned, the insurance covers one pre-paid event and/or pre-paid overnight stay.</p> <p>The delay must have taken place or notice of it must have been given after you started the relevant leg of the journey, and it must be possible to obtain written confirmation of this from the tour operator/transport company or vehicle recovery service. It must be possible to document the expenses.</p>	<ul style="list-style-type: none"> <li>• Travel expenses that the carrier/tour operator is obliged to reimburse</li> <li>• Delayed transport caused by a shortage of personnel</li> <li>• Rental car upgrade</li> </ul>

# 7. Personal safety

Covered	Not covered
<p><b>7. Personal safety</b></p> <p><b>7.1 Evacuation</b>            In the event of war/serious unrest, acts of terrorism, natural disasters or epidemics/pandemics occurring when travelling outside Norway.</p> <p>If the Norwegian Ministry of Foreign Affairs or the local authorities issue official advice for travellers to leave the area/country, the insurance covers necessary additional expenses (travel and accommodation) for transport to the residential address in Norway, alternatively to the nearest safe destination – by up to the same amount.</p> <p>Prior approval must be obtained from Gouda or the 24-hour Alarm Centre. Holiday days lost as a result of evacuation are covered and compensated by up to NOK 2,000 per day for each insured person for prepaid expenses for transport and accommodation, in proportion to the point at which the planned holiday was interrupted.</p>	<p>Expenses for evacuation if the insured person entered the area after the situation in question arose or became known.</p>
<p><b>7.2 Detention</b>            If the insured person is detained by the public authorities of a country as a result of war or the risk of war, the insurance will cover paid and documented additional expenses for up to three months for</p> <ul style="list-style-type: none"> <li>• accommodation and domestic transport, limited to NOK 25,000</li> <li>• food, limited to NOK 500 per day</li> </ul>	
<p><b>7.3 Psychological treatment after repatriation</b>            If the insured person or any of his/her travel companions, during a trip:</p> <ul style="list-style-type: none"> <li>• is seriously injured in an accident</li> <li>• is the victim of robbery, assault, rape, a natural disaster or other serious sudden and unforeseen event</li> </ul> <p>and the insured person, after returning home, still needs treatment by a psychologist/psychiatrist, the insurance covers necessary treatment of up to 10 hours for up to 2 years after the incident occurred.</p>	

Covered	Not covered
<p><b>7. Personal safety, cont.</b></p>	
<p><b>7.4 Deprivation of liberty</b></p> <p><b>Compensation</b></p> <p>If the insured person is the victim of unlawful deprivation of liberty in the form of</p> <ul style="list-style-type: none"> <li>• a kidnapping</li> <li>• hijacking (of plane, train or motor vehicle/vessel) or</li> <li>• being taken hostage<sup>1</sup></li> </ul> <p>compensation of NOK 3,000 is paid for each whole day that the insured person was retained against his/her will.</p> <p>Compensation is limited to NOK 20,000 per loss event.</p>	<p>Injuries that are directly or indirectly related to:</p> <ul style="list-style-type: none"> <li>• kidnapping/hostage-taking in the country in which the insured person has his/her residential address</li> <li>• Kidnapping that takes place in Colombia, Mexico, Iraq, Nigeria or the Philippines</li> <li>• Minors being kidnapped by their parents</li> </ul>
<p><b>Consultancy services</b></p> <p>The insurance covers necessary and reasonable fees and expenses to resolve the above-mentioned incidents, including, but not limited to, travel, accommodation, qualified interpreters, communication and payment of informants.</p> <p>The advisers/consultants must be approved by Gouda in advance.</p> <p>The amount of compensation is limited to NOK 2,500,000 for everyone insured with Gouda who are affected by one and the same incident.</p>	
<p><b>7.5 Rescue mission</b></p> <p>For rescue missions triggered by acute illness or accidental injury (see Clause 11), the insurance covers reasonable and necessary expenses for an organised search mission.</p>	

<sup>1</sup>) Hostage – involuntary deprivation of freedom by any person(s) acting as agent(s) for or with the implicit approval of any government or government body, or acting on behalf of any rebellious party, organisation or group.



## 8. Veterinary expenses

Covered	Not covered
<p data-bbox="102 562 475 600"><b>8. Veterinary expenses</b></p> <p data-bbox="102 613 724 745">If the insured person's pet brought along on a trip outside the Nordic countries, but within Europe, suffers acute illness or accidental injury and requires treatment by a veterinary, the insurance covers necessary and documented expenses.</p> <p data-bbox="102 786 663 846">The animal must have ID marking and be vaccinated in accordance with the applicable rules in the EU/EEA.</p>	<p data-bbox="810 613 1430 674">The insurance does not cover veterinary expenses for animals travelling to</p> <ul data-bbox="810 719 1123 813" style="list-style-type: none"><li data-bbox="810 719 1050 745">• participate in shows</li><li data-bbox="810 752 1123 779">• participate in competitions</li><li data-bbox="810 786 1050 813">• be used for breeding</li></ul>

# 9. Cancellation

Covered	Not covered
<p><b>9. Cancellation</b></p> <p><b>If a trip must be cancelled due to:</b></p> <ul style="list-style-type: none"> <li>● unexpected and acute illness, accidental injury or death affecting:           <ul style="list-style-type: none"> <li>- the insured person, the insured person's sole travel companion or a member of their immediate families (see the definitions)</li> <li>- a key person the insured person is dependent on in order to travel (child minder, replacement etc.) or to complete the journey (tour guide/captain etc.)</li> <li>- one or more of your travel companions when up to six people have purchased a trip together – the illness/injury must be certified by a doctor and must be a serious obstacle to the insured person travelling</li> <li>- the person the insured person is meeting, so that the purpose of the business trip lapses</li> </ul> </li> <li>● serious damage to own home or place of business that requires the insured person's presence</li> <li>● an act of terrorism or other serious incidents at the destination and where, on the day of departure, official travel advice has been issued by the Norwegian Ministry of Foreign Affairs advising against all travel to the area to which you are planning to travel</li> <li>● that the insured person, the insured person's spouse/cohabitant or children, or your sole travel companion is called as a witness, jury member or lay judge in a court case</li> </ul> <p>that arises after the trip has been prepaid in whole or in part and before the planned departure from the residential address, the insurance covers prepaid expenses for travel, accommodation and leased objects directly related to the cancelled trip.</p> <p>When compensation is paid for a cancelled trip, prepaid tickets for individual events (football match, concert etc.) are also covered. Theme trips are not considered events.</p> <p>For trips organised and paid for by the enterprise, the insurance covers cancellation costs (travel and accommodation) for the employee or employees struck by illness/injury as specified in the terms and conditions.</p> <p>The total compensation for this type of trip is limited to NOK 300,000 for all participants.</p>	<p><b>Cancellation because of:</b></p> <p>a hospital stay/treatment that lasts longer than expected</p> <ul style="list-style-type: none"> <li>● treatment, surgery or rehabilitation stay that was planned/envisioned before the trip was paid in full or in part</li> <li>● childbirth after the 37th week of pregnancy</li> <li>● official travel advice advising against travel to the destination, if travel advice relating to the same incident or situation had been issued when the trip was paid for</li> <li>● the purpose of the trip no longer applying</li> </ul> <p><b>The following:</b></p> <ul style="list-style-type: none"> <li>● direct and indirect taxes that others are obliged to reimburse</li> <li>● fixed annual costs of timeshare ownership, renting a cabin or other property, camp/boat site etc.</li> <li>● expenses relating to travel and accommodation you have paid for on behalf of or given as a gift to anyone other than the person(s) the insurance covers</li> <li>● trips paid for before the insurance policy entered into force, unless the insurance policy was transferred from another company and was valid when the trip was purchased</li> <li>● travel to countries/areas of war/unrest for which official travel advice has been issued by the Norwegian Ministry of Foreign Affairs, unless extended coverage has been agreed</li> <li>● travel expenses paid using bonus points/cash points</li> <li>● financial loss over and above that mentioned</li> </ul>

# 10. Deductible for rental car, own car or home

Covered	Not covered
<p><b>10. Deductible for rental car, own car or home</b></p> <p><b>10.1 Rental car – deductible claim from the rental company</b>            In the event of damage to or theft of a car rented on a holiday trip with at least one overnight stay, the insurance covers the deductible required by the rental company (see sum in the coverage overview).</p> <ul style="list-style-type: none"> <li>● <b>On business trips</b>                In the event of damage to or theft of a car rented on a business trip, the insurance covers the deductible required by the rental company</li> <li>● <b>On holiday and leisure trips</b>                In the event of damage to or theft of a car rented on a holiday trip with at least one overnight stay, the insurance covers the deductible required by the rental company.</li> </ul> <p>The claim must be in accordance with contract with the rental company and be possible to document.</p>	<p><b>Deductible for damage to</b></p> <ul style="list-style-type: none"> <li>● a leased car or subscription car</li> <li>● a car rented through a car pool or a car sharing service</li> <li>● a rental car used to replace the insured person's own car while undergoing service/repair</li> </ul>
<p><b>10. 2 Deductible in the event of damage to own car or home</b>            If damage warranting compensation occurs when you are travelling with at least one overnight stay and affects</p> <ul style="list-style-type: none"> <li>● your private passenger car that has been left unused at home or in a paid carpark in the Nordic region</li> <li>● your permanent residence in the Nordic region (at the address registered in the population register)</li> </ul> <p>the insurance will cover the deductible deducted from the amount of compensation (see sum in the coverage overview).</p>	<ul style="list-style-type: none"> <li>● Damage covered by the car's legal assistance insurance</li> <li>● Interruption coverage</li> <li>● Loss of bonus</li> <li>● Rental car expenses</li> </ul>

# 11. Accidents

Covered	Not covered
<p><b>11. Accidents</b></p> <p><b>11.1</b></p> <ul style="list-style-type: none"> <li>• Medical disability</li> <li>• Death</li> <li>• Expenses for treatment after repatriation, including dental treatment, in the event of accidental injury warranting compensation, for up to two years from the injury date.</li> </ul> <p>For children under 20 years of age, the insurance covers dental treatment performed by the end of the calendar year in which the insured person turns 22, when this is not covered by the public purse.</p> <p><b>Transport between place of work and place of treatment</b></p> <p>If the insured person has been admitted to hospital due to an accident, the insurance covers expenses for a taxi between the place of work and place of treatment if no other means of transport are possible for medical reasons</p> <p>– up to NOK 1,000 per day.</p> <p>The following is also covered:</p> <p><b>Fractures</b></p> <p>If, as a result of an accident, the insured person sustains a fracture of the ankle, tibia, fibula, knee, femur, neck of femur, hip, clavicle, shoulder, arm, elbow or wrist, NOK 5,000 is paid per accident.</p> <p>The injury must be documented by a medical certificate from the treating physician.</p>	<ul style="list-style-type: none"> <li>• Treatment expenses incurred more than two years after the injury date</li> <li>• Dental treatment for children under the age of 18 by a dentist who does not receive a public subsidy</li> <li>• Injury as a result of voluntary participation in a fight or crime</li> </ul>

## Covered

## Not covered

### 11. Accidents, cont.

#### 11.2

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

#### What types of injuries are covered?

- Death as a consequence of accidental injury
- Permanent medical disability as a consequence of accidental injury

By medical disability is meant permanent physical and/or mental impairment. The degree of disability is determined irrespective of occupation, impaired capacity for income-generating employment, hobbies etc.

By accidental injury is meant bodily injury caused by a sudden and unforeseen external physical event (accident event) occurring during the insurance period.

Sudden and unforeseen injury is also covered if due to:

- falls not caused by illness
- injuries from twisting a knee or ankle
- broken bones (fractures) in the shoulder, arm, wrist, femur, tibia, fibula, ankle or heel bone as a result of a hard and/or awkward landing from a jump

#### Treatment expenses

- Dentist/doctor. In principle, public services should be used
- Hospital treatment
- Physiotherapy, chiropractic or alternative treatment prescribed by a doctor
- Diagnostic imaging, bandaging supplies, medication and prostheses prescribed by a doctor or dentist
- Reasonable travel expenses between the home and place of treatment
- Expenses for stays in a rehabilitation/recovery centre prescribed by a doctor

- Injury as a result of participating in a fight or crime
- Suicide or attempted suicide. Suicide is covered, however, if the claimant can substantiate that it was due to acute mental derangement with an external cause, and not to mental disorder
- Accidental injury as a consequence of an earthquake in Norway
- War; see General Terms and Conditions
- Nuclear weapons and radioactive radiation; see General Terms and Conditions for maximum amounts per loss event
- In the case of military personnel on assignment outside Norway: injury as a consequence of an act of war, terrorism or riots
- Injury ascribed to another illness or poor health/proneness to poor health
- Mental injury alone, e.g. shock, where no bodily injuries are sustained at the same time. Mental injury is only covered when physical injury entailing permanent medical impairment warranting compensation is sustained at the same time
- The following diseases, diagnoses, medical conditions or injuries, even if it can be demonstrated that they were caused by an accident:
  1. Musculoskeletal conditions
    - myalgia and other unspecified pain conditions
    - tendinitis, tendinosis and impingement
    - frozen shoulder
    - spinal disc herniation
    - nerve root affection with pain radiation to the arms or legs (sciatica) or other nerve compression
    - spondylolysis/spondylolisthesis, spondylosis and osteochondrosis
  2. Cardiovascular disease
  3. Fatigue syndromes
- Injury/disease caused by infectious bacteria, virus or other source of infection, e.g. insect stings/bites, all forms of hepatitis and diseases caused by HIV infection
- Injury caused by medical complications in connection with examination or treatment performed by authorised or unauthorised health personnel
- Dental injuries as a result of chewing
- Dental injuries do not entitle to disability compensation
- Expenses for treatment and stay in private hospital, outpatient clinic, convalescent home or hotel

Covered	Not covered
<b>11. Accidents, cont.</b>	<ul style="list-style-type: none"> <li>● Injury resulting from               <ul style="list-style-type: none"> <li>- boxing</li> <li>- uncertified underwater diving</li> <li>- practising organised sports that require a licence</li> <li>- parachuting from fixed objects</li> <li>- expeditions to the Arctic, Antarctic, Greenland and the Himalayas</li> </ul> </li> </ul>

**Death compensation**

Death compensation will be paid if the accidental injury leads to death within one year. A deduction will be made for any advance payment of disability compensation for the same injury.

When it can be assumed that a combination of the accidental injury and poor health/proneness to poor health or an impairment were contributory causes to the insured person's death, the amount of compensation will be reduced in proportion to the extent that this has contributed to the death.

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

- In the event of the policyholder/main insured person's death, the compensation will pass to his/her spouse, or alternatively to heirs pursuant to law or a will. If one of the other insured persons dies, the compensation will pass to the policyholder/main insured person.
- A cohabitant is not equal to a spouse in relation to the payment of death compensation, unless he/she is specified as a beneficiary.

**Disability compensation**

For 100% disability, disability compensation will be paid in the amount corresponding to the sum insured in the insurance certificate. A proportionate amount of the sum will be paid for partial disability. No disability compensation will be paid should the insured person die within one year of sustaining the injury.

The degree of disability is determined pursuant to parts II and III of the disability table issued by the Ministry of Health and Social Affairs in the Regulations of 21 April 1997. Loss of or injury to a body part or organ that was fully functionally impaired prior to the injury does not entitle to disability compensation. In the case of a previously impaired body part or organ, a deduction will be made when determining the degree of disability.

The final amount of compensation is determined no later than three years after the date of the injury. If there is a possibility that the degree of disability may still change, the settlement shall be based on what must be assumed to be the permanent medical disability considering the insured person's condition three years after the date of the injury.

The total degree of disability caused by one and the same injury cannot exceed 100%.

When it can be assumed that a combination of the accidental injury and poor health/proneness to poor health or an impairment were contributory causes to the insured person's disability, the amount of compensation will be reduced in proportion to the extent that it has contributed to the disability.

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

- Disability compensation passes to the insured person
- Treatment expenses: Original receipts must be submitted. The insurance only covers expenses for which compensation cannot be claimed elsewhere

# 12. Liability

- as a private person when travelling outside the Nordic region and outside the country of residence

Covered	Not covered
<p><b>12. Liability</b></p> <p><b>What types of liability</b></p> <p><b>Liability for injury/damage to a third party's person or property, or material loss</b></p> <ul style="list-style-type: none"> <li>when the insured person is personally liable under applicable law, and</li> <li>when the damage/loss is confirmed during the insurance period</li> </ul> <p><b>The following is also covered:</b></p> <p>Liability for rented real property, dwellings or hotel rooms/holiday apartments.</p>	<p><b>Liability in damages</b></p> <ul style="list-style-type: none"> <li>related to the insured person's profession or commercial activity</li> <li>for damage to property in connection with excavation, blasting, round or sheet piling and demolition work, as well as landslides/avalanches, ground displacement, dam failure or ground settlement, unless otherwise agreed and noted under 'Covered'</li> <li>in relation to spouse/cohabitant, parents, step parents, foster parents, parents-in-law, siblings, children, grandchildren, step children, foster children, and spouses and cohabitants of same. The family relationship at the time the claim arose is used as the basis for assessment</li> <li>for damage to the insured person's share of jointly owned items. The ownership at the time the claim arose is used as the basis for assessment</li> <li>for non-economic loss (Section 3-5 of the Damage Compensation Act)</li> <li>for defamation and violation of privacy (Section 3-6 of the Damage Compensation Act)</li> <li>based solely on a pledge, agreement, contract or guarantee, including final and conclusive liability on the part of the insured person as a result of having waived his/her right of recourse</li> <li>for fines, fees etc.</li> <li>for damage to items belonging to another that are used, rented, borrowed or taken delivery of for transportation or safekeeping by the insured person or somebody else on the insured person's behalf, or material loss as a consequence of same</li> <li>damage to fixtures and fittings in rented dwelling or hotel room/holiday apartment</li> <li>as a board member</li> <li>related to the transmission of an infectious disease</li> <li>suffered by the insured person as a result of gradual pollution</li> <li>for damage to items caused by fungi, rot or slow moisture intrusion</li> <li>as a consequence of intentional criminal acts</li> <li>for corruption (Section 1-6 of the Damage Compensation Act)</li> <li>for liability as the owner, driver or user of any motor vehicle, boat, machinery/plant or aircraft (the exception does not apply to small craft and pleasure craft insurance)</li> <li>Travel insurance does not cover liability when flying model aircraft</li> </ul>



## Covered

## Not covered

### 12. Liability, cont.

#### Processing of claims and allocation of legal costs

In the event that claims exceeding the deductible are brought against the insured person or Gouda, and the liability is covered by the insurance contract, Gouda will deal with the case and pay the necessary costs of deciding the claim, subject to the following limitations:

- If only part of the claim is covered by the insurance contract, and Gouda chooses to hire external legal and/or expert assistance, the costs of deciding the claim will be divided between the parties on the basis of their financial interest in the case
- If Gouda is willing to settle a case amicably, or to pay the claim within the limits of the sum insured, Gouda will not cover any further costs relating to the dispute. Gouda is entitled to pay any and all compensation directly to the claimant.
- If the insured person is awarded compensation that exceeds the sum insured, Gouda will compensate the costs of legal proceedings proportionately
- If, without Gouda's consent, the insured person fails to appeal an otherwise binding judgment, Gouda will carry out an independent assessment of whether the awarded compensation and any costs are within the amount covered by the insurance
- Even if the sum insured is exceeded, costs that have been approved in advance by Gouda will be covered, as well as interest on the awarded compensation that is covered by the insurance.

#### Obligations of the insured person

The insured person is obliged to

- provide Gouda with such information and documents as the insured person has available and that Gouda needs in order to assess the question of liability and settle the claim
- carry out such investigations as Gouda deems necessary in order to determine whether the loss/claim is covered by the insurance contract
- participate in meetings, negotiations and/or legal proceedings and cover the costs of same

The insured person must not, without Gouda's approval, admit any liability in damages or negotiate about claims for compensation. Without such approval, Gouda is not obliged to settle the claim.

#### Sum insured

The sum insured is stated in the insurance certificate and applies to each loss event.

#### Deductible

The deductible specified in the insurance certificate will be deducted from the claims settlement for each loss event.

#### Definitions

- A personal injury is deemed to have occurred when a person dies, is injured or contracts a disease
- Damage to property is deemed to have occurred in the event of loss of or physical damage to property (including animals and real property), or when electronically stored information is corrupted or lost in some other manner. A financial loss inflicted on a third party as a result of the damage is deemed to be part of the damage.
- By material loss is meant a financial loss that does not arise as the result of injury/damage to a person or property

# 13. Legal assistance

- covers disputes involving the insured person as a private person when travelling outside the Nordic region and outside the country of residence

Covered	Not covered
<p><b>13. Legal assistance</b></p> <p><b>What expenses are covered?</b></p> <p>When the insured person is party to a dispute, the insurance covers the following:</p> <ul style="list-style-type: none"> <li>• Reasonable and necessary legal fees/expenses</li> <li>• Court fees</li> <li>• Fees/expenses for expert witnesses appointed by the court</li> <li>• Fees/expenses for expert witnesses not appointed by the court, limited upwards to 40% of the sum insured or financial interest at stake</li> <li>• Expenses for witnesses in connection with the main hearing and taking of evidence</li> <li>• Costs of land consolidation cases are covered pursuant to Section 7-1 of the Land Consolidation Act, with the exception of letters c) and d)</li> <li>• Costs awarded in the case when the insured person can substantiate that the opposing party lacks the means to pay</li> </ul>	<ul style="list-style-type: none"> <li>• Court fees in connection with appeals. The provision concerning appeals also applies to other legal remedies</li> <li>• Any costs of the case that the insured person may be ordered to pay pursuant to law or agreement</li> <li>• Expenses incurred before the dispute arose</li> <li>• Costs awarded by previous judicial authorities if, following an appeal, the case is resolved by settlement entailing the parties covering their own expenses</li> </ul>
<p><b>What type of disputes?</b></p> <ul style="list-style-type: none"> <li>• Disputes that arise while the insurance policy is in force, with the exception of disputes mentioned in the right-hand column</li> <li>• Disputes warranting compensation in connection with commercial operation of agricultural property insofar as the activity does not generate an annual turnover of more than NOK 100,000</li> <li>• Dispute concerning a criminal case where the insured person is the injured party</li> </ul>	<ul style="list-style-type: none"> <li>• Criminal cases or disputes arising from illegal actions on the part of the insured person</li> <li>• Disputes relating to libel, (online) harassment, insults and cases concerning liability in damages pursuant to Sections 3-3, 3-5 and 3-6 of the Damage Compensation Act</li> <li>• Disputes related to the insured person's profession or commercial activity</li> <li>• Disputes related to real property other than the insured property or apartment, including disputes concerning physical faults or deficiencies and pure contract disputes concerning property outside the Nordic countries, such as time share apartments etc. If the insured person has household contents insurance only, the insurance does not cover disputes concerning real property other than the insured person's apartment.</li> <li>• Disputes where the insured person is a party in his/her capacity as the seller of a property and has taken out change of ownership insurance</li> <li>• Disputes in connection with separation, divorce, child custody, right of access to children, paternity, inheritance, claims for annulment, maintenance payments, division of estate, dissolution of joint financial arrangements established by cohabitants, dissolution of a shared household and division of a jointly owned estate or a deceased person's estate</li> <li>• Disputes concerning the enforcement of claims pursuant to the Enforcement of Claims Act</li> </ul>

**Covered****Not covered****13. Legal assistance, cont.**

- Disputes concerning bills of exchange, debt collection cases where the outstanding amount is undisputed, debt settlement proceedings and cases concerning bankruptcy or negotiations for a voluntary arrangement if the insured person is a debtor
- Expropriation or appraisal cases in which the insured person seeks to acquire rights to another person's property
- Disputes concerning official administrative decisions. Expenses incurred in connection with lawsuits are, however, covered when the right to challenge the administrative decision has been fully utilised. In connection with lawsuits, coverage is not granted for any expenses incurred during the administrative processing of the case
- Expenses for legal assistance to legal entities such as a deceased person's estate, housing association, cooperative enterprise, foundation etc., including disputes in which the aforementioned legal entities represent the insured person
- Disputes concerning legal fees or expenses for expert witnesses
- Disputes between joint owners. The insurance nonetheless covers disputes between owners of different sections in a jointly owned property or between unit holders in one and the same housing association, and disputes between joint owners who have taken out insurance for legal assistance under an agricultural insurance policy.
- Disputes involving the insured person in his/her capacity as the owner, driver/operator or user of a motor vehicle or boat when the motor vehicle or boat is not insured with Gouda/Gjensidige
- Expenses for legal assistance if the circumstances that gave rise to the dispute existed when the insurance policy entered into force
- Disputes where the insured person's claim has lapsed
- Disputes in which the insured person does not have a legal interest
- Disputes with Gouda due to a rejection of a claim to cover legal assistance

**What is a dispute?**

- A dispute exists when a submitted claim is disputed in part or in whole, whether verbally or in writing
- The matter of whether the case concerns a single dispute or more than one dispute is decided on the basis of an overall assessment. The following factors are among those emphasised in the assessment of whether a dispute exists
  - whether the claims are made for the same reason or concern the same underlying fact
  - whether there is a close link between the claims
  - whether the claims concern the same item, contract or loss
- A dispute is not deemed to constitute several disputes even if the case comprises several individual issues that are submitted in multiple cases

## Covered

## Not covered

### 13. Legal assistance, cont.

#### Competent authorities for the resolution of disputes warranting coverage

- Disputes for which a conciliation board with limited court authority (Section 1 second paragraph of the Courts of Justice Act) or the ordinary courts (Section 1 first paragraph of the Courts of Justice Act) are the competent authority. Legal fees/expenses are nevertheless covered when a case that could have been heard by the ordinary courts is brought before a special court (see Section 2 of the Courts of Justice Act). Under the terms and conditions for legal assistance, the land consolidation court is considered to be on a par with the ordinary courts of law

#### Notification of legal assistance cases

- A request shall be submitted to the company as soon as possible and no later than one year after contacting a lawyer
- If a lawyer is used in connection with an appeal to an administrative body, the deadline for notifying the company is the date on which the right to challenge the administrative decision has been exhausted
- Where several parties are involved on one side of the case, a complete list shall be submitted of all the parties and with whom they are insured

#### Reasonable and necessary expenses

- Sections 6-13 and 10-5 and Chapter 20 of the Dispute Act, the Norwegian Code of Conduct for Lawyers and the Norwegian Bar Association's Fee Guidelines provide guidance on what can be deemed to be reasonable and necessary expenses
- If one side of a case involves several parties with similar interests, Gouda may demand that they use the same legal counsel and technical advisers, provided that they are insured with the same company

#### Information needed by Gouda

- On receiving a claim for settlement, Gouda has the same right as the insured person to request documentation of how the legal fees have been calculated, i.e. order confirmations, time sheets, specified statements of fees, and Gouda will require documentation that the deductible has been paid. Questions concerning whether the expenses are reasonable can be submitted to the Norwegian Bar Association

#### Sum insured and deductible

- The total amount of compensation in any dispute is limited to the sum insured as stated in the insurance certificate
- Regardless of the circumstances, the amount of compensation is limited to the expected financial value of the insured person's interest in the case
- If several parties are involved on one side of the case, the total amount of compensation for all parties on the same side is limited upwards to the sum insured as stated in the insurance certificate
- Unless otherwise stated in the coverage overview, no deductible applies to travel insurance
- Only one deductible is deducted for each dispute, even if several parties are involved on one side of the case

# 14. General terms and conditions

## 1. The insurance contract consists of

- the insurance document
- if applicable, any agreement under a group insurance scheme

### and is also regulated by

- the Insurance Contracts Act
- other legislation

The insurance certificate takes precedence over insurance terms and conditions and safety regulations. Special provisions take precedence over general provisions.

## 2. Norwegian law and jurisdiction

The insurance contract is governed by Norwegian law. Disputes in connection with the insurance contract shall be decided by the Norwegian courts.

## 3. Guarantee scheme for general insurance

The company participates in a guarantee scheme for individual/private general insurance that can contribute if the company does not have the funds to pay.

## 4. Currency

Prices, compensation and interest are calculated and settled in Norwegian kroner.

## 5. One-year contracts are renewed automatically

The insurance contract is a one-year contract that is automatically renewed for one year at a time unless the policyholder terminates the policy.

The company may change the price and terms and conditions of the contract upon each annual renewal date.

## 6. Right of cancellation in accordance with the Cancellation Act

Private policyholders are entitled to cancel contracts on the purchase of insurance when the sale has been agreed by phone or online. The right of cancellation applies for 30 days from the date on which an accident and health insurance policy was entered into, and 14 days for other insurance policies. The cancellation period starts on the date of receipt of the insurance document.

Notice of exercising the right of cancellation must be given before the cancellation period expires. The insurance policy will then be terminated and the policyholder will only pay insurance premium for the days on which the insurance policy was valid.

## 7. Time-limited insurance

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

## 8. Outstanding amount

If the insurance ceases during the insurance period, the outstanding amount will be calculated for the remaining part of the insurance period, unless otherwise stated in the applicable insurance certificate.

If you wish to receive the amount, you must state your account number.

## 9. Interest

Interest is calculated in connection with claims settlements pursuant to Sections 8-4 and 18-4 of the Insurance Contracts Act.

## 10. The company's right to cancel the insurance

The company is entitled to cancel the insurance policy in the event of default of payment, incorrect or incomplete information and on other special grounds.

The company may also cancel the insurance policy if the policyholder goes bankrupt or following a claim, provided that cancellation is reasonable.

## 11. Fraud

In the event of fraud, the right to compensation and reimbursement of the amount paid ceases to apply immediately, and all insurance contracts can be terminated with immediate effect. You may be required to repay any amount of compensation that has already been disbursed.

## 12. War and serious unrest

The insurance policy does not cover injuries/damage to persons or property caused by

- war or serious unrest in Norway
- war or serious unrest abroad if the insured person travels or moves to an area where there is war or serious unrest, unless otherwise agreed in writing
- participation in war

The company will nonetheless cover injuries to persons and damage to property caused by

- war or serious unrest abroad if the insured person is already in an area when war or serious unrest breaks out. The insurance will then be valid for up to six weeks from such date.

### 13. Losses resulting from acts of terrorism

The company's total liability in relation to all customers and other claimants in connection with acts of terrorism is limited to a maximum of NOK 1 billion per loss event. All injuries/damage arising within a period of 48 hours shall be reckoned as one and the same loss event in relation to this limitation, even if they do not share the same cause. If the limit per event is exceeded, the amount of compensation will be reduced correspondingly.

The limitations listed above do not apply to travel insurance or accident and health insurance, nor to personal injury that falls under the scope of the Automobile Liability Act or the Act relating to Industrial Injury Insurance.

By act of terrorism is meant an unlawful, tortuous act aimed at the general public, including an act of violence or the hazardous spreading of biological or chemical substances, and which is understood to be carried out for the purpose of influencing political, religious or other ideological bodies or to create fear.

### 14. Hazardous spreading of biological or chemical substances etc.

The company covers losses relating to personal injuries caused by hazardous spreading of biological or chemical substances, loss or injury/damage caused by rockets, nuclear weapons or radioactive radiation, under:

- accident and health insurance
- travel insurance

The following limitations apply:

In connection with losses caused by nuclear weapons or radiation, the total liability in relation to all customers and claimants is limited to a maximum of NOK 500 million per loss event. All losses that result from the same event or are occasioned by a causal chain of events are regarded as one loss event.

### 15. Earthquakes and volcanic eruptions

The company covers losses or injuries/damage directly or indirectly caused by or related to earthquakes or volcanic eruptions, under:

- accident and health insurance
- travel insurance

Accidental injuries resulting from an earthquake in Norway is nonetheless not covered by accident and health insurance.

### 16. Areas subject to UN or EU sanctions

All liability in damages, and other obligations in relation to the insured person or other parties with entitlements under the

insurance policy, will lapse if meeting the obligation entails a breach of regulations implementing binding decisions made by the UN Security Council or restrictive measures adopted by the European Security Council.

### 17. Norwegian Insurance Central Claims Register

All claims reported to an insurance company can be registered in the Norwegian Insurance Central Claims Register. When an insurance company reports a claim to the register, the company will automatically receive an overview of the personal ID number, organisation number and case number, business sector code, company, type of claim, data and the case officer's initials for all claims previously reported for the same customer, including claims filed with other insurance companies. Registered claims are deleted after ten years.

Policyholders have a right to access information, which they can exercise by sending a request in writing to Finance Norway, P.O. Box 2473 Solli, NO-0202 Oslo  
or: firmapost@fno.no

### 18. Information about the processing of personal data

It is necessary for Gouda to process your personal data in order to enter into and fulfil our insurance contract with you. The data are processed when the contract is renewed, during claims processing and settlement and to administer the customer relationship. We also process your personal data based on our legitimate interest.

This concerns customer follow-up and marketing, market and customer satisfaction surveys, when developing new and existing services and when logging visits to our website.

For complaints handling, recourse claims and legal processes, we will process your personal data for the purpose of establishing, exercising or defending a legal claim. We also process personal data on the basis of other legal obligations required of the enterprise under other legislation.

If special categories of personal data, such as health information and information about trade union membership, have to be processed to conclude a contract, we will ask for your consent.

Automated individual decisions are used during the purchase of insurance and for processing claims. Profiling can be used in such decisions.

If the result of automated individual decisions affects you significantly, you will in some cases be entitled to manual intervention. You will be informed of this in the cases concerned.

The company can make your personal data available to others, for example internally in the group, to service providers and partners, insurance intermediaries, other insurance companies and to the insurance companies' joint registers. This will only be done to the extent permitted under the applicable legislation and when it is not in breach of our duty of confidentiality. Where the duty to disclose information to the public authorities takes precedence over the duty of confidentiality, we are also entitled to disclose personal data without your consent.

Your personal data will be processed as long as you have an insurance policy with us. After a contract with us has been terminated, we will store the data until the limitation period for the product in question has expired due to potential future claims for compensation that can be traced back to the contractual relationship.

The Personal Data Act allows you to have greater control over your personal data. This means, among other things, that you have a right to request access to your personal data and to have them corrected or erased.

In certain cases, you also have a right to object to the processing and a right to request restrictions to the processing. You can object to processing related to direct marketing, and where the processing is based on consent, you are entitled to withdraw such consent. You also have a right to receive the personal data you have provided about yourself and a right to complain to the supervisory authorities. You can exercise your rights via the dedicated login area, or by sending us a written request.

The data controller is Gjensidige Forsikring ASA, Norway, Schweigaards gate 21, NO-0191 Oslo, org. no 995 568 217.

Contact address: Gjensidige Forsikring ASA, P.O. Box 700 Sentrum, NO-0106 Oslo.

You can also contact our data protection officer at [personvernombudet@gjensidige.no](mailto:personvernombudet@gjensidige.no) or by post at: Gjensidige Forsikring ASA, att. Personvernombudet, P.O. Box 700 Sentrum, NO-0106 Oslo.

Our complete privacy statement is available on our website [www.gjensidige.no](http://www.gjensidige.no), or we can send it to you if you submit a written request.

Information about data protection and security is also available at [www.Gouda.no](http://www.Gouda.no)



# 15. Compensation rules

The following applies instead of Section 6-1 of the Insurance Contracts Act:

## Reporting claims

- Injury/illness shall be reported to Gouda or Gouda Alarm as soon as possible
- Assault, robbery, theft, break-ins, vandalism and fire must be reported to the police
- In the event of cancellation, a medical certificate and receipts for cancellation costs must be submitted to Gouda as soon as possible
- The carrier shall be notified immediately of any transport damage

## How the amount of compensation is calculated

The amount of compensation is the amount that it will cost Gouda to have the damage repaired/remedied or to re-procure equivalent or materially equivalent items based on the price on the date the claim arose.

The following new-for-old deductions are made:

- photo/video/computer equipment and other electronic and optical equipment: 10% per year
- mobile phones, smart/activity tracker watches and tablets: 20% per year
- clothes, shoes, outdoor/sport equipment and glasses: 10% per year
- bicycle/electric bicycle: 20% per year from the year in which the bicycle is five years old
- other luggage: new-for-old deduction based on probable period of use and wear

The deduction is limited upwards to 80%.

On a case-by-case basis, Gouda will consider whether cash compensation may be paid to the insured person.

The cash compensation will be equal to the amount that Gouda would have paid for repairs/re-procurement.

## Deductible

The agreed deductible is deducted from the claims settlement. The deductible shall be deducted before any further reduction of the amount of compensation pursuant to law.

## Settlement of claims

Claims will be settled in step with the repairs that are carried out or when an overview of the damage/expenses is available. It must be possible to document the claim.

Gouda may pay any doctor's fees, hospital expenses and expenses for repatriation directly to the treatment institution/carrier.

## The amount of compensation may be reduced in the event of gross negligence and intent

The amount of compensation may be reduced if the insured person has inflicted the loss/damage intentionally or by gross negligence.

This also applies if the loss/damage was inflicted by the insured person's spouse or cohabitant registered with a joint address in the population register.

## Items that are found

If items for which Gouda has paid compensation are found, the insured person can keep the item in return for repayment of the compensation. The item will otherwise pass to Gouda.

Gouda Reiserforsikring  
P.O. Box 700 Sentrum  
NO-0106 Oslo  
Tel. +47 24 14 45 70  
Fax +47 24 14 45 71

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

– part of the Gjensidige Group Gjensidige  
Forsikring ASA  
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