



Student Insurance

**Travel insurance including cover for home contents,
accident and cancellation.**

**Terms and conditions no. 648
01.01. 2009**



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PLEASE NOTE THAT THE FOLLOWING IS AN ENGLISH TRANSLATION OF THE NORWEGIAN POLICY CONDITIONS IN FULL. IN CASE OF A CLAIM, THE NORWEGIAN WORDING SHALL PREVAIL.

Coverage	Sum insured (NOK)	Excess (NOK)	See section
	Per person		
Luggage, including	Combined, up to 20,000	Computer 3,000 Mobile telephone 500	
- Cash	3,000		1.2.1
- Travel documents	10,000		1.2.2
- Valuable items (per group)	10,000		1.2.3
- Individual items	10,000		1.2.4
- Theft from motor vehicle	5,000		1.2.5
- Bicycles	2,000		1.2.6
- Delayed luggage	2,000		1.3.8
Illness cover			
- Medical expenses	Unlimited		2.2
- Dental treatment, chewing damage	1,000		2.2.8
- Dental treatment, accidental damage	5,000		2.2.9
- Psychological first aid	15,000		2.2.10
- Sole travel companion	25,000		2.2.11
- Interruption to study	60,000		2.2.12
Accident			
- Death	50,000		3.1.1
- Permanent invalidity	500,000		3.1.2
- Medical treatment costs in Norway	25,000	1,000	3.1.3
Home transport (medical evacuation)	Unlimited		4.1
Escort of patient/call-out	100,000		5.1
Repatriation	Unlimited/ 10,000		6.1
Home contents	100,000	3,000	7.1
Private liability	5,000,000	3,000	8.1
Legal assistance	50,000	2,500 / 20%	9.1
Return to planned itinerary	5,000		10.1
Personal safety			
- Evacuation due to war	25,000		11.1
- Detention	25,000		11.2
Cancellation	30,000		12

INSURANCE CERTIFICATE

1. CONTENTS OF INSURANCE CERTIFICATE

The insurance certificate outlines and details the agreed cover. It summarises the safety requirements and conditions for the specific insurance type. The insurance certificate must be read thoroughly and the insured party must contact us should the agreement be based on information that is incorrect. The insurance certificate also includes the specification page "Confirmation of Insurance" which accompanies the insurance documents.

2. WHO MAY APPLY

The policy is available to members of the Norwegian national insurance (folketrygd) scheme with a place at school or an academic institution, with a valid student permit. **Students abroad shall in addition be members of the "NAV Utland" programme.** This requirement for membership can be lifted if agreed with *Gouda*, on payment of an additional premium. The policy is not available to those who have reached their 60th birthday.

3. PAYMENT OF PREMIUM

The premium shall be paid before first day of travel, or the first day of the period of cover at the latest. If the premium is paid on the first day of the period of cover, then the period of cover does not begin until payment is received. In case of cancellation the sum will be returned minus a charge of NOK 200. The policy is not automatically renewed on expiry.

4. CLAIMS DEADLINE

Claims for loss or damage must be reported to *Gouda* without delay, see Norwegian law on insurance agreements (Forsikringsavtaleloven, hereafter referred to as FAL) §§ 4-10 and 13-11. The beneficiary loses the right to compensation if the claim is not made within a year of the beneficiary discovering the grounds for the claim, see FAL §§ 8-5 and 18-5.

5. INSURANCE COMPANIES' CLAIMS REGISTER - FOSS

All claims received by an insurance company are also registered in the Insurance Companies' Claims Register (FOSS). By registering claims the insurance company automatically gains a summary of all claims in the register from the same customer, including claims submitted to other insurance companies. Companies may only access information in the register when registering claims. The register is not available to other parties. Claims are deleted after 10 years. The *policy holder* has the right to access the register in accordance with Norwegian law "Personregisterloven § 7", and such requests must be made in writing to the insurance company concerned.

6. RIGHT TO ARBITRATION

Complaints concerning the insurance policy should be directed to Forsikringsklagekontoret, Postboks 53 Skøyen, 0212 Oslo, tel. +47 23 13 19 60

SAFETY REQUIREMENTS AND RELEVANT LIMITATIONS/EXCEPTIONS

A. LUGGAGE INSURANCE

Limitations and exceptions to the policy are outlined in terms and conditions sections 1.1-1.4.

The safety requirements (section 1.1) require that the insured person shall:

- **observe the insured items and ensure that nothing is left behind**
- **lock doors and close/secure windows when leaving possessions or other insured items**
- **carry money on your person or lock it in a permanently mounted safe in a building, or a specially designed locked store in a locked room in a building**
- **place objects specified in terms and conditions 1.2.3 and which are not in use under lock and key**
- **not leave possessions at a place of study, boat, caravan, tent or motor vehicle at night or which is abandoned or left for more than 24 hours**
- **ensure that objects are sufficiently and appropriately wrapped and secured for transport. Electronic equipment brought onboard boats/canoes/kayaks shall be packed in watertight wrapping**
- **not send money, jewellery, spectacles/sunglasses, precious stones, wristwatches, precious metals, camera equipment, video equipment, computer equipment, mobile telephones, audio playback equipment, electronic equipment, fragile articles and perishable goods as checked bags.**

B. TRAVEL ILLNESS COVER

Limitations and exceptions to the policy are outlined in terms and conditions sections 2.1, 2.2 and 2.3, and exclude amongst other things expenses arising from:

- existing and or known disease or illness with a known need for treatment and where deterioration/complications may be expected
- checks and treatment in order to keep a chronic or *existing illness* stable and well regulated
- accommodation and treatment in private clinics in the Nordic region – Greenland, the Faroe Islands, Finland, Iceland, Norway, Sweden and Denmark
- professional boxing/judo/karate and similar martial arts, or training for any of these
- willing participation in fights
- committing or contributing to criminal activity
- self-inflicted intoxication due to consumption of alcohol, medicines or narcotics
- base jumping
- expenses arising after return to Norway
- pregnancy and abortion

Interruptions to study shall be compensated in cases where more than a month remains of the paid-for period of study. The policy covers only expenses not covered by Statens Lånekasse for utdanning, and the insured party is required to apply to Statens Lånekasse for modification of the loan before claims can be settled through student insurance.

C. ACCIDENT INSURANCE

There are limitations for accidental damage due to professional activity. The policy's limitations and exceptions are outlined in terms and conditions section 3.1 and exclude amongst other things accidental injuries arising from:

- professional boxing/judo/karate and similar martial arts, or training for any of these
- willing participation in fights
- committing or contributing to criminal activity
- self-inflicted intoxication due to consumption of alcohol, medicines or narcotics
- base jumping
- service in armed forces outside Norway

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 recognized by association or regional sports union in the country visited.

Invalidity compensation is halved in cases where the injury arises in connection with dangerous sports as defined in point 3.1.2.1.

D. CONTENTS INSURANCE

Limitations and exceptions to the policy are outlined in terms and conditions sections 7.1-7.3.

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

- a) perform necessary and general upkeep of the property, as well as following the fire regulations in place and any additional requirements imposed by the authorities.**
- b) keep the residence sufficiently heated to avoid frost damage and/or ensure that the stopcock is turned off.**
- c) keep doors locked, and keep the keys out of the way of intruders. Windows and other openings shall be closed and secured with window catches or similar to prevent intruders from entering the building or room. Windows left ajar are not considered adequately secured.**
- d) When the insured person leaves a place of residence shared with others then cash, jewels and watches, photographic and video equipment, mobile telephones, computer equipment and other valuable personal objects must be kept out of the way of or locked away from intruders.**
- e) The insured person undertakes to keep bicycles locked, and to keep the keys out of the reach of intruders.**

E. PERSONAL LIABILITY INSURANCE

Limitations and exceptions to the policy are outlined in terms and conditions section 8.3 and exclude amongst other things liability:

- for compensation for distress
- for family members
- as owner or driver of a motor vehicle, industrial machinery, hang glider, boat, and race-horses and carriage-racing horses.
- intentional damage
- in contractual relationships

F. LEGAL ASSISTANCE INSURANCE

Legal assistance insurance is only valid for travel outside the Nordic region.

Limitations and exceptions to the policy are outlined in terms and conditions paragraph 9.2 and excludes amongst other things:

- disputes in connection with occupation or trade
- disputes in connection with the insured party's own property, or purchase or sale of property, or timeshare
- disputes in connection with motor vehicles, boats or aircraft, or in cases where *the insured person* has an interest as an owner, driver or user

The insured person undertakes to make use of free legal help where available, and to bring the case to an officially recognised body dealing with complaints or appeals, for example the Norwegian Insurance Arbitrator (Forsikringsklagenemden) or similar, which can hear the case without costs to *the insured person*.

G. CANCELLATION INSURANCE

For safety requirements see terms and conditions section 12.5.1.

When making a claim the beneficiary shall immediately inform Gouda and the travel agent/arranger of travel/carrier/hotel where the trip or stay was purchased.

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:

- any holiday or journey taken in free time 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.
- during residence at place of study.

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 shall include the entire duration of the trip.

The policy does not cover participation in expeditions or voyages of discovery, i.e. a trip that requires significant quantities of specialised 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 expiry may be.

It is a condition that the premium should be paid before departure, at the latest before the given payment deadline.

B. WHO IS COVERED

The policy covers the person or persons names on the insurance certificate, who must be covered by the Norwegian national insurance scheme (folketrygden) and have valid school or student identification papers for the entire duration of the cover.

Students studying abroad must in addition be members of NAV Utland, except in cases where we lift this condition against an additional premium. At the end of the study period abroad the policy covers up to five weeks after the expiry of the study period, even if the student has lost the right to additional support from NAV 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.

A notice of claim can be downloaded from the internet at 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 kin contact make contact with the Gouda Emergency Centre, Sejrøgade 7, 2100 Copenhagen East, Denmark. The Emergency Centre is open 24 hours a day, 365 days a year, on the following numbers:

Gouda Emergency Centre
telephone +45 33 15 60 60
fax +45 33 15 60 61
e-mail: 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 to or contact our Oslo office. Please feel free to contact this office to discuss **non-acute** claim queries.

Gouda Travel Insurance
Rådhusgaten 9
0151 Oslo
telephone: + 47 24 14 45 70
fax: + 47 24 14 45 71
e-mail: 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, 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: see 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 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 NAV's home page, or from your local NAV office.

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.

Luggage insurance

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.

Domestic emergency

The Emergency Centre must be contacted immediately to determine whether circumstances merit compensation for recall due to domestic emergency. In such cases *the Emergency Centre* will arrange recall 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

In these policy terms and conditions and in the insurance certificate certain words and concepts are italicised. This means that these words and concepts in connection with insurance are defined below. These definitions form part of the terms and conditions.

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, Sejrøgade 7, 2100 Copenhagen, Denmark,
tel. +45 33 15 60 60, 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 Reiserforsikring (company number 985 231 273) is the Norwegian branch of the insurance company Goudse Schadeverzekering N.V., Gouda, Netherlands.

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.

Travel expenses:

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

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**

Luggage insurance does not apply during periods of residence:

- at home at the place of study or place of residence in Norway,
- at the place of work during working hours.

For excesses see section 1.5.13.

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 which are 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. Should such objects be stored in motor vehicles or caravans, they must be placed in a closed glove compartment or locked trunk/ski box.

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/labelling.

1.1.8 *The insured person* shall not send money, jewellery, 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. 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 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.

1.2.3 Loss of or damage to the following objects will be compensated to a maximum of NOK 10,000 per group below (one per letter) per claim:

- a) Jewellery, watches, pearls, precious stones, precious metals
- b) Mobile telephones, photo/video/optical equipment, radio/TV, audio playback equipment, DVD and CD disks, 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.

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

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

1.2.6 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 2,000 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) §§ 257 and 258. 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 shall not be considered stolen.

1.3.2 Robbery, see straffeloven §§ 266 and 267

1.3.3 Criminal damage, see straffeloven §§ 291 and 292, 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 replaced is NOK 2,000. When landing in the Nordic region on journey home/return journey, delayed baggage will not be compensated for.

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, documents, traveller'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 wilfully 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, digital cameras/video cameras and portable computers 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 favourable 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 and mobile telephones of NOK 3,000 and NOK 500 respectively per claim.

2 Illness cover

2.1 What the policy does not cover

The policy covers only expenses accrued in relation to events during the term of the policy. Expenses

occurring after *the insured person* has returned to his or her home in Norway are not covered.

2.2 What the policy covers, and what limitations apply

The policy covers:

- Expenses for necessary and normal medical treatment outside Norway occurring during the insured party's visit and travel, and due to *acute illness*, serious injury in an accident, or unexpected acute deterioration of an *existing illness* or chronic complaint.
- During holiday and leisure travel, the policy also covers necessary and documented *additional expenses* for rejoining the planned travel itinerary and *additional expenses* due to acute illness or injury in an accident on the part of the sole travel companion.
- Dental treatment outside Norway.

Medical expenses

2.2.1 Medical treatment, stays in hospital and hospital treatment costs after referral from *doctor*.

2.2.2 Emergency medical relief, dressing materials and medicine prescribed by a *doctor* at the scene.

2.2.3 Treatment by publicly registered physiotherapist, chiropractor or other practitioner who is not a *doctor*, in cases where treatment is specified by a *doctor*.

2.2.4 Transport by ambulance from the place of illness or accident to the treatment centre (includes air ambulance, on condition of approval by *Gouda*).

2.2.5 Treatment of psychological conditions by a psychologist is covered for up to 20 hours per year insured. It is a condition that the type and extent of the treatment be approved by a *Gouda doctor* before treatment begins.

2.2.6 Necessary documented taxi travel for *the insured person* to and from the treatment centre is covered to a maximum of NOK 1,000 per claim.

2.2.7 Necessary documented expenses for telephone calls due to hospital stay to a maximum of NOK 1,000 per claim.

Returning to the planned travel itinerary

2.2.8 Necessary documented extra expenses for travel, food and lodging for up to 30 days in cases where the insured party, for medical reasons or following *doctor's* order, must delay the arranged home journey, or is unable to travel on as planned.

Extra expenses will not be compensated where the insured party has travelled home to his or her permanent accommodation or to Norway.

Dental treatment outside Norway

2.2.9 Expenses for dental treatment in cases where damage due to accident must be treated on the trip will be reimbursed to a maximum of NOK 5,000 per claim.

2.2.10 Expenses for dental treatment in cases where acute dental disease/*chewing damage* must be treated on the trip, will be reimbursed to a maximum of NOK 1,000 per claim.

Psychological first aid

2.2.11 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.

Sole holiday travel companion

2.2.12 Necessary documented expenses for travel, food and lodging in cases where the prearranged journey home must be delayed or altered 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.

Interruptions to study

2.2.13 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 60,000. 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. 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.

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

2.2.13.2 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*.

2.3 Exceptions

The policy does not cover expenses due to

2.3.1 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
- base jumping

2.3.2 Treatment or accommodation after returning to Norway.

2.3.3 Treatment or accommodation after the point in time where *the insured person* fails to have himself or herself repatriated, in cases where *Gouda's doctor* has decided that repatriation must take place.

2.3.4 Treatment or accommodation in cases where *Gouda's doctor* has decided that treatment can wait until after return to Norway.

2.3.5 *The insured person* failing to follow guidance from the *doctor* providing treatment and/or from *Gouda's doctor*.

2.3.6 Treatment of chronic or existing disease or illness, including medicine, if the insured party:

A) has not consulted a *doctor*, has refused or ceased treatment of the illness, even if the insured party should know or assume that the illness required treatment or had deteriorated significantly.

B) has ceased treatment against the *doctor's* advice or been refused treatment.

C) has been assigned to, referred to, or is on a waiting list for evaluation/treatment.

D) has failed to appear for check-ups as arranged.

E) Is travelling against the *doctor's* advice.

2.3.7 Check-ups and treatment, including medicine, in order to keep a chronic or existing disease or illness stable and well regulated.

2.3.8 A treatment requirement which is known before departure.

2.3.9 Pregnancy, including disease and illness due to pregnancy. Serious and acute complications before the 36th week of pregnancy are covered.

2.3.10 Infertility treatment, contraception, induced abortion or treatment of resulting illness or complications in connection with these.

In addition, the policy does not cover costs:

2.3.11 for spectacles, contact lenses, hearing aids, false teeth or other prosthetics.

2.3.12 for rest cures or health farms.

2.3.13 accommodation or treatment in private clinics in Norway or other Nordic countries.

2.3.14 plastic surgery and cosmetic operations, as well as treatment of resulting illnesses or complications arising from these, unless they are necessary as the result of an injury that requires hospital treatment within 24 hours of the injury occurring.

2.3.15 medical treatment not approved by the national health authorities, or alternative forms of treatment (such as naturopathy, homeopathy, kinesiology etc.)

2.3.16 Financial losses not mentioned in section 2.2.

2.3.17 Expenses for search and rescue operations.

2.4 Settlement of claims and quantification of damages

2.4.1 Liability for damages for a single illness/injury requiring ongoing treatment is limited to the first 30 days after the first *doctor's* visit. This time limit may be lifted if repatriation is medically inadvisable.

2.4.2 On trips within the Nordic region, expenses for costs which are covered under the Nordic Social Security Convention (nordisk trygdekonvensjon) or Norwegian national insurance system are not covered. In cases where *Gouda* has itself taken on the National insurance system's liability in relation to the regulations covering right to financial aid for medical treatment abroad, *Gouda* may acquire the insured party's right to a refund of the amount that has been paid out under 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.

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 metres, expeditions, private flying (all flying where one does not buy a ticket on a scheduled or chartered aeroplane), 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 What injuries Gouda does not cover

Psychological damage

3.2.1 Psychological damage, e.g. shock, is not considered an injury due to accident, unless concurrent physical damage has occurred which leads to compensatable lifelong medical invalidity.

Intention

3.2.2 *Gouda* is not liable if the insured party has intentionally caused the circumstances of the claim. *Gouda* is however liable for injuries due to acute mental derangement whereby the insured party because of age or state of mind could not comprehend the effect of his or her actions, namely bodily damage.

Gouda is not liable for suicide or attempted suicide as a result of mental disorder.

The person raising the claim has the burden of proving that the suicide or attempted suicide is the result of an acute mental derangement, whereby the insured party, because of age or state of mind could not comprehend the effect of his or her actions – and not a mental disorder; see first and second sections above.

Profession/trade

3.2.3 The policy does not cover injury due to professional activity.

High-risk activities

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

- professional riding, boxing, judo, karate and similar martial arts and/or training for these
- voluntary participation in fights
- participating in or contributing to criminal activity
- base jumping

Aviation

3.2.5 For accidents arising in relation to aviation, compensation will only be awarded in accidents which affect the insured party as a passenger in aircraft with national designation.

Military service during peace time

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

Drowning

3.2.7 The policy does not cover drowning injuries, unless the person raising the claim can document that the drowning was most probably not due to disease, illness, or conditions which *Gouda*'s terms and conditions exclude.

Medical treatment/use of medication

3.2.8 The policy does not cover injury or damage caused by medical investigation, treatment or similar, nor by ingestion of medicines, unless the insured party is under treatment for an injury *Gouda* accepts liability for. In no circumstances does the policy cover injuries or damage caused directly or indirectly by ingestion of sleeping medication or pain control medication or narcotics.

Limitations in case of illness and other exceptional circumstances

3.2.9 The policy does not cover injury or damage due to sickness, stroke, fainting or other illness.

The policy does not cover the following diseases or illnesses, even in cases where injury due to accident can be proven to be the cause: rheumatic disease, changes due to abrasion in the vertebral column – including spondylosis, spondylarthrosis, osteoarthritis and osteochondrosis – as well as spondylolysis, spondylolisthesis, heart attack and neurosis.

3.2.10 Injury or damage occurring through infection or contagion due to bite or sting such as insect bite, all forms of hepatitis and illnesses caused by HIV infection. *Gouda* will accept liability for other infections only in cases where it must be assumed that the cause is the infection of wounds occurring due to accidental injury, and that other causes of infection can be excluded.

In other cases the level of compensation will be lowered if it may be assumed that disease or illness

combined with the injury have contributed to the insured party's death or invalidity. Compensation is reduced in relation to the extent to which the illness or disease has contributed to the death or invalidity.

Cancer, light and temperature.

3.2.11 The policy does not cover cancer, or damage or injury due to light or temperature.

Poisoning

3.2.12 The policy does not cover injury or damage caused by poisoning of food, drink or stimulants.

Actions taken to prevent damage

3.2.13 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, see 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 Home transport (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 Escort of patient/summoning

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:

A) 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.

B) Hospital/hotel accommodation.

C) 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 Repatriation

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 hospitalisation 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 hospitalisation (or hospitalisation 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 recall 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

7.1 Cover and exceptions

The policy covers physical damage to objects that occurs during the period of cover. Expenses for maintenance and improvement are excluded. The policy covers a maximum of the sum insured, as stated in the insurance certificate, with the following exclusions.

For each case of damage there is an excess of NOK 3,000.

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

- a) *The insured person* undertakes to perform necessary general upkeep of the place of residence, as well as observing the applicable fire regulations and any additional regulations imposed by the authorities.
- b) *The insured person* undertakes to ensure that the place of residence is sufficiently heated to avoid frost damage and/or ensure that the stop cock is turned off.
- c) *The insured person* undertakes to ensure that doors are locked and keys kept out of the reach of intruders. Windows and other openings must be closed and secured with catches or similar in order to prevent intruders from entering the building or room. Windows that are ajar are not considered secured.
- d) When *the insured person* leaves a place of residence shared with others, cash, jewellery, watches, photographic and video equipment, mobile telephones, computer equipment and other particularly valuable personal items shall be stored out of the reach of/locked away from intruders.
- e) *The insured person* undertakes to ensure that bicycles are locked, and that keys are kept out of the reach of intruders.

7.2 Types of damage covered

7.2.1 Fire

The policy covers damage through

- a) conflagration, i.e. fire burning out of control
- b) sudden smoke damage
- c) explosion

Burn and spark damage not due to conflagration are excluded.

7.2.2 Lightning strike and electrical phenomena

The policy covers damage through direct lightning strike and electrical phenomena. Electrical phenomena means short circuiting, arcing, flashover and excess voltage – also as a consequence of lightning and thunder storms.

7.2.3 Natural disaster

The policy covers damage caused by natural disasters in the form of avalanche and landslide, storm, flooding, flooding due to storm, earthquake and volcanic eruption. For further information see Norwegian law § 1 relating to natural damage insurance.

Other damage caused by nature, as well as indirect consequential damage, is not covered.

7.2.4 Water and other fluids

The policy covers damage through:

- a) Outflows of water or other fluids from pipe-work connected to equipment through breakage, leakage or overflow from such connected equipment. This does not apply to water penetrating into buildings from the outside, unless the damage is covered according to point b) below.
- b) Sudden water penetration into buildings from the ground or the soil in cases where it leads to visible pooled water at the lowest floor surface. Water in elevated floor construction is not considered pooled.
- c) Outflows from fire extinguishers.

Damage through fungus, rot or bacteria as a result of water or fluid damage is excluded.

7.2.5 Theft and criminal damage

The policy covers loss through theft of contents and personal belongings at the place insured.

Limitations:

- Theft from storage rooms with access from a shared basement, loft, garage or other common area will be reimbursed to a maximum of NOK 15,000
- Theft from a parked car in a private garage will be reimbursed to a maximum of NOK 5,000
- Theft of a bicycle, pram or child's pushchair will be reimbursed to a maximum of NOK 5,000

The policy also covers sudden damage to doors or windows in connection with break-in in rented or jointly-owned property to a maximum of NOK 10,000.

Damage caused by a member of the household, a tenant or member of a tenant's household, is not covered.

Theft from common rooms and shared garages is also excluded, even if the objects are stored in a locked cupboard or similar.

7.3 What the contents insurance covers

7.3.1 Within the limits of the sum insured as shown in the insurance certificate, contents and personal possessions are covered, including

– music playback equipment, DVDs and CDs, GPS, camera/video/computer equipment and mobile telephones to a maximum of NOK 20,000. The limit for DVDs and CDs is NOK 2,500.

7.3.2 Within the limits of the sum insured the following are also covered up to NOK 10,000 each:

- pleasure boats to a maximum length of 15 feet and any type of outboard motor up to 10 horsepower
- trailers for cars or vans
- hang gliders and para-gliders
- canoes/kayaks/sailboards

The policy does not cover motor vehicles, nor accessories, tyres and rims for motor vehicles.

7.3.2 Within the limits of the sum insured for contents and personal possessions as shown in the insurance certificate money and valuable papers are also covered to a maximum of NOK 10,000.

7.3.3 Within the limits of the sum insured additional individual items will be compensated to a maximum of NOK 25,000.

7.3.4 Necessary costs for moving and storage in the event of damage to building and contents.

7.3.5 Necessary additional expenses for accommodation outside the home address in cases where the home address is uninhabitable as a result of damage to the building and contents to a maximum of NOK 30,000. Additional expenses must be approved in advance by *Gouda*.

7.4 Who is covered by the policy

7.4.1 The policy covers only the *policy holder* as named in the insurance certificate.

7.4.2 The policy may cover a different owner of possessions than the above named, but only if the person named in 7.4.1 has assumed insurance liability or has agreed in writing to be liable for the item.

7.5 Where the insurance applies

7.5.1 The policy covers that location, the residence of *the insured person*, which is named in the insurance certificate (place insured).

7.6 Rules for settlement of claim

FAL § 6-1 does not apply. Instead the provisions below apply.

7.6.1 Means of settlement

The basic compensation is determined as what it will cost to

- repair/renovate the damage
- replace with similar or substantially similar items

Gouda has the right to decide which of these alternatives, and which repairer or supplier, shall be utilised.

Gouda may also choose to compensate by settlement in cash. The compensation may not exceed that amount *Gouda* would have paid for repair or replacement.

7.6.2 Quantification of damages – contents and personal possessions

7.6.2.1 Replacement or repair

Compensation is calculated on the basis of the costs of

- repair to the same or substantially the same condition as immediately before the damage took place, calculated according to prices on the day of the damage, or
- replacement with similar or substantially similar items, calculated according to prices on the day of the damage – replacement price

The basic compensation may not be set higher than the value before the damage minus the remaining value after the damage according to the rules above.

a) Objects obtained new

On replacement a deduction is made for increase in value where used items are replaced with new items. The deduction shall not exceed 80%.

For clothes, shoes and spectacles a deduction of 15% is made for each year or part thereof after the first year of ownership.

For mobile telephones, cameras and video cameras, and computer equipment a deduction of 25% is made for each year or part thereof.

For other objects a deduction is made for reduction in value due to age, use, probable working life and reduced utility.

b) Objects obtained second hand

Objects obtained second hand through inheritance, gift or purchase are reimbursed with the replacement price for similar or substantially similar used condition.

7.6.2.2 In calculating additional expenses for accommodation outside the permanent place of residence, expenses that the insured party would have incurred without the damage, and which he or she has incurred since the damage, are taken into account. Deductions will be made for any form of reimbursement for loss of rent, as well as compensation from other insurance companies, and any expenses which have been avoided.

7.6.3 Excess

In calculating compensation an excess of NOK 3,000 is deducted. During quantification of claim, reductions are made according to the terms and conditions or the laws of Norway before excess is deducted.

7.6.4 The right of ownership of damaged items or items that reappear

The insured party is required to keep a damaged item in order to receive reimbursement for the damage to the object, but the company has the right to take possession of damaged items. Should the object reappear after the payment of compensation, the insured party has the right to keep it by paying back the sum reimbursed. Otherwise the item becomes the property of *Gouda*.

7.6.5 Limitations and care requirements

7.6.5.1 Other persons' actions and omissions (identification rules)

Just as *the insured person's* right to compensation may be fully or partially lost as a result of *the insured person's* actions or omissions, similar actions and omissions on the part of *the insured person's* cohabiting spouse or on the part of persons with whom *the insured person* lives in a permanent relationship will have the same consequence (see FAL § 4-7).

7.6.5.2 Consequences of not complying with safety requirements

The safety requirements are care requirements which are set in order to prevent or limit damage.

The policy is undertaken on condition that the prescribed safety requirements are observed at all times. If the insured party has failed to observe the safety requirements, or to ensure that they be observed, compensation under the policy may be fully or partially voided (see FAL § 4-8).

8 Private liability insurance

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 term of the insurance.

- Personal injury means injury, sickness or death caused to a person.
- Damage to goods means loss of or physical damage caused to objects (including animals and property).

The policy covers the economic loss *the insured person* may be required to reimburse in respect of the applicable laws of damages (law, judicial precedent) in the country where the damage took place, with the exceptions named in point 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 the 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 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*.

8.4.6 The excess is NOK 3,000 per claim.

9 Legal assistance insurance

Legal assistance insurance is only valid for trips outside the Nordic region

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 motorised transport.

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

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 recognised 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 Return to the planned itinerary

10.1 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.

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 extra 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 Travel cancellation insurance

12.1 Where the policy applies

The policy applies for trips and/or rentals throughout the world, but only for:

- travel paid for before departure time
- travel which begins at the place of residence at the place of study or home address in Norway

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.

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 the deterioration is deemed likely during the period of cover

- 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* was/were a member/members of the Norwegian national insurance scheme (folketrygden) at the time of departure. In cases where premiums have been paid on condition of valid membership of the "NAV Utland" programme, and this condition has not been met, *Gouda* has the right to seek repayment of expenses the company may have advanced on behalf of the *beneficiary*.

13.2 It is a condition of cover that the policy be drawn up for the correct geographic region of cover for *the*

insured person's/beneficiary's destination.

The policy does not cover participation in scientific expeditions, unless this is specifically arranged and declared in the insurance certificate.

13.3 On trips within the Nordic region expenses will not be reimbursed if they are covered by the Nordic Convention on Social Security (nordisk trygdekonvensjon) or the Norwegian national insurance system (folketrygden). In other cases, i.e. where *Gouda* met financial obligations in respect of the Norwegian national insurance system or the EEA treaty's rules on right to support under medical treatment, *Gouda* may on behalf of *the insured person* raise any claim against these bodies and keep the sum which otherwise would have been disbursed to *the insured person*.

13.4 The policy expires at the end of the period of insurance, and is not automatically renewed. Should the policy be renewed, the policy terms and conditions and premiums may be changed and will apply from the date of renewal.

13.5 The policy covers the period stated in the insurance certificate, and is valid beyond the contractual period in the following cases:

- For up to 48 hours as a result of unforeseen and compelling causes beyond the control of *the insured person*.
- For up to 60 days when the extension of a trip is due to illness/accidental injury and *the insured person* for medical reasons and on *doctor's* orders cannot travel home as planned.

The policy is valid from the moment the contract is entered into by the parties or from 00.00 hours on an agreed later date. The policy is valid until 24.00 hours on the last date in the period insured. The same will apply for subsequent renewals. It is a condition that the premium shall be paid before the stated payment deadline.

13.6 Should the *policy holder* have the policy drawn up after departure, the following additional rules apply:

- a) policy agreements cannot be drawn up more than two months after departure from Norway.
- b) the policy is not valid until payment is received by *Gouda* – and never before 00.00 hours seven days after it is drawn up (if drawn up on Wednesday, it will not come into force before 00.00 hours on Wednesday of the following week).

13.7 On cancellation or transfer of the policy before the expiry of the agreed period of insurance, only that part of the premium will be paid back which is in excess of the premium *Gouda* would have calculated for the equivalent duration. Cancellation may only take place when the need for insurance no longer applies, and fees of NOK 250 will apply.

13.8 A person making a claim from *Gouda* shall provide the company with the information available to him or her, and which the company requires in order to decide on the claim and pay compensation.

The information is given on the claim form on *Gouda's* home page www.gouda.no.

A person giving false or incomplete information in case of claim may lose all right to compensation from *Gouda*, both under this and other policy agreements, see FAL §§ 8-1 and 18-1.

13.9 In all cases of injury/illness:

13.9.1 – *the insured person* shall without delay consult a *doctor*, submit to regular treatment and follow the *doctor's* orders when a claim arises.

13.9.2 – *Gouda's doctor* has the right to seek information about *the insured person's* state of health and treatment from *doctors* or hospitals which have treated *the insured person*, and if necessary discuss conditions of which *Gouda* has knowledge with these parties. *Gouda* guarantees full confidentiality where such information is concerned.

13.9.3 – *Gouda* has the right to require *the insured person* to submit to examination by *Gouda's doctor* or a *doctor* appointed by *Gouda*. Should *Gouda* consider it necessary to order a medical certificate from a new expert source, the reasons for this shall be stated in writing. In case of death *Gouda* has the right to demand an autopsy. In such cases *Gouda* will pay all costs in relation to the aforementioned.

13.10 *The insured person/beneficiary* is required to obtain and provide original documentation for expenses or damage for which compensation is sought, including original sales receipts, guarantee certificates, police receipts/reports, reports from transport companies, guides, hotel staff etc. *For personal outlay or expenses*

for hospitals, doctors or medicines the insured person wishes Gouda to reimburse, the original voucher and notice of claim shall reach Gouda within five months of the damage occurring.

13.11 Expenses for transport not arranged by Gouda shall be covered to a maximum of the costs Gouda would have had in ensuring similar transport; the maximum paid will be an amount corresponding to the price of tickets on scheduled flights – no more than economy class.

13.12 Losses in relation to damage in form of costs may never be claimed to more than the level of the beneficiary's genuine financial expenses. Expenses which are refunded by other parties are therefore not covered.

If more than one policy has been issued that covers the damage, then Gouda shall be advised and the companies' joint liability cannot exceed the genuine expenses.

Should monies be paid out under this policy, Gouda shall assume all the rights of the insured in this respect. Gouda is entitled to seek legal remedy from a third party to the extent that Gouda has disbursed compensation. Expenses in connection with any lawsuit for legal remedy shall be covered by Gouda.

13.13 The policy does not cover:

13.13.1 claims arising from *the insured person's/beneficiary's* intentional self-induced intoxication, or intentionally being under the influence of narcotics, medicines or other intoxicating substance, unless it can be proven that the damage is not connected to this, see FAL §§ 4-9 and 13-8. This applies to all cover under this policy. In cases of damage to property where deception cannot be excluded, partial liability may nonetheless be imposed upon Gouda, see FAL § 4-9.

13.13.2 Indirect losses.

13.13.3 Claims arising as a direct result of: strike, lockout, arrest, seizure or other intervention by a public authority.

13.13.4 Any costs after return to Norway. (But see section 3.0.1)

13.13.5 Compensation claims covered by another policy. This exception does not apply to accident cover.

13.14 Should *the insured person/beneficiary* through gross negligence have brought about the claim or increased the level of damages for insurance other than life assurance, then Gouda's liability may be reduced or cease to apply. The decision shall take into account the degree of culpability, the extent of the damage, whether *the insured person/beneficiary* was suffering self-induced intoxication, the impact of Gouda's liabilities being reduced or ceasing to apply for the person claiming against the policy or for other persons who are financially dependent on him or her, and other circumstances, see FAL §§ 4-9 and 13-9.

Gouda may not invoke the rules stated in 13.13.1 and 13.14 if *the insured person/beneficiary* could not understand the consequences of his or her actions due to age or state of mind, see FAL §§ 4-9, 13-8 and 13-9.

13.15 Coverage in case of war:

The policy does not cover damage caused directly or indirectly as a result of war or warlike actions. The policy does however cover up to 30 days from the start of events named in this point, in cases where *the insured person* was on holiday in an area which before entry was designated as peaceful.

The limitations and exceptions elsewhere in the terms and conditions apply during the assessment of compensation levels and the quantification of damages.

Gouda does not accept liability in any claim for damages at the outbreak of war or serious unrest/revolt in areas where there is a state of war/unrest when *the insured person* enters the area/country – unless this has been agreed and shown in the certificate of insurance.

13.16 Safety requirements have been prescribed to prevent or limit damage/loss. The safety requirements must be complied with.

Should a safety regulation be infringed, Gouda's liabilities may be reduced or cease to apply. Such a proviso cannot be enforced should *the insured person/beneficiary* not be to blame, or be only partially to blame, or if the insurance case is not due to the infringement.

Even though the company may take into account an infringement of the safety requirements, it may nonetheless have partial liability imposed upon it. The decision must take into account the type of safety regulation that has been infringed, the degree of culpability, the extent of the damage, whether *the insured person/ beneficiary* was in a state of self-inflicted intoxication and other circumstances, see FAL §§ 4-8 and

13-9.

13.17 Complaints in relation to the insurance agreement may be directed to the Office of Insurance Complaints, Forsikringsklagekontoret, Postboks 53 Skøyen, 0212 Oslo, tel. +47 23 13 19 60.

13.18 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 §§ 4-2, 4-3, 8-1 or 13-2, 13-3 and 18-1.

13.19 All claims received by an insurance company are also registered in the Insurance Companies' Claims Register (FOSS). By registering claims the insurance company automatically gains a summary of all claims in the register from the same customer, including claims submitted to other insurance companies. Companies may only access information in the register when registering claims. The register is not available to other parties. Claims are deleted after 10 years. The *policy holder* has a right to access the register in accordance with Norwegian law "Personregisterloven § 7", and such requests must be made in writing to the insurance company concerned.

13.20 Notification time limits and statutory limitations

Loss/damage shall be reported to *Gouda* without delay, see FAL §§ 4-10 or 13-11. The *beneficiary* 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.

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

Gouda is freed from liability if the beneficiary 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.

13.21 Choice of law and legal venue:

13.21.1 The insurance agreement is governed by Norwegian legislation insofar as this does not contravene Norwegian law nr. 111 of the 27th November 1992 concerning choice of legal system in insurance, and insofar as no other arrangement is in place [CHECK THIS IS WHAT THEY MEAN].

13.21.2 Disputes concerning the insurance agreement shall be decided by Norwegian courts, unless this contravenes unalterable rules in current/applicable* WHICH? legislation, and insofar as no other arrangement is in place. SAME AGAIN.

13.22 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).

13.23 Rights of subrogation The underwriter shall be fully and completely subrogated to the rights of *the insured person* against parties who may be liable to provide an indemnity or make a contribution with respect to any matter which is the subject of a claim under this certificate. The underwriter may at its own expense take over *the insured person's* rights against third parties to the extent of its payments made. The insured shall cooperate with the underwriter and provide such information and documentation reasonably required by the underwriter in order to collect and enforce its rights of subrogation. The underwriter may institute any proceedings at its own expense against such third parties in the name of *the insured person*. (This provision applies in circumstances where the case is decided according to foreign law).