



*Translation not legally binding*



**INSURANCE FOR  
EXPATRIATES**

*Valid as of April 2016*

## Europeiske's Worldwide Network

- Europeiske has built a worldwide network over the past 90 years – so that you will feel safe and secure when you travel.
- Europeiske has its own service offices – Euro-Centres – located throughout the world. Euro-Centre employees speak the local language as well a Scandinavian language, and have developed their own local networks over the years.
- Europeiske has an exclusive agreement with the Norwegian Church Abroad, which we call on when the need for hospital visits and crisis situations arise.
- Europeiske has its own team of doctors and nurses in the field who respond to catastrophic situations.

## Europeiske's Alarm Center

Assistance is available 24 hours a day, 7 days a week, 365 days a year. Our alarm center has updated and specified information about more than 60 000 medical providers world wide. This will ensure you fast and adequate assistance whenever you may need it.

For immediate assistance, contact: Tel: +47 214 95 000 / +45 70 15 25 00.

## Euro-Center – Europeiske's Service Centres

Our Euro-Center employees are familiar with the country and local conditions, and they speak a Scandinavian language as well as the local language. Euro-Centers are located in all parts of the world:

<b>AUSTRALIA – Sydney</b>	Tel: +61(2)8274 5700
<b>BRAZIL – Sao Paulo</b>	Tel: +55 11 3208 6085
<b>CHINA – Beijing</b>	Tel: +86 10 8455 9500
<b>CYPRUS – Larnaca</b>	Tel: +357 246 59860
<b>RUSSIA - Moscow</b>	Tel: +7 495 987 1775/-6
<b>SPAIN – Mallorca</b>	Tel: +34 97 172 6003
<b>SOUTH AFRICA – Cape Town</b>	Tel: +27 21 440 9999
<b>THAILAND – Bangkok</b>	Tel: +66 26 96 36 26 /-27
<b>TURKEY – Istanbul</b>	Tel: +90 212 315 4000
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**Your Security – World Wide!**

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## CERTIFICATE OF INSURANCE

### Deadline for reporting incurred claims

Loss/damage must be reported immediately to Europeiske; see the Insurance Agreements Act (FAL), Section 4-10 or 13-11. The insured loses the right to compensation if the claim is not reported to the company within one year of when the insured became aware of the circumstances upon which the claim is based; see FAL Section 8-5 or 18-5.

### Central claims register

All claims made to an insurance company will also be reported to the Norwegian Insurance Central Claims Register (FOSS). Upon registering a claim, the insurance company automatically obtains a summary of all claims made by the insured, including claims made to other insurance companies. Insurance companies may not obtain information from the Central Claims Register other than upon reporting a claim. The Central Claims Register is not accessible to others. Registered claims are deleted after 10 years. All insured persons have the right to inspect their personal information on file at the Central Claims Register, according to the Personal Records Act, Section 7. Those wishing to inspect their files must send a written request to the relevant insurance company.

### Internal appeals process

If you disagree with a decision taken by Europeiske in a case regarding your travel insurance, you may contact our Customer Relations Representative to have the case re-evaluated. The Customer Relations Representative evaluates the case from a new, non-partisan perspective. If the representative does not agree with you, you may appeal further to the Customer Panel, which will also evaluate the case. The Customer Panel consists of a majority of customers: non-partisan persons without an insurance background and one representative from the company. The Customer Relations Representative may be reached by phone at 02400, kundeombudet@if.no, or by writing to If Skadeforsikring, P.O. Box 240, NO-1326 Lysaker, Norway.

### Right to demand appeals board hearing

You may also file a complaint with the Financial Appeals Office, P.O. Box 53, Skøyen, NO-0212, Oslo, Norway, tel. +47 23 13 19 60.

### Validity and termination of the insurance agreement

The premium must be paid before the indicated due date and no later than the first day of the insurance period. If the insurance is valid for one year or more, the insurance will be renewed automatically for one year if the policyholder does not inform Europeiske that the insurance should not be renewed. Such notification must be sent to Europeiske prior to the insurance expiration date. During the insurance period, the policyholder may terminate an active insurance policy if the need for the insurance no longer exists or if the policyholder changes to another insurance company. Europeiske must be notified of such a change within one month of when the change takes place; see General Terms and Conditions, point 6.2.3.

### Who is eligible?

The insurance is valid for the person(s) named in the Certificate of Insurance. The co-insured spouse/partner who accompanies and cohabits with the insured at the station abroad must be registered at the same residential address as the insured. The insured's children who accompany the insured at the station abroad are co-insured until the child turns 21 years.

### Safety regulations

The safety regulations are designed to limit or prevent injury, loss or damage, and must be complied with. The consequences of lack of compliance with the safety regulations are explained in the Terms and Conditions, section 10.2 and FAL 4-8.

**Safety regulation for cancellation:** *As soon as you know that you cannot travel as planned, you are obliged to cancel the travel/accommodation/rental arrangements where this has been purchased, and act in accordance with the agency's cancellation terms regarding the cancelled travel/rental agreement.*

### Safety regulations for luggage:

*The safety regulations require the insured to:*

- *Keep watch over insured belongings and ensure that they are not left behind*

- *Lock repositories and doors and lock/secure windows when leaving belongings behind. Keys/codes must be kept inaccessible to others*
- *Carry cash, passport and tickets on his/her person or keep it locked in a permanently mounted safe or under double lock in the building. Keys/codes must be kept inaccessible to others*
- *Keep belongings as listed in section 5.4.5.6 and 5.4.5.7 under lock when not in use. If not a lockable repository is available, the insured must carry the insured items with him/her. Items listed in section 5.4.5.6 should not be kept in a vehicle, caravan, boat, tent or in a room accessible to others than the insured and his/her travelling companions*
- *Not leave insured items in/on a boat, caravan, tent or motor vehicle at night or for longer than 24 hours. "At night" is defined as the period between the time of leaving the vehicle, caravan, boat or tent during the day until the time of retrieval the next day, and in all cases when the vehicle, caravan, boat or tent is left vacant from midnight to 0600 a. m.*
- *Ensure that belongings are adequately and suitably packaged to withstand transport. Electronic goods that are going to be carried on a boat/canoe/kayak must be packed in watertight packaging*
- *Not place fragile items, perishable goods, cash, jewellery, wrist watches, spectacles, precious stones, precious metals, camera/video/computer equipment, audio-visual equipment and accessories, mobile phones and other electronic devices in checked luggage.*

### Safety regulations for household contents and chattels:

*The safety regulations require the insured to:*

- *comply with local fire instructions and orders issued by the authorities.*
- *ensure that the residence is adequately heated to prevent freezing or that the pipes are drained and the stopcock is tightly closed.*
- *ensure that doors are locked and that keys/codes are kept in a secure location. Windows and other openings must be closed and adequately secured with a catch or similar device. Windows left ajar for ventilation are not considered to be adequately secured. In buildings other than a private residence, money, jewellery, cameras, furs and other valuable items must be kept under lock and key, or be otherwise comparably secured.*
- *ensure that bicycles are locked and that the keys/codes are kept in a secure location.*

**Limitation of liability when risk alters** (see FAL, Section 4-7, 13-6 and 13-7) Europeiske's liability may be reduced when risk alters if, without special agreement with Europeiske, the insured:

- Participates in certain sports activities; see section 5.8 and 5.9.3.7
- Performs a profession with an increased risk of accident; see Terms and section 5.9.2.2
- Participates in expeditions or explorations; see section 5.1.2
- Travels/stays in an area with increased risk of war/terror or political unrest, see section 5.1.2

Our liability may be reduced or become void if the insured takes part in a fight or is an accessory to or takes part in criminal activity or is the victim of a revenge attack in this kind of context; see section 5.8 and 5.9.3.8

### Other limitations to coverage

The personal accident insurance is valid at the station abroad and on journeys as described in point 1.1. For limitations on liability for treatment expenses, see section 5.9.1 and 5.9.3.11

Other exceptions and limitations are as described in the Terms and Conditions that apply for this insurance: Validity, Cancellation, Delays, Luggage, Personal Property, Recall, Medical Insurance, Accident, Liability and Legal Expenses.

### Additional insurance, see section 11

After an individual risk assessment, the insurance may be expanded to include:

- Diving deeper than 40 metres, basejumping, martial arts and other extreme sports
- Professions with an increased risk of accident
- Expeditions and similar travel
- Stationing abroad in areas with an increased risk of war/terror/political unrest

## Terms and Conditions

### 1 Who is covered

Unless otherwise agreed, the insurance covers the person or persons in whose names the insurance policy stands.

Where it has been agreed that the insurance policy shall cover family members that will stay with the insured at the place of posting, the following applies:

- The co-insured spouse/partner must have the same residential address as the insured.
- Co-insured partners are not equal to spouses in relation to payment of death annuities if the partner is not named as the beneficiary. Where the insured is not married and a beneficiary has not been named, compensation will be paid to the insured's heir as stipulated by the law or by will, cf. the Insurance Contracts Act, section 15-1.
- Co-insured spouses are not covered by the insurance from the moment judgement or agreement for separation or divorce has been reached, even where the decision is not legally binding or final.
- The spouse/partner/child who remains behind in their home country, or school-going children who study away from the place of posting are not covered by the insurance.
- The insured children are co-insured until the child has reached 21 years of age. The child must have the same address in the National Register as one of the parents.  
By children is meant:
  - The children of the insured, also stepchildren.
  - Co-insured spouses/partners/companions stepchildren.
  - Adopted children. The child is co-insured from the time the insured has assumed responsibility for the care of the child.
  - Foster children. The child must have the same address in the National Register as the insured.
  - Children born to surrogate mothers. The child is co-insured from the time they are finally discharged from hospital after the birth.

### 2 Insurance Validity

The insurance applies to:

- stays in the posting area in the geographical area and during the period stated in the insurance policy.
- vacation and leisure trips around the entire world.
- business trips throughout the world.

A trip's duration is calculated as being from the time the insured leaves their registered address in the location of posting or in their home country and until the time they are back at the same address. The insurance must be valid before the trip starts.

The insurance is valid in excess of this period for up to:

- 2 days as a result of unexpected and unavoidable circumstances outside the control of the insurer/insured's control (e.g. weather conditions).
- 30 days where the stay is extended due to illness and the insured is not able to travel home as planned for medical reasons. The above requires that the scheduled date for the return journey home falls within the insurance period.

### 3 Geographical Scope of the Insurance

The geographical scope of the insurance is outlined in the insurance policy.

### 4 Scope of the Insurance

What the insurance incorporates and which insurance sums apply, will depend on the insurance policy.

### 5 What is covered?

#### 5.1 What the insurance covers

- Evacuation
- Private rental car

- Cancellation
- Delays
- Luggage
- Home contents and belongings
- Summons home/return journey/appointments
- Medical insurance - optional
- Accident insurance - optional
- Liability cover
- Legal expenses insurance

#### 5.1.1 Evacuation

The company pays compensation for necessary and documented excess expenses for travel and accommodation in the event of evacuation to the closest secure destination/back home/ to the place of posting when the evacuation is due to:

- war, terrorism, civil unrest or a similar severe disturbance of public order. a terrorist attack is defined as an illegal, injurious action directed toward the general public, including an act of violence or the dangerous dispersal of biological or chemical substances, and which appears to have been carried out for the purpose of influencing political, religious or other ideological bodies or to invoke fear. An evacuation must take place in accordance with recommendations issued by the Norwegian Ministry of Foreign Affairs or as agreed with us in regard to time and location. The area must have been regarded as peaceful before the travel commenced.
- natural catastrophes on trips outside of the home country/place of posting. A natural catastrophe is defined as earthquakes, volcano eruptions and other catastrophes caused by sudden and violent forces of nature of an extraordinary violence, strength and dispersion. An evacuation must take place in accordance with recommendations issued by the local authorities or the Norwegian Ministry of Foreign Affairs or as agreed with us.
- the outbreak of an epidemic when travelling outside of the home country/place of posting. An "Epidemic" is defined as a contagious disease that spreads quickly between humans. An evacuation must take place in accordance with recommendations issued by Norwegian authorities or as agreed with us.

We will compensate up to NOK 30,000 per person, up to NOK 60,000 per family, per insurance event until the insured's may return to his/her home country/place of posting, within a maximum 30 days after the incident occurred.

#### 5.1.2 Limitations and exceptions

The insurance does not cover:

- loss/damage/expenses related directly or indirectly to a strike, lockout or other form of labour conflict
- excess expenses/financial loss caused by a bankruptcy.
- lost earnings - irrespective of the cause.
- participation in expeditions and similar trips, unless a supplementary insurance is taken out for this, see section 11.
- Business travel beyond the 45-day time limit to areas where there is a heightened risk of war, terrorism, civil unrest or a similar serious disturbance of public order. For business travel beyond the 45 day limit, a supplementary insurance must be taken out, see section 11. General terms do not apply. For vacation and travel for leisure to such areas, damage/loss/expenses due to any of the above-mentioned occurrences are not covered by the insurance.

#### 5.1.3 Private Rental Car

In the event of theft or damage to the insured's rented car, we will refund any excess paid by the insured according to his/hers rental agreement. Any excess according to other rental or agreements paid by someone else than the insured, are not considered to be the insured's financial loss.

We refund up to NOK 8 000 per insurance event

### 5.2 Cancellations

See also the safety regulation in section 8.1 and the regulations for the settlement of claims in section 9.1

5.2.1 The insurance covers the amount paid by the insured documented by receipt, for the cancelled trip. Events are covered by the insurance when the event is part of the price paid for the trip. The insurance applies for trips/accommodation expenses throughout the world. The insured's travel/accommodation/arrangements must be paid for prior to the date of departure, and travel must be scheduled to commence from insured's residential address in the home country or from the place of posting.

The insurance period starts from the date on which the trip/accommodation has been wholly or partly paid until the scheduled time of departure. The insurance must be valid before the first payment is made. The insurance does not cover cancellations made after the trip has commenced.

#### 5.2.2 What the insurance does not cover

The insurance does not cover:

- what the insured may claim reimbursed from the travel operator/carrier/letter according to their terms and conditions for cancellation
- taxes and public fees.
- bonus points
- fees in connection with the refund of taxes and public fees.
- travel arrangements that have been transferred to others.
- one's own share of a timeshare, including annual costs and lost rental revenue.
- events cancelled by the operator/letter/policyholder
- business travels paid by an employer other than the insurer.

#### 5.2.3 What is compensated

The Company pays compensation for cancellation expenses when the insured is unable to carry out a planned trip due to:

- the insured or someone in the insured's immediate family, see item 10.3, falling unexpectedly, acutely ill and requiring medical treatment, being seriously injured in an accident, or dying.
- the insured's only travel companion or someone in their immediate family, see item 10.3, falling acutely ill and requiring medical treatment, being seriously injured in an accident, or dying.
- the insured's or the insured's spouse/cohabitant/child/sole travelling companion's planned treatment/examination/operation being brought forward/postponed and the notification of this change is received less than 14 days prior to the planned departure date.
- the insured or the insured's spouse, partner, child, sole travelling companion is being summoned for jury service, service as a lay judge, or being called as a witness in a court of law less than 14 days prior to the planned departure date.
- the insured's closest colleague, work associate or leader, employed by the policyholder on the day of the event falling unexpectedly and acutely sick, seriously injured in an accident, or dying.
- one of the insured's travelling companions (up to 6 persons) becoming unexpectedly and acutely ill, seriously injured in an accident, or dying. Travelling companions are defined as people who have bought a holiday trip together with the same departure date and same destination.
- a key travelling companion being unable to travel on a holiday trip due to the individual in question becoming unexpectedly and acutely ill, being seriously injured in an accident, or dying less than 14 days before the planned departure date. By key travelling companion is meant a person the others in the travel group are dependent on in such a way that the trip cannot be undertaken without this person's participation (chauffeur, coxswain, leader etc.). The key travel companion can also be a person the insured is to have a meeting with but who for reasons of illness, accidental injury or death cannot honour the appointment, rendering the business trip pointless.
- fire, burglary, natural disasters and burst water pipes that may affect the insured's residence, office or business and which requires

the insured's presence.

- an epidemic or natural disaster at the destination making it inaccessible and making remaining there a threat to life and health.
- an act of terrorism, war or a similar war-like action rendering the destination inaccessible and where the Norwegian Ministry of Foreign Affairs has advised against travelling to or staying in the area Cancellation costs are compensated for trips from the time the travel recommendations are announced and for 14 days thereafter.

The exacerbation of symptoms/conditions that the insured is receiving treatment for before a trip is purchased does not qualify as sudden and acute illness occurring in the insurance period.

Compensation is payable when incidents as described above occur during the insurance period.

#### 5.2.4 What is not compensated

We will not pay compensation for cancellations which are due to:

- pregnancy or the voluntary termination of a pregnancy.
- pregnancy complications and birth from the 36th week of pregnancy
- a hospital stay, evaluation, examination or treatment which takes longer than planned.
- a planned recreational/curative stay which is moved forward or postponed.
- the trip's purpose having lost its purpose in cases other than those described above.
- fear of illness or infection in circumstances other than those described above.
- fear of situations/conditions at the destination.

### 5.3 Delays

#### 5.3.1 Delayed departure

When the insured is delayed because their pre-paid means of public transport does not depart at the scheduled time, we will pay compensation for the necessary and documented excess expenses required to catch up with the established travel itinerary.

We will compensate up to NOK 1,500 per person and up to NOK 4,000 per family for travel expenses or overnight accommodation.

The delay must be directly due to:

- extreme weather conditions that delay the means of transport that the insured is travelling with/will travel with
  - technical problems and/or a traffic accidents involving the means of transport.
- which occur after the journey has commenced.

The delay and its cause must be confirmed in writing by the tour operator or transport company.

The insurance does not cover expenses incurred due to flight delay, cancellation or overbooking which falls under the EU directive 261/2004 and for which the airlines themselves are liable for.

#### 5.3.2 Delayed arrival

When a delay of at least 2 hours results in arriving late for pre-paid transport, we will pay compensation for the necessary and documented travel expenses required to catch up with the established travel itinerary.

We will compensate travel costs of up to NOK 20.000 per person, up to NOK 50.000 for family and overnight accommodation expenses of up to NOK 1.500 per person, up to NOK 4.000 per family.

The delay must be directly due to:

- weather conditions that delay the means of transport that the insured is travelling with/will travel with.
- technical problems involving the means of public transport that the insured is travelling with/will travel with.
- a traffic accident involving the means of public transport that

- the insured is travelling with/will travel with.
- technical problems and/or a traffic accident necessitating the salvage of the private car that the insured is travelling in, which occurs after the journey has commenced.

During stay on an offshore platform, ship or the like, compensation is paid for necessary and documented excess expenses incurred in catching up with the established itinerary where the delay is a minimum of 72 hours (3 days) upon arrival at the heliport.

This is provided the delay and cause of the delay are confirmed in writing by the tour operator, transport company or salvage company.

The insurance does not cover expenses incurred due to flight delay, cancellation or overbooking which falls under the EU directive 261/2004 and for which the airlines themselves are liable for.

### 5.3.3 Delayed luggage – business travel

When checked luggage arrives late at the point of destination, and the delay is certified by the carrier (in a Property Irregularity Report), necessary expenses documented with original receipts will be refunded for the purchase of clothes and toiletries for use during the time the luggage is missing.

Such expenses will also be refunded if checked-in luggage is exchanged

The insurance covers up to NOK 6.000 per person.

An accompanying spouse/partner will have their expenses refunded according to the rules in section 5.3.4

A co-insured spouse/partner who is on a business trip for an employer other than the policyholder will have their expenses refunded according to the rules in section 5.3.4

If checked-in luggage is unavailable due to a delay that causes an involuntary transit and need for overnight accommodation, we will refund up to NOK 500 per person.

### 5.3.4 Delayed luggage – private travel

When checked luggage arrives at least 4 hours late at the destination, and the delay is certified by the carrier (in a Property Irregularity Report), necessary expenses documented with original receipts will be refunded for the purchase of clothes and toiletries for use during the time the luggage is missing.

Such expenses will also be refunded if checked-in luggage is exchanged

The insurance covers up to NOK 3.000 per person, up to NOK 15 000 per family

If checked-in luggage is unavailable due to a delay that causes an involuntary transit and need for overnight accommodation, we will refund up to NOK 500 per person, up to NOK 2 500 per family, for buying necessary clothes and toiletries.

## 5.4 Luggage

See also the safety regulations in section 8.2 and the regulations for the settlement of claims in section 9.2

### 5.4.1 What the insurance covers:

- Personal luggage. Personal luggage is defined as personal belongings which the insured takes with them for personal use while travelling and during their stay. Luggage is also defined as any items the insured has rented or borrowed in accordance with a written contract at the time of taking said items into their possession and before the trip has commenced.

- possessions belonging to the employer that the insured has with them on a trip.
- personal luggage sent as checked luggage where the insured is travelling by the same means of transport. Where the insured is separated from their luggage due to the actions of the transport company, this will have no impact on the insured's right to compensation.

### 5.4.2 What the insurance does not cover

Personal luggage does not include:

- motor vehicles and camping cars with accessories. Accessories are defined as alarms, spare parts and permanently mounted equipment such as music systems, mobile phones and roof boxes. Equipment for motor vehicles such as driving suits, helmets, gloves, boots and luggage storage equipment are defined as accessories when in use, or when stored together with the vehicle, see section 5.4.5.7
- boats with accessories. canoes/kayaks are not considered to be boats in this context.
- air sport equipment, including parachutes, hang-/paragliding equipment with accessories and base jumping equipment
- household items, furniture and home contents.
- products and product samples, tools, machines and measurement instruments.
- drawings, manuscripts, documents, travel cheques, securities, membership/ID/access cards, certificates of all kinds.
- stamps, collections, developed film and saved data. The term collections is defined as objects/articles of interest for collectors/with a collector's value such as works of art, authentic carpets, weapons, coins, bank notes and stamp collections.
- food articles and natural stimulants.
- animals.
- possessions belonging to another employer than the policyholder.

### 5.4.3 The insurance does not apply when the insured is:

- at home.
- at an educational institution/place of education during classroom hours (pre-school, daycare, school, university, academy, military service, etc.)
- the workplace is defined as the place the insured performs their regular, everyday work.

The luggage insurance does not cover loss of/damage to personal belongings which are kept in the above-named locations, even while the insured is travelling.

### 5.4.4 What is compensated

We compensate for the loss of/damage to luggage that is the result of:

- Theft. Theft is defined as the purloining of belongings that the insured has had in their possession, cf. §§ 321, 322 and 323 of the Norwegian General Civil Penal Code. It is not considered theft where belongings are lost/misplaced and they are later kept by the person who found the items, cf. 345 § of the General Civil Penal Code.
- Robbery, cf. §§ 327, 328 and 329 of the General Civil Penal Code.
- Vandalism. Vandalism is defined as where another person illegally destroys, damages, renders useless or wastes the property of the insured, cf. §§ 21, 22, 351, 352 and 353 of the General Civil Penal Code.
- Natural disasters. A natural disaster is defined as damage resulting directly from a natural disaster, such as an avalanche, storm, flooding, earthquake, volcano eruption, cf. the Act on Natural Damage Insurance.
- A traffic accident involving a motor vehicle, boat, camping car or bicycle; see section 10.3
- Fire, soot damage, lightning strikes and explosions. Fire is defined as flames which have come out of control.
- Water damage in a building. Water damage is defined as the leaking of water from the building's pipelines or water which

suddenly penetrates into the building from the ground.

- Damage/loss during transport when luggage is sent as checked luggage, and the damage/loss is confirmed by the carrier in a Property Irregularity Report; see section 5.4.6

#### 5.4.5 Limitations

Within the limits of the agreed insurance sum, we will pay compensation for:

5.4.5.1 Cash of up to NOK 3.000 per person, up to NOK 6.000 per family, per insurance event

5.4.5.2 For mobile phones with accessories - up to NOK 3.000 per insurance event.

5.4.5.3 CD, DVD, blu-ray and computer games - up to NOK 2.500 per insurance event

5.4.5.4 Bicycles with fixed accessories - up to NOK 4.000 per insurance event. The company pays compensation for other cycling equipment/accessories such as helmets, shoes etc. as described in section 5.4.5.7.

5.4.5.5 Tickets (travel documents) and passports - up to NOK 10.000 per person, , up to NOK 50 000 per family.

Items such as are mentioned in section 5.4.5.6 and 5.4.5.7 - up to NOK 20.000 per person, up to NOK 30 000 per family, per insurance event

5.4.5.6 Jewellery, watches, pearls, precious stones, precious metals, bunad silver, photo/video/computer equipment with accessories and software, audio-visual equipment with accessories, mobile phones and other electronic equipment with accessories

5.4.5.7 Antiques, works of art, rugs, furs, bunad/national costumes with accessories (excluding silver), musical instruments and musical equipment, weapons with accessories and ammunition, sports equipment, as well as equipment/accessories for fishing, skiing, golf, climbing, diving, and air sports, driving equipment for motor vehicles such as driving suits, helmets, gloves, boots and luggage storage equipment, see section 5.2.4

5.4.5.8 Other items than those listed in section 5.4.5.6 and 5.4.5.7 are compensated by up to NOK 15 000 per insurance event.

5.4.5.9 Employers property up to NOK 15.000 per insurance event. This coverage is additional to the agreed sum insured for luggage

5.4.5.10 Keys up to NOK 4.000 per insurance event

#### 5.4.6 What is not compensated for:

- damage caused by the normal use of the object.
- vandalism caused by a close family member, namely a spouse/partner, child, parent or sibling.
- scorching and spark damage not caused by fire.
- minor damage to suitcases, rucksacks, prams and bicycles (e.g. scratches, scrapes, rifts, flaws etc.).
- damage to checked-in suitcases, bags, rucksacks, and other luggage units.
- damage to objects under transport due to the leaking of liquids, broken objects, perishable goods, or damage caused by the objects due to their condition/shape.
- expenses/financial loss caused by lost/damaged luggage.
- damage/loss due to embezzlement/fraud, cf. The Civil Penal Code §§ 324, 325, 326, 371, 372, 373 and 374
- items purchased or received as a gift outside Norway and are not declared on importation, according to Norwegian legislation. See Customs Act/VAT Act with regulations

## 5.5 Home Contents and Chattels Insurance

See also the safety regulations in section 8.3 and the regulations for the settlement of claims in section 9.3

#### 5.5.1 What the insurance covers

The insurance covers the contents of the insured's permanent home at the place of posting, which belong to the insured or for which the insured has assumed liability for pursuant to a written agreement/rental contract. In addition, home contents as described in the other terms and conditions are covered.

#### 5.5.2 What the insurance does not cover

Home contents and chattels are not considered to be:

- motor vehicles, parts, fitted accessories, tyres and wheel rims for motor vehicles.
- boats longer than 15 feet. canoes, kayaks and surf boards are not considered to be boats.
- outboard engines of more than 10 HP.
- wharfs.
- lawnmowers, snowploughs and soil ploughs.
- work equipment and goods,
- aircraft; parts and accessories for aircraft. Hang-gliders or paragliding equipment are not considered as aircraft.

#### 5.5.3 What loss/damage the insurance covers

We will compensate damage/loss due to:

- fire; specifically any fire which has come out of control.
- sudden soot damage.
- explosion.
- a direct lightning strike, that is to say that the object has been struck by lightning and is clearly impacted by it.
- electrical phenomena, that is to say a short circuits, electrical arcs, sparkovers and overvoltages, including where they are the consequence of thunder and lightning.
- Gas, water/liquid leaks from pipes with connected equipment; in the case of a break/leak or flood from such equipment. Compensation of up to NOK 5.000 for loss of gas, water/other liquid per insurance event. NOK 10.000 per insurance event.
- water which suddenly penetrates into a building from the ground where this results in visible, free-standing water over the lowest floor level. Water in a constructed floor is not considered to be free-standing.
- a flood or leak from an aquarium or water bed.
- a leak from a fire extinguisher.
- any theft of home contents from a building and vandalism in connection with the burglary. Damage to the building due to a burglary is compensated by up to NOK 16.000 per insurance event.
- theft from a shed with access from a shared cellar, loft or garage. The company pays compensation of up to NOK 25,000 per insurance event:
- theft from the outdoor area of a private house, with the exception of shared outdoor areas. Compensated by up to NOK 10.000 per insurance event:
- theft from a building which is the insured's place of work or place of education/study, but not from a building or construction site. Compensated by up to NOK 10.000 per insurance event:
- theft of a bicycle/pram from home/place of work/place of education. Compensation is also paid for bicycle trailers which are locked to or fixed to the bicycle for a sum of up to NOK 8.000 per bicycle/bicycle trailer.
- food in a freezer which is ruined due to an unintended rise in temperature is compensated by up to NOK 10.000 per insurance event.
- broken window panes and sanitary porcelain in rented or co-owned houses.
- natural disasters which are directly caused by avalanches, storms, floods, storm floods, earthquakes or volcano eruptions. General terms do not apply.

#### 5.5.4 Limitations

Within the limits of the agreed insurance amount, the company



pays compensation for:

5.5.4.1 Cash and securities documents - up to NOK 10.000 per insurance event.

5.5.4.2 Boats of up to 15 foot in length, canoes, kayaks, surf boards, hang-gliders, paragliding equipment, parachutes and kites - up to NOK 10.000 per item.

5.5.4.3 Necessary excess expenses for accommodation away from home, where the insured is not able to remain home due to damage; necessary removals and storage costs are compensated by up to NOK 30.000 per insurance event Accommodation in excess of one week must have prior approval by the company.

5.5.4.4 Expenses incurred for the necessary restoration of manuscripts, working drawings/calculations, archives, photographs, film, video, data and computer programmes are compensated by up to NOK 10.000 per insurance event. Compensation is not paid for any travel and accommodation expenses incurred as a result.

#### 5.5.5 What is not covered

The company does not pay compensation for:

- scorch and spark damage not caused by fire.
- damage caused by water leaking into the building from outdoors, unless the damage is in keeping with the point above.
- damage caused by fungus, dry rot or bacteria.
- theft from common rooms and shared garages, even where the object is stored in a locked cupboard or similar location.
- theft from and vandalism to rooms on a building or construction site other than those used for accommodation.
- theft from and vandalism to buildings which are accessible to everyone, and rooms that can be entered without authorised access.
- damage to window panes and sanitary porcelain such as scratches, peeling etc. – irrespective of cause
- damage caused by any breach in the frame of a double-glazed window.
- damage to glass or sanitary porcelain which has been specially fitted for or is connected to occupations or trades.
- damage to glass in greenhouses.
- damage caused by a member of the household, tenant or a person in the household member's or tenant's household.

### 5.6 Summons home - Return travel - Being Summoned Out

See the regulations for the settlement of claims section 9.4

#### 5.6.1 Summons home

We compensate for any necessary, documented and exceptional travel expenses when the insured, before the planned journey home was scheduled to commence, has to travel back to the home country due to:

- unexpected, serious illness and serious accidental injury and/or burial/funeral, in the insured's close family, see section 10.3
- fire, burglary, natural disaster or damaged water pipes in the insured's residence, office or business requiring the insured's presence.

The company pays compensation for one return journey per insurance event.

#### 5.6.2 Return travel

After the insured has been summoned home, see section 5.6.1, we reimburse any necessary and documented excess expenses for the journey back to the place of posting. The return journey must take place within 14 days after the journey home and within the planned duration of the posting and the insurance period.

The summons home and the return journey (equivalent to an economy class flight ticket) is reimbursed by up to NOK 60.000 per insurance event.

#### 5.6.3 Summons out

The company pays compensation for necessary and documented excess expenses for travel (equivalent to an economy class flight ticket) and accommodation when up to two immediate family members are summoned due to the insured falling unexpectedly, acutely and severely ill, suffering a severe accidental injury or dying unexpectedly.

The summoning of close relatives is not covered where a decision has already been obliged to repatriate the insured within a short time or where the insured is already admitted to a hospital/institution back in their home country. We do not compensate for any summons where the insured company falls ill, is injured or has died for reasons other than those covered by the medical or accident insurance.

### 5.7 Medical Insurance

See the regulations for the settlement of claims section 9.5

#### 5.7.1 What the insurance covers

The insurance covers the documented expenses incurred in the period of insurance for necessary, regular medical treatment, for reasons of:

- the insured's unexpected, acute illness, accidental injury or death.
- acute deterioration in the existing illness/chronic condition that requires emergency treatment in order to get the insured back to the same condition they were in before the deterioration set in.
- necessary medicines and requisite check-ups at the doctor's for reasons of an already existing illness or chronic condition.

In addition, the insurance covers costs incurred in the period of insurance due to exceptional transport home/the medical evacuation of the insured, the postponement of or changes to the travel itinerary, home nursing, the journey back or employee substitution; costs related to pregnancy/birth and dental treatment.

#### 5.7.2 What the insurance does not cover:

The insurance does not cover:

- examinations, diagnostic imaging and treatment, for example operations, radiotherapy, laser treatment etc. for reasons of an illness or condition that was known prior to the insured's enrollment in the insurance agreement
- costs incurred in other countries than the homeland or the post-ing country when the insured has travelled for medical treatment
- costs for stay and medical treatment in private clinics in Norway/Nordic countries for members of the Norwegian/Nordic National Insurance Scheme
- treatment due to the use/misuse of alcohol, medicines or narcotic substances.
- treatment for withdrawal symptoms and medicines in this connection - such as methadone, subutex or similar drugs

#### 5.7.3 What we compensate for:

##### 5.7.3.1 Outpatient treatment ordered by a doctor

The insurance covers:

- fees for consulting a general practitioner or specialist.
- up to 24 consultations with a physiotherapist/chiropractor/naprapath/acupuncturist
- up to 24 consultations with a psychiatrist/psychologist.
- samples, tests and x-rays.
- bandages/plaster.
- prescription medicines.
- children vaccinations
- vaccinations necessary for staying at the station abroad, recommended by WHO.

Compensation is limited to NOK 70.000 per insured per insurance year.

Without limitations on the sum, we compensate for:

- MR/CT/ PET- scans
- medical examinations and treatment for cancer discovered during the period of insurance.
- surgery.

#### 5.7.3.2 Hospital stays and outpatient surgery

Without limitations on the sum, we compensate for:

- hospital stays ('semi' private) including nursing, medicines and bandages/plaster.
- doctors' fees for examinations, anaesthetics and surgery.
- operations and treatment/admittance to intensive care.
- pathology, laboratory tests, x-rays, MR/CT/PET scans and physiotherapy.
- prosthetic implants (not teeth) that are installed to replace one or several destroyed or damaged body parts.
- examinations and treatment for cancer.
- one of the parent's stay at the hospital during the admission term of a child under 18 years of age. The child must be covered by the insurance policy.
- psychiatric treatment for up to 20 days in the course of the year of insurance.

#### 5.7.3.3 Pregnancy and childbirth

We compensate the necessary expenses for:

- ordinary pregnancy check-ups (doctors' fees, ultrasounds etc.) where the insured has been covered by the policy for at least 4 weeks before the first check-up.
- travel in connection with the birth.
- overnight stays in connection with birth for the insured and the person accompanying them.
- childbirth without complications/planned caesarean births and check-ups immediately following the birth, where the insured has been covered by the insurance policy for at least 10 months before the estimated delivery date.

Compensation is paid of up to NOK 90,000 per insurance event.

#### 5.7.3.4 Home nursing

Expenses for authorised home nursing immediately subsequent to a hospital stay are compensated by up to NOK 1.200 per day for up to 30 days per insurance year. Home help is compensated for only where it is necessary for medical reasons to the extent that the insured party would otherwise have had a longer stay in hospital.

#### 5.7.3.5 Transport by ambulance

Expenses for necessary transport by ambulance to/from hospital is compensated in case of admittance to hospital.

#### 5.7.3.6 Dental expenses

Expenses for emergency dental treatment is compensated by up to NOK 6.000 per insurance year

#### 5.7.3.7 Repatriation/medical evacuation

Following an insurance event as outlined in section 5.7.1 and on prior approval by Europeiske, the insurance covers medical transportation to a qualified treatment centre or to the insured's home country when adequate medical treatment cannot be given where the insured is located. We reserve the right to demand that the insured is transported to the location of posting or back to the home country in the event that treatment can be postponed until the insured has returned home.

For treatment outside of the home country or place of posting, compensation is made for excess costs for the direct journey to their home residence where the journey home is medically justifiable.

Upon the death of the insured, additional expenses are covered for transport of the coffin or urn back to the deceased's home. As an alternative to transport home, Europeiske can cover burial/funeral

expenses on location of up to NOK 40,000 per insured event.

#### 5.7.3.8 Return journey/employee substitution

Following an insurance event as outlined in section 5.7.1 which involves transport home for the insured, we compensate the necessary excess costs for the journey back to the location of the posting within one month after the insured has been declared healthy. The return journey must take place within the planned period of presence in the location of posting and within the period of insurance.

Where the insured, for medical reasons and in keeping with the doctor's orders, cannot return to the location of posting, we compensate for employee substitution within 14 days after the insured has arrived back home.

#### 5.7.3.9 Medical escort

Following an insurance event as outlined in section 5.7.1 and following prior approval, compensation is paid for necessary and documented expenses in connection with travel and overnight accommodation for an escort accompanying on doctor's orders where the escort shall:

- stay with the insured at the destination until it is possible to travel home/continue travel and when travel home/continued travel is postponed/changed in accordance with orders from the doctor on site.
- escort the insured to the treatment centre or to the insured's home.

#### 5.7.3.10 Delayed repatriation/changed itinerary

Following an insurance event such as that described in section 5.7.1, the necessary and documented excess expenses for travel and overnight accommodation will be compensated where the insured for medical reasons and following a doctor's orders cannot undertake their scheduled journey. Excess costs are not compensated for where the insured has returned to their place of posting.

#### 5.7.3.11 Personal expenses during hospitalisation

During hospitalisation for reasons outlined in the terms and conditions, documented expenses for toiletries, food and telephone use are compensated by up to NOK 1.000 per insurance event.

### 5.7.4 What is not covered

The insurance does not cover expenses resulting from:

- complicity/participation in an act of crime.
- self-inflicted injuries or suicide.
- funeral or burial after repatriation of the coffin or urn.
- stays outside of hospital for convalescence/rehabilitation.
- medical check-ups and routine examinations without any particular symptoms of illness.
- precautionary examinations/treatments.
- voluntary termination of pregnancy, sterilisation, contraception, fertility treatment, sexual problems or sex change.
- expected complications or injury, illness or conditions which have not arisen within the period of insurance.
- injuries, illnesses or disorders which are the result of exposure to nuclear radiation or chemical pollution.
- participation in war, civil unrest or acts of terrorism.
- cosmetic surgery/cosmetic treatment. We do not cover breast reduction, hair transplant, eye lid operation, removal and molluscum and warts even when the treatment has a medical cause
- loss of hearing.
- sight loss/changes in vision.
- speech difficulties.
- learning disorders, support teaching and homework help.
- behavioural/developmental disorders. (ADHD, autism and such)
- physical challenges, such as short of stature a.o
- snoring/sleep-related breathing difficulties/problems.
- dental treatment that is not of an acute nature, for example, routine check-ups, braces, and surgery in connection with the latter; teeth whitening and dental care.

- dialysis for more than 30 days.
- osteopathy, homeopathy, Apos therapy, traditional chinese medicine etc.
- medical accessories, such as measuring instruments, whigs, special shoes, insoles, hearing aids, bite splint, glasses, contact lenses and advice on/adaptation of the like.
- treatment for obesity, whether surgery, training, slimming courses etc.
- counselling on nutrition.
- congenital injuries/disorders that do not require emergency treatment.

Where there is no additional insurance, see section 11, we do not compensate for expenses connected to scuba and recreational diving deeper than 40 meters,, martial arts, base jumping, stunt activities, motorsport and other extreme sport.

Without additional insurance, see section 11, we do not compensate for altitude sickness or other medical conditions resulting from being at altitudes of over 4.000 meters.

## 5.8 Accident insurance - expatriates

See the regulations for the settlement of claims section 9.6

### 5.8.1 What the insurance can cover

The insurance is valid 24 hours per day for the duration of the posting and for trips as described in section 2

The insurance applies where the insured suffers an accidental injury. Accidental injury is defined as a physical injury to the person caused by a sudden and unexpected external event; an accident which occurs during the insurance period. Psychological damage is not covered.

The insurance applies to:

- Death.
- Permanent medical invalidity.
- Medical expenses. The insurance covers regular and necessary treatment expenses which are incurred during the first two years after the accident occurred, for:
  - doctors and dentists.
  - medicines and bandages prescribed by a doctor or dentist.
  - chiropractor/physiotherapist treatment prescribed by a doctor.
  - necessary travel expenses to and from home for necessary treatment. Compensation will be paid for the least expensive form of transportation, taking the insured's medical condition into account. Use of a private car will be refunded at a rate of NOK 2 per km.

For damage to teeth for children under 18, the Company pays compensation for expenses required for preliminary, permanent dental treatment (for a bridge, crown etc.), on prior approval by the company, even if the final treatment has to be postponed beyond a two-year period for reasons of age. Settlement shall be made at latest ten years after the end of the year in which the injury the occurred, based on a cost estimate from a dentist/dental technician.

This is on the provision that the insured cannot claim compensation for the expenses from others. Compensation is limited to 5% of the insurance sum where medical invalidity occurs.

## 5.8.2 Limitations

### 5.8.2.1 Occupation/trade

#### 5.8.2.1.1 Performance of occupations with a low risk of accident.

The insurance applies as stipulated in section 5.9.1 to persons not considered occupationally active or that have occupations with a low accident risk, that is to say occupations such as:

- supervisory work.
- military service and refresher training.

- office work.
- manual work which entails limited physical activity and/or is performed without the use of production materials/machines. Examples of these are watchmakers, nurses, hairdressers and goldsmiths.

#### 5.8.2.1.2 Performance of occupations with an elevated risk of accident.

Occupations with a high risk of accident are defined as:

- occupations that involve working at heights (with a ladder, scaffolding, lift, etc.)
- work practised with the aid of machinery and production equipment.
- work Involving the use of chemical products.
- work in agriculture, in forestry, with livestock or reindeer.
- transport activities.
- warehouse and building work.
- plumbers.
- electricians.
- painters.
- carpenters.
- road and construction work.
- cleaners.
- the military.
- the fire service.
- security/caretaker.
- police and prison services.

For people who practise such occupations, the insurance only covers their leisure time, unless additional coverage has been taken out with the company, see section 11. Where such cover has not beentaken out, the insurance does not apply during the practice of the occupation or when present at the workplace.

Work connected with the building and maintenance of one's own home/holiday home, used by the insured for private purposes only, is covered by the insurance.

#### 5.8.2.1.3 Occupations not covered by the insurance

The insurance does not apply to the following occupations, including when the insured is not at their workplace:

- diving.
- all offshore activities.
- professional fishermen.
- service in military vehicles (including the navy and air force).
- production at a stone masonry or at sand and gravel quarries.
- all activities related to the production, storage, utilisation and transportation of explosives.
- stunt activities.
- aerial acrobatics.

The insured has a duty to notify the Company immediately in the event of a change of occupation after the insurance contract has been signed. Where the insured fails to fulfil this obligation, the company's liability may be reduced, cf. section 13-7 of the Insurance Contracts Act.

## 5.8.3 What the insurance does not cover

### 5.8.3.1 Psychological or behavioural disorders, learning disabilities and the like

The insurance does not provide the right to compensation for psychological disorders, behavioural disorders, learning difficulties etc. which are covered by the diagnosis codes F00 to F99 inclusively, in accordance with ICD-10\* relating to the consequences of such disorders.

ICD-10\* is the 10th revision, with subsequent amendments, of the international statistical classification of illnesses and related health problems, adopted by the World Health Organisation.

### 5.8.3.2 Illness, contagion and other particular conditions

The insurance does not cover accidental injury caused by illness,

disease or predispositions to illness or disease, such as injury caused by an epileptic fit, loss of consciousness, stroke etc. The insurance does not cover the following conditions either, even where an accidental event is the triggering cause:

- strokes.
- heart attacks.
- cancer.
- back pain, unless the pain is caused by a fracture in the vertebral column, proven by X-ray, and the fracture was the result of an accident.
- infections, unless the infection was caused by a skin injury which resulted from an accident.

Insect stings and bites do not qualify as accidental occurrences.

#### 5.8.3.3 Poisoning

The insurance does not apply to accidental injuries resulting from poisoning from food, drink or natural stimulants.

#### 5.8.3.4 Medical treatment/medicine use.

The insurance does not cover accidental injuries resulting from medical examinations, treatments etc. - or taking medicines, unless the Insured is being treated for an accidental injury for which Europeiske is accountable.

#### 5.8.3.5 Scars and disfigurement

The insurance does not give the right to compensation for any scarring and disfigurement which represents a degree of invalidity of less than 15 %.

#### 5.8.3.6 Dental Damage

Dental damage does not give the right to invalidity compensation.

#### 5.8.3.7 Sport and high-risk activities

Without an additional insurance. see section 11, the insurance will not cover accidental injury related to:

- boxing/wrestling/judo/karate and other martial and self-defence sports
- base jumping
- stunt activities

*The insurance does not cover:*

sports and expeditions which generate income or sponsorships for the insured of more than 1 times the National Insurance baseline amount per year. Service in peace-keeping forces or in military/paramilitary forces in other countries/organisations..

#### 5.8.3.8 Fighting, criminal acts and acts of retribution

The insurance does not cover accidental injury resulting from the insured's participation in a fight, participation in a criminal activity or where they fall victim to an act of revenge in connection with their own participation in a punishable offence.

#### 5.8.3.9 Intent and negligence.

Where the insurance event is the result of direct negligence on the part of the insured, the company is no longer liable. The company is nevertheless liable where, owing to age or state of mind, the insured was incapable of comprehending the implications of their own actions. The company is in no instance liable for suicide or attempts at suicide which are the result of mental disorders. Where the claimant can show that the suicide was caused by acute mental deterioration due to external causes, as opposed to mental illness, the Company is nevertheless liable.

#### 5.8.3.10 Search and rescue

The insurance does not cover the costs of search and rescue operations.

#### 5.8.3.11 Costs of medical treatment

The insurance does not cover the following medical expenses:

- expenses related to dental damage resulting from chewing or biting.

- excess expenses for examination, treatment or training at private clinics/health institutions or at private doctors/therapists without the right to reimbursement from the public sector.
- expenses for aids.
- transport from the accident site.

## 5.9 Liability Insurance

See the regulations for the settlement of claims section 8.4 and rules for the settlement of claims in section 9.7

### 5.9.1 What the insurance covers

The insurance covers the insured's liability to pay compensation for damage caused by them as a private person, pursuant to the prevailing legislation in the relevant countries. Damage is defined as personal injury or damage to objects. Personal injury is deemed to have occurred when a person is injured, has an illness inflicted on them, or dies. Damage to property is considered to have occurred when property, including animals, has been damaged or lost or when electronically saved information becomes corrupted or is lost in some other way. Economic loss resulting from damage to be covered is considered to be part of the damage.

The damage must be ascertained by the insured or the claimant during the term of insurance. The damage is assessed according to the insurance applicable at the time the damage was first detected. All damage resulting from the same occurrence will be regarded as one insurance event and will be considered as having occurred at that point in time when the damage first was detected.

### 5.9.2 What the insurance does not cover

Europeiske does not cover liability incurred by the insured

- where the liability is based solely on guarantees, contracts, promises, pledges or other agreements entered into before or after the damage was detected.
- where there is damage to items the insured rents, borrows, uses or has in their possession.
- for libel, redress or fines, cf. the Act of 13 June 1969, no. 26 on Damage Compensation §§ 3 -5 and 3-6
- where the involved are spouses/partners, parents/step parents, foster parents/parents-in-law, siblings, children/step children/ foster children and their spouses and partners. The family relationship at the time the damage occurred is taken into account.
- where the liability occurs in relation to a business run or managed by the insured or in which the insured family holds a major interest.
- as the owner, driver or user of motor vehicles, working machines with their own propulsion machinery. Liability is nonetheless covered as the owner, driver or user of an industrial machine with its own propulsion which cannot be driven faster than 10 km per hour, which weighs no more than 750 kg, and which is only used on/in connection with the insured own property. Motorized wheelchairs and other similar motorized mobilisation devices used by disabled persons are not considered to be motor vehicles when they cannot be driven faster than 10 km per hour. Motorized devices for children are not considered to be motor vehicles where they have a maximum speed of 6 km per hour and weigh no more than 50 kg
- where the insured is the owner, driver or user of a sail boat or motor-driven boat. Surf boards and kayaks are not considered to be sail boats in this regard.
- where the insured is the owner, driver or user of an aircraft. Hang gliders and paragliding equipment without motors are not considered to be aircraft in this context.
- where the insured is the owner, rider or user of registered trotting or racing horses.
- where property damage has resulted from excavating, drilling, blasting, surveying and demolition. The term explosion also includes the use of expansion mass.
- where the insured has objective liability for their children perpetrating damage, cf. the Act of 13 June 1969, no. 26 relating

to the Payment of Damages 1-2.

- where the practice of an occupation or trade is in course.
- where the insured is the owner of real estate.
- where damage is caused by intent or negligence and the consequences of such damage.
- where there is pollution of the air, water or ground, or damage caused by such, unless the cause is sudden and unforeseen. Pollution includes dust, noise, din, odour, light and irradiation.
- where contagious diseases spread between people, irrespective of how the contamination occurred.
- where there is damage to items/property due to dry rot and decay or as the result of the slow penetration of moisture.

## 5.10 Legal Expenses Insurance

See the regulations for the settlement of claims section 9.8

### 5.10.1 What the insurance covers

The insurance covers the costs of legal representation/assistance by up to NOK 20,000 per dispute where the insured becomes party to a legal dispute as a private person that requires legal assistance before a business or holiday trip is concluded. Court costs and legal fees imposed by the court are not covered.

### 5.10.2 What the insurance does not cover

The insurance does not cover expenses from legal disputes which involve:

- the insured occupation or trade, including settlements pursuant to industrial injury insurance and regulations relating to industrial injury, chapter 1-7.
- the insured's real estate or the purchase/sale of real estate or timeshare property
- any connection to separation, divorce, child custody arrangements, custody rights, paternity, inheritance, invalidation of gifts, alimony, estate distribution,
- the dissolving of joint finance agreements between partners; the resolution of household and probate cases
- fall solely under the authority of local courts, except for those involving a residential rental agreement.
- bills of exchange, credit and other negotiable documents, collection cases in which the payment demand is not disputed, debt negotiations cases and cases involving bankruptcy or associated debt negotiations where the insured is either bankrupt or a debtor.
- motor vehicles, working machinery with its own propulsion engine. Disputes are nevertheless covered where the insured is the owner, driver or user of an industrial machine with its own propulsion, which cannot be driven faster than 10 km per hour and weighs no more than 750kg, and which is only used on/in connection with the insured's own property.
- sail boats and other motor-driven craft. Surf boards, canoes and kayaks are not considered to be sail boats in this context.
- aircraft. Hang- and paragliding equipment without motors are not considered to be aircraft in this context.
- registered trotting or race horses, or where the insured is a part owner, rider or user of these.
- that which concerns or has its origins in a criminal act, criminal case, defamation, libel, slander cases and claims for damages in such cases, as well as cases involving liability according to the laws of the particular country.
- any case that obviously cannot be won.
- expropriation cases or other cases in which the insured seeks to obtain the right to another's property, where this is a matter of discretion.
- public administrative decisions. Nevertheless, expenses are covered in connection with civil actions where the administrative right to appeal has been fully exhausted. In connection with civil actions, any expenses incurred during the administrative process are exempted from this coverage.
- lawyers' fees or expenses for expert witnesses
- expenses for personal injury suits pursuant to motor vehicle liability before the traffic insurance company for the motor vehicle

has rejected in writing any coverage of the insured's expenses for legal assistance prior to legal proceedings.

- expenses incurred before a dispute has occurred.
- claims settlements under this policy or another insurance agreement with Europeiske or If Skadeforsikring which cover the insured

## 6 Sums Insured

The sums insured are listed in the insurance policy.

## 7 Insurance Deductibles

Applicable sums of deductible insurance are listed in the insurance policy.

## 8 Safety Regulations

Safety regulations are regulations pertaining to due diligence established to prevent and limit damage/loss. If the Insured is guilty of a breach of the safety regulations, the Company's liability may be reduced or cease to exist, cf. section 4-8 of the Insurance Contracts Act and section 10.2 in Terms and Conditions.

### 8.1 Safety regulations for cancellation insurance

As soon as it becomes clear that the trip cannot be undertaken, the insured is obliged to cancel the trip/stay/tenancy where this has been purchased and to respect the applicable cancellation requirements of the travel organiser.

### 8.2 Safety Regulations for Luggage Insurance

1. The insured must keep watch over the secured items. This includes an obligation to ensure that all belongings are brought along when leaving a location.
2. The insured must ensure that doors are locked and keys/codes are kept inaccessible to intruders. Windows and other apertures must be closed and properly secured to prevent unauthorised persons entering a motor vehicle, camping car, boat, cabin, apartment, hotel room or other temporary place of residence (such as a tent). A window opened slightly for ventilation is not considered to be proper security against theft.
3. The insured must carry all cash with them, or keep it locked in a permanently mounted safe or deposit box in the building or in a suitable place of safekeeping in a locked room in a building. Keys/codes shall be kept inaccessible to intruders
4. When not in use, the insured must place items described in section 5.4.5.6 and 5.4.5.7 under lock and key. Items as listed in section 5.4.5.6 shall not be kept in or on motor vehicles, camping cars, tents or in rooms anyone other than the insured and his/hers travel companions has access to.
5. The insured must not leave the insured item in/on a motorvehicle, caravan, boat or tent at night or for more than one (24 hours). "At night" is defined as the period between the time of leaving the place of safekeeping during the day until the time of retrieval the next day, and in all cases, vehicles, camping cars, boats or tents left vacant from midnight to 6 a.m.
6. The insured must ensure that the insured items are sufficiently and properly packaged and secured to withstand the relevant form of transport. Electronic goods that are to be carried on a boat/canoe/kayak must be packed in watertight packaging.
7. The insured must not send fragile items, perishable goods, cash, jewellery, wrist watches, spectacles, precious stones, precious metals, camera/video/computer equipment, audio-visual equipment with accessories, mobile phones or other electronic equipment in checked luggage.

### 8.3 Safety Regulations for Household Goods and Chattels

1. The insured must ensure compliance with the local fire rules and regulations established by the public authorities.
2. The insured must, in order to avoid frost damage, ensure the building is adequately heated or ensure the plumbing system is drained and that the stopcock is in the off position.
3. The insured must ensure that doors are locked and keys are kept

inaccessible to intruders. Windows and other apertures shall be closed and properly secured with a catch or some similar device. A window opened slightly for ventilation is not considered to be a sufficient preventive measure against theft.

In buildings other than residential properties, cash, jewellery, cameras, furs and other objects of value shall be stored under lock and key or be otherwise properly secured.

4. The insured must ensure that doors are locked and keys are kept inaccessible to intruders.

#### **8.4 Safety regulations for liability**

The insured shall ensure full compliance with the requirements/regulations of the authorities regarding the inspection, storage and control of tanks, including containers, for inflammable liquids and other chemicals.

### **9 Regulations for the Settlement of Claims**

#### **9.1 Regulations for the Settlement of Cancellation Insurance Claims**

In the event of an insurance event, the insured shall inform without undue delay both the company and those with whom the trip/accommodation has been booked. The insured is required to give Europeiske all the information and to submit any available documentation the company may require to assess its accountability and the payment of compensation.

##### *9.1.1 The following must be submitted when claiming compensation:*

- original travel documents/tickets/rental contracts, with receipts for the paid travel/rental accommodation.
- credit note or other documentation showing the date of cancellation and the cancellation costs.
- a doctor's certificate confirming that the insured consulted with them before the trip commenced, and that the cancellation is due to an acute and treatment-intensive illness/accident which occurred during the insurance period.
- written certification from a doctor/hospital or similar instance confirming that illness, accident or death has affected someone in the insured's close family, the insured's sole travelling companion or a close family member of said travelling companion. The same applies in the event of the illness/accident/death of a travelling companion or key person.
- written certification from a doctor/hospital or similar instance confirming that illness, accident or death has affected the insured's colleague, co-worker, or manager.
- an accident report/appraisal/police report confirming that the cancellation is due to fire, burglary, damage due to a natural disaster or water leakage damage.

*9.1.2 Claimed cancellation expenses may under no circumstances be in excess of the insured's actual financial loss relating to the cancelled journey. Trips/rental costs the insured has paid for anyone other than themselves, such as for a co-insured spouse/partner/child, shall not be deemed financial losses incurred by the insured in this context. Where the insured has taken out cancellation insurance or a cancellation guarantee from the tour operator, we will only reimburse the agency's cancellation fee.*

*9.1.3 Where the cancellation expenses are compensated by others, Europeiske will assume the insured's right to compensation from them for the amount paid out under this insurance policy.*

#### **9.2 Regulations for Luggage Insurance Settlement Claims**

The regulations below apply in lieu of section 6-1 of the Insurance Contracts Act.

##### *9.2.1 Notice requirements*

Theft/robbery/burglary and other loss/damage shall be notified immediately to the local police force, hotel or travel guide on site. Notice of/damage to checked luggage must be submitted immediately to the carrier and must be confirmed in a Property Irregularity Report.

When missing items are found after compensation has been paid, the insured has a duty to inform Europeiske. The insured then has the right to keep the items, but must refund the compensation within 14 days of finding the items. Where the insured chooses not to repay the compensation sum, the items become the property of the company, cf. section 8-1 of the Insurance Contracts Act.

We have the right to ask airlines, police and others to hand over compensated items that emerge to us. The insured shall be notified with an offer to repay any received compensation in return for his/hers items

##### *9.2.2 Documentation requirements*

The insured must without undue delay submit to Europeiske the information and documents (receipts and certificates of guarantee) that the company requires to assess its liability and to pay compensation. Damaged items must be kept and sent to Europeiske upon request, cf. section 8-1 of the Insurance Contracts Act.

##### *9.2.3 Compensation*

The compensation basis is calculated according to what it would cost to:

- restore the damaged item to the same or to approximately the same state as it was in when the damage occurred, calculated according to the cost of repair on the day of the event.
- obtain an identical or substantially similar item, the cost of which is calculated according to the price on the day the damage occurred.

The compensation basis cannot be higher than the value prior to the damage, once the remaining value after the damage has been deducted. Where replacement applies, the value increase is deducted, given that second-hand objects are being replaced with new. Deductions are made for the item's age, wear and tear and reduced usefulness in relation to the item's estimated lifespan.

Items that were acquired in a used state, as heirlooms or gifts, or are purchased second hand are replaced according to the cost of replacement for a used item or according to the market value.

Antiques, objects of art, antique rugs and antique weapons are compensated for according to their market value.

Europeiske may elect to compensate for loss/damage by means of a cash payment/repair/re-acquisition, or by Europeiske's procurement of an equivalent or comparable item.

Where compensation is paid in cash, the amount may not exceed that which the company would have paid for repair or replacement.

For repair or replacement, the company has the right to decide which professional restorer or supplier will repair the object or supply the replacement.

Compensation for lost/damaged luggage or related expenses never can be claimed in excess of the insured's actual financial loss.

Where the loss may be compensated by others, the company will assume the insured's right to claim for the compensation sum paid out under the present insurance policy.

The company reserves the right to verify information provided by the insured as regards requests to shops or similar instances, and is not obligated to pay compensation before the necessary investigations are complete.

#### **9.3 Settlement of Claims Regulations for Household Goods and Chattels**

The regulations below apply in lieu of Section 6-1 of the Insurance Contracts Act.

### 9.3.1 Notice requirements

Damage/loss caused by fire, theft, vandalism, assault and robbery shall always be notified to the local police force.

Where the object is found after compensation has been paid, the insured is obligated to notify the company of the fact immediately. The insured has the right to keep the items, but must refund the compensation within 14 days of finding the items. Where the insured chooses not to repay the compensation amount, the objects become the property of the company. cf. Section 8-1 of the Insurance Contracts Act.

### 9.3.2 Documentation requirements

The Insured must, without undue delay, provide the company with the information and the documentation (receipts, guarantee certificates etc.) available, which the company requires in order to calculate liability and to pay compensation. The damaged item shall be taken care of and sent to the company upon request, cf. Section 8-1 of the Insurance Contracts Act.

### 9.3.3 Compensation

The sum of NOK 4,000 per insurance event is deductible from the compensation settlement.

Compensation of up to the insurance sum is calculated on the basis of the costs of repairing an item to the same or to a significantly equivalent condition as the object was in immediately before the damage occurred, calculated according to the prevailing prices on the day the damage occurred, or according to the cost of replacing it with a similar or significantly similar object, calculated according to the replacement cost on the day the damage occurred. The compensation basis cannot be higher than the value prior to the damage, once the remaining value after the damage has occurred has been deducted. Misplaced household goods and chattels are compensated for according to their market value as used items.

For replacement, the value increase is deducted as second hand objects are being replaced with new. For objects other than clothes/shoes, electrical devices, machines or apparatus, this deduction is calculated at 5% for each year from the time the items were 5 years old. The maximum deduction is 80%. For clothes/shoes, a deduction of 10% is made for every year from the time the clothes/shoes were 1 year old, with a maximum deduction 80%. For electrical devices, machines or apparatus, a deduction of 10% is made on the basis of the total cost for each year from the time the equipment was 5 years old (1 year for PCs and data equipment), with a maximum deduction of 80%. When damaged items have different ages, the age of the oldest item applies.

The age of the items is calculated from the year subsequent to the initial year of use. The initial year of use expires on 31 December, irrespective of when the object was first used that year. For objects with little wear and tear or deterioration, no deduction is calculated if the object's value was at least 75% of the replacement value on the day the damage occurred. The value is calculated on the basis of the object's age, wear and tear, probable lifespan and reduced usefulness. Compensation for objects which have been purchased second hand, at auctions or received as an heirloom or gift is paid relative to the replacement cost for a similar second hand object. The same applies if compensation is to be paid to the estate or heirs of a deceased person.

The company determines whether compensation is to be paid for damage/loss in the form of a cash settlement, by repair or by restoration/replacement. Compensation cannot be claimed for damage to an item which exceeds the actual financial loss suffered by the insured. Where several parties are liable for the damage/loss, the company assumes the insured's right to compensation for the amount paid under the insurance.

## 9.4 Regulations for the Settlement of Claims for Summons Home - Return Trips - Being Summoned Out

### 9.4.1 Documentation obligation

The insured must document their compensation claim by submitting written confirmation of an interrupted trip/stay, by means of documentation showing that the expenses incurred are due to reasons given in the terms and that have occurred in the period of insurance. Europeiske has the right to gather and exchange whatever information from/with doctors, hospitals and other parties that is necessary to process a claim.

### 9.4.2 Prior approval

Summons home, return journeys, and the summoning out of family members all require prior approval by the Company.

### 9.4.3. Compensation

Expenses incurred for a summons home, return journey and summons out can in no circumstances be compensated by more than the insured's actual financial loss. We compensate for one journey home and possibly one return journey to the point of departure per insurance event.

## 9.5 Regulations for the Settlement of Medical Insurance Claims

### 9.5.1 Documentation obligation

The insured must consult a doctor as soon as possible, and follow doctor's orders regarding treatment. The insured must also obtain written confirmation from the attending doctor on site and must be able to document that the excess expenses incurred are due to circumstances, outlined in section 5.7.1, that have arisen during the insurance period.

### 9.5.2 Prior approval

Medical repatriation/transport home, postponed journey home/change to the travel itinerary, accompaniment and employee substitution must be approved in advance by the company. Where the total costs are expected to exceed NOK 10.000, the company must be notified immediately.

### 9.5.3 Compensation

To ensure that the medical treatment is correct and of good quality, we reserve the right to refer the insured to the most suitable treatment centre and to have them transferred there.

## 9.6 Regulations for the Settlement of Accident Insurance Claims

### 9.6.1 Doctor and specialist attestations

Both the insured and the company have the right to requisition attestations from doctors and specialists which are of significance for the establishment of the basis for calculation of compensation. Where it is deemed necessary by the company to requisition a doctor's declaration from a second expert, the reason for this shall be provided in writing. Where the insured is outside Norway, the company has the right to demand that the insured visit a doctor in Norway to assess whether conditions for compensation exist. Europeiske will pay the doctor's fees, but not travel expenses to/from Norway in this regard.

### 9.6.2 Contributing factors

Compensation is proportionately reduced if other factors, together with the accidental injury, have contributed to the need for treatment, to medical invalidity or to the death of the insured.

### 9.6.3 Medical Invalidity

Medical invalidity is defined as the physical, lasting impairment to functions that experience has shown result from a particular injury. Compensation for invalidity is paid where an insurance event has occurred and where the company has received a compensation claim with the necessary documentation and has had sufficient time to chart liability and calculate the amount of the company's accountability. Compensation is established on the basis of the

degree of disability represented by the accidental injury and the insurance sum.

Where an accident event results in several injuries, the degree of invalidity is established on the basis of a collective assessment, in the same way as for occupational injuries - by "the reduction method". Where the accidental injury results in the exacerbation of a former functional reduction, a deduction is made in relation to the medical invalidity corresponding to the former functional reduction. Where other conditions have caused the medical invalidity to be greater than the injury itself would otherwise indicate, proportional compensation will be accorded; see section 9.6.2 above.

The degree of medical disability will be determined on the basis of the invalidity tables in the Norwegian Ministry of Social Affairs' regulations of 21.04.97, parts II and III. No consideration is given to occupation, reduced ability to undertake paid work (degree of disability), leisure interests etc.

#### *9.6.4 Death*

Where the insured dies as a result of an accidental injury which occurs during the period of insurance, a death annuity payout is made. The right to compensation applies from the time of death of the insured.

Where the accidental injury results in death within 2 years of the date of the injury, a death annuity is paid. Any invalidity benefits that may have been prepaid for the same injury will be deducted. In the event that the insured dies for other reasons within two years of the time of injury, neither death annuities nor invalidity compensation are paid out. Where the insured dies later than 2 years after the date of the injury, death annuities are not paid, but invalidity compensation is paid according to the degree of invalidity the injury would have caused.

Where death occurs, the annuity is paid to the policy holder. Where the policyholder and the insured are one and the same person, the death annuity is paid to the insured's spouse/registered partner, cf. Chapter 15 of the Insurance Contracts Act. Where the insured does not have a spouse or registered partner, or these are no longer alive at the time of the death of the insured, the annuity is paid to the heirs of the insured pursuant to legislation or the will, in accordance with the provisions of the act of law pertaining to inheritance. A person is not considered to be a spouse where, at the time of death, the separation or divorce decree has been granted, even where the decision is not legally binding or final.

#### *9.6.5 Beneficiaries*

Where the insured wishes that the annuity payment upon their death be paid to particular beneficiaries, this must be agreed upon with the Company. If a partner has been appointed as the beneficiary without this person having been named, the partner shall be defined as the person with whom the deceased lived in a state equivalent to wedlock and with whom the deceased has shared a home address in the National Register over the past 2 years, or the person who has children and a home together with the insured. A person is not considered to be a partner where, at the time of death, conditions would have prevented the insured and his/her partner from entering into a legal marriage or it was apparent that a separation had taken place before the time of death.

### **9.7 Regulations for the Settlement of Liability Insurance Claims**

#### *9.7.1 The insured's obligations*

Damage which may result in a claim for compensation must be notified to the Company immediately. When a claim for compensation is made against the insured or the company, the insured is obligated to give the company all information relevant to the claim and, at the insured's expense, carry out all investigations

that the company deems necessary. The insured is obligated to participate in negotiations or legal proceedings. Where the insured accepts liability without the consent of the company, or negotiates a compensation claim, this is not binding for the Company.

#### *9.7.2 Compensation*

Where a claim for compensation is covered by the insurance, it is the responsibility of Europeiske to determine whether compensation liability exists, to negotiate with the claimant and, where necessary, to act as a party to court proceedings. The company pays its own costs for determining whether there are grounds for compensation, even where these exceed the insurance sum. Any expenses for external lawyers and other expert advisers, selected or approved by the company, will be paid by the company. Where the claim for compensation and/or the basis for the claim are only covered in part by the insurance, the expenses are distributed according to the economic interests of the different parties in the case. Where the company is willing to settle the case or provide the insurance sum, any expenses subsequent to this are not covered. The company has the right to pay any and all compensation directly to the injured party.

The company's total compensation accountability is limited to NOK 10.000.000 per insurance event. Legal fees are covered in addition.

### **9.8 Regulations for the Settlement of Legal Expenses Insurance Claims**

Where the insured wishes to seek compensation under their legal expenses insurance, Europeiske must be notified as soon as possible and no later than one year after a lawyer is engaged. Notification must be given in writing. The insured must select a lawyer suited to the type of case and the location of the insured's residence.

The insured is obligated to limit the expenses as much as possible and to bear any costs incurred without due reason.

Europeiske may demand to be kept informed as to the extent of expenses for which cover is being sought under the insurance and has the same right as the insured to obtain documentation as to how the lawyer has determined their fees. The time spent must be specified.

### **10 Mutual Provisions**

#### *10.1 Duty of disclosure*

In connection with the entering into or renewal of an insurance agreement, the company has the right to request information regarding factors which may be of significance for the company's assessment of risk. The policyholder and the insured shall provide correct and complete answers to our questions. The policyholder and the insured shall also, on their own initiative, provide information on factors that they must understand are of a significant nature for the company's assessment of risk, cf. sections 4-1, 4-3, 13-1 and 13-5 of the Insurance Contracts Act. Where the policyholder or insured have dishonestly neglected the duty of disclosure, the company is no longer liable for any insurance event that may occur. Where the policyholder or insured has otherwise neglected the duty of disclosure, the Company's liability may be reduced or cease to exist, cf. sections 4-2, 13-2 and 13-4 of the Insurance Contracts Act.

Where a loss occurs, the insured bears the burden of proof for showing that an insured event has occurred. The insured also bears the burden of proof for showing that the insured event has resulted in the expenses as stated in the relevant terms and conditions of insurance.

#### *10.2 Due diligence*

*10.2.1* The insurance includes safety regulations intended to prevent or limit loss/damage/injury, and these must be adhered to. In



the event of a breach of a safety regulation, the company's compensation accountability may be reduced or cease to exist. This limitation does not apply if the insured is not to blame or only marginally to blame, or if the insurance event is not caused by the violation of safety regulations. Although the company has the right to invoke the above limitation due to a violation of a safety regulation, the company may still be obligated to assume part liability. When settling a claim, emphasis shall be placed on the type of safety regulation violated, the degree of responsibility, the course of the event, and whether the insured was in a state of self-induced intoxication, as well as the general circumstances; see sections 4-8 and 13-9 of the Insurance Contracts Act.

**10.2.1** Should the insurer or insured have brought about the insurance event deliberately, Europeiske is not liable. If the insured has caused or increased the extent of the insured event through gross negligence, Europeiske's liability may be reduced or cease to exist. When settling a claim, emphasis shall be placed on the degree of blame, the cause of event, whether the insured was in a state of self-induced intoxication, and what consequences the company's reduced or nullified accountability will have for the person who has the right to be indemnified, or for other persons economically dependent on him or her, as well as the general circumstances. These limitations do not apply if the insured was unable to understand the consequences of their actions due to their age or state of mind; see sections 4-9, 13-8 and 13-9 of the Insurance Contracts Act.

**10.2.2** The insured must immediately notify the company of any insurance event. Where the insurer or insured submits a claim, they must submit the information and documentation available and that we require in order to evaluate the claim and provide compensation, see sections 8-1 and 18-1 of the Insurance Contracts Act.

**10.2.3.** Where damage/loss/expenses are incurred, the insured must do what is reasonable to expect of them, namely that the damage be limited and that the company's requirements for the limitation of the scope of liability be adhered to, see sections 4-10, 13-11 and 13-12 of the Insurance Contracts Act. Where damage/loss/expenses are incurred as a consequence of the insurer/insured's wilful or gross negligence, having neglected their responsibilities or failing to follow rules they have committed themselves to adhering to, our accountability can be reduced or cease to exist, cf. sections 4-10 and 13-12 of the Insurance Contracts Act.

**10.2.4** Where the insurer/insured's right to compensation is nullified, in part or in total, due to their actions or negligence, this will also have the same implications for any analogous actions or negligence on the part of their co-insured spouse /partner/companion, see section 4-11 of the Insurance Contract Act.

### **10.3 Definitions**

**10.3.1** *The policyholder:* the person who has taken out insurance with the company.

**10.3.2** *The insured:* the person who, according to the insurance agreement for general insurance, holds the right to compensation or the insurance sum. For third-party liability insurance, the indemnified party is the person for whom third-party liability compensation is covered.

**10.3.3** *The insured:* the party to whose life and health the insurance applies.

**10.3.4** *Closest family:* spouse/partner, children, grandchildren, great grandchildren, parents, grandparents, great grandparents, siblings, siblings-in-law, parents-in-law, daughters-in-law and sons-in-law.

**10.3.5** *Partner:* the person who has lived together with the insured in a relationship equivalent to that of wedlock and who is registered as living at the same address in the national register.

**10.3.6** *Sole travelling companion:* the person who is certified as being the insurer/insured's only travel companion and who has undertaken to do the entire journey with them .

**10.3.7** *Checked luggage:* Luggage which has been checked in to the care of a carrier against receipt, for shipment by an air, sea, train or bus company, where the insured is travelling by the same means of transport.

**10.3.8** *Traffic accidents:*

- collisions/loss of control of a motor vehicle, trailer and camping car which is in traffic.
- collisions, capsizing or running aground with a boat, canoe or kayak or other vessel that is in the water
- collisions, running of the road with a bicycle that is being ridden.

By collision is meant the clash of two objects that are in motion and that come into physical contact with each other, or where the vehicle collides with a stationary object/installation.

**10.3.9** *Excess costs:* Expenses incurred as a result of the insured event taking place.

### **10.4 Double insurance/recourse**

Where loss/damage is covered by others, we will assume the insured's right to compensation for the amount we have paid out in compensation.

Where several insurance policies cover the same insurance event, the insurer/insured may choose which insurance company to claim from until full compensation is attained. The compensation shall be divided between the companies according to each company's contractual liability for the loss/damage, cf. section 6-3 of the Insurance Contracts Act.

Where the company has paid compensation for an insurance event which is not covered by the policy, the insurer/insured must undertake to pay back the compensation to the company, cf. section 8-1 of the Insurance Contracts Act

## **11. Additional insurance**

### **11.1 Sporting activities**

Additional insurance will cover recreational and scuba diving to depths of over 40 meters, boxing, martial arts, motorsport, base jumping, stunt activities and other extreme sport

### **11.2 Occupation/trade**

Additional insurance will cover the practice of trades that are considered to have a elevated risk of injury, see section 5.9.2.2

### **11.3 Expeditions and altitude sickness**

Additional insurance will cover trips to more inaccessible areas without public communications or with poor infrastructure and which often necessitate special equipment/gear. The insurance will cover altitude sickness and other illness caused by presence at heights over 4 000 metres, For example, climbing/trekking in the Himalayas and similar areas and all trips to the Arctic regions (not charter trips) fall under the term "expedition".

### **11.4 War/terror/political unrest**

Additional insurance will cover posting in areas where there is a heightened risk of war, terrorism, civil unrest or some similar serious disturbance of public order.

## **GENERAL TERMS AND CONDITIONS**

## **1. Special limitations to compensation liability**

**1.1** Europeiske is not liable for loss or damage, or the increase of loss or damage, which is caused directly or indirectly by, or in connection with, earthquake or volcanic eruption. This limitation applies unless specifically stated otherwise in the applicable terms and conditions of insurance.

**1.2** The Company is not liable for loss or damage, or the increase of loss or damage, which is caused directly or indirectly by war or hostilities, whether war is declared or not, civil unrest and similar serious disturbances of the public order. For insurance on buildings, machines, personal property, merchandise and losses associated with business operations, public services and loss of building/rental loss related to a housing co-operative/jointly-owned housing, compensation is limited to EUR 50 million per insured event, if the damage covered by the insurance is caused by or has occurred in connection with a terrorist attack. Damage to/loss of such items and interests located outside the Nordic countries, Estonia, Lithuania or Latvia and arising in connection with a terrorist attack is not covered. "Terrorist attack" is defined as an illegal, injurious action directed toward the general public, including an act of violence or dangerous dispersal of biological or chemical substances – and which appears to have been carried out for the purpose of influencing political, religious and other ideological institutions or to evoke fear. "Insured event" is defined as all loss/damage suffered by policyholders of Europeiske and its parent company, including other branches in the Nordic countries, Estonia, Lithuania or Latvia, within a period of 48 hours. If the established limit per insured event is exceeded, the insured must bear a proportional reduction of the compensation amount. This limitation applies unless specifically stated otherwise in the Certificate of Insurance or in the terms and conditions for personal accident insurance or travel insurance.

**1.3** The Company is not liable for loss or damage, or the increase of loss or damage, which is caused directly or indirectly by, or in connection with, nuclear damage – irrespective of the cause – from nuclear material (see the Nuclear Energy Act of 12 May 1972, no. 28, Sections 1c and 1h). This exception does not apply to the use of radio isotopes which is specified in Section 1c of the Act and which are permissible in accordance with the Act governing the use of x-rays and radium, etc. of 18 June 1938, no. 1. This limitation applies unless specifically stated otherwise in the Certificate of Insurance.

**1.4** The company is not allowed to confirm benefits or pay any compensation if this may mean that the company then will be acting in conflict with sanctions or restrictions adopted by the United Nations. The same applies for trade-/financial sanctions adopted by the EU, United Kingdom, Northern Ireland or USA. This limitation may not be waived

## **2. Expert assessment**

If there is occasion to call for expert assessment in accordance with the terms and conditions of insurance, the following procedures will apply: Assessment must be made by qualified and impartial persons. Each party will select an assessor. If either party so desires, he or she may appoint a special assessor for specific items, or specific questions in the case of consequential loss. When one of the parties has informed the other of his/her choice, the latter must respond in kind within one week of receiving the notification. Before the assessment, the two assessors will appoint an arbitrator. If either of the parties so demands, the arbitrator must reside outside the parties' home location and outside the area of local authority in which the insured event took place. If one of the parties fails to appoint an assessor, the assessor will be nominated on his/her behalf by the city or district court in whose jurisdiction the assessment will be made. If the assessors are unable to agree on the arbitrator, one will be appointed as described above. The assessors are obliged to gather such information and to carry out such inquiries as they deem necessary. They are obligated to

give their assessment based on the terms and conditions of insurance. The two assessors will make their valuation and answer questions with respect to consequential loss without calling in the arbitrator. If they are unable to agree, the arbitrator will be summoned and will make his/her assessment according to the same guidelines on the points on which the assessors are in disagreement. If the arbitrator is summoned, compensation will be awarded on the basis of the arbitrator's assessment. The compensation, however, will not fall outside the limits indicated by the two assessors' valuations. Each of the parties will pay their own assessor. The arbitrator's fees and any expenses incurred in the assessment will be borne by the parties, each paying one half. If the company calls for expert assessment in connection with damage to property, and the other party is the policyholder as a private individual, the company covers all the costs of the expert assessment if the policyholder does not want to pay his/her share. The valuations set by the assessment are binding on the parties.

## **3. Interest on indemnity**

The insured is entitled to interest in accordance with the rules of Section 8-4 or 18-4 of the Insurance Agreements Act of 16 July 1989, no. 69 (FAL).

## **4. Consequences of fraud**

Whosoever is guilty of fraud against the Company forfeits all claims to compensation against the Company in accordance with this and other insurance agreements relating to the same event, and the Company may cancel any insurance agreement with the insured; see FAL Sections 4-2, 4-3, 8-1 or Sections 13-2, 13-3 and 18-1; see also point 9 below.

## **5. Deadline for reporting claims and taking legal action; time limitations**

**5.1** The Company will not be liable when:

**5.1.1** The insured has not reported the claim to the Company within one year after the insured became aware of the circumstances upon which the claim is based.

**5.1.2** The insured has not brought an action or called for a hearing by the appeals board within six months from the day when the Company informed the insured in writing that the company does not consider itself liable and informed the insured of the deadline, its length and the consequences of it being exceeded; see FAL Sections 8-5, 18-5 and 20-1.

**5.2** The insured's claim will also expire in accordance with the provisions of FAL Section 8-6 or 18-6.

## **6. Cancellation during the insurance period**

**6.1** The Company may cancel the insurance:

**6.1.1** With 14 days' notice, if incorrect or incomplete information has been given regarding the risk; see FAL Section 4-3 or 13-3.

**6.1.2** With immediate effect, if fraud is found in connection with the information about the risk; see FAL Section 4-3 or 13-3.

**6.1.3** With one week's notice, if fraud is found related to a claims settlement; see FAL Section 8-1 or 18-1.

**6.1.4** After loss or damage has occurred, if the insured has deliberately caused the loss or damage, or the insured has neglected to observe safety regulations, or the loss record deviates substantially from the usual, or in the last 12 months there has been a total of at least three claims under this or other agreements with the Company. The cancellation notice is two months; see FAL Section 3-3 or 12-4.

**6.1.5** With two months' notice, in cases where the use of the insured item or the insured's activities change during the term of insurance in a way which means that the Company would not have underwritten the insurance if the new circumstances had prevailed at the beginning of the term of insurance, or affects the Company's ability to reinsure; see FAL Section 3-3 or 12-4.

**6.1.6** With two months' notice, if there are repeated irregularities in the payment of premiums; see FAL Section 3-3 or 12-4.

**6.1.7** or part of it with a limit of 14 days if the insured is involved in actions that may expose the company or its reinsurers of sanc-

tions or that they act in conflict with regulations described in point 1.4. See FAL 3-7 or 12-4. A cancellation of an insured will have the same effect for any coinsured. If the company cancels an insurance agreement, they shall immediately notify the coinsured

#### **6.2 The insured may cancel**

**6.2.1** Life insurance at any time during the term of insurance. This point may not apply to agreements on collective insurance, and in such cases this will be stated in the Certificate of Insurance.

**6.2.2** Other personal insurance at any time with one month's notice. If the need for the insurance no longer exists or if other special circumstances arise, the insurance may be cancelled immediately; see FAL Section 12-3, paragraph 3. This point may not apply to agreements on collective insurance, and in such cases this will be stated in the Certificate of Insurance.

**6.2.3** Non-life insurance, if the need for the insurance no longer exists or other special circumstances arise; see FAL Section 3-2, paragraph 2. The insured may also cancel the insurance to change to another insurance company with one month's notification. Such notification must provide information regarding the date of the change and the name of the other insurance company; see FAL Section 3-6, paragraph 2, point 2. In order for the cancellation to fall under the regulations regarding change of insurance companies, the new insurance must have the same or almost the same extent of coverage. The right to change insurance companies may not apply to collective insurance agreements and insurance agreements for organizations falling under FAL Section 1-3, points a-e. In such cases, this will be stated in the Certificate of Insurance.

#### **7. Duration of the insurance policy and calculation of premium**

**7.1** The insurance is valid from the moment the agreement is accepted by both parties, or from a later date as agreed, at 00.00 hours. The insurance policy is valid until 24.00 hours on the last day of the period of coverage. The same applies to subsequent renewals. The premium must be paid within the time specified by the payment agreement. If the premium must be paid before the Company's liability comes into force, this will be stated on the Certificate of Insurance for the relevant policy.

**7.2** For instalment payments or partial payments, the Company will be liable only for loss/damage which occurs during the period for which the premium has been paid.

**7.3** If the premium for altering or extending the insurance policy is not paid by the due date, the alteration/extension will be cancelled.

**7.4** If a current insurance policy is cancelled during the term of insurance, the Company is entitled to the premium pro rata to the time the insurance policy has been in force, unless otherwise stated in the relevant terms and conditions of insurance.

**7.5** If the second notification of the payment due date is not observed, the insurance agreement will cease to be in force, either wholly or in part, due to outstanding payment. In this case, the Company is entitled to the premium for up to 60 days beyond the period of the Company's contractual liability. The agreement, or those parts of the agreement to which the claim applies, will be cancelled.

**7.6** A supplementary charge will be added to premiums paid by instalment.

#### **8. Insurance renewal**

An insurance policy which is valid for a period of at least one year will be renewed for one year at a time, unless the policyholder gives notice of termination of the agreement within one month of when the Company sends out ordinary premium notices for the new insurance year. The Company's notice of termination is two months prior to the expiration of the term of insurance. The terms and conditions of insurance may be altered and will apply from the day of renewal.

#### **9. Identification**

Provisions regarding the insured's right to compensation becoming wholly or partly void as a result of the insured's actions or omissions will be similarly applied with respect to actions or omissions

by persons mentioned in FAL Section 4-11, paragraph 2. In business situations, this applies to the actions or omissions by employees who have the overall responsibility for that part of the business where the negligence occurs.

#### **10. Illegal interests**

The insurance only covers legal interests which can be valued in monetary terms.

#### **11. Profit exclusion**

The insurance must not lead to profit, but compensate only for loss incurred within the limits of the insurance agreement. The insured sum is not evidence of an item's or an interest's value.

#### **12. Choice of law**

Norwegian law will apply to the insurance agreement to the extent that it does not conflict with the Act no. 111 of 27 November 1992 on applicable insurance law, or unless another agreement has been reached.

#### **13. Legal venue**

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

#### **14. Currency**

Premiums, insured sums, compensation amounts, etc. which arise from the insurance agreement will be calculated in Norwegian kroner (NOK), unless otherwise stated in the Terms and Conditions or the Certificate of Insurance.

#### **15 Personal data – consent for storage and use**

Upon payment of the insurance premium, the policyholder acknowledges and accepts that the personal data collected by the Company is necessary for administering the insurance, and for fulfilling the Company's contractual obligations and the wishes of the policyholder as a customer. The personal data will be used only for evaluating and making decisions about the contents of the insurance and the terms and conditions, as well as for market analysis and marketing strategy. Personal data may also be shared with companies/organizations with which the Company collaborates, both inside and outside the areas covered by the European Economic Area Agreement and the European Union. If the Company has a duty of disclosure toward public authorities, such information will be submitted according to the authorities' requirements. The data may also be used to give the policyholder information about other services provided by the Company and its cooperating organizations. According to the law on personal data, the policyholder has the right to examine the personal data kept by the Company on the policyholder, and the right to demand that the Company correct erroneous or incomplete information. Questions regarding the Company's use of personal data should be directed to the person responsible within the Company for oversight of personal data.

#### **16. Legal expenses**

Travel insurance covers the legal expenses described in chapter 10 of the Terms and Conditions.

#### **17. Non-life insurance guarantee scheme**

The company is a member of the Norwegian non-life insurance guarantee scheme; see the Guarantee Schemes Act of 12 June 1996 no. 75 chap. 2a and the regulation on the non-life insurance guarantee scheme of 22 December 2006 no. 1617. The scheme provides security for the insured in the event of the company not being able to pay what it is liable for according to signed insurance contracts. The guarantee scheme covers up to 90 per cent of each individual claim. Claims pursuant to insurance policies on home and mandatory liability insurance are covered 100 per cent. The guarantee scheme does not apply to insurance claims of more than NOK 20 million per claim per insured per insured event.

The guarantee scheme does not cover credit insurance, life insurance, energy insurance and aviation insurance. Similarly, the scheme does not cover marine insurance, with the exception of insurance for ships that do not have to be registered in the Register of Ships pursuant to the Norwegian Maritime Code of 24. June 1994 no. 39 Section 11, second paragraph, or fishing vessels up to 50 gross tonnes that are registered in the Register of Ships; see Norwegian Maritime Code, Section 11-1. The guarantee scheme does not cover business insurance for enterprises that on taking out the insurance or in subsequent renewals fulfil at least two of the following conditions:

- employ more than 250 people
- had a turnover of at least NOK 100 million according to the most recent annual accounts
- have assets worth at least NOK 50 million according to the most recent balance sheet

See the statutes and regulations mentioned above for more details.



*For more information,  
contact Europeiske Reiserforsikring or  
If Skadeforsikring.*

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