



# Gouda Incoming Insurance

for foreign citizens

Terms and conditions 910

Valid from 2023-01-01

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## Contact Gouda Travel Insurance

### Sweden

#### Are you in need of acute assistance?

Call our Alarm Center on  
+45 33 15 60 60  
Email: alarm@gouda.dk

#### Do you want to apply for reimbursement?

The claim is made easily through our website  
www.gouda-rf.se

#### In case of questions regarding your insurance

Please call our customer service on  
+46 8 615 28 00

#### Address

Gouda Reseförsäkring  
Box 3031  
SE-103 61 Stockholm

### Norway

#### Are you in need of acute assistance?

Call our Alarm Center on  
+45 33 15 60 60  
Email: alarm@gouda.dk

#### Do you want to apply for reimbursement?

The claim is made easily through our website  
www.gouda.no

#### In case of questions regarding your insurance

Please call our customer service on  
+47 24 14 45 70

#### Address

Gouda Reiseforsikring  
Box 700 Sentrum  
NO-0106 Oslo

### Denmark

#### Are you in need of acute assistance?

Call our Alarm Center on  
+45 33 15 60 60  
Email: alarm@gouda.dk

#### Do you want to apply for reimbursement?

The claim is made easily through our website  
www.gouda.dk

#### In case of questions regarding your insurance

Please call our customer service on  
+45 88 20 88 20

#### Address

Gouda Rejseforsikring  
A.C. Meyers Vænge 9  
DK-2450 København

# Incoming

## A. Who does the insurance apply to and how is the insurance taken out?

The insurance applies to foreign citizens who are to stay in the Nordic region.

Nordic region means Denmark, Norway, Sweden, Finland, and Iceland.

The insured's name is stated in the policy letter.

The insurance must be taken out and paid for, before the insured checks in at the flight towards the Nordic region, by a person who is permanent resident in the Nordic region.

## B. When is the insurance valid?

The insurance is valid for the period taken out according to the insurance policy, but at the earliest from the time you check in at the trip towards the Nordic region and terminates at the latest at check in for departure booked outside the Nordic region and back to country of origin.

The insurance period is the time for which you have chosen for the insurance to apply, however, it can be extended for a total

insurance period of 12 months. The insurance period is not automatically extended.

However, the extension must be taken out and paid for, no later than the validity of the original insurance period has expired. If you would like to extend your policy, please contact Gouda.

## C. Where does the insurance apply?

The insurance is valid in the Nordic countries and in other Schengen countries, as long as you hold a valid Schengen visa, which must be issued by a Nordic foreign service mission (embassy, general Consulate, or honorary Consulate). During your stay at the Nordic region you are entitled to travel to other Schengen countries provided that you have a valid insurance.

What is mentioned in the insurance terms and conditions regarding the Nordics region also applies in the Schengen area.

## D. The scope of the insurance

Table of coverage	Section	Maximum amount (EUR)
Sudden and unforeseen acute illness/injury/accident	D.1	Necessary and reasonable costs
Dental treatment in case of acute toothache/accident	D.2	250 EUR per incident
Aid facilities in connection with acute illness/injury/accident	D.3	Necessary and reasonable costs
Travel costs in connection with care and treatment covered by the insurance	D.4	30 000 EUR per incident
Cost for home travel/home transport	D.5	30 000 EUR per incident
Repatriation of the deceased or burial on site	D.6	30 000/3 000 EUR per incident
Costs not covered by the insurance	D.7	for D.1 to D.6
Liability	D.8	500 000 EUR per incident (2 500 EUR per incident for damages in a hotel room)

## **D.1. Acute illness/acute injury/accident**

You will be reimbursed for necessary and reasonable costs in connection with an acute illness/injury or accident during your stay in the Nordic countries or travels within the Schengen area.

Reimbursement is provided for costs for emergency medical and hospital care, necessary prescribed medicines and physiotherapies prescribed by treating doctor.

The insurance also covers necessary and reasonable costs for medical care during pregnancy if complications with the pregnancy occur during the insurance period.

An acute illness means a newly emerging illness, a well-founded suspicion in you of a new-onset illness which can be verified by licensed physician.

### **D.1.1. Limitation**

The costs of care and treatment, except for emergency care, must be approved in advance by Gouda.

Gouda has the right to determine that you return to your home country for continued care and treatment.

## **D.2. Dental treatment in case of acute toothache/accident**

You will be reimbursed for dental treatment costs in connection with acute toothache/accident.

## **D.3. Aid facilities in connection with acute illness/acute injury/accident**

You will be reimbursed if the treating doctor has prescribed aids for the healing of the acute illness/acute injury/accidental injury.

## **D.4. Travel costs in connection with care and treatment**

You will be reimbursed for necessary and reasonable costs for travels in connection with doctor visits and hospital treatment. Reimbursement is also provided for travel to and from reimbursable dental treatments.

Travels with your own car will be reimbursed with current tax-free mileage compensation.

## **D.5. Additional cost for home travel/home transport**

You will be reimbursed for additional travel expenses if the treating doctor, due to medical reasons, assesses that you must cancel your stay earlier than planned and return to your home country.

Both the necessity of the return journey and the mode of transport must be prescribed by the attending physician and approved by Gouda.

Reimbursement is also provided for additional costs for return travel for a fellow traveler who has taken out the same insurance. Reimbursement will only be paid for the journey to the home country, not the return journey to the Nordic countries.

## **D.6. Repatriation of the deceased or burial on site**

In case of death caused by illness, injury, or accident, reimbursement will be paid for repatriation to your home country. Reimbursement will also be paid for additional costs for return travel for a co-insured traveler who has taken out the same insurance. Instead of repatriation to the home country, compensation for burial on site in the country of residence can be paid.

## **D.7 Costs not covered by the insurance**

The insurance does not reimburse:

- costs in the home country for care and hospital costs, medicines, physiotherapy, travel costs, aids even if the treatment is necessary according to the treating doctor and needs to continue.
- costs related to an existing medical condition or chronic illness. Existing medical condition means a condition that existed before the insurance came into force, showed symptoms, was diagnosed, treated, medicated, or equated with it. This also applies if you have not consulted a doctor for the condition in question but knew or reasonably should have known about the condition.
- costs for home transport or other transport caused solely by your fear/concern of risk of infection or other risk.
- cost caused by the fact that ships, aircraft, or other means of transport must change their plan due to your injury.
- costs that could be reimbursed from elsewhere in accordance with law, constitution, or convention.
- cost that has been reimbursed by other insurance.
- costs associated with suicide or suicide attempts.

## **D.8 Personal liability** (during stay in Nordic region)

The insurance provides cover if the insured incur liability to pay compensation for bodily injury or damage to property, in accordance with the ordinary rules for liability, subject to the law in the hosting country in the Nordic region, to pay compensation governing non-contractual liability.

The total amounts stated in the scope of the insurance constitute the upper limit for Gouda's liability for a single claim even though liability is imposed upon several persons and even though the event is covered by one or more policies taken out with Gouda.

In addition, costs in connection with settlements of questions of damages are covered provided these have previously been agreed with Gouda.

Damages in a hotel room are covered up to maximum 2500 EUR per incident provided the damaged articles have been in the keeping of the insured.

The insured must not accept liability to pay out damages or acknowledge a claim for damages. Lack of compliance to this demand may lead to the insured losing his/her rights under this policy. Gouda must immediately be informed of the insurance event and will thereafter decide upon the further action to be taken in the matter.

### **D.8.1 Exceptions**

The insurance does not cover liability:

- for damages occurring in connection with working or business conditions.
- for damages to or loss of own articles.
- for damages as a consequence of that the insured, by agreement or otherwise, has taken on further responsibility than which is valid according to the common rules on liability to damages out with the contract.
- for damages to items which the insured has on loan, rent, storage, usage, for transportation, processing, or otherwise in his/her keeping, except for damages in hotel room.
- for damages where the insured by contamination or otherwise infects other persons with a disease.
- for damages caused by use of a motor vehicle, caravan or trailer, motor driven aircraft or vessel, or any vessel more than 3 meters long.
- for damages caused to family or fellow traveler.
- for damages caused by animals.

Sweden 

## E. General rules governing claims handling

In the event of an acute illness/acute injury/accident the insured shall notify Gouda without any delay by filing a report of compensation for the costs occurred in connection with the event.

### If we do not agree

If you are not satisfied with our claims settlement, we want you to contact us for advice on how you can have the case reviewed. At first, you should request a reconsideration from the claims adjuster. A misunderstanding, or new circumstances may have arisen that may affect our decision.

### Customer Ombudsman

If you, after having requested a reconsideration from the claims adjuster, still are not satisfied or if you have other complaints about us or the insurance, you can contact the complaint manager at Gjensidige free of charge. Describe your case and send it to:

Gjensidige Klagomålsansvarig  
Box 3031  
SE-103 61 Stockholm  
E-mail: klagomalsansvarig@gjensidige.se.

You can also file a report via our website [www.gjensidige.se/klagomal](http://www.gjensidige.se/klagomal). There you can also read more about how we handle your complaint. Complaints received will be answered within 14 days and if the case takes longer, we will notify you.

### Reconsideration outside Gjensidige

If you have had your case reconsidered and are still not satisfied, you also have the opportunity to use the followings:

#### Trafikskadenämnden

Phone +46 (8) 522 787 00, [www.trafikskadenamnden.se](http://www.trafikskadenamnden.se)

#### Konsumenternas Försäkringsbyrå

Phone +46 (200) 22 58 00, [www.konsumenternas.se](http://www.konsumenternas.se)

#### Allmänna reklamationsnämnden (ARN)

Phone +46 (8) 508 860 00, [www.arn.se](http://www.arn.se)

#### Allmän domstol

Phone +46 (36)-15 53 00, [www.domstol.se](http://www.domstol.se)

### Current Laws

Swedish law applies to this agreement. In the event of a dispute, the action must be brought before Swedish court. In addition to the insurance terms, rules in the Insurance Contracts Act (2005:104) and the Insurance Distribution Act (2018:1219) also apply to your insurance. In the case of marketing, the Marketing Act (2008:486) and for distance purchases The Act on Distance Contracts and Contracts Outside Business Premises (2005:59) are applicable.

## Norway

### E. General rules governing claims handling

In the event of an acute illness/acute injury/accident the insured shall notify Gouda without any delay by filing a report of compensation for the costs occurred in connection with the event.

#### If we do not agree

If you are not satisfied with our claims settlement, we want you to contact us for advice on how you can have the case reconsidered. At first, you should request a reconsideration from the claims adjuster. A misunderstanding, or new circumstances may have arisen that may affect our decision.

#### Customer Ombudsman

If you, after having requested a reconsideration from the claims adjuster, still are not satisfied or if you have other complaints about us or the insurance, you can contact the complaint manager at Gjensidige free of charge. Describe your case and send it to:

Gjensidige Kundeombudet  
Postboks 700 Sentrum  
NO-0106 Oslo  
E-mail: kundeombudet@gjensidige.no

You can also make a report via our website  
[www.gjensidige.no/klage](http://www.gjensidige.no/klage).

You may also find more information about how we handle your complaint by visiting the website mentioned above.

## Denmark

### E. General rules governing claims handling

In the event of an acute illness/acute injury/accident the insured shall notify Gouda without any delay by filing a report of compensation for the costs occurred in connection with the event.

#### If we do not agree

If you are not satisfied with our claims settlement, we want you to contact us for advice on how you can have the case reconsidered. At first, you should request a reconsideration from the claims adjuster. A misunderstanding, or new circumstances may have arisen that may affect our decision.

#### Customer Ombudsman

If you, after having requested a reconsideration from the claims adjuster, still are not satisfied or if you have other complaints about us or the insurance, you can contact the complaint manager at Gjensidige free of charge. Describe your case and send it to:

Gjensidige Klageansvarlige  
A.C. Meyers Vænge 9  
DK-2450 København  
E-mail: klage@gjensidige.dk.

#### Ankenævnet for Forsikring

If you are still not satisfied you must complain online via, Ankenævnet for Forsikring (the Appeals Board), website [www.ankeforsikring.dk](http://www.ankeforsikring.dk) and at the same time pay a fee to the Board of Appeal for processing your claim.

Sweden 

## F. General terms and conditions

### F.1 Period of validity and payment of premium

The period of validity is the period for which you have taken out the insurance. The policy period starts when you arrive in the Nordic Region, at the earliest 00.00 the first day of coverage specified in the insurance policy. The policy premium must be paid in full before the first day of coverage and the policy is not valid until the insurance premium has been paid in full.

If you take out the insurance on the same day you arrive in the Nordic Region, the policy is not valid until full payment has reached Gouda.

Gouda is only liable to events that occur during the period of validity.

### F.2 Mentally abnormal persons and children

If due care and attention, or other directive, is set aside or neglected by somebody in a mental state as stated in chapter 30, section 6 of the Criminal Code, or by somebody under the age of 12 years, the coverage will not be reduced or denied. If someone in a normal state of mind and over the age of 12 years has approved or taken part in the activity, compensation may be reduced or denied for this person.

### F.3 Personal information

To insure you, we need your personal information. You can read more about our processing of personal data in our privacy policy at [www.gouda-rf.se](http://www.gouda-rf.se)

Here you will find information about how we collect and use your personal information, your rights and how you can make use of them.

#### Integrity policy

Our complete integrity policy is available on [gouda-rf.se](http://gouda-rf.se). You can also ask for it to be sent to you by bara post, by submitting a written request to us.

#### Responsible for personal data

Responsible for personal data for Gouda Reseförsäkring is:

Gjensidige Forsikring ASA Norge, svensk filial  
Karlavägen 108, Plan 5  
SE-115 26 Stockholm

Sweden

Organisation number: 516407-0384

Postal address

Gjensidige Forsikring ASA Norge, Swedish branch  
Box 3031  
SE-103 61 StockholmSweden

## F.4 Your responsibility and actions in case of damage

### F.4.1 Limitation of damages

You are obliged to limit damage that has already occurred and to avoid damage that could immediately occur. If you intentionally or by gross negligence do not limit or avoid damage, and if Gouda as a result of this suffers any damage, your compensation will be reduced or denied.

### F.4.2 Fraudulent information

If you give fraudulent information, conceal or withhold anything of significance from Gouda in the claims handling process, compensation will be denied.

### F.4.3 Provocation of insurance claim

If you intentionally provoke an insurance claim, or aggravate the consequences of an insurance claim, compensation will be denied. Negligent behavior may cause reduction of compensation. Actions by family member or other person acting on your approval, will be equivalent to your actions.

### F.4.4 Negligence of security regulation

If you neglect a security regulation, stated in policy conditions or by constitution, compensation will be reduced or denied due to what is reasonable considering the circumstances.

### F.4.5 Duty to rescue

When an insured event occurs or can be feared to be imminent, the insured must take measures to the best of his ability to prevent or reduce the damage and, if someone else is liable for compensation, to preserve the right Gouda may have against him/her. If the insured has intentionally disregarded his/hers obligations according to the first paragraph, compensation may be reduced as far as the insured is concerned, according to what is reasonable taking into account the insured's conditions and circumstances in general. The same applies if the insured has neglected his/hers obligations knowing that this entails a significant risk of the damage occurring, or through gross negligence.



#### **F.4.6 General provisions for inducing insurance claims, gross negligence and damages as a result of intoxicants**

If the insured has deliberately caused an insurance event, Gouda is free from liability. In addition, the insurance compensation can be reduced according to what is reasonable considering the conditions and circumstances in general if:

- the insured caused the insured event or worsened its consequences through gross negligence.
- the insured can be assumed to have acted or failed to act in the knowledge that this entailed a significant risk of the damage occurring.
- the insured caused the damage by being under the influence of intoxicants, sleeping pills, narcotic preparations or through incorrect use of medicines.

#### **F.5 Vaccinations and medicines**

You are obliged to assure that you have taken all vaccinations required before arriving in the Nordic Region. Should you suffer from a condition that requires the use of medication, you are obliged to bring as much medications as needed during your whole stay in the Nordic Region. If you do not fulfill these obligations, compensation will be denied for costs that arise due to this negligence.

#### **F.6 Payment of compensation**

Gouda is obliged to pay your compensation within a month from you have fulfilled your obligations to us in reporting the claim. If a claim cannot be completely settled at once, but it is obvious that partial compensation can be paid, Gouda is obliged to pay the partial compensation to you without delay.

Regarding compensation for repaired or recovered property, compensation will be paid within a month after repair or recovery.

#### **F.7 Interest**

If, for some reason, payment of compensation is delayed with regards to what is stated above, you are entitled to interest for the period of delay in accordance with the Swedish Law on Interest (1975:635). If the delay is due to police investigation, you are only entitled to the official discount rate of the Swedish Central Bank.

#### **F.8 Force majeure**

The insurance does not cover loss that could occur if the handling of claims, repair or payment of compensation is delayed due to war, warlike events, civil war, revolution or uprising or due to actions of authorities, strikes, lockouts, blockades or similar events.

#### **F.9 Double insurance coverage**

If the same interests are covered against the same risk by several insurance companies, each company is liable as if they had granted cover by themselves. In case of double insurance coverage, you are never entitled to higher compensation than the joint amount that corresponds to the claim. If the liability amount exceeds the claim, liability is divided between the companies in relation to the amounts of liability.

#### **F.10 Recovery**

To the same extent that Gouda has paid compensation for damages, Gouda reserves the right to demand compensation from those responsible for the damage. If it is a private person, Gouda will only demand compensation if he/she intentionally or by gross negligence caused damage or if the damage is related to his/her gainful employment.

#### **F.11 Legal provisions**

This insurance policy is subject to the provisions of the Swedish Insurance Contracts Act (2005:104) (FAL - Försäkringsavtalslagen) and Swedish law in general. Disputes arising from the insurance agreement or from these policy conditions will be settled under Swedish law at a Swedish Court, unless otherwise agreed or specified in the insurance policy.

#### **F.12 Prescription of claim**

The claim must be reported to Gouda as soon as possible, but within ten years from the time you became aware that the claim could be asserted. Chapter 7 § 4 of the Insurance Contracts Act (FAL – Försäkringsavtalslagen) applies when assessing prescription.

#### **F.13 Reimbursement of premium**

Insurance premium can be reimbursed if:

- same premium has been paid twice (only one out of two premiums will be reimbursed). You will be reimbursed without administrative fee.
- you choose not to commence your journey. Premium will be reimbursed after an administrative fee of 100 SEK.
- you terminate your journey and depart from the Nordic Region before the end of the policy period. You will be reimbursed with amount equivalent to the period remaining of the original journey and policy period when leaving the Nordic Region. Remaining premium will be reimbursed after an administrative fee of 100 SEK.

If you wish to apply for premium reimbursement you need to fill out an application form and send the form to Gouda. The form is available on [www.gouda-rf.se](http://www.gouda-rf.se) or you can order the form by

telephone +46 8 615 28 00. If you apply for reimbursement due to terminated journey, you need to verify when you left the Nordic Region and we ask you to send us a boarding card, baggage tag or similar.

#### **F.14. Currency**

Prices, compensation and interest are calculated and settled in Swedish krona.

#### **F.15 Exceptions for war damage, nuclear damage, dam failure and terrorism**

The insurance does not apply:

- for damage related to war, war-like events, civil war, revolution or rebellion.
- for damage caused directly or indirectly by nuclear process
- for damage directly or indirectly caused by dam failure in power plant dam or regulating dam for electricity production
- for damage through the spread of biological, chemical or nuclear substances in connection with terrorism.

#### **Definition of terrorism**

Organized acts of violence directed against the civilian population for the purpose of to create terror and seriously destabilize or destroy them fundamental political, constitutional, economic or social the structures of a country.

#### **F.16 Losses resulting from acts of terrorism**

The company's total liability in relation to all customers and other claimants in connection with acts of terrorism is limited to a maximum of 1 billion SEK per loss event. All injuries/damage arising within a period of 48 hours shall be reckoned as one and the same loss event in relation to this limitation, even if they do not share the same cause. If the limit per event is exceeded, the amount of compensation will be reduced correspondingly. The limitations listed above do not apply to travel insurance or accident and health insurance, nor to personal injury that falls under the scope of the Automobile Liability Act or the Act relating to Industrial Injury Insurance. By act of terrorism is meant an unlawful, tortuous act aimed at the general public, including an act of violence or the hazardous spreading of biological or chemical substances, and which is understood to be carried out for the purpose of influencing political, religious or other ideological bodies or to create fear.

#### **F.17 Compensation from other insurance**

If you are entitled to compensation from elsewhere due to law, statute or another policy, compensation will not be paid from this insurance.

#### **F.18 Insurer**

Insurer is Gjensidige Forsikring ASA Norge, Swedish branch, org.no 516407-0384, which is part of Gjensidige Forsikring ASA, org.no 995 568 217. Gouda Reseförsäkring is part of Gjensidige Forsikring ASA Norge, Swedish branch

## F. General terms and conditions

### F.1 The insurance contract consists of

- the insurance document
- if applicable, any agreement under a group insurance scheme and is also regulated by
- the Insurance Contracts Act
- other legislation.

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

### F.2 Norwegian law and jurisdiction

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

### F.3 Guarantee scheme for general insurance

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

### F.4 Currency

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

### F.5 Right of cancellation in accordance with the Cancellation Act

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

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

### F.6 Time-limited insurance

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

### F.7 Outstanding amount

If the insurance ceases during the insurance period, the outstanding amount will be calculated for the remaining part of the insurance period, unless otherwise stated in the applicable insurance certificate. If you wish to receive the amount, you must state your account number.

### F.8 Interest

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

### F.9 The company's right to cancel the insurance

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

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

### F.10 Fraud

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

### F.11 War and serious unrest

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

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

The company will nonetheless cover injuries to persons and damage to property caused by war or serious unrest abroad if the insured person is already in an area when war or serious unrest breaks out. The insurance will then be valid for six weeks from such date.

### F.12 Losses resulting from acts of terrorism

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

compensation will be reduced correspondingly. The limitations listed above do not apply to travel insurance or accident and health insurance, nor to personal injury that falls under the scope of the Automobile Liability Act or the Act relating to Industrial Injury Insurance. By act of terrorism is meant an unlawful, tortuous act aimed at the general public, including an act of violence or the hazardous spreading of biological or chemical substances, and which is understood to be carried out for the purpose of influencing political, religious or other ideological bodies or to create fear.

### **F.13 Hazardous spreading of biological or chemical substances etc.**

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

- accident and health insurance
- travel insurance.

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

### **F.14 Earthquakes and volcanic eruptions**

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

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

### **F.15 Areas subject to UN or EU sanctions**

All liability in damages, and other obligations in relation to the insured person or other parties with entitlements under the insurance policy, will lapse if meeting the obligation entails a breach of regulations implementing binding decisions made by the UN Security Council or restrictive measures endorsed by the European Security Council.

### **F.16 Norwegian Insurance Central Claims Register**

All claims reported to an insurance company can be registered in the Norwegian Insurance Central Claims Register. When an insurance company reports a claim to the register, the company

will automatically receive an overview of the personal ID number, organisation number and case number, business sector code, company, type of claim, data and the case officer's initials for all claims previously reported for the same customer, including claims filed with other insurance companies. Registered claims are deleted after ten years.

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

### **F.17 Information about the processing of personal data**

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

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

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

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

Automated individual decisions are used during the purchase of insurance and for processing claims. Profiling can be used in such decisions. If the result of automated individual decisions affects you significantly, you are in some cases entitled to manual intervention. You will be informed of this in the cases concerned.

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

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

The Personal Data Act allows you to have greater control over your personal data. This means, among other things, that you have a right to request access to your personal data and to have them corrected or erased. In certain cases, you also have a right to object to the processing and a right to request restrictions to the processing.

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

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

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

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

Our complete privacy statement is available on our website [www.gjensidige.no](http://www.gjensidige.no), or we can send it to you if you submit a written request. Information about data protection and security is also available at [www.Gouda.no](http://www.Gouda.no).

## F. General terms and conditions

### F.1 The insurance agreement consists of the following:

- the insurance policy
- if applicable, any agreement under a group insurance scheme and is also regulated by:
  - the Insurance Contracts Act
  - other legislation.

The insurance policy takes precedence over the terms and conditions of insurance and safety regulations. Special provisions take precedence over general provisions.

### F.2. Legislation

Insurance operations are subject to two sets of legislation; one sets out rules for the agreement, while the other sets out the rules that apply to the insurance undertaking. Gjensidige is a Norwegian company that is under supervision by the Norwegian Financial Supervisory Authority pursuant to the provisions of the Act relating to Financial Institutions and Financial Groups.

Gjensidige must comply with the Danish Insurance Contracts Act and the same consumer protection rules as Danish insurance companies.

Danish legislation applies to the insurance agreement. Any disputes concerning the insurance agreement shall be decided under Danish law by a Danish court.

### F.3. Guarantee scheme

Gjensidige has endorsed the Danish guarantee scheme for general insurance companies ('Garantifonden for skadesforsikringselskaber'). The guarantee scheme is intended for private consumers insured by an insurance company that goes into liquidation or who become the opposing party of the company in an insurance case. This means that, if you or your counterparty's insurance company goes into liquidation, you are covered by the guarantee scheme. It will ensure that you nonetheless receive the compensation you are entitled to.

### F.4. Currency

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

## F.5. Fees and charges

### F.5.1 Fees

The company is entitled to charge fees for full or partial coverage of expenses for collection, payment reminders, debt collection, payments, documents, overviews, duplicates and photocopies, as well as surveys/inspections, shipments and benefits in connection with police work and claims handling. The price is either fixed or calculated as a percentage/hourly rate. The calculation methods may be combined.

The prices are stated on the company's price list, which can be found on the company's website or disclosed on request.

### F.5.2 Change and introduction of new fees

Fees stipulated in existing insurance agreements may be increased or new fees introduced for reasons relating to costs, earnings or market standards. One month's notice shall be given of fee increases to be applicable from the first day of the month. The changes shall be published on the company's website. Policyholders shall be notified by letter of the introduction of new fees three months before the annual renewal date.

### F.5.3 Public charges

The Company collects charges on behalf of public authorities depending on the insurance taken out. They include the state fee, general insurance fee, environmental contribution and storm surge fee etc.

## F.6. Time-limited insurance

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

## F.7. Receivables

If the insurance terminates during the insurance period, the receivable is calculated for the remainder of the insurance period, unless otherwise stated in the insurance policy in question.

## F.8. Interest

Interest is calculated in connection with claims settlements pursuant to Section 24 of the Insurance Contracts Act.

## F.9. Coverage in other company

To the extent special insurance has been taken out for an interest that is otherwise covered by this insurance, the coverage for that interest will lapse. If another insurance agreement that covers the same interest stipulates that liability lapses or is limited if insurance is or has been taken out with another company, this policy will apply with the same proviso.

## F.10. Fraud

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

## F.11. Terrorism compensation scheme

A new terrorism compensation scheme entered into force in Denmark on 1 July 2019. The act introduces a compensation scheme similar to the storm surge scheme that, in the same way as the previous scheme, covers damage to property, movable property, motor vehicles, railway vehicles and marine vessels, arising from a terrorist attack using chemical, biological, nuclear and radioactive (CBNR) weapons.

Compensation under the law is paid by the state subject to joint terms and conditions set out in an announcement issued by the Minister of Trade.

The damaged objects must be covered by fire insurance in order to entitle to compensation.

Under the law, claims must be reported to the insurance company that provides fire insurance for the damaged items. The company will process the claims and arrange for payment by the state.

## F.12. War and serious unrest

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

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

In the case of accident and health insurance, motor insurance and/or travel insurance, The Company will nevertheless cover injury to persons and damage to property caused by:

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

## F.13. Losses resulting from acts of terrorism

The Company's total liability in relation to all customers and other claimants in connection with acts of terrorism is limited to a maximum of 1 billion DKK per loss event. All losses that occur within a period of 48 hours are regarded as one event. If the limit per

event is exceeded, compensation will be reduced correspondingly. The following objects/interests are not covered if they are directly or indirectly related to an act of terrorism:

- dams, tunnels, bridges, airports, train stations, power stations, buildings with more than 25 stories
- objects/interests outside the Nordic countries.

The limitations outlined above do not apply to travel insurance or accident and health insurance – or personal injuries that fall under the scope of the Danish Road Traffic Act or the Danish Occupational Injury Insurance Act.

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

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

In connection with personal injuries that fall under the scope of the Road Traffic Act or the Danish Occupational Injury Insurance Act, and under travel insurance or accident and health insurance, Gjensidige will cover injury or loss resulting from the hazardous spreading of biological or chemical substances, injuries or losses caused by missiles, nuclear weapons or radiation. The following limitation applies to travel insurance and accident and health insurance:

In connection with losses caused by nuclear weapons or radiation, the total liability in relation to all customers and claimants is limited to a maximum of 500 million DKK per loss event. All losses caused by the same event or by a consecutive chain of events are considered one loss event. For other types of insurance, such losses are not covered.

## F.15. Earthquakes and volcanic eruptions

The Company covers losses or injuries/damage directly or indirectly caused by or related to earthquakes or volcanic eruptions for:

- accident and health insurance with the exception of accidental injuries caused by earthquakes in Denmark
- travel insurance
- personal injuries that fall under the scope of the Automobile Liability Act
- personal injuries that fall under the scope of the Act relating to Occupational Injury Insurance For other types of insurance, damage/injuries or losses and increased losses or damage/

injuries resulting from earthquakes and volcanic eruptions are not covered.

## **F.16. International sanctions**


All liability for compensation and other obligations to the insured or other persons covered by this insurance will lapse to the extent that the fulfilment of such obligations, in the company's assessment, may result in the company being subject to sanctions, restrictions, prohibitions or other legal consequences, warranted by resolutions or other decisions adopted by the United Nations, or sanctions, legislation or other legal consequences adopted by the EU, the UK or the USA. Read more about international sanctions on the websites of the Danish Business Authority and the Ministry of Foreign Affairs of Denmark.

## **F.17. Personal information**

To insure you, we need your personal information. You can read more about our processing of personal data in our privacy policy at [www.gouda.dk](http://www.gouda.dk)


Here you will find information about how we collect and use your personal information, your rights and how you can make use of them.



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