



# Expatriate insurance

**Terms and conditions 775**

**Effective May 2012**

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## Contact Gouda Rejseforsikring

### Service centre

+45 88 20 88 20  
gouda@gouda.dk

### Claims centre

Tlf.: 88 88 81 60  
Skade@gouda.dk

Your questions can also be answered on our website [gouda.dk](http://gouda.dk)

Insurance terms and conditions 775

## About Gouda Rejseforsikring

### Specialists in travel insurance

Gouda Rejseforsikring is one of Denmark's largest travel insurance companies and has been operating in Denmark since 1994. Gouda Rejseforsikring is part of Gjensidige Forsikring ASA, Norway. The company has provided life insurance, health insurance and insurance of valuables since the first fire office was established in 1816. Gouda continues as part of Gjensidige's Danish branch.

### Gouda Rejseforsikring helps travellers - on holiday and while working

Gouda Rejseforsikring offers a broad range of quality products to private and business travellers as well as foreign posting insurance. Together with the more than 300 travel agencies and 250 insurance brokers that sell Gouda travel insurance, we offer specialised, personal and thorough advice to travellers on holiday and business travellers.

## Section A Terms and conditions applying to all claims

### 1.1 Who does the policy cover?

The policy covers the persons named in the policy during the time they are expatriates and during travel, providing that Travel Cover has been selected.

### 1.2 What geographical areas does the policy cover?

The policy covers the geographical area named in the policy. This means that the policy will also give cover in the insured person's home country, if the insured person is temporarily staying there. See, however, clause 20.1 Contents and clause 21.1 Travel Cover.

### 1.3 When does the policy become effective?

The effective date is noted on the insured person's policy.

**1.3.1** Gouda will determine on the basis of the proposal and health details whether the policy can be issued and on what terms and conditions.

**1.3.2** The policy will provide cover from the time the insured person leaves the home country in order to take up residence in the country of residence under the terms and conditions which applied when the proposal was finally assessed. However, the policy will not provide cover earlier than the effective date, and this can never be before Gouda received the proposal and issued the policy.

### 1.4 Period of policy and cancellation

**1.4.1** The policy will apply continuously for one year at a time until one of the parties cancels it in writing, giving at least one month's notice.

**1.4.2** The policy will expire on the insured person's return to the home country.

**1.4.3** The policy will not cover costs of treatment carried out after coverage has lapsed or expired.

This shall apply regardless of the reason for the lapse or expiry.

**1.4.4** After any claim, either Gouda or the insurance owner may, on giving one month's notice, cancel the policy within 14 days of a benefit being paid or the claim being refused as not covered by the policy.

### 1.5 Sums insured

**1.5.1** The sums insured for individual classes of cover listed in the policy and terms and conditions shall be the limits of Gouda's liability for all insured events occurring in the insurance year under the various classes of cover.

The sums insured are per insured person per insurance year, unless otherwise stated in the terms and conditions or policy.

With respect to coverage of personal liability, provision of security, contents and missed departure, the sums insured are per policy per year.

With respect to luggage and delayed luggage, the sums insured are per event per policy.

**1.5.2** In the case of sickness or injury, the sums insured at the time of the occurrence of the sickness or injury shall also be the upper limit for the company's liability for the injury or disorder regardless of whether this lasts for several years, and even in the event of a renewal of the policy.

### 1.6 Insured person's duty of disclosure

**1.6.1** The insured person is obliged to provide Gouda with the information, including medical information, which Gouda considers necessary to assess whether a policy can be issued.

**1.6.2** Medical information will be treated with full discretion.

**1.6.3** If the health information provided is incomplete or incorrect, benefits may be reduced or refused altogether in accordance with the relevant Danish Insurance Contracts Act. At the same time the insurance relationship may be subjected to re-assessment.

**1.6.4** If the proposer's state of health changes after the health details have been submitted but before the policy becomes effective, the policy-holder and/or insured person are obliged to inform Gouda immediately.

**1.6.5** Changes of address must be notified to Gouda immediately.

### 1.7 In case of a claim

**1.7.1** Gouda's doctor shall be entitled to seek information on the insured person's state of health and treatment from the doctors and hospitals which have treated the insured person and if 3 necessary to discuss the information provided to Gouda with these persons. Gouda guarantees full discretion with regard to this information. The insured person shall be obliged to sign a so-called "medical release" on request.

**1.7.2** Gouda shall be entitled to require the insured person to be examined by Gouda's doctor or by a doctor appointed by Gouda. In the case of death, Gouda shall be entitled to require a post-mortem.

In this case, Gouda will pay all associated costs.

If next of kin object to a post-mortem, the right to benefits will be lost.

**1.7.3** Section B "Events covered by the policy – what to do" constitutes an integral part of these insurance terms and conditions and the procedures in that section must be followed.

### 1.8 General exclusions

The policy will not provide cover if the event was caused by the insured person:

**1.8.1** By wilful act or gross negligence.

**1.8.2** Under the influence of narcotic substances or other non-prescription drugs.

**1.8.3** During self-inflicted intoxication where the intoxication was the cause of the event.

Moreover the policy will not provide cover:

**1.8.4** Where the event occurred during the exercise of mountaineering, mountain climbing, parachute jumping, motor sport of any kind, paragliding, ski jumping or glider flying or during the exercise of professional sport or training for this.

**1.8.5** For pilots and co-pilots during flying.

**1.8.6** During the insured person's participation in scientific expeditions.

**1.8.7** In the case of events occurring as a direct or indirect result of strike, lockout, arrest, confiscation or other action by a public authority.

**1.8.8** In the case of events occurring directly or indirectly as a result of the use of radioactive material.

**1.8.9** For staff at atomic plant during the exercise of their work.

**1.8.10** In the case of events arising directly or indirectly as a result of war or warlike actions, rebellion or civil unrest. However, the policy shall cover such claims until the first available opportunity for evacuation has occurred, cf. 1.8.11, unless at the time of the insured person's entry into the affected area evacuation had already been recommended or performed as a result of the current unrest.

**1.8.11** Cover shall last for a maximum of three months from the time the country or area is first classified as a war zone. After the country is no longer classified as a war zone a new three month period will begin if the country is subsequently re-classified as a war zone.

## **1.9 Payment of premium**

The first premium will fall due for payment on the effective date of the policy and later premiums on the stated due dates.

Government stamp duty will be calculated in accordance with the rules of the Danish Stamp Act and will be collected in conjunction with the premium.

Demands for payment will be sent to the notified payment address.

If the premium is not paid, Gouda will send a reminder for payment of the premium. This reminder will be sent no earlier than 14 days after the due date, and will contain information that policy coverage will lapse if the premium is not paid within 14 days of the dispatch of the reminder.

If Gouda has sent such a reminder, it shall be entitled to demand an administration fee.

## **1.10 Insurance Board of Appeal**

If the insured person is not satisfied with Gouda's decision on a claim or with other matters relating to the insurance, an appeal may be made with respect to the private travel cover to:

### **Insurance Board of Appeal**

Anker Heegaards Gade 2

1572 Copenhagen V

Tel.: +45 33 15 89 00 (between 10:00-13:00)

The appeal must be submitted on a special appeals form available on request from:

- Gouda Travel Insurance
- Insurance Board of Appeal
- Danish Insurance Information Service

## **1.11 The insurance contract and choice of legislation**

The insurance shall be governed by the insurance policy, the insurance terms and conditions and the applicable Danish Insurance Contracts Act to the extent that this has not been waived.

Disputes arising from this insurance contract shall be decided under Danish law.

## **1.12 Double insurance**

The policy will not cover costs covered by another policy.

Benefits under the cover for 11. 24-hour accident and 12. Additional 24-hour accident shall, however, not be limited by the existence of another policy. (This provision shall apply when the claim is decided under foreign law).

## **1.13 Other insurance**

If, at the time that loss or damage insured by this policy occurs, there is any other insurance against such loss or damage or any part thereof, the company shall be liable under this policy for its proportionate share of the loss or damage only. (This provision shall apply when the claim is decided under foreign law).

## **1.14 Assignment of claims**

Rights under this policy may not be offered as security or assigned without Gouda's consent.

### 1.15 Recovery

In the event of payments being made under this policy, Gouda shall take over all the insured person's rights in this respect. Gouda shall be entitled to recovery from third parties to the extent that Gouda has indemnified the policy holder. Costs in connection with any recovery actions shall be covered by Gouda. (This provision shall apply when the claim is decided under foreign law).

### 1.16 Rights of subrogation

The company shall be fully and completely subrogated to the rights of the insured person against parties who may be liable to provide an indemnity or make a contribution with respect to any matter which is the subject of a claim under this certificate.

The company may at its own expense take over the insured person's rights against third parties to the extent of its payments made. The insured person shall cooperate with the company and provide such information and documentation as is reasonably required by the company in order to collect and enforce its rights of subrogation. The company may institute any proceedings at its own expense against such third parties in the name of the insured person. (This provision shall apply when the claim is decided under foreign law).

### 1.17 Legal venue

Proceedings against Gouda Travel Insurance must be instituted at the Copenhagen City Court or the Eastern Division of the Danish High Court.

## Section B Events covered by the policy – what to do

If the insured person encounters an acute situation which relates to this policy, contact Gouda's Assistance Centre. The Assistance Centre is open 24 hours a day – 365 days a year:

#### Gouda's Assistance Centre

Tel.: +45 33 15 60 60

Fax: +45 33 15 60 61

E-mail: [alarm@gouda.dk](mailto:alarm@gouda.dk)

At Gouda's Assistance Centre you will be able to talk to a staff member who will assist you. If your call relates to illness or an accident, there are doctors ready to take up the case and start dialogue with the doctor providing treatment. It is important to follow the instructions you receive from Gouda's doctor or the Assistance Centre.

Before ringing Gouda's Assistance Centre, you should spend a few minutes collecting together all the relevant information. For instance, the policy number, civil registration numbers, name and

telephone number of the place you are at (doctor, hospital etc.), diagnosis, name of your own doctor and any addresses of next of kin. This will enable us to help you more quickly.

If you require advice or guidance before, during or after your period of expatriation, you are welcome to contact the Assistance Centre or Gouda itself:

#### Gouda Travel Insurance

Tel.: +45 88 88 81 40

Fax: +45 88 20 88 21

E-mail: [erhverv@gouda.dk](mailto:erhverv@gouda.dk)

The following describes what you should do in the case of a claimable event and what documentation needs to be collected and produced when making a claim under the policy.

#### Delayed luggage:

If your luggage is delayed, you must report the delay to the airline and make sure you receive a written confirmation, a so-called "PIR report". On your return you must send this along with original receipts for replacement purchases, original air tickets, luggage tags and proof of receipt of luggage.

#### Lost or damaged luggage:

In the event of theft, robbery etc., it is a condition for Gouda's liability that you immediately report the incident to the local police. If the loss or damage occurred while the luggage was in the custody of the carrier/airline, you must immediately notify this to the company and secure confirmation of your notification. If the damage or loss causes you acute problems, you must immediately contact the Assistance Centre. In non-acute cases, send the claim form to Gouda as soon as possible. Together with the claim form attach the original confirmation of your notification to the above-named authorities and proof of the value of the stolen or damaged items.

#### Death:

Contact the Assistance Centre as soon as possible. The Centre staff will then make the necessary arrangements with next-of-kin and the relevant authorities.

#### Search and rescue:

If search and rescue is necessary, contact the local authorities first. Then contact Gouda's Assistance Centre as soon as possible. Gouda's Assistance Centre will make the necessary arrangements, if necessary in cooperation with local and public authorities.



**Replacement personnel:**

Contact the Assistance Centre as soon as possible. It is a condition for Gouda's liability that the insured person obtains from the treating doctor the precise diagnosis and provides Gouda's doctor with access to all the relevant patient's notes.

**Evacuation:**

If you are in an area from which evacuation is necessary, contact Gouda's Assistance Centre, which will be responsible for the evacuation, if necessary in cooperation with the public authorities. You are also welcome to contact Gouda's Assistance Centre if you are in doubt as to whether evacuation is necessary.

**Flight delays:**

The following documents should be forwarded as soon as possible: The claim form together with a confirmation of the delay from the airline, the original prepaid invoices and original invoices relating to costs incurred.

**Missed departure:**

As soon as you know you will miss the planned transport, you must contact Gouda's Assistance Centre and tell them where you bought your ticket. Gouda's Assistance Centre will then in cooperation with the travel agency advise you and help you to find alternative similar transport.

**Emergency return home:**

Contact the Assistance Centre immediately for an assessment of whether a refund for the journey home can be provided under the given circumstances. If so, the Assistance Centre will arrange an extraordinary journey home. If it is agreed that the insured person can arrange for the journey home or if there have been other expenses covered by the policy, please forward the claim form together with the relevant documents as soon as possible.

**Hospitalisation:**

Contact the Assistance Centre as soon as possible and no later than 24 hours after hospitalisation. The Assistance Centre can, if necessary, arrange for a payment guarantee to the hospital treating the insured person.

**Medical treatment:**

If you have been under treatment from a practising doctor, you can ask this person to send the bill to Gouda. You can also pay the practising doctor yourself for the treatment and subsequently send the claim form and original documents to Gouda for refund. If necessary Gouda can provide the treating doctor with a guarantee.

You must forward the claim form as soon as possible, whatever the method of payment. Remember under all circumstances to obtain the necessary verification of your illness in the form of a doctor's certificate with diagnosis and details of any prescribed drugs and original documents for payment of medical treatment and drugs.

**Assault:**

Please inform Gouda as soon as possible. It is condition of cover that the attack is reported to the local police without delay and that the insured person obtains a doctor's certificate as soon as possible. The claim form should be sent in as soon as possible.

**Personal liability:**

You are under a duty to provide Gouda with all information which can clarify the matter, including:

- a) a precise description of the course of events.
- b) names and addresses of all persons involved.
- c) information on whether there are other policies which cover the same incident.
- d) witness statements.
- e) a specification of the claim.

**Remember, never admit liability!****Bail:**

The Assistance Centre must be contacted immediately. The conclusion of a bail claim will typically be settled after return home with the repayment of the bail sum.

**Illness or accident:**

Contact the Assistance Centre as soon as possible. It is a condition for Gouda's liability that the insured person obtains from the treating doctor the precise diagnosis and provides Gouda's doctor with access to all the relevant patient's notes.

Escort of patient and escort's travel Contact the Assistance Centre as soon as possible. It is a condition for Gouda's liability that the insured person obtains from the treating doctor the precise diagnosis and provides Gouda's doctor with access to all the relevant patient's notes.

**Medical transportation:**

Contact the Assistance Centre as soon as possible in every case where medical transportation might be relevant.

Gouda's doctor or the Assistance Centre doctor will then in consultation with the treating doctor/hospital decide whether transportation needs to be arranged and if so how and when to implement it.

## Section C General insurance terms and conditions

In accordance with the applicable Danish Insurance Contracts Act.

### Basic cover:

## 2. Medical cover

### 2.1 What expenses does the policy cover?

In the case of acute illness or serious injury occurring during the policy period the policy will cover usual, reasonable and necessary expenses for:

- 2.1.1** Treatment of somatic (physical) conditions during hospitalisation or as an out-patient.
- 2.1.2** Hospitalisation on an intensive ward at the hospital's normal rates where this is medically necessary.
- 2.1.3** Hospitalisation with room and board at normal rates for two-person wards (semi-private ward) or hospitalisation with room and board at up to DKK 10,000 per day.
- 2.1.4** Medically prescribed prescription drugs.
- 2.1.5** Supply of screened blood if Gouda's doctor deems the insured person to be in a risk area.  
On-site supervision of administration of screened blood to the insured person.
- 2.1.6** Treatment of mental conditions including any admission to hospital or other treatment institution at up to a total of DKK 150,000 per insurance year. It is a condition that:
  - a)** the treating specialist in psychiatry has issued a prescription and
  - b)** the extent of the treatment is approved by Gouda's doctor before it is started.

**2.1.7** Medically prescribed treatment of mental conditions when carried out by a psychologist at up to 20 treatments per insurance year.

It is a condition for cover that the nature and extent of the treatment is approved by Gouda's doctor before treatment starts.

**2.1.8** Physiotherapy, chiropractic treatment and/or acupuncture at up to 20 treatments per insurance year.

### 2.2 The policy does not cover

The policy does not cover expenses on:

- 2.2.1** Illness or injury whose occurrence dates to before the policy's effective date, including cases of acute deterioration, complications or resulting illnesses.
- 2.2.2** Hospitalisation where out-patient treatment is medically justifiable.

**2.2.3** Pregnancy examinations, childbirth and treatment of illness arising from pregnancy including premature births.

**2.2.4** Treatment for sterility, birth control, abortion or treatment of illnesses or complications resulting from these.

**2.2.5** Aids, initial stages of Aids or any possible illness, consequence or complication in connection with such cases.

**2.2.6** Illness, injury or death occurring as a direct or indirect consequence of the insured person's misuse of prescription drugs or deliberate overdosing with such. No expenses will be covered in connection with other cases of suicide or attempted suicide.

**2.2.7** Dental treatment.

**2.2.8** Plastic surgery or cosmetic operations, treatment of resulting illnesses or complications, unless made necessary by an injury requiring hospital treatment within 24 hours of the occurrence of the injury.

**2.2.9** Prostheses and hearing aids unless this is the first time of acquisition as a result of an acute occurrence of illness or injury.

**2.2.10** Glasses and contact lenses.

**2.2.11** Vaccinations and health checks and care, convalescence or spa treatments, even if the insured person is hospitalised.

**2.2.12** Experimental/palliative treatments not offered by the Danish health services.

**2.2.13** Medical treatment not approved by the national health authorities.

**2.2.14** Alternative treatment forms, including herbal medicine, homoeopathy, kinesiology etc.

## 3. Medical transportation

### 3.1 What expenses does the policy cover?

If the insured person is affected by a serious illness or injury covered by the policy and Gouda's doctor, possibly in consultation with the local treating doctor, considers that treatment is unavailable in the locality, the policy will cover reasonable expenses for:

**3.1.1** Ambulance transport from the place of the illness/accident to the place of treatment (including air ambulance if approved by Gouda).

**3.1.2** Transport to the nearest suitable place of treatment, if Gouda's doctor considers that transport is necessary and justifiable, and including if necessary expenses for an escort prescribed by Gouda's doctor.

**3.1.3** Obtaining of a scheduled itinerary or return travel to the insured person's fixed address in the country of residence no later than 14 days after the end of treatment (maximum economy class air travel).

### 3.2

In the case of death, transport to a funeral director in the country of residence or home country, including expenses for statutory requirements such as embalming and zinc coffin. If the insured person or next of kin request cremation and/or burial at the place of death, the policy will cover expenses up to DKK 15,000. However, Gouda may require the deceased to be transported to the home country for a post mortem.

### 3.3 Practical arrangement of medical transportation

The Assistance Centre will organise the practical arrangements in the case of medical transportation covered by the policy. If the insured person arranges this transport without contacting Gouda or the Assistance Centre, the expenses will only be covered if Gouda's doctor deems the transport necessary and justifiable and by a maximum sum corresponding to the expenses Gouda would have had in arranging similar transport.

### 3.4 The policy does not cover

The policy does not cover expenses on:

- 3.4.1** Transport resulting from the insured person's fear of contagion, but see clause 8.2.
- 3.4.2** Transport arranged by the insured person which Gouda would not have had if it had provided the transport.

## 4. Medical error

### 4.1 What expenses does the policy cover?

Claims under policy coverage for illness or childbirth and pregnancy examination.

**4.1.1** The policy will cover compensation for medical errors committed by an authorised doctor during hospitalisation or out-patient treatment. Liability shall be determined under the Danish Patients' Insurance Act S. 2-8, and the amount of compensation shall be determined under the applicable Danish Liability Act at up to DKK 1,000,000.

## 5. Escort of patient and escort's travel

### 5.1 Whose expenses will be covered?

Two persons of the insured person's choice.

### 5.2 What expenses does the policy cover?

In cases where the insured person is hospitalised or the equivalent, or dies as a result of sickness or injury which is covered under cover sections 2. Medical cover or 7. Additional medical cover, the policy will cover:

**5.2.1** Reasonable expenses for transport together with insured person and/or out to the insured person, and:

**5.2.2** Reasonable expenses for accommodation, meals and local transport at up to DKK 2000 per day and for up to 30 days for all escorts, who by agreement with Gouda are accompanying and/or have been called out to insured person and remain with him/her. In the case of private accommodation, the policy pays a contribution of DKK 300 per person per day.

**5.2.3** Expenses for a relevant travel insurance policy with Gouda for the insured person's escorts.

The policy also covers reasonable expenses on:

**5.2.4** Escorts' return journey (maximum economy class air flight) to their own homes when their attendance is no longer needed.

### 5.3 Special provision for summoning of escorts

The policy will only cover the summoning of escorts if the treating doctor and Gouda's doctor judge that the insured person will be hospitalised for at least three days.

## 6. Personal safety

### 6.1 Emergency counselling

**6.1.1** What expenses does the policy cover?

Expenses for emergency counselling at the accident location in the event that the insured person is exposed to:

- a) a major accident
- b) a violently traumatic incident involving several persons
- c) a natural disaster
- d) a terrorist action, war or warlike situation
- e) hostage-taking

It is a condition of cover that Gouda's doctor or psychologist judges that emergency counselling is necessary.

Robbery, assaults and threats must be reported to the local police immediately and verification of this must be provided when making a claim to Gouda on arrival back in Denmark.

### 6.2 Evacuation

**6.2.1** What expenses does the policy cover?

The policy covers necessary expenses on transport, hotel accommodation, meals, clothing, local transport etc. in connection with evacuation to the nearest safe destination or to Denmark in the case of:

- a) The Ministry of Foreign Affairs recommending evacuation or return home due to current war or warlike conditions or due to imminent danger of outbreak of war or warlike conditions in the country in which the insured person is staying.
- b) The Ministry of Foreign Affairs recommending evacuation or return home due to current terrorist acts or imminent danger of terrorist acts.



The Ministry of Foreign Affairs or local authorities recommending evacuation due to natural disasters or imminent danger of natural disasters in the area in which the insured person is staying.

- d) Statens Seruminstitut recommending evacuation due to life-threatening epidemics in the area in which the insured person is staying.

The above authorities' decisions will determine Gouda's decision on when an evacuation is covered and where the nearest safe destination is.

### **6.3 Limits to cover**

**6.3.1** The transport must be implemented at the first opportunity. If the insured person does not wish to accept the offer of evacuation at this point, the cover will become void.

### **6.4 The policy does not provide cover**

**6.4.1** If at the time of the insured person's entry into an area evacuation had already been recommended or implemented.

### **6.5 Search and rescue**

**6.5.1** What expenses does the policy cover?

**6.5.2** The policy covers necessary expenses for the search and rescue of the person involved.

It is a condition of the policy that:

- a) The incident has been reported to the local police/authorities and that the search/rescue has been initiated by these or by the Ministry of Foreign Affairs.
- b) Gouda's Assistance Centre is contacted immediately that a search or rescue becomes necessary and that the Assistance Centre approves the companies responsible for the search and its scope.

### **6.6 Limits to the cover**

**6.6.1** Regardless of the number of policies taken out and the number of persons insured, the maximum benefit payable for a single claim event is limited to DKK 300,000.

**6.6.2** Cover will only be provided if the person searched for is an insured person with Gouda. If several persons are being searched for as a group, the search expenses will subsequently be shared equally between the number of persons.

**6.6.3** It shall not be regarded as a search if the insured person has not informed next of kin where he/she will be and the family wishes to get into contact – regardless of the reason of the wish for contact.

**6.6.4** There is an excess of 10% for all claims under this clause, with a minimum of DKK 2,500 per claim.

### **6.7 The policy does not cover**

**6.7.1** Fees to organisations/authorities who normally handle search operations voluntarily/free of charge.

**6.7.2** Searches north of 75 degrees latitude or at the South Pole.

**6.7.3** Searches necessitated by the insured person's gross negligence.

**6.7.4** Searches for insured persons with existing mental conditions which are presumed to be the cause of their going missing.

**6.7.5** Searches for insured persons who have been given a terminal prognosis.

**6.7.6** Searches for persons who go missing while exercising professional sports or are on a scientific expedition.

**6.7.7** Expenses for search/rescue in the case of kidnapping or hijacking.

### **6.8 Coverage in case of terrorism**

**6.8.1** What expenses does the policy cover?

**6.8.1.1** In cases where the insured person is directly affected by terrorism in the form of bomb attacks, chemical or biological weapon attacks, hijacking or other form of terrorism, the necessary additional expenses will be covered for home transport to Denmark (including by air ambulance if necessary), providing that Gouda's doctor considers that home transport is necessary and that the transport is arranged by agreement with Gouda.

### **6.9 Coverage for hostage-taking**

**6.9.1** What expenses does the policy cover?

**6.9.1.1** The policy will give cover where the insured person has been held as a hostage:

- a) Necessary additional expenses for home transport of the insured person to Denmark (including air ambulance if necessary), providing that Gouda's doctor considers that home transport is necessary and that the transport is arranged by agreement with Gouda.
- b) Additional expenses for hotel accommodation, local transport and meals.
- c) Extension of insurance period, in the case that the insurance period expires while the insured person is being held as a hostage. The extension will come into force at the end of the insurance period in question and continue until the insured person is back in Denmark – but for a maximum of 14 days after the insured person has been released.

**6.9.2** The policy does not cover

**6.9.2.1** Expenses for investigation into a hostage-taking.

**6.9.2.2** Expenses on ransom money.

**6.9.2.3** Any event arising from incidents which have taken place in areas of war, warlike conditions, rebellion or civil unrest.

## **6.10 Coverage in event of detention in connection with war**

### **6.10.1 What expenses does the policy cover?**

**6.10.1.1.** The policy gives cover in the event that the insured person is detained by the authorities in a country as a result of war or the risk of war for:

- a)** Reasonable and necessary additional expenses for accommodation and internal transport.
- b)** Necessary additional expenses for meals at up to DKK 500 per day.

### **6.10.2 Limits**

**6.10.2.1** This coverage will cease three months after the insured person is first detained.

## **Supplementary cover:**

## **7. Additional medical cover**

### **7.1. What expenses does the policy cover?**

The policy will cover customary, reasonable and necessary expenses on:

**7.1.1** Vaccinations and health examinations at up to DKK 2000 per insurance year.

Vaccinations before departure are not covered by the policy.

**7.1.2** Childbirth at up to DKK 150,000, provided that the expected date of delivery is later than 44 weeks after the effective date of the policy.

**7.1.3** Pregnancy examinations which can be carried out as an out-patient, if the expected date of delivery is later than 44 weeks after the effective date of the policy, at up to DKK 15,000 per insurance year.

**7.1.4** Children born during the insurance period where the expected date of delivery is more than 44 weeks after the effective date of the mother's policy.

For the first month after childbirth, all treatment expenses relating to the child will be covered by the mother's policy and out of the sums insured by her.

Subsequently a special policy for the child will be taken out, with no requirement for disclosure of health details. The policy cannot be taken out for a higher insured sum than that which applied to the mother's policy at the time of birth.

For the following 11 months and notwithstanding Clause 2.2.1, the child's policy will cover expenses for treatment of birth trauma, congenital disorders, congenital deformities and illnesses. Expenses for treatment of the above which are incurred subsequently will be covered at up to DKK 150,000 from the child's insured sum per insurance year.

## **8. Optional medical transportation**

### **8. What expenses does the policy cover?**

If the insured person needs to be hospitalised as a result of serious illness or accident covered by the policy which occurred during the period of cover, the policy will cover reasonable expenses on:

**8.1.1** Transport to a suitable treatment location within the country of residence or in the home country as the insured person wishes.

**8.1.2** Return travel to the insured person's fixed address in the country of residence no later than 14 days after the conclusion of treatment.

## **9. Accommodation expenses in connection with out-patient treatment at a hospital**

### **9.1 What expenses does the policy cover?**

If the insured person stays at a hotel or similar away from his or her home address in order to receive out-patient treatment at a hospital in connection with a serious illness or accident otherwise covered by the policy, the policy will cover reasonable and necessary additional expenditure for accommodation at up to DKK 1200 per day for the period the treatment lasts. In the case of private accommodation, the policy pays a contribution of DKK 300 per day.

## **10. Dental treatment**

### **10.1 What expenses does the policy cover?**

**10.1.1** The policy covers 80% of the cost of each of the following treatments: Dental examination, toothcleaning, fillings per tooth, root treatment per tooth, tooth extraction and X-ray examination – but no earlier than 4 weeks after the effective date of the policy. In addition orthodontics is covered for children under 18 years – but no earlier than 3 months after the effective date of the policy.

**10.1.2** In addition refunds will be made for pegs, bridges, gold work, crowns, night guards, paradontal treatments etc. at a maximum of DKK 1500 per tooth while bridge work will be refunded at DKK 1500 per section - but no earlier than 3 months after the effective date of the policy.

**10.1.3** The maximum payment will be DKK 15,000 per insurance year.

### **10.2 Special provision**

Gouda shall be entitled to reduce or refuse benefits for expenses on dental treatment in the following cases:

**10.2.1** If in the opinion of a dentist the insured person's teeth must be regarded as much poorer than those of persons of the same age who have regular check-ups and receive the recommended treatment.

**10.2.2** If in the opinion of a dentist it can be ascertained that the treatment could have been avoided, as the reason for the insured person's poor teeth dates to before the effective date of the policy.

**10.2.3** It is a condition for cover that the nature and extent of the treatment is approved by Gouda's dentist before treatment starts.

### **10.3 The policy does not cover**

The policy does not cover:

- a) other expenses on dental treatment than those named in clauses 10.1.1 and 10.1.2.
- b) cosmetic treatments
- c) transport costs in connection with treatments.

## **11. 24-hour accident**

### **11.1 What does the policy cover?**

If the insured person is affected by an accident during the insurance period, the insurance gives entitlement to the following benefits.

#### **11.2 Death benefit**

**11.2.1** When an accident leads directly to the insured person's death within 3 years of the occurrence of the accident, the sum insured for death will be paid out.

**11.2.2** If in connection with the accident Gouda has paid out a disability benefit, the benefit will be the sum by which the death benefit exceeds the previously paid payment.

#### **11.3 Disability benefit**

**11.3.1** The insured person is entitled to a disability benefit if the accident has caused permanent injury of at least 5%. The degree of injury will be determined when the insured person's state of health has stabilised, in other words when the insured person's state of health is not expected to worsen markedly, but no later than 3 years after the occurrence of the accident.

**11.3.2** The degree of injury will be determined according to the medical degree of injury according to the Danish National Board of Industrial Injuries' injuries table, without regard to the insured person's occupation.

**11.3.3** The disability benefit will be the percentage of the sum insured which corresponds to the degree of injury.

**11.3.4** The degree of injury may never exceed 100%, even though several parts of the body are affected by permanent injury. A disability which was present before the accident will not give entitlement to a benefit.

**11.3.5** If an accident alters the sight, such that the insured person needs to wear glasses or needs new glasses, reasonable expenses for initial acquisition will be covered.

**11.3.6** Existing disability will never cause the benefit to be set higher than if the disability had not been present.

### **11.4 Limits to the cover**

**11.4.1** If the insured person at the time of the accident is under 18 years, the sum insured for death will be reduced to DKK 25,000.

**11.4.2** For persons over 65 years, the cover for disability will be reduced to half of the sums insured.

**11.4.3** For persons over 75 years, the cover for death will be reduced to half of the sum insured.

**11.4.4** In the event that the insured person is covered by several accident policies taken out at any of Gouda's offices or in its sister or subsidiary companies, the total benefits in the case of an accident shall be limited to DKK 10,000,000 for death and DKK 20,000,000 for disability.

**11.4.5** In the case of claims occurring during skiing or diving with the use of compressed air cylinders, the sum insured will be maximum DKK 1,000,000 regardless of the sum insured taken out.

### **11.5 The policy does not cover**

The policy does not cover disability or death as a result of:

**11.5.1** Illness and/or the appearance of a latent illness, even if the illness occurred or became worse in connection with an accident.

**11.5.2** Worsening of the consequences of an accident due to an existing or a chance unforeseen illness.

**11.5.3** In the case of accidents occurring during air travel the policy covers only accidents affecting the insured person as a passenger during travel with nationally registered aircraft.

**11.5.4** Accidents due to illness.

**11.5.5** Expenses for treatment of dental damage.

### **11.6 Which persons will receive benefits?**

If the insured person dies, the sum insured, unless otherwise agreed with Gouda will be paid to the insured person's spouse, or if no spouse survives to the insured person's children, or if there are none, to the insured person's cohabitee registered at the same address as the insured person in the last year before death or if there is none, the insured person's heirs.

Disability benefit will be paid to the insured person and it is a condition of payment that the insured person is alive at the time when a demand for the benefit to be paid can be made.

## 12. Additional accident cover

### 12.1 What does the policy cover?

**12.1.1** The policy also covers:

**12.1.2** Disability: The benefit is double the percentage of the sum insured corresponding to the degree of injury. In the case of accident occurring during diving with oxygen cylinders or ski sports, this provision shall not apply.

**12.1.3** Dental damage: The policy covers reasonable and necessary expenses for the first complete treatment of dental damage occurring as a direct result of an accident during the insurance period.

Chewing injuries are covered at up to DKK 10,000 per insurance year.

#### Note

Gouda shall be entitled to reduce or refuse refunds for expenses for dental treatment if in the opinion of a dentist the insured person's teeth can be deemed to be much poorer than those of a person of the same age who have been to regular check-ups and followed recommended treatments, or in the opinion of a dentist it can be ascertained that the damage could have been avoided as the cause of the insured person's poor teeth dates from before the effective date of the policy.

**12.1.4** Loss of earning capacity: If an accident, after the insured person's state of health has stabilised, causes permanent reduction to the insured person's ability to earn an income by work, the insured person shall be entitled to compensation for loss of earning capacity. The loss of earning capacity will be calculated in accordance with the Danish Liability Act, S. 5, and if the insured person's loss of earning capacity is at least 15%, the insured person shall be entitled to a benefit for loss of earning capacity of 25% of the disability benefit paid out under clause 12.1.6.

**12.1.5** The policy covers disability as a result of a tropical illness or eye disease occurring during travel.

The disability will be determined by the same rules as for an accident. If the illness steadily gets worse, the final benefit will be determined with respect to the disability which was actually present on the third anniversary of the occurrence of the illness. It is a condition that the insured person has followed the WHO recommendations on vaccinations and prophylaxis when travelling to the country in question.

**12.1.6** The degree of injury/loss of earning capacity, cf. clauses 11 and 12, must if the insured person so requires be finally settled by the Danish National Board of Industrial Injuries. The costs of this procedure will be shared equally between the insured person and Gouda.

## 13. Assault

### 13.1 What does the policy cover?

If the insured person during the insurance period is exposed to wilful assault with demonstrable personal injury as a result, the policy will cover compensation for:

- lost earnings from work
- health costs
- other losses
- damages for pain and suffering
- hurt feelings

which a perpetrator would be adjudged to pay under Danish legal practice in accordance with the Danish Liability Act for an assault committed under similar circumstances in Denmark. If the insured person during the insurance period is attacked by a person and this results in death, the policy will cover reasonable funeral expenses which a perpetrator would be adjudged to pay under Danish legal practice in accordance with the Danish Liability Act for an assault committed under similar circumstances in Denmark.

### 13.2 Exclusions

The policy does not cover:

**13.2.1** If the insured person without reasonable grounds has exposed him/herself to the assault.

**13.2.2** If the event occurred in connection with a criminal act committed by the insured person.

**13.2.3** Funeral expenses if these are covered by Medical cover.

**13.2.4** Damage to property resulting from an assault.

## 14. Disability arising from travel/illness

### 14.1 What expenses does the policy cover?

The cover provides financial compensation if the insured person suffers permanent injury due to an illness occurring during the insurance period.

If the insured person dies during the insurance period, the policy will provide financial compensation to the insured person's survivors. The compensation is only paid in the case of illness.

### 14.2 Disability arising from illness

**14.2.1** If an illness which occurred during the insurance period has caused permanent injury of at least 5%, the policy will entitle the insured person to disability benefit. The degree of injury will be determined when the insured person's state of health has stabilised, in other words when the insured person's state of health is not expected to worsen markedly, but no later than 3 years after the occurrence of the illness.

**14.2.2** The degree of injury will be determined by the degree of medical disability, without regard to the insured person's occupation.

**14.2.3** The disability benefit is double the percentage of the sum insured corresponding to the degree of injury.

**14.2.4** Regardless of whether several parts of the body are affected by permanent injury, the combined degree of injury may not exceed.

100 %. A disability which was present before the illness occurred will not give entitlement to compensation.

**14.2.5** Existing disability will never cause the benefit to be set higher than if the disability had not been present.

**14.2.6** The insured person must be under continuous treatment by a doctor and follow the latter's orders.

### **14.3 Death benefit**

**14.3.1** If the insured person dies during the insurance period for reasons other than an accident, the sum insured for death will be paid.

### **14.4 Which persons will receive benefits?**

Disability benefit will be paid to the insured person and it is a condition of payment that the insured person is alive at the time when a demand for payment of the benefit can be made.

If the insured person dies, the sum insured, unless otherwise agreed with Gouda, will be paid to the insured person's spouse, or if no spouse survives to the insured person's children, or if there are no children, to the insured person's cohabitee registered at the same address as the insured person in the last year before death or if there is no cohabitee, to the insured person's heirs.

### **14.5 Exclusions**

The policy does not cover:

**14.5.1** Persons under the age of 8 years.

**14.5.2** Persons who at the time of the event are 65 years or over.

**14.5.3** Events covered by Clause 11. 24-hour accident.

## **15. Personal liability**

### **15.1 What expenses does the policy cover?**

The policy covers:

**15.1.1** Sums which the insured person is obliged to pay due to liability imposed on the insured person outside the terms of a contract for injury to persons or damage to property in accordance with the applicable law in the country in which the claim arises.

**15.1.2** Costs in connection with the determination of liability where costs have been incurred by agreement with Gouda.

**15.1.3** The insured person must not acknowledge liability or approve a liability claim. Failure to follow this requirement may lead to the insured person losing his or her rights under this policy. Gouda must be immediately informed about the insurance event and will thereafter take a decision on the management of the case.

### **15.2 The policy does not cover**

The policy does not cover the insured person's liability for:

**15.2.1** Claims arising as part of a work or business relationship.

**15.2.2** Damage to or loss of own possessions.

**15.2.3** Claims which result from the insured person, either by agreement or otherwise, assuming greater liability than applies under the ordinary rules for liability outside contractual relationships.

**15.2.4** Damage to items which the insured person owns, has loaned, is renting, is storing, is using, is travelling on, is working on or which otherwise are in his or her custody.

**15.2.5** Damage, loss or injury caused by animals.

**15.2.6** Claims in which the insured person causes another person to fall ill by contagion or otherwise.

**15.2.7** Claims arising from the use of motor vehicles, caravans or trailers, aircraft or sea vessels with engines or other sea vessels over 3 m long or under 3 m long is the engine power is over 3 hp.

**15.2.8** Injuries caused to family members.

## **16. Legal assistance**

### **§ 1 Who is covered by legal assistance?**

The persons covered are the same persons included on the main policy.

### **§ 2 What disputes are covered by legal assistance?**

1. The policy covers disputes arising in private life and which by their nature are capable of being brought before a court under the rules for civil cases in the Danish Administration of Justice Act. The policy also covers disputes of this kind which by agreement of the parties are dealt with by arbitration.
2. Disputes means actual current conflicts which can reasonably be made the subject of civil proceedings.
3. The company must – on the facts presented – pronounce on whether the dispute is covered by the policy or not. The company is both entitled and obliged to express any doubts as to the reasonableness of the case. Offered coverage will be limited to costs which have a reasonable relation to the object of the case.

### **§ 3 What disputes are not covered by legal assistance?**

1. Disputes connected with the exercise of a trade or profession.  
Exercise of a trade or profession means:
  - a) Disputes relating to the insured person's independent business, whether this is a main occupation, part-time occupation or hobby-type occupation.
  - b) Financial arrangements connected with the circumstances named in a).
  - c) Disputes of any kind arising in connection with the insured person's employment relationship.
2. Disputes with authorities in cases relating to taxes and government dues. Other disputes with public authorities, if decisions on a point of substance by the highest administrative authority cannot be handled by the ordinary courts.
3. Disputes relating to separation, divorce, parental custody, rights of access and maintenance, apart from disputes in the second (or third) instance where the insured person has wholly or partially been upheld at the first instance, insofar as the case is handled in Denmark.
4. Disputes concerning assets, property rights, shared ownership matters and other rights connected with the contracting or dissolution of marriages, civil partnerships, other forms of cohabitation or general partnerships.
5. Disputes in connection with the administration of estates and legacies.
6. Private libel suits
  - a) Where the insured person is the subject of the action, unless the insured person is acquitted of all allegations.
  - b) Where the insured person is the subject of the action, unless the insured party is cleared on all allegations.
7. Criminal cases – apart from costs of civil actions decided in connection with the criminal case.
8. Default actions against the insured person, if the correctness and amount of the debt is beyond doubt. The exclusions in sub-paragraphs 1-8 apply to cases at the first and higher instances.

### **§ 4 What costs are covered by legal assistance?**

1. Own case costs
2. The insured person's costs for legal assistance in connection with prosecution of the insured person, unless the insured person is found guilty of the criminal offence at the first instance. If the insured person is found guilty of the criminal offence at the first instance, any compensation already paid will be regarded as an interest-free loan which must be repaid to Gouda on demand.

3. Expenses on expert witnesses appointed by the court during a case.
4. Expenses on expert witnesses under the Administration of Justice Act Chap. 32, where the appointment has been approved in advance by the company, see S. 5, Par. 1, or when the result of the expert witnesses' report gives the insured person reasonable grounds for continuing the case.
5. Expenses on unilaterally obtained specialist's declarations, if the obtaining of these has been approved by the company in advance.
6. Other case costs if these have been approved in advance or will be approved by the company.

### **§ 5 What costs are not covered by legal assistance?**

1. Costs which have not been incurred on reasonable grounds, e.g. because the insured person is not judged to have reasonable grounds for running the case or because they are not reasonably proportionate to the object of the case.
2. The insured person's own travel costs or lost earnings.
3. Costs in connection with the disputes named in Section 3, paragraphs 4 and 5 are not covered, regardless of whether the dispute is decided by division of an estate or by a separate court case.
4. Costs in connection with execution of judgement, arrest, injunction and including bail, unless these have been paid by agreement with the company.
5. Costs relating to disputes which could have been dealt with by a complaints board, e.g. the Consumers Complaints Board or other authorised board, unless otherwise agreed with the company or it is clear that the case due to its character would have been referred to the courts.
6. If the insured person or the lawyer selected by that person neglects to do the necessary to obtain a proper decision in the dispute, e.g. attending court or producing requested evidence, or acts in ways which are unreasonable or obstruct or delay the completion of the case, the company will only be liable to the extent that it is shown that the neglect has had no influence on case costs.
7. Apart from the costs named, the policy covers: Any travel costs which are necessary if the insured person subsequently must appear as a witness or party in connection with a case heard abroad. The total cost may not exceed DKK 100,000, which is Gouda's liability limit.



## § 6 Legal aid

1. In the event of court proceedings the insured person must seek legal aid if the financial conditions for this are fulfilled (information on this can be obtained from the County Governor's Office/Prefect's Office – or on application to the company). If the insured person has neglected to seek legal aid – even though the financial conditions for this are fulfilled – the policy will not give cover.
2. If the insured person is granted legal aid, the policy will cover the case costs within the limits of cover. No deduction of excess will be made.
3. If the insured person is refused legal aid – despite the financial conditions for it being fulfilled – the policy will not give cover. If the insured person nevertheless proceeds with the case, the policy will cover all legal costs under the rules of Par. 2 in the event that the insured person's case is largely upheld in the judgement or other legal settlement.

## § 7 Complaints Board

If the dispute is dealt with by a Complaints Board, e.g. the Consumers Complaints Board or other authorised board, the insured person will be obliged to employ this avenue first, see Section 5, Par.

5. The costs of consideration by the complaints board are not covered.

## § 8 Benefits and excess

1. Benefits are payable for the costs mentioned in Sections 4 and 6 but less the costs which are obtained from the other side, see Section 9, Par. 4.
2. The company's liability for a single insurance event is limited to the maximum sum laid down in the individual main policy or the individual insurance terms and conditions. The amount of any excess is also given in the individual main policy or the individual insurance terms and conditions. If the case is appealed, the above maximum sums will apply to the total examination by the courts. Costs will be refunded separately for each instance, less any excess amount, including the minimum excess, for each instance.
3. If several insured persons – insured in the same or several companies – bring a case with the same origin and fulfil the conditions of the Administration of Justice Act Chap. 23 on joinder of causes of action, the provisions for maximum cover and for excess shall apply to each of the insured persons, but see Pars. 5 and 6.
4. If the outcome of the dispute affects others than the implicated insured parties, the costs shall be divided between all the parties with a legal interest, see also par. 5.

5. If the number of insured persons in the case mentioned in Pars. 3 and 4 is more than 5, the total refund will be limited to a sum corresponding to the greatest maximum multiplied by 5. The excess will be calculated from the lowest of any percentages applied, but will always amount to at least the lowest excess – or the minimum excess amount multiplied by 5. If the case is appealed, the maximum cover determined in the first sentence of this paragraph will apply to the totality of actions. Costs will be refunded separately for each instance, less any excess amount, including the minimum excess, for each instance. Costs will be divided between all parties with a legal interest, cf. Par. 4. Refunds and excesses will be divided equally between the insured parties. These rules will also apply to disputes which are decided out of court and for disputes heard abroad.
6. A dispute in which several persons insured under the same policy are on the same side will be regarded as a single insurance event. The same will apply to a dispute between insured persons and several opponents if the allegations rely on what are largely the same facts.
7. Refunds for positive expenses – including payments for legal associates – will be paid out on account as they are incurred. Lawyers' fees will be paid when judgement has been handed down, even if the judgement is appealed. However, the lawyer must previously seek recovery of costs from the other side, see Section 9, Par. 4.

## § 9 Division of costs

1. The insured person must provide the court with all necessary information for the court to make a decision on the question of awarding costs to the other side.
2. In the case of settlement – whether reached in or out of court – an application for decision on the division of legal costs must be made to the court or approved by the company before any binding agreements are made.
3. In the case of arbitration the company assumes that costs will be distributed in accordance with the principles of the Administration of Justice Act Chapter 30.
4. Any costs for which the other side is liable must be paid to the benefit of the company. The insured person or that person's lawyer must seek recovery of costs from the other side. If such costs are irrecoverable, the company will cover these costs less any excess and the company will take over the insured person's rights.
5. If a settlement is reached for the payment of the principal, interest and awarded costs against a receipt in full, a proportionate distribution of costs must be made between on the one hand the principal and on the other the awarded costs.

## § 10 Insurance period

The policy will only cover costs for disputes where the cause of action occurred simultaneously with or after the effective date of the main policy. It is a further condition that the cause of action occurred before the expiry of the policy.

## § 11 Selection of lawyer

1. The cover is dependent on the insured person seeking assistance from a lawyer who has taken on the case. The insured person will personally select the lawyer from the members of the Danish Bar and Law Society.
2. Once the company has committed itself to legal assistance, the lawyer must refrain from claiming fees etc. from the insured person. However this does not apply to:
  - a) Excesses and any amounts exceeding the policy cover or
  - b) Expenses agreed with the insured person before or at the latest simultaneously with the decision as to the incurring of expenses when the expenses fall outside the policy cover.
3. If the lawyer refuses to give a declaration to this effect, no cover can be provided.
4. The lawyer has a direct claim on the company for the insurance benefit and cannot make an agreement over fees with the insured person with binding effect on the company.
5. The fee is calculated in accordance with the guidelines for legal costs in civil cases followed by the courts.
6. A lawyer may not bring his or her own action.
7. If the dispute is heard outside of Denmark, the selection of a foreign lawyer must be by agreement with the company.

## § 12 Notifying a claim to the company

1. Notification to the company must be done as soon as possible.
2. Notification to the company must as far as possible include:
  - a) Indication of opposing party.
  - b) Allegations (and counter-allegations)
  - c) Brief summary of case noting the grounds on which the allegations are based.

The company may also, where necessary to clarify the case, require the production of documents and evidence. The company may also demand a legal justification for the allegations.
  - d) Information on what procedural steps incurring expenditure it is planned to initiate or exceptionally already have been initiated.
  - e) The lawyer's declaration that with respect to claims for fees etc. (see Section 11, Par. 2) he or she will refer to the company.
  - f) Information on whether legal aid has been sought and the results of this, or evidence that the financial conditions for obtaining legal aid are not present.

3. The notification should be submitted by the lawyer or in the case mentioned in Section 11, Par. 7 by the insured person.
4. During the course of the case the lawyer will inform the company of the procedural steps taken with significance for expenditure.

## § 13 General provisions

1. The legal assistance cover will follow the main policy and the terms and conditions applying to the latter to the extent that they apply and have not been specifically waived in the attached policy schedule.
2. If the costs of a dispute relate to compensation from insured persons covered by a personal liability policy, these costs will not be covered by the legal assistance policy but are included in the personal liability policy to the extent that this follows from the terms of that policy.

### 16.1 Further costs covered by the policy

Apart from the costs named above, the policy covers:

**16.1.1** Any travel costs which are necessary if the insured person subsequently must appear as a witness or party in connection with a case heard abroad.

The total cost may not exceed DKK 100,000, which is Gouda's liability limit.

## 17. Bail

### 17.1 What does the policy cover?

**17.1.1** The policy covers bail/sureties. This means payments which permanently or temporarily release the insured person or his or her assets from detention/retention by local authorities. The bail is provided as an interest-free loan which must be repaid to Gouda immediately after release.

**17.1.2** If the bail is forfeited and the insured person by his or her behaviour is judged to be responsible for this, the interest-free loan must be repaid to Gouda immediately following the forfeiture.

### 17.2 The policy does not cover

The policy does not cover bail/sureties in connection with:

**17.2.1** Court or arbitration cases relating to contractual, commercial and employment matters.

**17.2.2** Liability for the use of motor vehicles, caravans or trailers, aircraft or sea vessels with engine or any sea vessel over 3 m long.

**17.2.3** Narcotics, cases regarding weapons or the insured's participation in criminal acts.

**17.2.4** Disputes arising before the journey to the destination or cases which did not arise during the insurance period.

**17.2.5** Default actions against the insured person, if the correctness and amount of the debt is beyond doubt.

## 18. Curtailment

### 18.1 What expenses does the policy cover?

The policy covers reasonable expenses to the insured person and one companion or close family for transport (maximum economy class air travel), in the case that:

**18.1.1** The insured person is called back to the home country because of: death, acute life-threatening illness or accident requiring hospitalisation among the insured person's close relatives, providing that these events could not be foreseen at the time of the insured person's latest departure from the home country.

**18.1.2** The insured person is informed of important and acute events in the insured person's private circumstances in the home country such as fire, break-in or flooding of the insured person's home and providing that agreement to journey home has been reached with Gouda.

The policy also covers expenses on:

**18.1.3** The return journey (maximum economy class air travel) to the insured person's permanent address in the country of residence if the return journey is performed no later than 14 days after the conclusion of treatment/funeral or the conclusion of the event which caused the curtailment covered by the policy.

### 18.2 Exclusions

The policy will not give cover in the event that the person causing the curtailment is an expatriate together with the insured person and has been transported for treatment in the home country. In such cases cover may be sought under Cover 5. Patient's escort and escort's travel.

## 19. Replacement personnel

### 19.1 What expenses does the policy cover?

The policy covers the documented reasonable extra costs on travel, hotel accommodation, meals and local transport incurred by the policy-holder in the event of replacement of a worker who after agreement with Gouda is sent out to replace another worker who is insured under this policy due to the insured person's incapacity for work following an acute illness, accident or death.

### 19.2 The cover is limited as followed:

**19.2.1** It is a condition for the Company's liability that the worker originally sent out is hospitalised for at least 4 days due to acute illness or accident.

### 19.3 Exclusions:

**19.3.1** No benefits will be paid for expenses in connection with the sending out of a replacement person if the accident/illness/death is not covered under this policy.

## 20. Contents

### 20.1 What items are covered by the contents policy?

If a policy for contents has been taken out, the policy will cover ordinary private contents and special private contents belonging to the group of persons named in the policy and items for which the insured persons bear the risk. The cover applies only in the country of residence.

### 20.2 Ordinary private contents

Ordinary private contents are private items of property including everything which is part of the normal equipment of a private home, except for items specifically named below in Clause 20.3 or excluded under Clause 20.6. Cycles are covered at up to DKK 5,000 per insurance year.

### 20.3 Special private contents

Special private contents are defined in this policy as the following:

- antiques
- art works
- paintings
- musical instruments
- furs
- weapons and ammunition

### 20.4 Gold, jewellery etc.

Gold, silver, platinum, pearls, precious stones and jewellery and watches.

### 20.5 Cash

Money, securities, stamps etc.

## 20.6 Items not covered by the contents policy

Items which are part of a holiday home, boat or caravan or motor vehicle fitted out for accommodation.

Motor vehicles, mopeds, caravans, boats, sail-boards, windsurfing boards, canoes, kayaks, aircraft, jet skis and parts of these unless named in the schedule.

Items used for business or of a business character.

The following table shows what loss or damage is covered or excluded and what limits exist for the various forms of contents.

	CAUSES OF LOSS OR DAMAGE:		
	Fire and short circuits	Theft	Other damage or loss
Claims included: The policy covers direct loss or damage as a result of:	Fire and lightning strike directly in the home, explosion, dry boiling, sudden sooting up from space heating appliances, crash by or falling objects from aircraft, fire fighting damage and loss during fire.		Other damage or loss suffered by the insured person which is not specifically excluded in the terms and conditions below.
Claims excluded: The policy does not cover:		Lost, dropped or mislaid items. Theft from a home which has been unoccupied for more than 2 months. Theft from unlocked vehicle or where there is no sign of forced entry. Theft from vehicles, caravans, tents and private boats for sums exceeding DKK 5000.	Loss or damage as a result of frost burst unless this is due to a chance failure of the heating system. Loss or damage caused by tenants or borrowers. Loss or damage as a result of flooding from sea, lake, estuary or watercourse. Loss or damage as a result of flooding from aquariums or containers holding more than 20 litres. Loss or damage caused by dripping and leakage.
Insured items: Cf. 20.1			
Ordinary contents: Cf. 20.2		Maximum 2% of the sum insured in case of theft from lofts and basements, outhouses and garages. Maximum DKK 5000 for theft outside a building.	
Special private contents: Cf. 20.3 at up to 25% of insured sum, but max. DKK 75,000 per year.		But not in case of theft from lofts and basements, outhouses and garages. Maximum DKK 5000 for simple theft or from buildings not securely closed and locked unless violence or the threat of violence has been used against the insured person.	
Gold, silver, platinum, pearls, precious stones, jewellery and watches: Cf. 20.4 at up to 10 % of insured sum, but max. DKK 50,000 per year.		But not in case of theft from lofts and basements, outhouses and garages. But not from outside a building or from a building which has not been secured locked unless violence or the threat of violence has been used against the insured person.	
Money, securities: Cf. 20.5		Max. DKK 2000 for theft observed at the time it is committed or where violence or the threat of violence was used against the insured person.	
Cycles:		Max. DKK 5000 per year and only if the cycle was locked with an approved lock and the frame number can be given.	

## 20.8 What geographical areas does the policy cover?

The policy covers the above items when they are at the address of residence noted on the policy. In the case of removal from one foreign address to another, cover is provided for up to 14 days from the actual date of takeover of the new permanent dwelling – in both the old home and the new permanent home in the country of residence.

However the policy will not cover removal items or other goods handed over for transport in return for payment. The policy also covers theft observed at the moment it is committed and robbery and simple theft throughout the country of residence.

## 20.9 Calculation of compensation

**20.9.1** The policy gives cover under the primary cover principle, and in adjusting the loss no deduction is made for any under-insurance.

**20.9.2** Items which can be proved (receipts, guarantee certificates etc.) to be less than 2 years old will be replaced with the value of corresponding new items, but written down by the straight line method over 4 years.

**20.9.3** Items which can be proved (receipts, guarantee certificates etc.) to be more than 2 years old will be replaced by the sum it would cost to replace the item less depreciation for age, use, fashion, reduced utility or other reasons.

**20.9.4** For items where the age and purchase price cannot be documented (receipt, guarantee certificate etc.) Gouda shall be entitled to estimate the reduction in compensation payment.

**20.9.5** Gouda can choose to have damaged items repaired or pay a sum corresponding to the cost of repair.

**20.9.6** Gouda is entitled to make a replacement in kind but is not obliged to do so.

**20.9.7** In the case of loss of tape recordings (including video film), film, manuscripts, drawings etc., only the cost of materials will be replaced.

## 21. Travel cover

(max. 60 days per trip)

### 21.1 Insurance period

Regardless of the provisions in Section A, this policy will provide cover from the time the insured person crosses the border on leaving the country of residence and will cease validity on arrival home in the insured person's country of residence as the person crosses the border. In the case of air travel, the policy will give cover from the time the insured person has checked in to the airport and cease when the insured person again passes through customs in the country of residence.

## 21.2 Escort of patient and escort's travel

**21.2.1** Whose expenses will be covered?

Close family or 2 persons of the insured person's choice.

**21.2.2** What expenses does the policy cover?

In cases where the insured person is hospitalised or the equivalent, or dies as a result of sickness or injury which is covered under coverage

1. Medical cover or 6. Additional medical cover, the policy will cover reasonable expenses on:

Transport together with insured person and/or out to the insured person, and:

**21.2.2.1** Accommodation, meals and local transport at up to DKK 2000 per day and for up to 30 days for all escorts, who by agreement with Gouda are accompanying and/or have been called out to insured person and remain with him/her. In the case of private accommodation, the policy pays a contribution of DKK 300 per person per day.

**21.2.2.2** The policy also covers reasonable expenses on:

**21.2.2.3** Escorts' return journey to their own homes when their attendance is no longer needed (maximum economy class air travel).

**21.2.3** Special provision for summoning escorts

The policy will only cover summoning of escorts if the treating doctor assesses that the insured person will be hospitalised for at least 3 days or that the insured person's condition is lifethreatening.

## 21.3 Curtailment

**21.3.1** What expenses does the policy cover?

The policy will cover reasonable expenses for the insured person for transport (maximum economy class air travel) if:

**21.3.1.1** The insured person is summoned to the country of residence as a result of death, sudden acute illness or accident or life-threatening illness/accident requiring hospitalisation among the insured person's close relatives.

**21.3.1.2** The insured person is informed of important and acute events in the insured person's private circumstances in the country of residence such as fire, break-in or flooding of the insured person's home and providing that agreement to journey home has been reached with Gouda.

The policy also covers:

**21.3.1.3** Return travel (maximum economy class air travel) to the place where the original trip was interrupted if such return journey is undertaken no later than 30 days after the curtailment and that at the time of curtailment there were more than 5 days left of the duration of the original trip.

After the end of the return journey (i.e. arrival at the place where the trip was interrupted), the insured person's additional transport expenses back to the country of residence.

### **21.3.2** The policy does not cover

The policy does not cover:

**21.3.2.1** Curtailment which will merely result in arrival home 10 hours earlier than the originally planned homecoming.

**21.3.2.2** Cases in which the person giving rise to the curtailment was on the same trip as the insured person and is being repatriated. In such cases cover may be sought under Cover 21.2. Patient's escort and escort's travel.

## **21.4 Luggage**

### **21.4.1** What loss or damage does the policy cover?

The policy covers financial loss arising from fire, theft, open theft, robbery or theft observed at the moment it is committed or exchange of or damage to the luggage brought by the insured person, whether as hand baggage or as checked-in baggage.

### **21.4.2** What items are covered by the policy?

Ordinary luggage which the insured person brings with him or her or acquires during the trip, including cash, credit cards, tickets and passport. However, see clause 21.4.3.

Photographic equipment, video equipment and pc equipment is only covered during air travel if carried as hand baggage.

### **21.4.3** Limits to cover

**21.4.3.1** The total compensation per insurance year may never exceed the sum indicated on the front page of the policy.

**21.4.3.2** A single item with accessories will be compensated by a maximum of DKK 15,000 regardless of whether several policies for the item have been taken out with Gouda.

**21.4.3.3** Cash, credit cards, tickets and similar valuables will be covered by a maximum of DKK 5000 in total and will only be covered for fire, theft from locked hotel room and/or locked "safety box" (though only if there are clear signs of forced entry) or theft of values borne on or by the insured person and only if the theft is noticed at the moment it is committed.

**21.4.3.4** Jewellery is covered by 50% of the sum insured, but with a total maximum of DKK 15,000 and will only be compensated in case of fire, theft from locked hotel room and/or locked "safety box" (but only if there are clear signs of forced entry) or robbery.

**21.4.3.5** Theft from locked motor vehicles will be covered by 50% of the sum insured. However, it is a condition that the motor vehicle shows visible signs of forced break-in.

### **21.4.4** The policy does not cover

The policy does not cover:

- a)** Lost, dropped or mislaid items.
- b)** Contact lenses, prostheses, TV sets, refrigerators and furniture.
- c)** Boats, windsurfing boards, caravans, cycles, motor vehicles and similar means of transport and accessories.
- d)** Theft of luggage not under effective supervision. Luggage left unattended – even for a short time – will not be regarded as being under effective supervision.

**e)** Theft where there are no visible signs of forced entry.

**f)** Loss of or damage to luggage sent by a separate means of transport, independently of the insured person's travel.

**g)** Damage to luggage due to poor packing or ordinary wear and tear, tears and scratches etc. to suitcases and bags.

**h)** Indirect losses.

**i)** Losses due to misuse of credit or debit cards.

**j)** Losses already compensated under the cover for delayed luggage. See Clause 21.5.

### **21.4.5** How is compensation calculated?

- a)** Items which it can be proved (receipt, guarantee certificate etc.) are less than 2 years old replaced by the value of corresponding new items, but laptop PC's will be written down by the straight line method over 4 years.
- b)** Items which it can be proved (receipt, guarantee certificate etc.) are more than 2 years old are replaced by the sum it would cost to reacquire the item less a sum for depreciation due to age, use, fashion, reduced utility or other circumstances.
- c)** For items where age and purchase price cannot be documented (receipt, guarantee certificate etc.), Gouda is entitled to estimate the reduction in replacement payment.
- d)** Gouda can choose to have damaged items repaired or to pay a sum corresponding to the cost of repair.
- e)** Gouda is entitled to make a replacement in kind but is not obliged to do so.
- f)** For loss of tape recordings (incl. video film), film, manuscripts, drawings and the like only the value of the materials will be replaced.
- g)** Luggage will not be regarded as lost until the carrier states that a search has been concluded, and that the luggage has not been found. Some carriers may take up to 4 weeks to do this. Gouda will pay the compensation immediately afterwards.

## **21.5 Delayed luggage**

### **21.5.1** What expenses does the policy cover?

The policy covers customary, reasonable and necessary expenses on replacement purchases:

**21.5.1.1** by up to DKK 3000 in cases where the checked-in luggage is delayed by more than 3 hours compared to its expected arrival at the destination outside the insured person's country of residence.

**21.5.1.2** by up to DKK 1000 in cases where the checked-in luggage is delayed by more than 24 hours compared to its expected arrival at the destination in the country of residence, if the insured person is due to start a foreign trip within 72 hours of arrival in the country of residence. It is a requirement that this foreign trip was booked before the delay occurred.

### **21.5.2** The policy does not cover

Replacement purchases made after the luggage has reached the insured person will not be covered by the policy.



## 21.6 Flight delays

### 21.6.1 What expenses does the policy cover?

The policy will refund the following additional costs by up to DKK 1000 in connection with flight delays of at least 6 hours' duration:

- a) Prepaid, unused non-refundable additional costs on accommodation.
- b) Documented reasonable and necessary additional expenses on board and lodging arising as a result of the delay and which are not paid for by the airline or other party.
- c) Documented and reasonable extra transport costs to and from the airport.

### 21.6.2 Limits to cover

Only delays caused by the following circumstances are covered by the policy:

- a) Delay as a result of serious weather conditions.
- b) Delays as a result of lockout, strike or other work stoppage among the workforce of the airline which the insured person is to use according to his or her itinerary.
- c) Delays as a result of lockout, strike or other work stoppage in the airport which the insured person is to use according to his or her itinerary.

The cover will also only apply to ordinary scheduled air routes which are fully included in the airline's ordinary timetable, rules and terms and conditions. In case of doubt the "ABC World Airways Guide" will be used to decide whether a route was an ordinary scheduled air route or not.

### 21.6.3 The policy does not cover

The policy does not cover:

- a) Any delay to a charter flight.
- b) Any delay to or from the Faeroes and Greenland.

## 21.7 Damage to a rented holiday home

### 21.7.1 What expenses does the policy cover?

21.7.2 Damage to holiday home/hotel room is covered by a maximum of DKK 25,000 per insurance year, providing that the damaged objects were in the custody of the insured person.

## 21.8 Missed departure

### 21.8.1 What expenses does the policy cover?

21.8.2 The policy covers additional expenses which the insured person incurs by the necessity of catching up with the planned itinerary if the insured person for unforeseen reasons and without own fault misses the departure of a public means of transport or one arranged by a travel agent.

21.8.3 The cover will cover reasonable and necessary additional expenditure on hotel accommodation and meals by up to DKK 1500 per day and transport for catching up with the planned itinerary. It is a condition of cover that the tickets for the means of transport are ordered and paid for at least 24 hours before departure.

## 21.9 Exclusions

No benefits will be paid if the delayed departure occurs in connection with flight connections where the official transfer time between the planned arrival and departure laid down in the airlines' time tables has not been observed.

## Section D Definitions

The insurance terms and conditions contain a number of words and terms in italics, signifying that these words and terms are defined in the following. These definitions will apply whatever the grammatical form of the word or term is employed:

### Emergency Assistance Centre:

Gouda's Emergency Assistance Centre, providing assistance 24 hours a day.

### Other injury, damage or loss:

Other injury, damage or loss means something suffered by the insured person, the cause of which is some external effect. For example, water and storm damage, air crashes, collapse of objects, power failure, road accidents or vandalism.

### Treatment:

Any form of therapeutic activity performed by a doctor, nurse, dentist or other qualified authorised healthcare worker, e.g. physiotherapist, including examination, diagnosis, injections, operations, prescribed medicine and rehabilitation.

### Country of residence:

The country in which the insured person is permanently resident as an expatriate. Australia, China and the USA are subdivided into territories, provinces and states respectively. With regard to these countries, the country of residence will be deemed to be the relevant territory, province or state in which the insured person has taken up residence.

### Fire:

Fire refers to an unrestrained flame-forming conflagration with the ability to spread under its own power and which is fairly extensive. Singeing and heat damage or damage caused by spurts of flame where the items do not themselves burst into flame are not covered.

**Direct injury and loss:**

The policy covers the direct physical injury which affects the insured person and also theft.

**Insured event:**

An insured event exists when an event covered by the insurance contract occurs. With regard to coverage sections 1. Medical cover, 6. Additional medical cover and 3. Medical transportation, an

insured event means the insured person incurring expenses covered by the policy as a result of a serious illness or serious accident. All expenses incurred by the insured person within the insurance year as a result of the same illness or accident will be regarded as the same insured event. The expense will be deemed to have been incurred when treatment starts, regardless of whether it is completed or when the decision to incur the expense was made.

**Insurance period:**

The period during which Gouda is liable to pay benefits on claims.

**Insurance year:**

12 months between each main date for payment of premium (shown on the policy-holder's main policy). An insurance year may for the individual insured person consist of fewer than 12 months if the insurance year by agreement with the policy-holder is the same for all insured persons on the policy.

**Securely locked:**

Securely locked means that doors and other access openings are securely closed and locked and that windows and other openings are locked and fastened. If no sign of forced entry is visible, the dwelling will be deemed not to have been securely closed and locked. Entry by means of regular or false keys or by lock-pick is not forced entry.

**Gouda:**

Gouda Rejsforsikring is the Danish registered branch (VIR 219.539) of the insurance company "Goudse Verzekering Maatschappij N.V.", Gouda, Netherlands (Reg. No. 12404).

**Home country:**

The country from which a company has posted a person abroad. In this policy the home country is defined in principle as Denmark, Norway, Sweden or Finland.

**Break-in:**

Break-in means theft from a securely locked building or room. It is a condition that windows and other openings have been securely closed and that it can be shown that forced entry has occurred.

Access by means of stolen or false keys or by lock-pick will not be regarded as forced entry. A Theft from motor vehicles is not defined as a break-in but as simple theft.

**War zone:**

A war zone in this policy means a country which is in a declared state war and in which acts of war are being committed. It also means a country or a region (a part of one country or several countries) in which battles are actually being fought between military units, regardless of whether these represent a government or not.

**Close family:**

The insured person's spouse/cohabitee who has been registered at the same address as the insured person for one year, and children named on the policy.

**Close relatives:**

The insured person's spouse, children, step-children, cohabitee who has been registered at the same address as the insured person for at least one year, children-in-law, grandchildren, parents, parents-in-law, brothers and sisters, step-brothers and sisters, brothers and sisters-in-law and grandparents. This definition relates solely to coverage sections 3. Curtailment and 15.3 Curtailment.

**Occurring:**

An illness is regarded as occurring at the time when the insured person first attends a doctor for the symptoms of the condition in question. Complications of the illness or resulting illnesses with a different diagnosis are regarded as part of the illness which originally occurred.

**P.I.R.:**

Property Irregularity Report.

**Prostheses:**

Artificial limbs, and including dental plates and false teeth.

**Mental conditions:**

Under this policy, mental conditions are psychoses, neuroses, transient maladaptations and other disorders and problems normally treated by psychiatrists.

**Open theft:**

Theft observed at the moment it is committed.

**Narcotic substances:**

Marihuana, cannabis, hash, hemp, ecstasy etc.

**Robbery:**

A theft perpetrated by means of violence or threatened immediate use of violence.

**Case costs:**

The costs incurred in connection with disputes in which the insured person is involved and which may be tried before a court of law or arbitration tribunal, but not costs which the insured person incurs by investigating whether there is a basis for legal action.

**Simple theft:**

Theft of items which are left outdoors or in an unlocked building or room.

**Event:**

One or more incidents occurring simultaneously or consecutively which derive from the same cause of claim.

**Jewellery:**

Objects mainly consisting of gold, silver, platinum, pearls and precious stones.

**Somatic disorders:**

Somatic conditions are all physical disorders, as opposed to mental conditions.

**Customary, reasonable and necessary expenses:**

Expenses which are locally customary, reasonable and necessary.

**Chewing injuries:**

A chewing injury covered by the policy is a dental injury which occurs through the insured person chewing on an unpredictable foreign body in food or the like.

**Expatriate:**

In this policy expatriate means a person sent out from a home country as a private person or for a company in order to take up a position in another country for an extended period.

**Accident:**

In this policy this is a sudden event causing personal injury.

Stamp duty is payable in accordance with S. 70 of the Danish Stamp Act.

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