

# Flex business

Terms and conditions of insurance 970.3



### Content

Α	General conditions	3	14. Flight delay	16
В	Events covered by the insurance	4	15. Lounge access in case of flight delay	16
С	Basic cover and additional cover	5	16. Excess when renting motor vehicles	16
Basic cover		5	17. Misfuelling	16
2.	Medical treatment	5	18. Cancellation insurance	16
3.	Emergency medical transport and repatriation	6	Extended cover D	17
4.	Medical malpractice	6	19. Late arrival	17
5.	Accompaniment and escort of patient	6	Extended cover E	17
6.	Recall - for personal or business reasons	7	20. Personal liability	17
7.	Replacement personnel	8	21. Legal assistance abroad	18
8.	Personal safety	8	22. Deposit/guarantee	18
Extended cover A		10	Extended cover F	19
9.	Accidents	10	23. Kidnapping	19
Extended cover B		13	Extended cover G	19
10.	Life assurance and illness-related disability	13	24. ID theft	19
Extended cover C		14	D Definitions	19
11.	Luggage	14	E General terms and conditions	21
12.	Luggage delay	15	F Contact information	24
13.	Travel documents	15		

### **Contact Gouda Travel Insurance**

### Service centre

(+45) 88 88 81 40

### Claims

(+45) 88 88 81 60

# Claims department for ID theft (Gouda's partner Tenerity)

+45 70 26 68 58

You can also find answers to your questions on our website: gouda.dk.

Insurance terms and conditions 970.3

### **About Gouda Travel Insurance**

### Specialists in travel insurance

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

# Gouda Travel Insurance provides assistance to both holiday and business travellers

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

### Flex business

### A General conditions

### 1.0 Who is covered by the insurance?

The insurance covers the policyholder's employees, executive owners and co-owners.

The insurance may be extended to cover:

- **a)** Executive officers and members of the board of directors, guests by written invitation, accompanying spouse/cohabitant and children.
- **b)** Foreign branches and subsidiaries. However, it is a prerequisite that the policyholder's head office is in Denmark.
- c) Other groups of persons as agreed with Gouda.
- d) Combined business and holiday travel.

The extension must be stated on the insurance policy.

Any coverage of the insured person's accompanying children or spouse is subject to approval by the policy holder. Coverage is conditional on the departure or return trip being the same for the spouse/children as for the insured person.

### 1.1 Which journeys are covered by the insurance?

Business journeys undertaken at the expense of the policyholder and i his interest. By endorsement on the policy, the insurance may be extended to cover holiday journeys for a holiday taken in combination with a business journey.

The insurance does not cover business journeys with a duration of more than 180 days.

### 1.2 Where does the insurance provide cover?

The insurance will provide cover in the geographical area referred to in the policy – either the Nordic region, Europe or Worldwide. journeys within the country of residence will only be covered if this is expressly stated in the policy.

The insurance will not provide cover between the insured person's place of residence and workplace.

### 1.3 When does the insurance provide cover?

The insurance provides cover from the time you leave your place of residence or workplace in your country of residence to commence the business journey, though never before the entry into force of the insurance contract. The insurance cover ceases to apply upon your return to your place of residence or workplace in your country of residence; The insurance will, however, terminate on the date on which the insurance contract expires.

The cancellation insurance provides cover when you book the journey and will cease to apply from the time you leave your place of residence or workplace to commence the journey. The insurance cover only applies if the journey was purchased during the policy period.

If the cancellation insurance under this insurance replaces coverage under a cancellation insurance taken out with another company, cancelled journeys will be covered from the start date of the policy, regardless of whether the journey was bought during the other company's period of coverage.

### 1.4 Insurance policy

The policy gives an overview of insurance covers and the sums insured. Only by perusing the insurance terms and conditions in conjunction with the policy is it possible to gain a full picture of what the insurance covers and with how much. Any insurance cover that is not mentioned in the policy is not included in the insurance, regardless of the content of the terms and conditions.

#### 1.5 Sum insured

The maximum and partial sums for the individual covers mentioned in the insurance policy and the terms and conditions form the limits of Gouda's liability per covered insurance event under the respective covers.

### 1.6 Chronic illness or illness prior to departure

If you have a chronic illness, or if you fall ill before commencing your journey, we offer an advance medical assessment prior to departure to clarify whether this is covered by your travel insurance. You can book the advance assessment at www.gouda.dk.

#### 1.7 General exclusions

The insurance does not cover insurance events relating to, arising out of or occurring as a direct or indirect consequence of:

- **a)** A wilful act or gross negligence.
- **b)** Abuse of alcohol, non-prescription drugs, medication and/or abuse of other intoxicants.
- **c)** Self-inflicted intoxication, and where such intoxication is a material contributory cause of the loss.
- **d)** Participation in professional sports activities or training relating thereto
- e) The insured person's participation in scientific expeditions.
- **f)** Damage or expense that is or may be required to be paid from another party, including travel agency, transport company, other insurance or by the blue EU health insurance card.
- g) Cosmetic or other planned treatment.

h) Damage or loss occurring during aviation operations, unless the insured person is carried as a passenger on board a nationalityregistered aircraft.

### 1.8 Indexation

The premium is index-regulated each year at the policy's renewal date.

The regulation takes place in accordance with that of Denmark Statistics published wage index (Dansk Statistiks lønindeks) for companies and organizations.

The basis for the regulation is the index for the January quarter of the calendar year before the insurance came into effect.

If the publication of the used index ceases, we have the right to continue the index regulation on the basis of another index.

### B Events covered by the insurance

You can - all over the world - use Gouda Alarm in Copenhagen. The alarm center is open 24 hours a day - 365 days a year.

#### Gouda Alarm

Tlf.: (+45) 33 15 60 60 Fax: (+45) 33 15 60 61 E-mail: alarm@gouda.dk

### Claims department

Tlf.: 88 88 81 60

You can report your claim online here (https://www.gouda.dk/anmeld-skade#/)

To ensure a quick and smooth processing of your claim, we ask you to enclose relevant documentation when filing your claim. It can, for example, be receipts for your expenses, PIR report, police report, medical certificate or the like.

### C Basic cover and additional cover

### **Basic** cover

### 2. Medical treatment

### 2.1 What expenses are covered by the insurance?

In the event of acute illness or injury, the insurance will cover reasonable and necessary expenses for:

- **a)** Treatment by a physician during hospitalisation or as an outpatient.
- b) Consultation via Eyr Online Doctor for less serious illness or injuries.
- **c)** Hospitalisation with room and board in accordance with standard rates for semiprivate (twin room) hospital stay.
- **d)** Hospitalisation in an intensive care unit if prescribed by Gouda's physician or agreed between the treating physician and Gouda's physician.
- e) Medication prescribed by a physician.
- **f)** Treatment by a physiotherapist, a chiropractor or an acupuncturist by up to DKK 20.000.
- g) Urgent and acute dental treatment by up to DKK 20.000.
- h) Birth and treatment of an unborn child or a child born prematurely until 4 weeks before the expected date of birth. The expenses are covered under the mother's insurance. The costs of treating an unborn or premature baby must be covered by the sickness cover, and the insurance only covers treatment until repatriation can take place.
- i) Contact with the Gouda Alarm Centre.
- j) Telephone calls, reading material etc. by up to DKK 500 per commenced week for hospitalisation of more than 24 hours' duration. No documentation is required for these expenses.

The insurance will cover reasonable and necessary extra expenses for:

- **k)** Hotel accommodation and meals prescribed by a doctor by up to DKK 2,000 per day, following approval by Gouda, if this enables Out-patient treatment of patients that would otherwise require hospitalisation.
- I) Hotel accommodation and meals by up to DKK 2,000 per day after concluded treatment up until the time when the return journey, repatriation or catching up with the scheduled travel itinerary can take place. Insurance cover is subject to the condition that the expense has been approved by Gouda.

### Assistance on location – 24-hour emergency service

You will have access to Gouda's 24-hour Danish emergency service in case of both moderate and serious illness during the journey. You can receive advice and guidance about medical treatment,

medicine prescribed by the treating physician, as well as qualified physicians and dentists abroad. The insurance will not cover your expenses in connection with inquiries to Gouda's 24-hour emergency service.

### 2.2 The insurance will not cover

The insurance will not cover expenses for:

- **a)** Treatment of illness where the need for treatment could be expected prior to departure.
- **b)** Treatment of chronic or existing illness that, within the past two months prior to departure, resulted in hospitalisation, assessment/treatment by a physician over and above ordinary check-ups or change of medication.
- c) Treatment of chronic illness if you have refused or given up treatment.
- **d)** Treatment of illnesses that are being or have been investigated and/or were being investigated prior to departure; even if not diagnosed.
- **e)** Check-ups and treatment, including medicine, to keep a chronic or pre-existing illness stable and well regulated.
- f) Treatment which was known to be required prior to departure.
- g) Induced abortion.
- **h)** Treatment or stay after your return to your country of residence.
- i) Stays at recreational or curative/spa retreats.
- j) Treatment and hospitalisation if Gouda's physician has assessed that the treatment can wait until after you return to your country of residence.
- **k)** Continued treatment and hospitalisation if you refuse to return to your home country once Gouda's physician has decided that repatriation is necessary.
- I) Plastic or cosmetic surgery or treatment of consequential conditions or complications in that connection, unless the surgery is a direct result of an injury that required hospital treatment within 24 hours after it occurred.
- **m)** Treatment as a result of not complying with instructions issued by the treating physician and/or Gouda's physician.
- **n)** Replacement, change or repair of prostheses, glasses, contact lenses, hearing aids or other technical aids.

### 2.3 Special condition for dental treatment

Gouda is entitled to reduce or refuse compensation for expenses for dental treatment, if, based on a dentist's assessment, your teeth are deemed to be in a significantly poorer state than in persons of the same age who attend regular check-ups and undergo the recommended treatment in that connection.

# 3. Emergency medical transport and repatriation

### 3.1 What expenses are covered by the insurance?

In cases of acute illness or injury as mentioned under insurance cover 2. Medical treatment, the insurance will cover reasonable and necessary:

- **a)** Expenses for transport to the place of treatment, including by air ambulance, if Gouda's physician finds that transport by air ambulance is necessary.
- **b)** Expenses for transfer to the nearest suitable place of treatment if Gouda's physician, after consultation with the treating physician, finds that such transfer is necessary and safe.
- c) Extra expenses for repatriation to your place of residence or a hospital in your country of residence. Gouda's physician will assess – after consulting the treating physician – whether repatriation is necessary and safe and, if so, what means of transportation is to be used. Gouda will decide when the repatriation is to take place.
- d) Expenses for an escort if prescribed by Gouda's physician.
- e) Expenses up to DKK 5,000 for recovering luggage left abroad as a consequence of repatriation covered by the insurance. Cover under the insurance is subject to the condition that you have purchased extended cover 11 Luggage.
- f) Expenses to an undertaker in the deceased's country of residence for repatriation in the event of death, including expenses for statutory measures, such as embalming and a zinc coffin, or expenses for local cremation and/or burial where the death occurred, in accordance with the wishes of next of kin. This is limited upwards to an amount corresponding to the cost of repatriation of the deceased. Gouda may demand, however, that the deceased be transported home, for example, for the purpose of an autopsy.

If an insurance event covered by the insurance prevents you from completing the scheduled travel itinerary or planned return journey and you have not been repatriated, the insurance will cover reasonable and necessary extra expenses for:

**g)** Either catching up with the scheduled travel itinerary at the place you were scheduled to be or returning home to your country of residence.

# 3.2 Practical arrangements relating to repatriation and return journey

The Gouda Alarm Centre will handle the practical details in connection with repatriation or a return journey covered by the insurance.

If you make your own arrangements for repatriation or return without contacting Gouda, the expenses incurred are only covered if Gouda's physician deems repatriation to be necessary and safe, and coverage is limited upwards to an amount corresponding to the expenses that Gouda would have incurred in connection with a similar transport/journey.

#### 3.3 The insurance does not cover

The insurance does not cover expenses for:

- Transport by air ambulance if alternative transport is medically safe.
- **b)** Repatriation resulting from fear of the risk of contagion.

### 4. Medical malpractice

### 4.1 What expenses are covered by the insurance?

What expenses are covered by the insurance?

- a) The insurance covers permanent injury caused by documented medical malpractice in direct connection with an injury covered by the insurance in accordance with cover 2. Medical treatment. The liability for compensation is stipulated in accordance with sections 20-23 of the Danish Act on the Right to Complain and Receive Compensation within the National Health Service, and the amount of compensation is stipulated in accordance with the Danish Liability for Damages Act.
- **b)** The insurance covers compensation for malpractice, if the accident has led to a degree of permanent disability of at least 5%.
- **c)** Compensation is paid as a percentage of the sum insured corresponding to the degree of permanent disability.
- d) The degree of permanent disability is determined on the basis of the Labour Market Insurance's disability table. It is determined on the basis of the degree of permanent medical disability that the injury entails, and without regard to occupation.
- **e)** The compensation will be stipulated as soon as possible though no later than three years after the maltreatment was administered.

### 5. Accompaniment and escort of patient

# 5.0 Sum insured – unlimited - Three persons of the insured's choice

#### Accompaniment

### 5.1 What expenses are covered by the insurance?

The insurance will provide cover if you suffer:

**a)** Acute, life-threatening illness/injury covered under insurance cover 2 Medical treatment. Illness which the treating physician and Gouda's physician expect will result in hospitalisation for a

- minimum of two days from the summoned person(s)' arrival at the place of treatment.
- **b)** Acute, life-threatening illness/injury covered under insurance cover 2. Medical treatment.

### 5.2 What expenses are covered by the insurance?

The insurance covers the summoned person(s)' expenses for:

- **a)** Transport from their place of residence and back limited to economy class transport.
- **b)** Transport in the event that you are to be transferred to another place of treatment or repatriated. Limited to travel in the same transport class as you. See, clause 5.6 a, however.
- c) Purchase of Gouda travel insurance for the duration of the period of accompaniment. This is subject to the condition that the summoned person(s) meet the criteria for taking out Gouda travel insurance.
- **d)** Accommodation at a hospital or hotel up to a maximum of DKK 1,000 per person per day.
- e) Meals and local transport up to a maximum of DKK 250 per person per day.

### 5.3 The insurance will not cover

Accompaniment if you are to be repatriated within two days from the date of the summoned person(s)' arrival at the place of treatment.

### Patient escort

# 5.4 What insurance events are covered by the insurance?

The insurance will provide cover if you:

- a) Suffer an acute, life-threatening illness or injury covered under insurance cover 2. Medical treatment, which the treating physician and Gouda's physician expect will lead to hospitalisation for a minimum of two days.
- **b)** Suffer an acute, life-threatening illness or injury covered under insurance cover 2.Medical treatment.
- **c)** Are to be transported home as a result of illness, injury or death.

### 5.5 What expenses are covered by the insurance?

The insurance covers the escort's reasonable and necessary extra expenses for:

- a) Transport limited to the same transport class as you in case you are to be transferred to a suitable place of treatment or repatriated. See clause 5.6 a, however.
- b) Transport to the place of residence or to join the scheduled itinerary – limited to economy class – if the escorting is concluded either upon being discharged from hospital at the place of sojourn or upon arrival at your place of residence or a hospital in your country of residence.

- c) Extension of an existing travel insurance with Gouda or purchase of Gouda travel insurance for the duration of the period you are accompanied by an escort. This is subject to the condition that the escort meets the criteria for taking out Gouda travel insurance.
- **d)** Accommodation at a hospital or hotel up to a maximum of DKK 1,000 per person per day.
- **e)** Meals and local transport up to a maximum of DKK 250 per person per day.

# Accompaniment/escort of patient 5.6 Limitations

- a) If you are transported home in a better transport class than economy class, the insurance covers a maximum of one summoned person/escort in the same transport class. In case you are repatriated with a medical escort (physician or nurse), including by air ambulance, any summoned persons or patient escort are not entitled to compensation for expenses for transport in the same transport class as you.
- b) Coverage of expenses for accommodation and meals for the summoned persons and patient escort will cease when you are discharged from hospital at the place of sojourn or when you are repatriated to your place of residence or a hospital in your country of residence.

### 6. Recall

# 6.1 What insurance events are covered by the insurance?

The insurance will provide cover in case you are recalled to your country of residence:

### For personal reasons

- a) Due to one of the following person's death or hospitalisation as a result of a serious injury or sudden serious illness: Spouse or cohabitant, children, stepchildren, foster children, parents, stepparents, foster parents, brothers and/or sisters, stepbrothers and/or stepsisters, grandchildren, grandparents, children-in-law, parents-in-law, sisters-in-law or brothers-in-law.
- **b)** Due to being informed of a serious and acute event in your country of residence such as a fire or burglary in your private home, provided that such an event requires your personal and immediate attendance.

### For business reasons:

c) Due to a close colleague's death or sudden serious illness/injury requiring hospitalisation in your country of residence, provided that such an event requires your personal and immediate attendance. d) Due to being informed of serious and acute business events in your country of residence such as fire, a wildcat strike in your own enterprise or fraudulent transactions committed by an employee of the enterprise. Insurance cover is conditional on such an event requiring your personal and immediate attendance for financial reasons.

### 6.2 What expenses are covered by the insurance?

The insurance covers reasonable and necessary extra expenses for:

- a) Transport to your country of residence.
- **b)** The return journey to the place where you were staying at the time of being recalled and subsequent return journey to your country of residence. The return journey must be made not later than 14 days after being recalled.

### 6.3 Special condition

Cover under the insurance is subject to the condition that the criteria in clause 6.1 are met at the time of the return journey, that prior agreement is entered into with Gouda regarding repatriation and that the event was unforeseeable/unexpected when you left your country of residence.

### 6.4 The insurance does not cover

The insurance does not cover:

- **a)** If you arrive in your country of residence within less than 12 hours of the scheduled time of arrival in the original travel itinerary.
- **b)** Cases in which the person who caused the joruney to be interrupted participated in the same journey as you and has been transported home.

#### 6.5 Limitations

The insurance covers expenses for the same transport form/class as you chose for the interrupted business journey; limited, however, to business class travel.

### 7. Replacement personnel

# 7.1 What insurance events are covered by the insurance?

The insurance covers a replacement if you:

- a) become unable to work for a minimum of four consecutive days as a result of serious acute illness/injury, or if you pass away. Such cover is subject to the condition that the event is covered under insurance cover 2. Medical treatment.
- **b)** Are recalled as described under insurance cover 6. Recall.

# 7.2 What expenses are covered by the insurance? The insurance covers reasonable and necessary extra expenses for:

- **a)** Recruitment of a replacement by up to DKK 25,000 excluding internal salaries, however.
- **b)** Transport of a replacement to the place at which you are/were staying and the replacement's subsequent return journey to his country of domicile.

In case of insurance events mentioned under clause 7.1 a, the insurance will also cover reasonable extra expenses for:

**c)** Your own return journey to your country of residence. Such cover is subject to the condition, however, that you arrive home more than 48 hours ahead of the time that you planned to be home.

### 8. Personal safety

### 8.1 Crisis counselling on site

8.1.0 Sum insured - unlimited

**8.1.1** What expenses are covered by the insurance?

Expenses for crisis counselling at the accident location in the event that you are subject to:

- a) A major accident.
- **b)** A serious traumatic event involving several persons.
- c) A natural disaster.
- **d)** An act of terrorism, war or war-like situation.
- **e)** Hostage taking.

Insurance cover is subject to the condition that Gouda's physician or psychologist finds that crisis counselling is necessary.

### 8.2 Crisis counselling by telephone for next of kin

8.2.0 Sum insured - unlimited

**8.2.1** What expenses are covered by the insurance?

If you are entitled to crisis counselling in accordance with insurance cover 8.1 Local crisis counselling, the insurance will also cover expenses for crisis counselling by telephone for your next of kin

Insurance cover is subject to the condition that Gouda's physician or psychologist finds that your next of kin need crisis counselling.

### 8.3 Crisis counselling after arrival home

**8.3.0** Sum insured: DKK 10,000

**8.3.1** What expenses are covered by the insurance?

**In** case of experiencing one of the following, the insurance will cover your expenses for crisis counselling with a psychologist on returning home:

- a) A natural disaster.
- **b)** An act of terrorism, war or war-like situation.

- c) Hostage taking.
- d) A life-threatening epidemic.

Insurance cover is subject to the condition that your own physician refers you to a psychologist for counselling.

### 8.4 Evacuation

8.4.0 Sum insured: Unlimited

**8.4.1** What expenses are covered by the insurance?

The insurance covers necessary expenses for transport, hotel accommodation, meals, clothes, local transport etc. in connection with evacuation to the nearest safe destination or to your country of residence in the following cases:

- a) Evacuation or repatriation is recommended by the (Danish) Ministry of Foreign Affairs because of political unrest, current war or war-like conditions, or an imminent risk of an outbreak of war or war-like conditions in the country where you are staying.
- **b)** Evacuation or repatriation is recommended by the Ministry of Foreign Affairs because of current acts of terrorism or an imminent risk of acts of terrorism.
- c) Evacuation is recommended by the Ministry of Foreign Affairs or local authorities because of natural disasters or an imminent risk of natural disasters in the area where you are staying.
- **d)** Evacuation or repatriation is recommended by the Ministry of Foreign Affairs because of life-threatening epidemics in the area where you are staying.

Recommendations from the abovementioned public authorities form the basis for Gouda's decisions about when the insurance covers evacuation and what constitutes the nearest safe destination.

#### 8.4.2 Limitation of cover

The transport must take place at the earliest opportunity. If you do not wish to accept the offer of evacuation at that time, the cover will lapse.

**8.4.3** The insurance provides no cover if evacuation was already recommended or implemented at the time of your entry into the area in question.

#### 8.5 Search and rescue

8.5.0 Sum insured: DKK 100,000

**8.5.1** What expenses are covered by the insurance?

The insurance covers necessary expenses for search and rescue of the person reported as missing.

Insurance cover is subject to the following conditions:

- a) That the event is reported to the local police/local authority and the search/rescue operation is initiated by the local police/local authority or by the (Danish) Ministry of Foreign Affairs.
- **b)** That the Gouda Alarm Centre is contacted as soon as possible when the need for a search or rescue operation arises and that the enterprises conducting the search and the scope of the operation are approved by the Gouda Alarm Centre.

#### 8.5.2 Limitation of cover

- **a)** Regardless of the number of insurance policies taken out and the number of policyholders, the maximum compensation payable per insurance event is limited to DKK 300,000.
- **b)** Cover will only be provided if the missing person is insured with Gouda. If several persons are missing as a group, the search expenses will subsequently be distributed evenly between the number of missing persons.
- c) An insured person shall not be regarded as missing if he has failed to inform next of kin about his whereabouts or itinerary, and the insured's family wishes to get in touch with him, regardless for what reason.
- **d)** An excess of 10% applies to all claims made under this clause, subject to a minimum of DKK 2,500 per insurance event, however.

### **8.5.3** The insurance does not cover

- **a)** Fees to organisations/public authorities that normally conduct search and rescue on a voluntary basis/free of charge.
- **b)** A search north of the 75th parallel north or south of the 75th parallel south.
- c) A search necessitated by gross negligence on your part.
- **d)** A search for policyholders with a terminal diagnosis.
- **e)** A search for persons who go missing while exercising professional sports or participating in a scientific expedition.
- **f)** Search and rescue expenses in the event of kidnapping or highjacking.

#### 8.6 Terrorism

8.6.0 Sum insured: Unlimited

**8.6.1** What expenses are covered by the insurance?

- a) If you are a direct victim of terrorism and this results in personal injury, the insurance covers necessary extra expenses for premature return travel / repatriation to your country of residence, including by air ambulance, if necessary. This cover is subject to the conditions that Gouda's physician finds repatriation necessary and that transport is arranged as agreed with Gouda.
- **b)** If, within a radius of five kilometres from your place of sojourn, you are an indirect victim of terrorism as a result of an act of terrorism being committed in the form of a bomb blast, an

attack with chemical or biological weapons, highjacking of an aeroplane or any other form of terrorism causing injuries to persons other than yourself, the insurance covers necessary extra expenses for a premature return journey.

### 8.6.2 Limitations

The cover provided under clause 8.6.1 b is subject to the condition that the premature return journey / repatriation results in your arrival in your country of residence more than 72 hours ahead of the time you originally planned to arrive.

#### 8.6.3 The insurance does not cover

The insurance does not cover repatriation organised by the tour operator or other parties, including public authorities.

### 8.7 Hostage taking

8.7.0 Sum insured: Unlimited

**8.7.1** What expenses are covered by the insurance?

If you are taken hostage, the insurance covers:

- a) Necessary extra expenses for repatriation to your country of residence (including by air ambulance, if necessary), provided that Gouda's physician finds repatriation necessary and that transport is arranged by agreement with Gouda.
- **b)** Extra expenses for hotel accommodation, local transport and meals up to a maximum of DKK 15,000.
- c) Extension of the policy period if the policy period expires while you are being held hostage. The extension will enter into force on expiry of the current policy period and will remain in force until you have returned home to your country of residence – however, for a maximum of 14 days after your release.

#### 8.7.2 The insurance does not cover

- a) Expenses for investigation of a case of hostage taking.
- **b)** Any ransom expenses.
- c) Any damage, injury or loss occurring as a result of events that take place in areas of war, war-like conditions, insurrection or civil unrest.

# 8.8 Detention in connection with war or risk of contagion

**8.8.0** Sum insured: DKK 50,000

**8.8.1** What expenses are covered by the insurance?

If you are detained by public authorities in a country as a result of war, risk of war or risk of contagion, the insurance covers:

- **a)** Reasonable and necessary extra expenses for accommodation and domestic transport.
- **b)** Necessary extra expenses for meals by up to DKK 500 per day.

#### 8.8.2 Limitation

This cover ceases three months after your initial detainment.

#### 8.8.3 Special condition

In some cases, Gouda's possibility of providing help and assistance may be limited in areas of war, war-like conditions or a risk of contagion.

#### 8.8.4 Exception

The insurance provides no cover if, at the time of your entry into the area in question, evacuation was already recommended or implemented because of current unrest or a risk of contagion.

### 8.9 War risk (applies to all insurance covers)

**8.9.1** What expenses are covered by the insurance?

The insurance covers reasonable and necessary expenses for insurance events included under the present insurance policy and occurring as a direct or indirect result of war, war-like acts, insurrection or civil unrest.

#### 8.9.2 Limitations

The cover ceases to apply when there is a possibility of evacuation.

#### 8.9.3 Special provision

In some cases, Gouda's possibility of providing help and assistance may be limited in areas of war or war-like conditions.

### 8.9.4 Exception

The insurance provides no cover if, at the time of your entry into the area in question, evacuation was already recommended or implemented because of current unrest.

### **Extended cover A**

### 9. Accidents

### 9.1 Definition of an accident

A sudden event that causes personal injury.

### 9.2 What does the insurance cover?

- A Disability
- B Immediate compensation
- C Loss of capacity to work
- D Death
- E Disability caused by tropical disease or eye disease
- F Dental damage (subject to the provision that insurance cover for Disability is chosen)
- G Assault

H Rehabilitation and retraining

- I Convalescence
- J Technical changes
- K Technical aids

### **A Disability**

- 1) You are entitled to compensation for disability if an accident has caused a degree of permanent disability of five per cent or more. The degree of permanent disability is determined when your condition is fixed and stable, i.e. when it cannot be expected to change significantly; no later than three years after the accident, however.
- 2) The degree of permanent disability is determined in accordance with the degree of medical disability according to Labour Market Insurance's disability table without regard to occupation.
- **3)** Compensation for disability is paid as a percentage of the sum insured corresponding to the degree of permanent disability, multiplied by two. See, however, clause 9.3 a, e and f.
- **4)** A pre-existing disability may not result in the definition of a higher degree of disability than would have been the case had such a disability not existed.
- **5)** The aggregate degree of permanent disability for loss of several body parts may not exceed 100%.
- **6)** A disability that existed prior to the accident does not entitle to compensation.
- **7)** You must be under continuous treatment by a physician and comply with the physician's instructions.

### **B** Immediate compensation

If an accident results in a fracture, you are entitled to an immediate compensation of DKK 10,000.

The following injuries entitle to compensation:

Fracture of the shoulder

Fracture of the upper arm

Fracture of the elbow

Fracture of the forearm

Fracture of the wrist

Fracture of the back

Fracture of the upper femur Fracture of the knee

Fracture of the lower leg

Fracture of the ankle

The diagnosis shall be made by a physician and the fracture must be verified by X-ray.

If the accident leads to subsequent payment of compensation for disability or compensation for accidental death, the immediate compensation will be deducted from this payment.

(Skiing injuries are not covered).

### C Loss of capacity to work

If an accident has resulted in a permanent reduction in your ability to earn an income from work once your condition has become stationary, you will be entitled to compensation for loss of capacity to work.

The loss of capacity to work will be determined in accordance with Section 5 of the Danish Liability for Damages Act and if your loss of capacity to work is 15% or more, you will be entitled to 25% of the compensation for disability paid under the insurance cover for Disability.

#### D Death

- 1) If an accident is found to be the direct cause of death within three years from the time of the accident, the sum insured for accidental death will be paid.
- 2) If Gouda has paid compensation under the insurance covers for Disability or Loss of capacity to work, the compensation for accidental death will be calculated as the amount by which the sum insured for accidental death exceeds the amount of compensation already paid.

### E Disability caused by tropical disease or eye disease

- 1) The insurance covers disability caused by a tropical disease or an eye disease contracted during a journey. The degree of invalidity and compensation will be determined in accordance with insurance cover 9.2 A.
- 2) If the disease is progressive, the final compensation will be stipulated in accordance with the concrete disability that exists three years from the onset of the disease.
- **3)** Gouda's liability for compensation is conditional on compliance with WHO's and/or the Danish State Serum Institute's recommendations for vaccination and prophylaxis, including medicinal malaria prophylaxis, for journeys to the area in question.

#### F Dental trauma

- 1) The insurance will cover reasonable and necessary expenses for treatment of dental trauma sustained as a result of an accident. Insurance cover for dental trauma is conditional on advance approval of the treatment by Gouda.
- 2) In the event of dental trauma (including masticatory trauma) sustained abroad, the diagnosis and acute dental treatment shall be initiated abroad. The final treatment may, if necessary, be provided in your country of residence.

- **3)** This concerns one-off expenses i.e., the insurance will not cover renewed treatment that can be related to the same dental trauma.
- **4)** The treatment must be concluded within five years after the dental trauma was sustained.
- 5) Gouda is entitled to reduce or refuse compensation for expenses for dental treatment, if, based on a dentist's assessment, your teeth are deemed to be in a significantly poorer state than in persons of the same age who attend regular check-ups and undergo recommended treatment in that connection.
- **6)** Masticatory trauma per se is covered with up to DKK 10,000.

#### G Assault

If you are assaulted and this results in demonstrable personal injury, the insurance covers compensation for the following in accordance with the Danish Liability for Damages Act:

- Section 1 Expenses for cure and treatment
- Section 2 Loss of earnings
- Section 3 Compensation for pain and suffering
- Section 26 Tort

that an offender would be ordered to pay in accordance with Danish case law in pursuance of the Danish Liability for Damages Act for an assault committed under similar circumstances in Denmark

If you die as a result of being assaulted, the insurance covers such reasonable funeral expenses as a person would be ordered to pay in accordance with Danish case law in pursuance of the Danish Liability for Damages Act for committing an assault under similar circumstances in Denmark.

Insurance cover is conditional on the existence of a police report relating to the assault.

### H Rehabilitation and retraining

If your degree of permanent invalidity is set to five per cent or more, the insurance covers reasonable and necessary expenses for rehabilitation, limited to DKK 75.000. Rehabilitation must take place within the first year after the injury was sustained.

If you cannot be retrained to perform your normal work, the insurance covers reasonable and necessary expenses of retraining for alternative work, limited to DKK 75.000.

### I Convalescence

If the degree of permanent invalidity is defined as being five per cent or more and you have been granted sick leave on medical grounds, the insurance will pay you DKK 2,000 per month for up to 12 months for periods of sick leave exceeding one month.

### J Technical changes

If the degree of permanent invalidity is found to be five per cent or more, the insurance covers reasonable and necessary expenses for technical changes to your private home, workplace and/or car, limited upwards to a total of DKK 75.000.

Insurance cover is subject to the condition that the technical changes will result in a documented improvement of your condition or your chance of performing your normal work.

### K Technical aids

If the degree of permanent invalidity is defined as being five per cent or more, the insurance will cover reasonable and necessary extra expenses for initial acquisition of technical aids, limited upwards to DKK 50.000.

#### 9.3 Limitations

Under clause A - I the following limitations apply:

- **a)** For a single insurance event, the total compensation payable under the insurance covers for Disability and Loss of capacity to work may not exceed the sum insured.
- **b)** For persons under 18 years of age, the sum insured in case of death is limited to DKK 25,000. The sum insured under Disability is automatically increased by the amount by which the sum for accidental death has been reduced.
- c) The following shall apply to insurance events that occur during skiing (including snowboarding and ski jumping) and other dangerous sports, including mountaineering, mountain climbing, skydiving, any kind of motor racing, paragliding and alidina:
  - 1) Clause 9.2 A 3 is not applicable. Compensation for the disability per se is paid as a percentage of the sum insured corresponding to the degree of permanent invalidity.
  - 2) Regardless of the sum insured, the maximum insurance cover is DKK 500,000 under the cover for Disability.
  - 3) Clause B Immediate compensation is not applicable.
- d) In the case of insurance events covered by 9.2 E Disability caused by tropical disease or eye disease, clause 9.2 A 3 is not applicable. Compensation for the disability per se is paid as a percentage of the sum insured corresponding to the degree of permanent invalidity.
- e) In the case of holiday journeys taken in connection with business journeys or purely for holiday purposes, compensation for the disability per se will be paid as a percentage of the sum insured corresponding to the degree of permanent invalidity.
- f) Regardless of whether higher insurance sums are covered under one or more policies with Gouda, Gouda's liability for compensation per person may never exceed DKK 10 million

under Disability and Loss of capacity to work and DKK 20 million under Death.

The following special limitation shall apply in case of aviation accidents:

**g)** Insurance cover is only provided for an accident that affects you as a passenger in a nationality-registered aircraft.

#### 9.4 The insurance does not cover

Under clauses A – I, the insurance does not cover:

- a) An accident chiefly caused by illness and any triggering of a latent predisposition to illness, even if such triggering is caused by an accident. Nor does the insurance cover any aggravation of the consequences of an accident caused by a pre-existing or randomly intercurrent illness.
- b) If no causation can be demonstrated between the accident and the damage or injury. In assessing the event, emphasis will be placed on whether it was likely to cause injury. The event itself must be a possible cause/explanation of the damage or injury.
- c) If the cause of the insurance event is unknown.
- **d)** Any illness, including illness caused by a virus or bacterial infection, microorganisms and similar. This does not apply for
- **e)** Injury and poisoning from food, drink, stimulants, including tobacco, alcohol and medication.
- f) Consequence of medical treatment or any other treatment, including medicinal treatment, unless such treatment was necessary in connection with an event covered by the insurance.
- **g)** Personal injury caused by your involvement in a fight/commotion or similar or participation in criminal offences.
- **h)** Bodily injuries resulting from fatigue or excessive strain that cannot be characterised as a sudden injury.
- Permanent injury in the form of mental repercussions following events in which you yourself were not in danger of sustaining personal injuries.
- j) Expenses for funeral services incurred as a consequence of an assault, if such expenses are provided for under cover 2. Medical treatment.
- **k)** Damage to property that is the consequence of an assault.

### 9.5 Who will receive the compensation?

- a) Compensation under Disability, Loss of capacity to work, Dental trauma, Assault, Rehabilitation and retraining, Convalescence, Technical changes and Technical aids will be paid to you, and the payment of compensation is conditional on you being alive at the time when payment of such compensation can be claimed.
- **b)** If you pass away, the insurance sum for accidental death will, unless Gouda has been otherwise informed, be paid to your

closest next of kin, meaning your spouse, or, in the absence of a surviving spouse, to your children, or, in the absence of children, to your cohabitant, or, in the absence of a cohabitant, to your heirs

# 9.6 National Board of Industrial Injuries (Arbeidsmarkeds Erhvervssikring)

The degree of permanent disability shall be finally determined by the National Board of Industrial Injuries, if requested by you. The costs for this will be divided equally between you and Gouda.

If National Board of Industrial Injuries finds that the degree of permanent disability is higher than the percentage determined by Gouda, Gouda shall pay the National Board of Industrial Injuries' fees in full.

### **Extended cover B**

# 10. Life assurance and illness-related disability

# 10.1 What covers are provided under Life and Illness-related disability insurance?

- A Life assurance Compensation in the event of death
- B Disability in the event of illness

# A Life assurance – Compensation in the event of death

- 1) If you pass away in the course of the policy period and your death is not caused by an accident (sudden event causing personal injury), the fixed insurance sum for your death will be paid.
  - In addition, the following special covers will apply to journeys abroad and journeys in your country of residence, respectively. Cover in the country of residence is subject to the condition that the policy is extended to cover the country of residence.
- 2) Death after repatriation from abroad: Compensation in the event of death will be paid under the insurance if the insured passes away within 14 days after being repatriated from abroad by Gouda. Insurance cover is subject to the condition that the death is a direct consequence of the illness or complications from the illness that resulted in the repatriation.
- 3) Cover during and in connection with journeys within your country of residence: If you are hospitalised acutely during a journey in your country of residence, compensation in the event of death will be paid under the insurance if you pass away as a direct result of the illness or complications from the illness that

caused you to be hospitalised, for up to 14 days from the date of admission to hospital.

In the event of death, the sum insured will be paid to the closest next of kin unless Gouda has been otherwise informed.

### B Disability in the event of illness

- 1) If an illness sustained during the journey led to a degree of disability of five per cent or more, the insurance entitles you to disability compensation. The degree of permanent disability is determined once your medical condition is fixed and stable, meaning that your condition is no longer expected to change significantly – however, no later than three years after the occurrence of the illness.
- 2) The degree of disability will be determined in accordance with the degree of medical disability without regard to occupation.
- **3)** Compensation for disability is paid as a percentage of the sum insured corresponding to the degree of permanent disability.
- **4)** Regardless of whether you suffer permanent injury to several body parts, the aggregate degree of permanent invalidity may not exceed 100%. Any disability that existed prior to the illness will not entitle you to compensation.
- **5)** A pre-existing disability may not result in the amount of compensation being fixed at a higher level than in the absence of such a disability.
- **6)** You must be under continuous treatment by a physician and comply with the physician's instructions.

### 10.2 Who will receive the compensation?

The compensation for disability will be paid to you, and it is a condition for such payment that you are alive at the time when payment of the compensation can be claimed.

By closest next-of-kin is meant your spouse, of if there is no surviving spouse, your children, or if there are no surviving children, your cohabitant, or if there is no surviving cohabitant, your heirs.

#### 10.3 The insurance will not cover

The insurance will not cover:

**a)** Injury or damage covered under the insurance cover for Accident.

### **Extended cover C**

### 11. Luggage

### 11.1 What items are covered by the insurance?

The insurance will cover items that you bring with you or buy during your journey.

### 11.2 What items are not covered by the insurance?

The insurance will not cover:

- Tickets, passport and credit cards/debit cards. See under insurance cover 13. Travel documents.
- Product samples, merchandise and collections.
- TV sets, motor vehicles, boats, surfboards, windsurfers, caravans, trailers, bicycles and other means of transportation or accessories for all these items.
- Contact lenses and prostheses.

# 11.3 What insurance events are covered by the insurance?

The insurance covers:

- **a)** Financial loss incurred as a result of all types of theft and damage.
- b) Loss of checked-in luggage.
- c) Change or replacement of locks or keys for your private home when the keys to such locks are lost as a consequence of damage covered under clause 11.3 a or b. The insurance will cover up to DKK 1,500.

### 11.4 Limitations

- **a)** Theft from a locked motor vehicle will be covered by 50% of the sum insured stated on the insurance policy.
- b) Cash, traveller's cheques, securities and similar valuables are covered by a maximum total amount of DKK 25.000 and are only covered if lost as a result of fire, theft from a locked hotel room and/or a locked safe deposit box (however, only where there are clear signs that the locks have been forcefully broken) or theft of valuables that you carry on or with you, and only if the theft is noticed while being committed.
- c) Gold, silver, jewellery, precious metals and the like will be covered by 50% of the sum insured stated on the Insurance policy, and compensation will only be paid for loss as a result of fire, theft from a locked hotel room and/or a locked safe deposit box (however, only if there are clear signs of the lock having been forcefully broken) or robbery.
- **d)** A single object with accessories (for example, a camera with equipment) will be covered by a maximum amount of

- compensation of DKK 30.000, regardless of whether several covers for the object have been taken out with Gouda.
- e) During transport by air/bus/train, PCs/computer equipment, tablets, GPS equipment, jewellery, watches, glasses, sunglasses, diving computers, mobile phones, photo equipment, video and audio equipment, including portable music players, will only be covered if they are taken on board as hand luggage.

#### 11.5 The insurance will not cover

The insurance will not cover:

- a) Items left behind, lost or mislaid.
- **b)** Theft of luggage that has not been under effective supervision. Luggage left unattended (also for a short period of time) is not deemed to be under effective supervision.
- **c)** Theft from a locked hotel room, motor vehicle, caravan or trailer where there are no visible signs of forced entry.
- **d)** Theft from an unlocked hotel room, apartment, holiday home, car and boat.
- **e)** Loss of or damage to luggage that is sent by a separate means of transportation from your own means of travel.
- **f)** Damage to luggage caused by poor packaging as well as general wear, scratches, nicks, dents etc. to suitcases or bags.
- g) Indirect loss.
- h) Loss resulting from misuse of traveller's cheques, credit cards or debit cards.

### 11.6 Settlement of luggage claims

- a) For items that are less than two years old according to documentation provided (receipt, warranty certificate etc.), compensation will be paid by an amount that is equal to the value of corresponding new items. See clause 11.6 d, however, regarding PCs, laptops and tablets/smartphones.
- b) For items whose age and purchase price can be documented (by receipts, warranty certificates etc.) and that are more than two years old, compensation will be paid by the amount that it will cost to replace the object, subject to a deduction for age, use, fashion, reduced usability and other circumstances.
- c) In the case of items whose age and purchase price cannot be documented (by receipts, warranty certificates etc.), Gouda will be entitled to stipulate the amount of compensation at its own discretion.
- **d)** No depreciation will be made for PCs, laptops and tablets/ smartphones during the first year. Thereafter such items will be depreciated over three years.
- **e)** Gouda shall be entitled, but not obliged, to pay compensation in kind.

- **f)** Gouda shall be entitled to have damaged items repaired or to pay you an amount corresponding to the cost of repairing the damaged items.
- g) In the case of loss of storage media containing analogue or digital data/ recordings, and loss of films, manuscripts, drawings and similar, only the value of the medium/the raw material will be covered.
- h) Luggage shall not be deemed lost until the carrier states that the search has been concluded and that the luggage was not found. For some transporters it may take up to four weeks. Gouda will pay compensation immediately after that.

### 12. Luggage delay

### 12.1 What expenses are covered by the insurance?

If the arrival of your luggage at the destination is delayed, the insurance covers reasonable and necessary expenses for replacement purchases, including expenses for renting equipment:

- a) up to the sum insured, as stated in the policy, or
- b) or a fixed compensation amount of up to DKK 2,000. If you later on wish compensation for your actual expenses, which exceeds DKK 2,000, you must submit documentation on all your replacement purchases.
- c) If your luggage is delayed by more than 48 hours, the insurance covers a further DKK 2,000 in accordance with clause 12.1 a or 12.1 b.
- **d)** If your luggage is delayed by more than 24 hours upon arrival in your country of residence, a fixed compensation amount of DKK 1,000 will be paid.
- e) If your flight is delayed, and this makes extraordinary overnight hotel accommodation necessary, and the airline is prevented from handing out your checked-in luggage, a fixed compensation amount of DKK 1,000 will be paid.

### 12.2 The insurance does not cover

The insurance does not cover:

- **a)** Luggage handed in for transportation by another means of transportation than the one you use.
- **b)** A delay that is not reported to the airline as soon as you become aware that the luggage is delayed.
- **c)** Replacement purchases made after the time when you received your delayed luggage.

### 13. Travel documents

# 13.1 What insurance events are covered by the insurance?

The insurance covers all types of theft of and damage to tickets, passport, visa and credit cards.

### 13.2 What expenses are covered by the insurance?

The insurance covers reasonable and necessary extra expenses for:

- a) Replacement of tickets, passport, visa and credit cards.
- **b)** Transport, fees and photos.

### 13.3 The insurance does not cover

The insurance does not cover:

- a) Items left behind, lost or mislaid.
- **b)** Theft of travel documents left unattended or that are not under effective supervision.
- c) Loss in connection with misuse of credit cards.
- d) Time spent on recovering such items.

### 14. Flight delay

### 14.1 What expenses are covered by the insurance?

If a flight is delayed for a minimum of five hours, the insurance covers:

- a) Prepaid and non-refundable expenses for your stay.
- b) Reasonable and necessary extra expenses for meals and accommodation that are incurred as a result of the delay and that are not paid by the airline or another party.
- **c)** Reasonable and necessary extra transport expenses to and from the airport.

### 14.2 Limitations

The insurance cover is limited to delays caused by the following:

- a) Extreme weather conditions.
- **b)** Lockout, strike or other work stoppage among the staff of the airline you were to use according to your travel itinerary.
- **c)** Lockout, strike or other work stoppage at the airport you are to use according to your travel itinerary.

### 14.3 Special conditions

The cover shall only apply to ordinary scheduled services fully covered by the airline's ordinary route plans, rules and provisions.

## 15. Lounge access in case of flight delay

### 15.1 What expenses are covered by the insurance?

In the event of a flight delay of more than 2 hours expected duration, the insurance covers the entrance to any airport lounge with up to DKK 1,000.

### 15.2. Special condition

The cover is only valid for usual scheduled flight routes which are fully covered by the airline's usual route plan, rules and regulations.

The delay and its expected length must be documented.

### 16. Excess when renting motor vehicles

# 16.1 What insurance events are covered by the insurance?

The insurance provides cover in connection with loss or damage to passenger cars, motorbikes or mopeds, covered by comprehensive motor insurance, that are rented on a trip outside the country of residence

### 16.2 What expenses are covered by the insurance?

The travel insurance covers excess expenses for vehicles covered by comprehensive motor insurance.

#### 16.3 The insurance does not cover

The travel insurance does not provide cover:

- **a)** If the rented passenger car, motorbike or moped is not covered by comprehensive motor insurance.
- **b)** If you were not qualified to drive the motor vehicle under the legislation of the country in which the motor vehicle was rented.

### 17. Misfuelling

# 17.1 What insurance events are covered by the insurance?

The insurance provides cover if you accidently fill your private or rental car with the wrong fuel.

### 17.2 What expenses are covered by the insurance?

The insurance covers reasonable and necessary expenses for excess under the car insurance or repair expenses for:

- a) emptying and cleaning the fuel tank and system
- **b)** replacing fuel filters

### 17.3 The insurance does not provide cover

- **a)** If you were not the person renting the car according to the contract, or if you are not entered as the driver on the rental document.
- **b)** If you were not entitled to drive the car in the country in which the motor vehicle was rented or in the country where the accident occurred.

### 18. Cancellation insurance

# 18.1 What insurance events are covered by the insurance?

The insurance provides cover if you cannot commence the journey or realise the purpose of the journey because of:

**a)** Death or serious acute illness/injury involving you or your spouse/cohabitant, parents, parents-in-law, children, grandchildren, children-in-law, brothers and/or sisters, sisters-in-

- law, brothers-in-law, step-parents, stepbrothers and/or stepsisters and grandparents.
- **b)** A wildcat strike in your own business immediately prior to departure.
- c) Acts of fraud or the like in your own business or an enterprise in which you are chief executive officer, committed by a person employed with the enterprise and where your attendance is required.
- **d)** Fire, flooding, burglary or storm damage in your private home or your own business immediately prior to the departure.
- e) An accompanying colleague has cancelled the journey. The insurance covers a maximum of one colleague per event entitling to coverage under clause 18.1 a-d.
- **f)** The Ministry of Foreign Affairs advises against entry, but the airline / travel company continues to travel to the area.

### 18.2 What expenses are covered by the insurance?

The insurance does cover that part of your payment to which the tour operator is entitled under the general term and conditions of travel

### 18.3 The insurance does not provide cover

The insurance does not provide cover if an illness or injury that constitutes the reason for the cancellation was present at the time when the journey was booked. Cover is conditional on no symptoms of illness having been registered prior to booking of the journey.

### Extended cover D

### 19. Late arrival

# 19.1 What insurance events are covered by the insurance?

If you have to catch up with the scheduled travel itinerary as a result of:

- a) Missing a public means of transportation or a means of transportation provided by the tour operator through no fault of your own, and you could not have foreseen or avoided this.
- **b)** Being involved in an insurance event covered under insurance cover 13 Travel documents in which you are unable to replace air tickets, passport or a visa in time.

### 19.2 What expenses are covered by the insurance?

The insurance covers reasonable and necessary extra expenses for:

- **a)** Transport to catch up with the scheduled travel itinerary limited to the same class as for the original outbound journey.
- **b)** Hotel stay up to a maximum of DKK 1,500 per day.

**c)** Meals and local transport – up to a maximum of DKK 250 per day.

### 19.3 Special provision

This cover is subject to the following conditions:

- **a)** That the ticket(s) are booked and paid for 24 hours before departure.
- **b)** That you try to replace any lost travel documents as quickly as possible –contact your tour operator or the Gouda Alarm Centre, if required.

### 19.4 The insurance will not provide cover

The insurance will not provide cover:

- **a)** For late arrival in connection with a connecting flight where the time for changing flights is less than the official minimum connecting time.
- **b)** Late arrival on the outbound journey by up to 24 hours after the time of departure, if the insurance was only purchased on the day of departure.

### **Extended cover E**

### 20. Personal liability

# 20.1 What insurance events are covered by the insurance?

The insurance provides cover should you become liable, under applicable law in the country where the injury or damage occurs, to pay damages for injury to persons or damage to property in accordance with the general rules on liability for non-contractual damages.

For the purpose of guidance, you are informed that, under Danish law, a person is normally legally liable for causing injury or damage through fault or negligence. If the person that was the cause of the injury or damage is not at fault, the injury or damage is referred to as accidental, and liability for damages is not incurred for accidental injury or damage. In such a situation, the injured party must therefore bear the loss.

### 20.2 What expenses are covered by the insurance?

The insurance covers:

- **a)** The amount that you become liable to pay.
- **b)** Costs in connection with deciding the question of liability for damages, incurred by agreement with Gouda.
- **c)** Damage to rented dwelling/hotel premises and contents, subject to an excess of DKK 2,000 per insurance event, however.

#### 20.3 The insurance does not cover

The insurance does not cover your liability for damages for injury or damage:

- **a)** When such liability arises in a work-related or business-related situation.
- **b)** To, or loss of, own belongings.
- **c)** As a result of having accepted, by agreement or otherwise, greater liability than warranted by the general rules on liability for non- contractual damages.
- **d)** To items you have borrowed or rented or have in storage, for use, transportation, processing or that are otherwise in your custody, except in the situations mentioned under clause 20.2 c.
- **e)** Where you have passed on a disease to other persons by contagion or in some other way.
- **f)** Caused during the use of a motor vehicle, caravan or trailer, aircraft or vessel with engine power exceeding 10 HP or any seacraft exceeding five metres in length.
- g) Caused to family members or a travelling companion.
- **h)** Caused by an animal.
- i) In the form of fines and penalty-like claims.

### 21. Legal assistance abroad

### 21.1 What expenses are covered by the insurance?

The insurance covers reasonable and necessary:

- **a)** Expenses for legal assistance if a dispute arising during the policy period requires legal assistance.
- b) Expenses for legal assistance in connection with criminal proceedings limited to a maximum of DKK 30,000, however. Insurance cover is subject to the condition that you were acquitted of all charges before the court of the first instance, and the period allowed for appeal has expired. The same applies to travel expenses under clause 20.1 c.
- **c)** Travel expenses incurred as a result of being summoned to give testimony or be examined before a foreign court.

### 21.2 Special conditions

Insurance cover is subject to the following conditions:

- a) That the situation that gave rise to the dispute or the criminal proceedings occurred during the policy period and concerns circumstances that occurred during the journey.
- **b)** That you are directly involved in the dispute or the criminal proceedings.
- **c)** That the dispute cannot be settled administratively or by an appeals board, a complaints board or a similar body.

### 21.3 Excess

**a)** For any claim under clause 20.2 a and 20.2 c, an excess is calculated corresponding to 10% of the total expenses entitling

- to coverage under the insurance the minimum excess being DKK 2,500, however.
- **b)** For any claim under clause 20.2 b, an excess corresponding to 20% is calculated of the total expenses entitling to coverage under the insurance the minimum excess being DKK 5,000, however.

#### 21.4 The insurance does not cover

The insurance does not cover:

- a) Expenses that have not been incurred on a reasonable basis, for example because it is found that you did not have reasonable cause for instituting proceedings or because the expenses are not reasonably proportionate to the subject-matter of the case.
- **b)** Disputes between you and the travel agency/tour operator/ travel agent, the airline or one or more of your travelling companions.
- c) Disputes between you and Gouda.
- **d)** Disputes in connection with contractual, business-related or work-related matters.
- **e)** Disputes in connection with family or social matters or matters relating to pensions or inheritance law.
- **f)** Expenses in connection with road traffic cases in which you used a motorised means of transportation.
- g) Actual damages or penalty-like claims.

### 22. Deposit/guarantee

### 22.1 What expenses are covered by the insurance?

The insurance covers:

- a) Deposit/guarantee. By deposit/guarantee is meant payment that can permanently or temporarily release you or your possessions from the custody of local authorities. The security is furnished in the form of an interest-free loan, to be repaid to Gouda upon release or on demand.
- b) Transport expenses for one person of your choice limited to economy class travel – to your place of sojourn and back to your place of residence if you are detained by local authorities for more than 48 hours.

### 22.2 The insurance does not cover

The insurance does not cover any furnishing of security in connection with:

- **a)** Disputes between you and the travel agency, the tour operator, the travel agent or a travelling companion.
- **b)** Court or arbitration cases in connection with contractual, business-related or work-related matters.
- **c)** Liability for use of a motor vehicle, caravan or trailer, an aircraft or a powered seacraft of more than 10 HP or any seacraft exceeding five metres in length.

- **d)** Disputes that arose before the journey started or cases that concern matters that did not arise during the journey.
- **e)** Drugs-related cases, cases concerning weapons or cases concerning the insured's participation in criminal acts.
- **f)** Debt collection or recovery proceedings against you if there is no doubt about the validity and size of the claim.

### Extended cover F

### 23. Kidnapping

### 23.1 What expenses are covered by the insurance?

If the insured is kidnapped or exposed to highjacking, the insurance will cover expenses for/fees to a professional adviser within Goudas network.

#### 23.2 The insurance will not cover

The insurance does not cover any ransom.

### Extended cover G

### 24. ID theft

### 24.1 The insurance covers:

The insurance covers cases of identity theft that occur during the policy period.

Insurance cover is conditional on discovery of the identity theft no later than six months after returning home to the Nordic region.

# 24.2 In case of a claim, the insured shall immediately:

- report the claim to Gouda's partner Tenerity by calling +45 70 26 68 58
- report the matter to the police and submit confirmation of receipt of the report
- inform the card issuer, banks and other relevant parties
- obtain information and available documents relating to matters of relevance to the case.

If the insured fails to meet his obligations under this provision, the insured risks forfeiting the right to coverage under the insurance.

### **D** Definitions

The definitions will apply regardless of the linguistic form of the word or term used:

#### Acute illness:

A newly sustained illness, a well-founded suspicion of a newly sustained serious illness or an unexpected worsening of a preexisting or chronic illness.

### You/your/yours:

When we write 'you/your/yours', we refer to the person(s) covered by the insurance.

### **Europe:**

Albania, Andorra, Azores, Belgium, Bosnia and Herzegovina, Bulgaria, Cyprus, Estonia, France, Gibraltar, Greece, Netherlands, Belarus, Ireland, Isle of Man, Italy, Canary Islands, Channel Islands, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Poland, Portugal, Romania, Russia (up to the Ural Mountains), San Marino, Switzerland, Serbia, Slovakia, Slovenia, Spain, United Kingdom, Czech Republic, Turkey, Germany, Ukraine, Hungary, Vatican City State and Austria.

### Family:

Husband and wife/cohabitant and their children, who travel together, and who are all covered by Gouda travel insurance.

### Scheduled travel itinerary:

A travel route that can be documented by means of a travel description from a travel agency, purchased plane, train or bus tickets or booked overnight accommodations.

### Policy period:

The insurance provides cover from the time you leave your place of residence or workplace to commence the planned journey abroad, limited to 12 hours before the planned time of departure from your country of residence, and ceases to apply when you return to your residence or workplace, though no later than 12 hours after your arrival in your country of residence, provided that the time of the insurance event falls within the period for which insurance cover has been taken out.

#### Gouda:

Gouda Travel Insurance, the Danish branch of Gjensidige Forsikring ASA, Norway.

### Worldwide:

Outside the Nordic region and Europe.

#### ID theft:

By identity theft is meant a situation where a third party, without the insured's consent, makes use of the insured person's proof of identity for the purpose of committing fraud or another criminal act, for example to apply for a loan, credit card or similar in the name of the insured.

Any act, or several consecutive acts, that takes place as a consequence of a single case of identity theft is to be considered as a single identity theft event.

### Nordic region:

Greenland, the Faroe Islands, Finland, Iceland, Norway and Sweden.

### Close colleague:

Your immediate superior (the person to whom you report) and the persons who report directly to you.

### **Assault:**

Demonstrable personal injury caused by an intentional criminal offence

#### Prostheses:

Artificial joints and limbs as well as dentures and artificial teeth.

### Travelling companion:

One or more persons who travel together with you and who are covered by Gouda travel insurance.

### Travel expenses:

Reasonable extra expenses for transport, limited upwards however to the price of a ticket for an ordinary scheduled flight (business class). The Company

Gouda Travel Insurance, the Danish Branch of Gjensidige Forsirking ASA, Norway.

### Cohabitant:

A person with whom you have lived in a marriage-like relationship and with whom you have had a joint address, according to the National Register, during the past year.

### The insured person(s)

The person(s) entitled to compensation.

### Terrorism/act of terrorism:

This refers to an organised act of violence or the threat hereof, which, by creating fear in the civil population, seeks to put pressure on public authorities to meet demands based on religious or political objectives.

#### Mastication trauma

A masticatory trauma entitling to cover is a dental trauma that occurs when you unforeseeably chew on a foreign object in your food or similar.

### E. General terms and conditions

# 1. The insurance agreement consists of the following:

- the insurance policy
- any agreement under a group insurance scheme and is also regulated by:
  - the Danish 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.

### 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.

### 3. Guarantee scheme

Gjensidige has endorsed the Danish guarantee scheme for general insurance companies ('Garantifonden for skadesforsikringsselskaber'). The guarantee scheme is intended for private consumers insured by an insurance company that area into

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.

### 4. 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.

### 5. Currency

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

### 6. Duration and termination

### 6.1 1-year period

The insurance is valid for 1 year at a time and continues if it is not terminated in writing by the policyholder with at least 1 month's notice to the end of the insurance period.

### 6.2 Termination in connection with claim

The policyholder and the company are entitled to terminate the insurance agreement in writing by giving two weeks' notice from the time at which a claim is reported until one month after the claims payment has been made or the claim rejected.

### 7. Fees and charges

#### 7.1 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.

### 7.2 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.

### 7.3 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.

### 8. Premium due date

#### 8.1

The premium is charged with an indication of the last timely payment date. Together with the premium, non-life insurance tax, state tax, environmental contribution and possibly other publicly charged taxes. The policyholder pays the expenses associated with the collection and payment of the premium, etc.

#### 8.2

The first premium is due for payment upon the entry into force of the insurance and later premiums on the stated due dates.

### 8.3

The payment deadline for the first premium is at least 14 days from receipt. For later premiums, the payment deadline is also at least 14 days from receipt. The last timely payment date will appear on the invoice. The payment deadlines do not apply where the premium is charged via Betalingsservice/Payment service.

#### 8.4

If the first premium is not paid on time, the insurance ceases.

### 8.5

If the premium is not paid later on time, the company may, 14 days after the expiry of the payment deadline according to pkt. B.4, terminate the insurance contract. The agreement is terminated with 21 days notice, unless the premium has been paid before this date.

#### 8.6

If the premium is paid late due to particularly excusable circumstances, and the premium as well as interest and costs are paid immediately after the special excuse circumstance has ceased, the insurance contract runs again from the day after the payment is made. However, the payment must be made no later than 3 months after the expiry of the notice period in pkt. B.5. In the event of non-payment of the first premium, however, payment must be made no later than 3 months after the payment deadline in pkt. B.3. If the insurance contract has been entered into for a specific period, payment must be made before the end of this period.

### 9. Changes

The company is entitled to change the terms and conditions and/or the premium for full-year travel insurance policies by notifying the policyholder one month before the annual renewal date. If the change is unfavourable to the policyholder, the policyholder is entitled to cancel the insurance by notifying the company in writing 14 days before the date on which the change takes effect.

### 10. Time-limited insurance

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

### 11. 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.

### 12. Interest

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

### 13. 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.

# 14. The Company's right to terminate the insurance

The Company is entitled to terminate the insurance policy in the event of default of payment, incorrect or incomplete information and on other special grounds. The Company may also terminate the insurance policy if the policyholder becomes bankrupt/goes into compulsory liquidation or following a claim, provided that the termination is reasonable. This does not apply to life insurance policies.

### 15. 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.

### 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 DKK 1 billion 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.

# 17. 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 DKK 500 million 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.

### 18. 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.

### 19. 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.

### 20. 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

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

### 21. If you are dissatisfied with us

#### Contact us

If you are dissatisfied with our claims processing, decisions, policy, premium collection or other matters, please contact the person or department that considered your case. The easiest and quickest solution for both of us is to resolve the matter this way.

### Complaints

If we fail to reach agreement after you have discussed the problem with us, you can contact our complaints unit by email or letter.

Please send your complaint to:

klage@gjensidige.dk or

Gouda Travel Insurance

Attn.: Klageansvarlig enhed

A.C. Meyers Vænge 9

DK-2450 Copenhagen SV

If the disagreement between you and The Company concerning your insurance persists, and if a second enquiry to The Company does not lead to a different result, you may submit a complaint to:

### Ankenævnet for Forsikring

(The Danish Insurance Complaints Board)

Klageguide - Hvornår kan jeg klage? | Ankenævnet for Forsikring (ankeforsikring.dk)

The complaint must be made on a special complaints form, which may be obtained either from The Company, the Danish Insurance Complaints Board or the Danish Insurance Information Scheme.

### 22. Reporting a claim

Claims can be reported online at https://www.gouda.dk/anmeldskade#/ or by phone at: (+45) 88 18 66 70

### **F** Contact information

#### Gouda Alarm Centre

Tel.: (+45) 33 15 60 60 Fax: (+45) 33 15 60 61 E-mail: alarm@gouda.dk

# Gouda Travel Insurance Gouda Travel Insurance

A.C. Meyers Vænge 9 DK-2450 Copenhagen SV Tel.: (+45) 88 88 81 40

Fax: (+45) 88 20 88 21 CVR no 33 25 92 47

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