

# Terms and conditions for: Eurocard Gold 3EC41

Valid from 01.07.2013  
Replaces terms and conditions of 01.11.2009



COVER TYPE	SUM INSURED IN NOK
Personal belongings and luggage	NOK 20 000 pr. insured and NOK 25 000 in total
Delayed luggage	NOK 2 000 pr. insured
Delayed departure	NOK 25 000 pr. insured and in total
Rejoining itinerary	NOK 1 000 pr. insured and NOK 2 000 in total
Liability insurance	NOK 6 000 000
Medical travel insurance	NOK 5 000 000
Repatriation	Unlimited
Trip curtailment	NOK 10 000 pr. insured, NOK 30 000 in total
Replacement	NOK 25 000
Trip cancellation insurance	NOK 25 000
Accidental death	NOK 600 000 - adult., NOK 30 000 - child
Permanent disability	NOK 600 000
Reiseulykke - invaliditet	NOK 600 000

## Index

1. Contact in event of claim when travelling and documents to be carried when travelling
2. Who the policy covers
3. Where the policy is effective and what journeys the policy covers
4. What the policy covers
5. Safety regulations
6. Insured's obligations
7. Other policy provisions
- A. Personal possessions
- B. Delay
- C. Personal liability
- D. Medical
- E. Replacement employee on business trips
- F. Cancellation
- G. Personal accident
- H. General Terms and Conditions

The following is part of the Insurance Agreement:

- The Insurance Certificate which specify the scope of the insurance, special conditions and specifications
- Conditions of Insurance
- General terms of the Company
- Terms related to the Insurance Agreement
- The Norwegian Insurance Contracts Act of 16. June 1989 (FAL) and other relevant laws, unless exceptions have been made in the Conditions of Insurance.

This document is a translation from Norwegian. Only the terms and conditions of the insurance contract in Norwegian are to apply. In the event of a dispute, the Norwegian terms and conditions shall apply. This document shall not be recognized as legally binding and has been prepared for the sole purpose of understanding the contractual contents of the Norwegian legal document in force.

The insurance is covered by Codan Forsikring NUF  
Drammensveien 134, bygg 5  
Post Box 523 Skøyen  
0214 Oslo.

Codan referred hereafter as the company.

### 1. Contact in event of claim when travelling and documents to be carried when travelling

If the insured needs assistance owing to acute illness or accident when travelling, help can be obtained by contacting SOS International. SOS International has a contact network of doctors and hospitals all over the world.

SOS International also provides help, within the constraints of the agreed sum insured, in the event of an acute need for financial help owing to an insured loss/event. SOS International will make a preliminary assessment and payment in an emergency. Final settlement will be made by the company following the insured's return.

Contact:

SOS International  
Nitivej 6  
2000 Frederiksberg  
Denmark  
Tel: +45 7010 5050 / +47 67 22 43 00(24 hours )  
Fax: +45 7010 5056

Notify the company of claims that do not give rise to an acute need for assistance after your return. Always carry a valid travel insurance card when travelling. Your travel insurance card is documentation of the medical part of the policy and should be shown unsolicited to the attending doctor/hospital in the event of acute illness or accident. The card also contains the telephone number, etc., for SOS International.

When travelling to EEA countries, you must also carry a European Health Insurance Card from the Norwegian National Insurance Scheme in order to be entitled to coverage of the cost of medical treatment by public healthcare providers in accordance with legislation in the country you are visiting. A European Health Insurance Card can be ordered on the Norwegian National Insurance Administration's website at [www.helfo.no](http://www.helfo.no), by calling the HELFO helpline on +47 810 33 810 or at your local National Insurance Office. The Health Insurance Card is valid for 3 years.

## 2. Who the policy covers

The policy covers holders of a valid Eurocard Gold, plus spouses/partners and unmarried children under 21 years of age who live at the same address as the cardholder or are living away from home while in education and are dependent on the cardholder. Children of the cardholder who do not live at the cardholder's address are covered by the policy for journeys made together with the cardholder or the cardholder's spouse or partner. The same applies to children of the cardholder's spouse or partner.

Alternatively, the policy covers up to three fellow travelers instead of family. If this group consists of more than three fellow travelers, the policy will only cover the three youngest. If both family and other fellow travelers are travelling together, the policy will cover the family first, then the youngest fellow traveler up to a maximum of four insured (including the cardholder). The policy will cover these persons when they are travelling together with the cardholder and only during the period they are travelling together. The insured must be resident in the Nordic according to the National Population Registry and be a member of the Norwegian National Insurance Scheme or similar in the home country.

A partner is a person with whom the cardholder is living together as husband and wife, and who according to the National Population Registry has the same address as the cardholder.

## 3. Where the policy is effective and what journeys the policy covers

**3.1.** The policy is effective for journeys worldwide lasting up to 90 days. In the case of journeys that last, or are expected to last, more than 90 days, the policy covers the first 90 days of the journey. The majority (more than 50%) of the travel costs for each insured (tickets and/or fuel) must be paid for with Eurocard Gold before the policy takes effect. All car hire costs and taxes on bonus travel are regarded as travel costs.

The following are placed on an equal footing with travel paid for directly with the insured's Eurocard Gold:

- journeys where more than 50% of the insured's total travel costs are paid using a travel account/business card with company liability, provided that the insured holds a valid Eurocard Gold.
- journeys paid for in cash withdrawn with Eurocard Gold if the insured can show that the cash withdrawal was made in order to pay the cost of the journey (more than 50%).

The journey is considered to have started when the insured leaves his permanent residence or place of work in the Nordic (whichever is later) and ended on arrival back at his permanent residence or place of work (whichever happens first). Journeys in the Nordic must involve a stay of at least one night outside the insured's home municipality or air travel.

## 3.2. The insurance does not provide cover:

- at a permanent address in a Nordic country
- at a permanent place of education in a Nordic country
- at a permanent workplace in a Nordic country
- on journeys between home and workplace or place of education
- during participation in an expedition or voyage of discovery, i.e. a journey that requires extensive specialist equipment for a specific purpose

A person's permanent workplace is where he usually works. The permanent workplace of a professional driver is the coach, lorry or boat.

## 4. What the policy covers

The policy covers:

- A. Personal possessions
- B. Delay
- C. Personal liability
- D. Medical emergency/repatriation/curtailment
- E. Replacement employee
- F. Cancellation
- G. Personal accident

## 5. Safety regulations

It is the insured's duty to follow the safety regulations in the policy and terms and conditions. If the safety regulations are breached and a claim occurs, the right to compensation can be reduced or invalidated. See sections 4-8 and 13-9 of the Norwegian Insurance Contracts Act.

The safety regulations in points 5.1. - 5.3. apply to personnel possessions.

### 5.1. Supervision/locking/closing

Personal possessions must be kept under supervision. If personal possessions are left unattended, they must be locked in. Special care must be taken that no items are left behind on the journey. Hotel rooms and the like, motor vehicles, caravans and boats must be closed and locked when left. Items must not be stored in/on motor vehicles, caravans, boats or tents that are left overnight or for more than 24 hours. Night means the period between leaving the place of storage during the day and using it again the next day, and at all events the period between midnight and 6 am.

### 5.2. Extra security for valuables

Valuables or items liable to be stolen must not be left in rooms used by anyone apart from the insured and his travel party. Cash, jewelry and watches must be carried on the person or stored in a locked safe. The key/code must not be accessible to unauthorized persons. Valuables and items liable to be stolen include:

- jewelry, watches, precious stones, pearls and precious metals
- computer, photographic, video and optical equipment, mobile phones
- televisions, video/DVD players, music systems, personal stereos, MP3 players, other electronic devices
- sports equipment with accessories, including golf, fishing, skiing, cycling, climbing and diving equipment
- musical instruments and equipment
- furs, antiques, art objects, carpets
- weapons with accessories, ammunition
- eyeglasses and sunglasses

### 5.3. Packing and transport

Personal possessions must be packed, labeled and properly secured to withstand the form of transport in question. Items sensitive to moisture that are taken in a boat, canoe or kayak must be packed in a waterproof container. Items that are fragile or liable to be stolen, such as jewelry, watches, precious stones, precious metals, electronic devices, bottles, glass and perishable goods, must not be packed in checked luggage. The carrier's current conditions for baggage contents and packing and the duty to report loss/damage must be complied with.

The safety regulation in point 5.4. applies to delay.

### 5.4. Time margin

The insured is responsible for ensuring that there is least 1 hour between his expected arrival and departure with the next means of transport. The safety regulations in section 5.5. - 5.7. apply to medical emergency/repatriation

### 5.5. Medical treatment in event of illness/accidental injury

In the event of illness or accidental injury, the insured must consult a doctor as soon as possible and follow the doctor's orders. If expenses are expected to exceed NOK 10,000, and in all cases where the insured is admitted to hospital, the company or SOS International must be notified without undue delay.

### 5.6. Confinement to bed outside hospital

The medical necessity and duration of confinement to bed outside hospital must be certified and prescribed in writing by a doctor on the spot. If confinement to bed is expected to last for more than 5 days, the company or SOS International must be contacted.

### 5.7. Doctor's certificate for illness/disease before departure

If the insured is undergoing or is to receive medical treatment for illness or disease before departure, the journey must not be commenced without it being established that it will subsequently be possible to submit a certificate from the insured's doctor to the effect that it was reasonable to make the journey and unlikely that complications/deterioration would occur.

The safety regulation in point 5.8. applies to medical emergency/repatriation and accident

### 5.8. Diving

In the case of diving the insured must hold a valid scuba diving certificate in accordance with an international standard (PADI, CMAS, NAUI) for the depth in question.

The safety regulation in point 5.9. applies to cancellation

### 5.9. Cancellation

The carrier, tour operator, hotel, landlord or travel agent must be notified as soon as it becomes apparent that the journey or stay will not be made.

## 6. Insured's obligations

### 6.1. Notification of claim

If an insurance event has occurred, anyone who believes that he has a claim against the company must notify the company without undue delay. Burglary, theft, assault and robbery must be reported to the nearest police or, where appropriate, holiday representative immediately. A copy of the report must be sent to the company. Other losses must be reported to the police if the company so requires.

The carrier must be informed of damage in transit immediately after carriage, as the carrier is generally liable for such damage.

### 6.2. Securing claims against other parties

If it is possible to hold a third party, e.g. a hotel or carrier, liable for the loss, the insured shall take the necessary steps to secure the claim immediately.

### 6.3. Duty to provide information in the event of a claim

The person make the claim against the company shall provide the company with the information and documents that are available and required by the company in order to process the claim. This applies particularly to section C. Personal liability.

### 6.4. Compensation claims

If a compensation claim is made against the insured or directly against the company, the insured shall for his own account:

- A. Provide the company with the information and documents that are available to the insured and required by the company in order to assess its liability and pay compensation.
- B. Carry out the investigations and enquiries that the company considers necessary in order to take part in negotiations and legal proceedings.

The insured must not admit liability or negotiate compensation without the company's consent.

## 7. Other policy provisions

### 7.1. Travel abroad

The provisions in section H. General Terms and Conditions to the effect that the company will not be liable for loss or damage/injury caused by earthquake and volcanic eruption does not apply to travel abroad.

### 7.2. War risk provisions

The validity of the policy is limited to one month from the date on which an area comes under the war risk provision in point 1.3. of section H. General Terms and Conditions and is conditional upon the insured being in the area affected when the war clause becomes effective. Under no circumstances will the company be liable for war risk in the event of the outbreak of war, whether war has been declared or not, between two or more of the following states: France, People's Republic of China, Commonwealth of Independent States, United Kingdom and USA.

### 7.3. Intent and gross negligence

The company will not cover losses that the insured caused intentionally, see sections 4-9 and 13-8 of the Insurance Contracts Act. Nor will the company cover losses that the insured caused through gross negligence. The company may decide to pay compensation for part of the loss depending on the degree of culpability and the circumstances, see sections 4-9 and 13-9 of the Insurance Contracts Act.

### 7.4. Actions and omissions by persons other than the insured (identification)

Actions and omissions on the part of the insured's cohabiting spouse, or persons with whom the insured is living in an established relationship, will have the same impact on the insured's rights as actions and omissions on the part of the insured himself. Breaches of the duty to provide information that can be asserted by the company against the policyholder under section 4-2 of the Insurance Contracts Act can also be invoked against anyone else who may be insured under the policy.

### 7.5. Calculation of compensation

The compensation rules contained in section 6.1. of the Insurance Contracts Act have been contracted out of. The company's benefits are set out in the following terms and conditions for each type of cover and are limited to what is specified there.

## A. Personal possessions

### 1. What is covered

1.1. The company will cover damage to and loss of personal possessions and/or an employer's effects that the insured has with him during his journey and stay for his personal use in the event of:

- theft, cf. sections 257 and 258 of the Norwegian General Civil Penal Code. Possessions being mislaid/lost are not to be regarded as theft.
- robbery, cf. sections 266 and 267 of the General Civil Penal Code.
- vandalism, which means someone unlawfully destroying, damaging, rendering useless or wasting the insured's possessions, see sections 291 and 292 of the General Civil Penal Code.
- a traffic accident in the form of collision, leaving the road or overturning a motor vehicle or pedal cycle. Running aground or capsizing a boat.
- damage caused by fire, explosion, soot, direct lightning strike or water penetration of a building.
- damage/loss caused directly by a natural disaster. A natural disaster or similar event means sudden, unexpected forces/phenomena of an extraordinary, extreme and violent nature that are beyond the insured's control.
- attack by animals.

The company will also cover: loss of or damage to checked baggage over and above what the carrier is liable for under the terms of carriage.

Sum insured:

- NOK 20,000 per insured
- NOK 25,000 in total when several insured are travelling together
- The maximum cover for a single article is NOK 7,500 within the sum insured.

1.2. Over and above the sum insured for personal possessions/luggage the cover includes:

- Cheques, tickets and passports up to NOK 5,000 per insurance event unless the loss is otherwise covered.
- Money carried by the insured up to NOK 3,000 per insurance event.
- Compensation of up to NOK 3,000 per insured will be paid for money kept in a safe.

### 2. The company will not cover loss of or damage to:

- securities and documents over and above what is specified in point 1.2.
- recovery of sound, images, data and documents.
- motor vehicles, boats, sailboards, jet skis, microlights, hang gliders, parachutes, paragliders, etc., and accessories for them. Canoes/kayaks are not regarded as boats.
- removal goods, collections, goods and samples, tools and measuring instruments.
- consequential damage caused by leaks.
- damage due to the customary use or wear of an item.
- damage that is to be expected to cases, pushchairs and rucksacks such as scratches, scrapes, marks suffered in transit.
- loss of/damage to pedal cycles within the municipality where the insured's home, place of education or workplace is located.

### 3. Calculation of compensation

Compensation is limited to what equivalent items costless depreciation for age and use, impaired utility or other circumstances. Calculation of depreciation will also take account of the probable useful life of the item. If an item with no appreciable depreciation can be repaired, the insured will keep the item and the company will pay for the repair. If a lost item turns up after compensation has been paid, the insured is entitled to keep the item if he pays the compensation back. If he does not wish to do so, the item will become the property of the company.

## B. Delay

### 1. What is covered

#### 1.1. Delayed luggage

If checked personal possessions do not arrive by the predetermined means of public transport, up to NOK 2,000 per insured will be paid in compensation to cover expenses for purchasing the necessary clothes, toiletries, etc.. Expenses incurred once the luggage has turned up at the specified address will not be covered. The delay must be confirmed by the carrier. The expenses must be documented. If the delay occurs at the final destination on the journey home, compensation is limited to NOK 500. This benefit does not apply after arrival at home in the Nordic country.

#### 1.2. Missed departure

If the insured arrives late for the tour operator's means of transport through no fault of his own, the company will cover reasonable, documented extra expenses for:

- catching up on a set itinerary. In the case of holiday and leisure travel, this is conditional upon the operator/carrier not managing to catch up on the set itinerary within 24 hours.
- overnight accommodation if onward travel is not possible on the same day.

Such expenses will be covered up to NOK 25,000 per insured and in total when several insured are travelling together.

The company's obligation to compensate is conditional upon:

- the delay being due to weather conditions/technical problems if the insured is travelling by public transport, or to a collision/accident where recovery is required.
- there being at least 1 hour between expected arrival and departure with the next means of transport.
- the delay being documented.

The company is not liable for expenses covered by the tour operator, transport company, hotel, etc.

#### 1.3. Delayed departure

If the tour operator's means of transport is delayed by more than 4 hours, documented costs for purchasing necessary food and drink will be covered up to NOK 1,000 per insured and a maximum of NOK 2,000 in total when several insured are travelling together. The delay will be calculated on the basis of the tour operator's current standard itinerary with any changes that may have been announced prior to commencement of the journey. The company's obligation to compensate is dependent on the delay being due to weather conditions/technical problems and being documented by the tour operator.

#### 1.4. The policy does not cover:

- delay owing to a strike/lockout or staff shortage.

## C. Personal liability

### 1. What is covered

The company will pay for liability in damages that the insured may incur in his capacity as a private person under current law in the individual country for bodily injury or damage to property during the period of insurance. The company's total obligation to compensate for all injuries/damage established during the insurance year is NOK 6,000,000.

### 2. What limitations apply

The company will not compensate for liability incurred by the insured:

- If the liability is based purely on a promise, agreement, contract or guarantee.
- For loss of a non-financial nature, see section 3-5 of the Norwegian Damage Compensation Act.
- For damage to property that belongs to another party, but that the insured himself or someone acting on his behalf has

- in his possession or uses.
- For damage/injury that the insured caused intentionally. This provision also applies if the insured is under 14 years of age.
- As the owner, driver or user of a motor vehicle, machine with its own propulsion mechanism, aircraft, sailing boat, sailboard, motorboat, trotting horse or racehorse.
- As the owner of real property.
- For damage to property that occurs during blasting and excavation work.
- While carrying out professional or commercial activities.
- For damage to property caused by dry rot or slow penetration of moisture.
- By the transfer of infectious diseases.
- Liability to co-owners for damage to property owned jointly.
- Liability for damage caused by pollution unless the cause is sudden and unforeseen. Pollution means:
  - o the introduction of solids, liquids or gases to air, water or ground.
  - o noise and vibrations.
  - o light and other radiation.
  - o effects on temperature that cause or may cause damage or nuisance to the environment. See section 6 of the Norwegian Pollution Control Act.

### 3. Company's obligations in case of an insurance event

If there is a claim for damages that is covered by the policy, the company undertakes to:

- A. Investigate whether liability in damages exists.
- B. Negotiate with the injured party.
- C. Pay the necessary costs for deciding the question of liability even if the sum insured is thereby exceeded. If part of the claim for damages is covered by the policy and part of it excluded, the costs will be shared on the basis of the parties' financial interest in the case. If the company is willing to settle the case or make the sum insured available, costs incurred at a later date will not be paid.
- D. Pay damages. The company is entitled to pay any damages to the injured party direct. If the claim for damages is made directly against the company, the company must notify the insured without undue delay and keep the insured informed about the progress of the claim. The company's concessions to the injured party are not binding on the insured.

## D. Medical emergency/repatriation/curtailment

### 1. What is covered

**1.1.** The cover includes necessary expenses incurred by the insured as a result of suffering acute illness or accidental injury during a journey covered by the policy. It also includes expenses arising from the unexpected acute deterioration of a chronic disease.

**1.2.** The cover does not include expenses incurred once the insured has returned to his permanent address in the Nordic. If the company has also covered the obligations of the Norwegian National Insurance Scheme, it can make any claim that the insured might have on the National Insurance Scheme on the insured's behalf and keep the sum that would otherwise have been due to the insured.

### 2. Medical emergency

The company will pay necessary expenses incurred on the journey up to NOK 5,000,000 per insured.

- 2.1.** In the event of the insured suffering illness/accidental injury the company will pay:
- Doctor's fees.
  - The cost of staying in hospital.
  - Expenses for dressings and medicine.
  - Physiotherapy prescribed by a doctor.

- Necessary transport costs in connection with medical treatment. If the insured is travelling in his own car, NOK 2 per km for the shortest route to the place of treatment will be paid to cover transport costs.
- Dental treatment expenses as a result of acute dental disease that requires treatment during the journey: up to NOK 1,000 per insurance event.
- Accident: up to NOK 5,000 per insurance event.
- Additional expenses resulting from confinement to bed outside hospital on doctor's orders: up to NOK 1,500 per day.
- Additional expenses for catching up on a set itinerary if the delay is due to acute illness, unexpected acute deterioration of a chronic illness or accidental injury and the journey can continue as planned according to doctor's orders. Such expenses will be covered up to NOK 15,000 per insured and in total when several insured are travelling together. Such additional costs will not be paid if the illness/accidental injury has resulted in the insured returning home.
- Summoning a family member. The company will cover the necessary travel and accommodation expenses incurred by up to two family members who are summoned to the insured by agreement with either the company or SOS International owing to the serious illness, accidental injury or death of the insured. Accommodation expenses for hotels, etc., will be covered in addition to documented travel expenses, which cannot exceed economy class on flights. The maximum compensation is NOK 25,000.

### 2.2. Illness/accidental injury affecting travel party

If a member of the insured's travel party suffers acute illness, unexpected acute deterioration of a chronic illness, accidental injury or death that results in necessary additional expenses, the company will cover the insured's extra expenses for:

- Accommodation: up to NOK 1,000 per day.
- Catching up on a set itinerary.
- Travelling home if the journey is curtailed.
- Delayed journey home.

Travel party means people making the entire journey together with the insured. The cover applies to one person over 18 years of age and any children under 18 years of age. Such expenses will be covered up to NOK 15,000.

## 3. Repatriation

**3.1.** The company will cover the extra expenses of repatriation to the insured's permanent address in Norway:

**3.1.1.** If repatriation has been ordered by a doctor and is the result of sudden, serious illness, the unexpected acute deterioration of a chronic illness or accidental injury suffered by the insured during the journey.

**3.1.2.** If it is necessary to return home earlier than planned owing to sudden, serious illness or serious accidental injury in the insured's immediate family in an EEA country that occurred after the journey commenced. Compensation is limited to NOK 25,000 per insured and in total when several insured travel together. Immediate family means spouse/partner (same address in National Population Register), children and grandchildren, parents and grandparents, siblings, parents/children-in-law, brother-in-law, sister-in-law. If it is necessary to return home earlier than planned owing to death in the insured's immediate family in an EEA country that occurred after the journey commenced. Compensation is limited to NOK 25,000 per insured and in total when several insured travel together. Immediate family means spouse/partner (same address in National Population Register), children and grandchildren, parents and grandparents, siblings, parents/children-in-law, brother-in-law, sister-in-law, niece or nephew.



**3.1.3.** In the event of the insured's death. The company's approval must be obtained in advance. If ordinary means of transport can be used for repatriation, the company will pay additional expenses if an extra seat on the plane, rail upgrade, extra berth, etc., is required. If an attendant is required, the resulting additional expenses for one person will also be paid. The attending doctor's decision on repatriation and attendance must be obtained in writing. In the event of serious illness or accidental injury a road or air ambulance can be used.

**3.1.4.** In the event of damage to the insured's residence, shop or office that occurs after the departure date and requires his/her presence. Compensation is limited to NOK 25,000 per insured and in total when several insured travel together. The approval of the company or SOS International must always be obtained in advance for all repatriation.

#### 4. Curtailment

The company will pay compensation for curtailment:

- if the insured returns home early owing to the circumstances specified in points 3.1.1, 3.1.2 and 3.1.4.
- if the insured is admitted to hospital.
- if the insured is confined to bed outside hospital on doctor's orders for more than 3 days. The insured must obtain written confirmation of the duration of confinement to bed from a doctor on the spot. If confinement to bed is expected to last for more than 5 days, the company or SOS International must be contacted.

Compensation will not be paid for journeys lasting more than 3 months. At least 2 days of the planned journey must be left. Travel costs are the receipted amount paid prior to departure for transport, board and lodging that is not refunded in any other way. If the insured is travelling in his own car, NOK 2 per km will be paid for the shortest route from the starting point of the journey to the place where the journey is curtailed and back. Compensation will be paid for the proportion of travel costs corresponding to the ratio between the unused and total number of planned days of travel during the insurance period and is limited to NOK 1,000 per insured per day up to a maximum of NOK 10,000 per insured or NOK 30,000 in total when several insured are travelling together.

#### 5. What limitations apply

**5.1.** The company will not cover expenses in connection with:

**5.1.1.** An illness or disease known about before departure for which the insured is receiving medical treatment. The company will, however, pay expenses arising from the acute deterioration of a chronic disease if a certificate from the insured's doctor to the effect that it was reasonable to make the journey can be submitted.

**5.1.2.** Illness or disease known about before departure if:

- the journey is being made in order to consult a doctor or have treatment/surgery.
- treatment/surgery was planned or expectations of treatment/surgery were held out before the start of the journey, but it was not carried out for reasons of time or capacity or for other reasons.

**5.1.3.** Pregnancy from week 36 onwards or voluntary termination of pregnancy. The company will, however, pay expenses resulting from an accidental injury or acute illness covered by the policy.

**5.1.4.** Illness/injury that the insured sustained by taking sleeping pills or intoxicating, narcotic or analgesic drugs.

**5.1.5.** Illness/injury caused by voluntary participation in a fight or in the commission of a crime.

**5.1.6.** Suicide or attempted suicide unless the claimant provides evidence that this was due to acute mental derangement caused by poisoning (other than self-inflicted intoxication) or shock and not mental illness in the medical sense.

**5.1.7.** Further treatment abroad at the insured's request if repatriation to the Nordic country is medically reasonable.

**5.1.8.** Illness or accidental injury that is due to participation in a high-risk sport or activity, including (does not apply to children under 16 years of age):

- boxing, wrestling, judo, karate and other fighting and self-defense sports.
- base jumping, parachuting, hang gliding, paragliding, kiting, ballooning or flying a microlight or ultralight aircraft.
- bungee jumping.
- expeditions.
- scuba diving with air or gas supply. Scuba diving is covered down to 39 meters with a valid scuba diving certificate.
- professional diving, including saturation diving, deep sea diving, air diving and scuba diving.
- downhill racing, freestyle ski racing, snowboard racing or training for such races organized by an federation, district or sports club.
- bobsleighting.
- handball, football, rugby, American football, field hockey and ice hockey matches or training for them that is compulsory or organized by a federation, district or sports club (company sport is covered however).
- competitions involving motor vehicles/motorboats and other motorized devices or training for such competitions.
- mountain biking or competitive cycling.
- participation in a fight or occurs in the commission of a crime. Does not apply to children under 16 years of age.
- earthquake or volcanic eruption in Norway. The exclusion in General Terms and Conditions, point 1.5., is suspended for travel outside Norway.

**5.2.** The above exclusions also apply in the event of death.

#### E. Replacement employee on business trips

Compensation of up to NOK 25,000 will be paid for replacement costs on business trips. Replacement means substituting the cardholder with a colleague as a consequence of the cardholder's repatriation insurance being used. Replacement costs mean ordinary travel expenses from the Nordic to the workplace abroad. Replacement must take place within 14 days and be documented by a doctor.

#### F. Cancellation

##### 1. What is covered

Cover includes cancellation costs, i.e. the amount paid for travel and accommodation that cannot be refunded in the event of cancellation before departure and the employee incurs in accordance with the set provisions of a carrier, tour operator, hotel or cottage/room landlord if a journey or accommodation is cancelled. Cover only applies to cancellation before the departure date for the journey/planned start date for the accommodation.

##### 2. What cancellations the company will compensate for and the limitations that apply

**2.1.** The company will pay cancellation costs if cancellation is due to:

- acute illness or accidental injury or the unexpected deterioration of a chronic disease suffered by the insured, the insured's sole travelling companion or the immediate family of the insured/insured's sole travelling companion in an EEA country after the journey/accommodation has been booked. Travelling companion means a person who has booked his journey with

the intention of making it together with the insured. Immediate family means spouse/partner (same address in National Population Register), children and grandchildren, parents and grandparents, siblings, parents-in-law, children-in-law, brother-in-law and sister-in-law. The reason for cancellation owing to illness/accidental injury must be certified by a doctor and it must be evident that the insured or insured's travelling companion is unable to make the journey owing to an illness/accidental injury that is to be regarded as serious in a medical sense.

- death suffered by the insured, the insured's sole travelling companion or the immediate family of the insured/insured's sole travelling companion in an EEA country after the journey/accommodation has been booked. Travelling companion means a person who has booked his journey with the intention of making it together with the insured. Immediate family means spouse/partner (same address in National Population Register), children and grandchildren, parents and grandparents, siblings, parents-in-law, children-in-law, brother-in-law, sister-in-law, niece or nephew.
- damage to the insured's residence, business premises, shop or office that occurred after the journey/accommodation was booked and requires the presence of the insured. The company's approval must be obtained in advance.

**2.2.** Cancellation costs, see point 1, will be covered within the sum insured if the journey becomes pointless owing to circumstances specified in point 2.1. that affect the cardholder's business partner/colleague. Business partner/colleague means

- a person with whom the journey is to be made and who is travelling with the same purpose as the cardholder or a person with whom the cardholder is to have a meeting at his destination.

The reason for cancellation owing to illness/accidental injury must be certified by a doctor.

**2.3.** The company will not cover costs that are due to cancellation:

- after the planned commencement of the journey/accommodation.
- in the event of an acute deterioration of a chronic disease if there is a high probability of this occurring before the planned departure date or start date for accommodation.
- owing to surgery/treatment where the insured was prepared for this surgery/treatment before the journey/accommodation was booked.
- owing to the journey becoming pointless for reasons other than those stated in point 2.2.
- owing to an illness or disease known about before the journey was booked for which the insured is receiving medical treatment. The company will, however, pay costs arising from the acute deterioration of a chronic disease if a certificate from the insured's doctor to the effect that it would be reasonable to make the journey can be submitted.
- owing to an illness or disease that was known about before booking if the journey was booked for the purpose of consulting a doctor or having treatment or surgery.
- treatment/surgery was planned or expectations of treatment/surgery were held out before the journey was booked, but it was not carried out for reasons of time or capacity or for other reasons.
- owing to pregnancy with effect from week 36 onwards or voluntary termination of pregnancy. The company will, however, pay expenses resulting from an accidental injury or acute illness covered by the policy.
- in the event of illness or injury that the insured sustained by taking sleeping pills or intoxicating, narcotic or analgesic drugs.
- in the event of illness or injury sustained through voluntary participation in a fight or in the commission of a crime.
- Compensation for cancellation costs that are incurred as the result of the same event or for the same journey are limited to NOK 25,000 per insured and in total when several insured travel together.

## G. Personal accident

### 1. What is covered

**1.1.** The personal accident cover includes the following benefits per insured in the event of death:

- NOK 600,000 for adults
- NOK 30,000 for children under 21 years of age
- a sum equivalent to the cardholder's spending on the card in the last 12 months, max. NOK 100,000.

**1.2.** The personal accident cover includes the following benefits per insured in the event of disablement:

- NOK 600,000 for adults and children in the event of 100% permanent medical disablement. In the case of a lesser degree of disablement a proportion of the sum insured will be paid out.
- In the event of 100% permanent medical disablement a sum equivalent to the cardholder's spending on the card in the last 12 months will be paid out. No payment will be made under this cover for a lesser degree of disablement.

### 2. What injuries the company will compensate for

The policy covers accidental injury suffered by the insured. Accidental injury means an injury to the body caused by a sudden, external event - accident - that occurs during the insurance period. Psychological trauma, e.g. shock, is not regarded as accidental injury unless a physical injury resulting in permanent disablement covered by the policy occurred at the same time. The insurance event is concurrent with the accident. Psychological trauma is covered only to the extent that the diagnosis criteria in the international classification system ICD-10, point F43, 1 (PTSD), are met. In the case of injuries caused by a fall, the impact with the ground is regarded as an accident unless the fall was triggered by an illness or medical condition in the insured or is covered by one of the other limitations specified in the Terms and Conditions. This special rule for falls does not apply to falls in connection with indoor or outdoor athletic or sporting activities.

### 3. Exclusions and general assumptions for the policy

**3.1.** The cover does not include accidental injury

- 3.1.1.** that is due to stroke, fainting or any other morbid condition
- 3.1.2.** that is suffered by military personnel in a state of war.
- 3.1.3.** that is suffered by military personnel on service with the armed forces outside Norway.
- 3.1.4.** that is due to earthquake or volcanic eruption in Norway.
- 3.1.5.** that is due to medical treatment, etc., or to taking medicines, unless connected with treating an accidental injury covered by the company.
- 3.1.6.** that is due to taking sleeping pills or analgesic or narcotic drugs.

**3.1.7.** that is due to the effect of light or temperature unless the insured was exposed to the effect as a result of an accident covered by the company or the effect is due to an emergency in which the insured became involved against his will.

**3.1.8.** that is due to poisoning caused by food, drink or stimulants.

**3.1.9.** that is due to voluntary participation in a fight.

**3.1.10.** that occurred in the commission of a crime.

**3.2.** The following illnesses or morbid conditions are excluded from the policy even if an accidental injury can be proved to be the cause:

- myocardial infarction, angina pectoris, cancer, arthritis (inflammation of the joints).

- illnesses caused by HIV infection (AIDS or other HIV-related illnesses or conditions) or illness caused by hepatitis B virus.
- injury resulting from infection following an insect sting or bite, e.g. malaria or typhus and Lyme disease. The company will, however, compensate for local wound infection and 'blood poisoning' (sepsis) that occurs in this way.
- The company will only compensate for other infections if it may be regarded as certain that the cause is wound infection that occurred with the accidental injury and that another source of infection may be regarded as ruled out.
- In other cases the compensation will be reduced if it can be assumed that a morbid condition or predisposition contributed to the insured's death or disablement. The compensation will be reduced in proportion to the significance of the morbid condition or predisposition in the death or disablement.

### 3.3. Insurance event caused with intent

**3.3.1.** The company will not be liable for an insurance event that the insured caused with intent. The company will be liable, however, if the insured is unable to understand the full consequences of his actions owing to age or mental state.

**3.3.2.** The company will not compensate for suicide or attempted suicide unless the claimant provides evidence that this was due to acute mental derangement caused by poisoning (other than self-inflicted intoxication) or shock and not mental illness in the medical sense.

### 3.4. Limitations on the scope of the policy

**3.4.1.** Special activities - sport The policy does not apply to accidental injury sustained during participation in special activities or sports specified in the Terms and Conditions under point D 5.1.8.

## 4. Settlement of claim - benefits

### 4.1. Death

If accidental injury results in death within 1 year, a death benefit in the amount of the sum insured specified in point G 1.1. will be paid. Any disablement benefit that has been paid for the same injury will be deducted. If the insured dies of another cause within 1 year of the accidental injury occurring, death benefit will not be paid. Unless otherwise agreed, the death benefit will be paid to the insured's spouse or in the alternative the heirs under the law or will. See also section 15 of the Insurance Contracts Act.

### 4.2. Disablement

If the accidental injury results in disablement that is assumed to be permanent within 3 years, disablement benefit will be paid. The full sum insured will be paid for total disablement and a proportionately reduced sum for partial disablement. If the insured dies more than 1 year after accidental injury occurred, disablement benefit will be paid provided that it may be assumed that the injury would have resulted in permanent disablement. If the insured dies within 1 year of the accidental injury occurring, disablement benefit will not be paid. Unless otherwise agreed, the disablement benefit will be paid to the insured.

#### 4.2.1. Calculation of degree of disablement

The degree of disablement will be established by a specialist/doctor on the basis of the Norwegian Ministry of Health and Social Affairs' disablement table of 21 April 1997. No account will be taken of profession, individual aptitudes or social position when establishing the degree of disablement. In the case of impaired sight the degree of disablement is estimated on the basis of visual power with corrective glasses. In the case of impaired hearing the degree of disablement is estimated on the basis of hearing ability using a hearing aid. Compensation must be fixed on the basis of the degree of disablement that may be assumed to be final. Compensation for one and the same injury cannot exceed 100% even if several limbs or organs are injured.

**4.2.1.1.** Assessment of disablement where functional capacity was already impaired

Loss of or injury to a limb or organ that was completely useless before the accidental injury occurred will not entitle the insured to compensation. If a limb or organ was already partly missing or useless, a proportionate deduction will be made when the degree of disablement is determined.

**4.2.1.2.** Assessment of disablement where disability already exists

In other cases of disability the degree of disablement will be estimated. The percentages listed in point 8.2.1.1 of the Ministry of Health and Social Affairs' disablement table will serve as a guide. In the case of disablement of the organs or limbs specified in the table the table's rates will always be the limit of the company's obligation to compensate.

**4.2.1.3.** Disfiguring injuries/dental damage

Injuries that are only disfiguring and dental damage will not entitle the insured to compensation.

**4.2.1.4.** Assessment of disablement/payment of compensation

The degree of disablement will be assessed 1 year after the accidental injury occurred. Compensation will fall due for payment on the anniversary of the injury. If either party is of the opinion that the degree of disablement could change, a request can be made for final settlement to be postponed up to a maximum of 3 years after the accidental injury occurred. The insured is under an obligation to allow himself to be examined by the doctor appointed by the company. If the insured does not fulfill this obligation, the company may stop all payment of compensation. The examination will be paid for by the company. If it can be assumed that the condition would be improved by surgery or other treatment and the insured refuses to submit to such treatment without reasonable grounds, assessment of the final degree of disablement will nevertheless take account of the possibility of improvement that such treatment might be assumed to have brought.

**4.2.2.** Treatment expenses

This only applies to members of the Norwegian National Insurance Scheme. If the accidental injury results in necessary expenses for treatment within 2 years of the date of injury, compensation of up to NOK 25,000 will be paid for the following expenses during this period:

- doctor
- dressings and medicine prescribed by a doctor
- artificial limbs
- treatment and stays in hospital and physiotherapy/treatment by a chiropractor when prescribed by a doctor
- travel to and from home for the treatment specified above. Compensation will be limited to the cost of the most reasonable means of transport taking account of the insured's condition.

Compensation will not be paid for expenses for stays/treatment in a private hospital or by doctors in private practice without public funding, nor will expenses for staying in a hotel, convalescent home, etc., be paid. The insured must submit a justified statement of the expenses for which compensation is being claimed and is only entitled to compensation for the amount by which the expenses exceed what can be claimed elsewhere. Expenses for dental treatment over and above what is specified in point D 2.1. will not be covered.

## H. General Terms and Conditions

The General Terms and Conditions apply in so far as they are not departed from in the Special Terms and Conditions or the Certificate of Insurance



## 1. Special limitations on the company's obligation to compensate

The company will not compensate for loss or injury, or any increase in loss or injury, that is caused directly or indirectly by or is connected with:

**1.1.** nuclear reactions, ionizing radiation, nuclear fuel or radioactive waste, use of missiles or the dangerous spread of biological or chemical substances.

**1.2.** radioactive, toxic, explosive or other hazardous properties of explosive nuclear assemblies.

**1.3.** war or warlike acts irrespective of whether war has been declared or not, rebellion or similar serious disturbances of public order.

**1.4.** an act of terrorism, but see point 1.6. Act of terrorism means any harmful act that appears to have had the purpose of causing serious personal injury, damage to property or other substantial loss with a view to influencing political, religious or other ideological bodies or causing fear in the population.

**1.5.** earthquake or volcanic eruption.

**1.6.** If an act of terrorism results in personal injury that is covered by policies regulated by Part B (Personal Insurance) of the Insurance Contracts Act, see section 10-1 of the Insurance Contracts Act, the exclusion for acts of terrorism in point 1.4. will not apply, however. The company's maximum liability for personal injuries resulting from such acts of terrorism is limited to NOK 500 million per event and in total per calendar year. This limitation applies in total for all personal insurance policies and all the company's customers. Personal injuries resulting from an act of terrorism that is also covered by one of the circumstances specifically excluded in points 1.1., 1.2. and 1.3. will not be covered under any circumstances.

## 2. Expert assessment

If a right to request expert assessment exists under the Terms and Conditions of Insurance, the following provisions on procedure apply: An expert opinion will be given by impartial experts. Each party chooses an expert assessor. If either party so wishes, he can appoint a separate expert assessor for specific things and in the case of curtailment loss for specific questions. Once one party has informed the other in writing of his choice, the other party must give notice of his choice within a week of receiving the information. The two experts assessors choose an umpire for the expert assessment. If either party so requests, the umpire must be resident outside the parties' domiciles and outside the municipality in which the insurance event took place. If one of the parties fails to choose an expert assessor, the assessor will be appointed on the party's behalf by the municipal court in the judicial district where the expert assessment is being made. If the expert assessors fail to agree on an umpire, he will be appointed in the same way. The expert assessors can obtain the information and carry out the investigations that they consider necessary. They are obliged to give their expert opinion based on the Terms and Conditions of Insurance. The two expert assessors will make the appraisal - answer the questions in the case of curtailment loss - without calling in the umpire. If they fail to agree, the umpire will be called in to give his expert opinion on the points disagreed on by the expert assessors in accordance with the same rules. If the umpire is called in, the compensation will be calculated on the basis of his expert assessment. The compensation must not, however, be outside the limits that the appraisals of the two expert assessors would mean. The parties will each pay for their own expert assessor, with the umpire's fee and any other costs of the expert assessment being shared equally between the parties.

The appraisal produced by the expert assessment is binding on both parties.

## 3. Interest

The insured is entitled to interest in accordance with section 8-4 or 18-4 of the Insurance Contracts Act.

## 4. Consequences of fraud

Anyone guilty of fraud against the company will lose all rights under the insurance contract and under other insurance contracts with the company in connection with the same incident and the company can cancel any insurance contract with him, see sections 4-2, 4-3, 8-1 or 13-2, 13-3 and 18-1 of the Insurance Contracts Act.

## 5. Cancellation

The company can cancel a current policy during the insurance period in accordance with the rules in section 3-3 or 12-4 of the Insurance Contracts Act:

- at 14 days' notice if incorrect or incomplete information regarding risk has been provided, see section 4-3 or 13-3 of the Insurance Contracts Act.
- with immediate effect if incorrect or incomplete information regarding risk has been provided fraudulently, see section 4-3 or 18-1 of the Insurance Contracts Act.
- at 1 weeks' notice if there has been fraud in connection with the settlement of claim, see section 8-1 or 18-1 of the Insurance Contracts Act.

The company can also cancel a current policy at 2 months' notice in accordance with the rules in section 3-3 or 12-4 of the Insurance Contracts Act if:

- there has been a breach of the safety regulations or other requirements limiting liability.
- use of the object insured or the insured's activities have changed in such a way that the company would not have taken on the policy if the new circumstances had existed on the acceptance date.
- a loss has occurred and cancellation is reasonable.

## 6. Legal interest

The insurance contract only covers a legal interest that can be valued in monetary terms.

## 7. Prohibition of gain

The policy must not lead to gain, but only compensate for a loss that has actually been sustained within the framework of the insurance contract. The sum insured does not constitute proof of the value of the object or interest.

## 8. The Insurance Contracts Act and applicable law

The Norwegian Insurance Contracts Act of 16 June 1989 also applies to the insurance contract. Norwegian legislation applies to the insurance contract in so far as this is not inconsistent with Norwegian Act No. 111 of 27 November 1992 on Choice of Law in Insurance or it has been otherwise agreed. Eurocard Gold Travel Insurance is not covered by the rules regarding free right to move, see the Insurance Contracts Act of 29 April 2005.

## 9. Legal venue

Disputes arising from the insurance contract shall be settled by the Norwegian courts unless this is incompatible with mandatory rules in current legislation or it has been otherwise agreed.

## **10. Currency**

Premiums, sums insured, compensation, etc., arising from the insurance contract will be calculated in Norwegian kroner (NOK) unless specified otherwise in the Terms and Conditions or Certificate of Insurance.

## **11. Right of appeal**

If a dispute arises with Codan, either party can ask for the matter to be considered by an appeals board under section 20-1 of the Insurance Contracts Act by contacting:

The Norwegian Bureau for Insurance Disputes  
Post Box 53, Skøyen  
0212 Oslo Norway  
Tel: +47 2313 1960

In the case of adjudication by the courts, disputes shall be settled in accordance with Norwegian law with Oslo District Court as the legal venue.

Eurocard, filial av Eurocard AB  
Filipstad Brygge 1  
Post Box 1672 Vika  
0120 Oslo Norway  
Tel: +47 2101 5320  
eurocard.no

## **ASSISTANCE**

If assistance is required in connection with a serious illness or accident, contact our alarm center.

Tel: +45 7010 5050 /+ 47 67 22 43 00 (24 hours)  
Fax: +45 7010 5056

### **Address:**

SOS International  
Nitivej 6  
2000 Frederiksberg  
Denmark

## **BLOCKING A CARD**

If your card is lost or stolen, phone our 24-hour card-blocking service on +47 2101 5320.