

Business travel - Conditions BBPRM138E

Conditions of 01.08.2018. Superseding conditions of 01.03.2018.

This is a translation of the original Norwegian terms and conditions. In case of any discrepancies, the wording of the original shall prevail.

1. What the insurance covers

The insurance includes the following covers:

- journey cancellation
- travel delay
- luggage
- disease
- evacuation
- deductible rented car
- liability whilst travelling
- legal expenses.

2. Journey cancellation

2.1. Insured events

When the Insured is unable to undertake the journey, the Insured may be entitled to cover under the insurance. Cancellation must be due to acute illness, serious accidental injury, acute unforeseen and serious deterioration of a chronic condition known prior to booking the ticket, or to death in relation to:

- the Insured
- the Insured's close relatives
- the Insured's travelling companions. By travelling companions, we mean up to four people in addition to the Insured who are travelling to the same destination/during the same period
- the close relatives of the Insured's only travelling companion

Cancellation is also covered in cases where:

- a close relative of the Insured or of the Insured's only travelling is reported missing and a public search or rescue operation is being undertaken
- a scheduled specific date for surgery or treatment is changed so that the journey cannot be undertaken. The date must have been set before the journey was booked, and the surgery/treatment must be medically necessary and scheduled to be performed at a hospital
- damage is caused to the Insured's own home, second home, commercial property, business or office, where the presence of the Insured is required
- at the time of commencement of the journey it is considered dangerous to travel to the destination. Company adheres to the assessment provided by the Norwegian Ministry of Foreign Affairs, specifying the areas where it is not recommended to travel. Even if the Norwegian Ministry of Foreign Affairs does not advise against travelling to the area in question, the Company may agree with the Insured that the cancellation cover will apply. This may be relevant if staying in the area in question poses an imminent danger to life or health.

The circumstances referred to above must occur after the journey has been booked.

The Insured's travel companion is defined as a person with whom the Insured will be travelling during the entire journey. Children under the age of 21 are not regarded as travel companions when travelling with their parent or other guardian.

It is a condition of cover that the travel insurance has been effected prior the Insured making the first payment of travel costs.

Close relatives

- the family in a direct line of ascent or descent of the Insured and of the Insured's spouse/registered partner/cohabiting partner and the spouse/cohabiting partner and children of such family
- the brothers and sisters, uncles/aunts, brothers-in-law/sisters-in-law and nephews/nieces of the Insured and of the Insured's spouse/cohabiting partner
- a person with whom the Insured has a child/children.

Exclusions

No cover is provided under the insurance when the cancellation is due to:

- one of the primary purposes of the journey no longer applying
- pregnancy and voluntary abortion
- pregnancy complications and birth from the 36th week of pregnancy
- that pregnancy is voluntarily terminated
- a stay in hospital/investigation/treatment/recuperation taking longer than expected.

2.2. Cover provided

The Company will pay the cancellation costs incurred by the Insured. Cancellation costs are defined as amounts paid by the Insured which are directly related to travel and accommodation.

Any pre-paid tickets for events in connection with the journey will also be covered.

If cancellation cover has been taken out with the tour operator, the Insurer will only cover the amount paid for such cancellation cover and the administrative fee charged by the tour operator.

If the cancellation costs are not specified for each person, costs will be allocated based on an equal share for all travellers.

Cover for cancellation costs arising out of the same event or the same journey is limited to NOK 100 000 per insured person per claim.

Exclusions

The Company will not pay for:

- cancellation charges incurred by the Insured after the occurrence of the event giving rise to the cancellation expenses for which a refund can be obtained from another source (tour operator, hotel etc.)
- loss of bonus points
- taxes and public charges
- loss of earnings
- annual costs of timeshare homes or other property.

3. Travel delay

3.1. Delay in departure

Insured events

The Insured may be entitled to cover under the insurance if a pre-booked public means of transport by which the Insured is intended to travel is not running on schedule.

The delay must be caused by adverse weather conditions, technical failures, emergency landing or acts/threats of terrorism. Technical failures include the means of transport as well as any systems and infrastructure necessary to ensure a smooth flow of traffic.

Calculation of compensation

Cover for reasonable and necessary additional costs incurred to reach the destination by the planned route, or overnight accommodation at the place of departure, is limited to NOK 3 000 for each claim.

3.2. Late arrival

Insured events

The Insured is entitled to cover under the insurance when the Insured arrives too late for a pre-booked means of transport.

The delay must be due to collision, skidding, technical failures, emergency landing or adverse weather conditions affecting the means of transport by which the Insured is intended to travel. Delays caused by acts/threats of terrorism are also covered by the insurance. When the Insured travels by public transport, technical failures also include systems and infrastructure necessary to ensure a smooth flow of traffic.

Calculation of compensation

The Company will pay any reasonable and necessary additional costs incurred to change the original ticket or to buy a new ticket. It is a condition of cover that the tour operator is unable to arrange for the planned journey to be resumed within 24 hours.

Additional costs of overnight accommodation will be covered if the delay makes it impossible to continue travelling the same day. Cover for additional costs incurred to buy a new ticket and to pay for overnight accommodation is limited to NOK 50 000 for each claim.

Cover for additional costs incurred to pay for overnight accommodation is limited to NOK 3 000 within the sum insured.

If a private vehicle is used, the Insured will receive an allowance of NOK 2.50 per kilometre.

3.3. General exclusions

No compensation is given for loss of earnings or expenses such as:

- expenses for which a refund can be claimed from a tour operator, transport operator, airline company or other source

- expenses due to strikes
- due to staff shortage
- due to a flight delay, cancellation or overbooking covered by EU Regulation 261/2004, when the airlines are liable for such expenses.

4. Luggage

Luggage is defined as personal items carried or worn by the Insured for his/her own use while travelling and staying in his/her accommodation. Luggage includes items loaned or rented by the Insured which the Insured carries or wears as his/her own items during the entire journey.

A separate agreement may be made to extend cover for luggage. The agreed sum insured will be stated on the certificate of insurance and will apply in addition to the sum insured set out in clause 4.2.

4.1. Insured events

Luggage delay

Cover may be provided for luggage delay when:

- checked-in luggage does not arrive with the same means of transport as the insured
- the luggage is mixed up by mistake and is not received by the right person within four hours
- checked-in luggage is not available due to a flight delay involving an involuntary stopover.

This only applies if the delay results in extra overnight accommodation (transit).

Exclusions

The Company will not pay for:

- expenses for which a refund can be obtained from a tour operator, transport operator, airline company or other source
- luggage delay if the last flight on the return journey is delayed. This also includes students/commuters en route to their home address registered in the Norwegian National Registry
- delay caused by strike or lockout.

Loss of or damage to luggage

The following are covered by the insurance:

- loss of or damage to checked-in luggage. The luggage is considered lost if the carrier is unable to recover it within 21 days
- theft or robbery of luggage. Please refer to Sections 321 and 327 of the Norwegian Criminal Code (Straffeloven)
- damage directly caused by animals that do not belong to the insured persons, or which were not in the care of the insured persons at the time of the damage or injury
- luggage damaged directly in a traffic accident such as collision or skidding of motor vehicles or bicycles
- luggage damaged directly or lost as a result of a boat running aground, colliding with another vessel, overturning or sinking
- luggage damaged directly or lost as a result of fire, explosion, soot damage, lightning or water leaking

into/entering a building

- luggage damaged directly or lost as a result of natural disasters such as landslide, storm, flood, storm surge
- earthquake or volcanic eruption. Please refer to the Norwegian Act on Natural Damage Insurance (Lov om naturskadeforsikring)
- wilful damage. Wilful damage means that another person directly and unlawfully damages or causes the loss of the Insured's luggage. Please refer to Section 351 of the Norwegian Criminal Code (Straffeloven). The luggage must be in the possession of the Insured. If the damage is inflicted by a person who has been allowed to borrow or use the item, this is not considered to be wilful damage.

Exclusions

Cover is not provided for:

- items which are lost or left behind
- loss of or damage to bicycles and accessory parts occurring in the local authority area in which the Insured resides, studies or works
- external damage to the checked-in luggage (suitcase or the like) during transport
- rips, scratches, scuffs, stains and similar damage to suitcases, bags, backpacks, prams, bicycles, canoes and kayaks
- objects belonging to the insured's school where the insured is a pupil
- loss of or damage to luggage, when the insured stays at a fixed place of work, school or educational establishment. This does not apply when the insured participates in leisure activities at these places
- movable property rented during the actual stay, e.g. a rented bicycle or ski equipment
- loss of or damage to checked-in luggage when the carrier is responsible for such damage under the transport regulations
- loss of or damage to motor vehicles, motorcycles, boats, personal water crafts or snowmobiles. The exclusion also applies to accessory parts
- loss of or damage to securities (including credit vouchers, gift vouchers, etc.), documents, computer files and software
- financial loss in excess of the loss of/damage to the physical items which are insured
- wilful damage caused by a person falling within the definition of the Insured's close relatives. Please refer to the definition of "close relatives" in clause 2.1 of the General terms and conditions.

4.2. Calculation of compensation

Luggage delay

The Company will pay for expenses incurred to purchase any necessary clothes, toiletries etc.

Cover is limited to NOK 5 000 in the event of luggage delay or luggage mix-up. Cover is limited to NOK 500 in connection with any transit (clause 4.1).

The purchases must be made in the period in which the luggage is missing and documented by original receipts.

Loss of or damage to luggage

Cover is limited to NOK 100 000 per insured person per claim.

If the cover "Increased sum for personal luggage" has been taken out, this will be stated on the certificate of insurance. The agreed sum insured will apply in addition to the sum insured referred to above.

The sum insured covers:

- for individual items with accessories, cover is limited to NOK 20 000 per item
- cover for bicycles, canoes and kayaks is limited to NOK 10 000 per item with accessories
- cover for keys is limited to NOK 4 000 per claim
- cash up to NOK 6 000 per claim
- lost tickets and passports issued in the insured's name and any necessary additional travelling and accommodation costs resulting from the lost travel documents up to NOK 20 000
- items belonging to an employer are covered up to a sum of NOK 30 000.

The company may decide whether compensation for the claim will take the form of:

- a cash settlement
- a repair
- the company providing a similar or very similar item.

The cash settlement is limited to the amount the company would have paid to have the item repaired or replaced. The Company may decide which repairer or supplier is to be used. If the Company chooses to settle the claim by replacing the item, the Insured must pay the excess to the Company. If an item is damaged, the Company will pay for the repair. However, this will only apply if the cost of repairing the item is lower than the value of the item.

The value of the item is calculated on the basis of the retail price for a similar item from the supplier at the time of the damage. A deduction will be made for depreciation, age and probable useful life of the item. A deduction will only be made when depreciation amounts to one third or more of the retail price for a similar item from the supplier.

If an item of a very similar quality cannot be obtained, the market value is paid. If a lost item is recovered following payment of the claim, the Insured is entitled to keep the item in return for paying back the compensation received. If the Insured does not wish to keep the item, it will accrue to the Company.

Mobile telephones

From the second time a mobile phone is lost or damaged, the deductible will be NOK 2 000. This applies within a period of three insurance years.

5. Disease

5.1. Conditions of cover

The Insured may be entitled to cover under the insurance for disease repatriation, journey interruption and replacement journey if, in the course of a journey, the Insured should suffer from:

- acute illness
- accidental injury
- unforeseen, acute and serious deterioration of an illness/disorder which was known before commencement of the journey.

Repatriation cover will only be provided in serious cases.

5.2. Disease suffered by the Insured

Insured events

If the Insured suffers any of the conditions referred to in clause 5.1, any necessary costs incurred by the Insured in this respect will be covered by the insurance.

Calculation of compensation

Cover is provided for the following reasonable and necessary costs:

- doctor's fee
 - hospitalisation for up to 60 days
 - medicine, bandages and similar articles
 - rental of crutches and wheelchair
 - physiotherapy prescribed by doctors
 - transportation costs in connection with medical treatment.
- If a private vehicle is used, NOK 2.50 will be paid per kilometre based on the shortest route to the place of treatment
- documented expenses for telephone calls to Tryg Alarm (emergency helpline) or the Company.

Continued treatment abroad

Expenses for continued stay and treatment abroad will be covered until repatriation is medically justifiable. Tryg Alarm and the attending doctor will jointly assess when repatriation is viable.

Postponed return or onward journey

If the Insured is prevented for medical reasons as mentioned in section 5.1 from adhering to the planned itinerary, necessary additional accommodation and subsistence costs are covered. Cover is provided for any additional costs incidental to resuming the planned route. If the Insured's close relatives residing at the travel destination are affected, during the Insured's journey, by any of the serious and unexpected incidents mentioned in section 5.1, reasonable and necessary additional accommodation and subsistence costs are covered.

Please refer to the definition of 'close relatives' in clause 2.1 of these terms and conditions. The Insured must always obtain the approval of the Company or Tryg Alarm prior to postponing the onward journey.

Summoning a person from home and patient accompaniment

Reasonable and necessary expenses for up to two close relatives to either be summoned, or to stay at the travel destination with the Insured (patient accompaniment). The Insured must always obtain the approval of the Company or Tryg Alarm prior to any summoning of persons from home or patient accompaniment. The cover of necessary travel costs will be based on the cheapest form of travel. Reasonable and necessary expenses for overnight accommodation and meals are also covered.

In case of summoning of person(s) from home, the Company covers necessary expenses for one journey and accommodation per person.

5.3. Disease suffered by the Insured's only travelling companion

Insured events

The Insured may be entitled to cover under the policy if the Insured's only travelling companion or a close relative of the Insured's only travelling companion suffers any of the conditions referred to in clause 5.1.

The Insured's travel companion is defined as a person with whom the Insured will be travelling during the entire journey. Children under the age of 21 are not regarded as travel companions when travelling with their parent or other guardian.

Calculation of compensation

The Company will pay any necessary additional costs incurred by the Insured for:

- accommodation and meals
- resuming travelling by the planned route onward or home
- repatriation as mentioned in section 5.4.

Cover for necessary additional costs is limited to NOK 35 000 for each claim for each insured. All travel companions insured are covered, including children who are not regarded as travel companions for the purpose of this section.

5.4. Repatriation

Insured events

If the Insured suffers any of the conditions referred to in clause 5.1, the Company will pay for the Insured's repatriation.

Repatriation will also be covered in the event of:

- death of the Insured
- a close relative of the Insured or the Insured's only travelling companion being reported missing, resulting in a public search or rescue operation being undertaken
- damage being caused to the Insured's home, second home, commercial property, business or office, where the presence of the Insured is required
- acute and serious illness, serious accidental injury or unforeseen death of a close relative. Please refer to the definition of "close relatives" in clause 2.1 of these terms and conditions.

The incidents covered by the insurance must be serious, and occur after commencement of the Insured's journey. Repatriation prior to the scheduled return date must be a medical necessity. The Insured must always obtain the approval of the Company or Tryg Alarm prior to any repatriation.

Calculation of compensation

The Company will pay any necessary additional costs incurred in repatriating the Insured. If a person is required to accompany the Insured home, any necessary additional costs incurred by such a person in this respect will be covered.

Exclusions for repatriation

The Company will not pay for any costs of transport between the Insured's temporary place of residence and the Insured's official place of residence.

5.5. Journey interruption and replacement journey

Insured events

The Company will pay compensation for unused travel days:

- if the Insured is hospitalised
- if the Insured must stay in bed all day on the doctor's orders
- if the Insured is eligible for cover under clause 5.4 on repatriation or clause 6 on evacuation
- upon the happening to the Insured's only travelling companion of any of the events specified above. Travel days mean all the calendar days of the journey from the journey starts to the journey ends.

Calculation of compensation

Compensation will be calculated on the basis of the travel costs. Travel costs are defined to include the costs of transport, meals and overnight accommodation paid prior to departure. If a private vehicle is used, the insured will receive an allowance of NOK 2.50 per kilometre based on the shortest route to the destination. Tryg will pay for unused travel days relative to the planned length of the journey. Compensation is limited to NOK 1 500 per day and NOK 100 000 in total per insured.

When the insured must stay in bed on the doctor's orders, cover will, at the earliest, be provided from the time of the first consultation with the doctor. If the insured is entitled to compensation because of hospitalisation, repatriation or evacuation, and hence uses less than 50% of the journey, compensation is given for all travel days (replacement journey). This also applies if the insured's only travelling companion is affected by any of the same events.

If the travel costs are not specified for each person, costs will be allocated to each individual based on an equal share of the total amount. A family member participating in the journey will also be covered if both persons have taken out travel insurance with the insurer.

Exclusions for journey interruption and replacement journey

No compensation is paid for an illness/disorder or injury sustained on the day you travel home, on business journeys or journeys planned to last longer than stated in the policy. Annual costs of timeshare homes or other property are not refunded.

5.6. Substitution and return journey for the insured party

Insured events

If the insured party must return home as a result of the matters stated in section 3.3, the policy shall cover ordinary travel expenses for:

- the insured party's return journey, or
- the substitute's journey/return journey to the insured party's place of work.

It is a prerequisite that the substitute be dispatched by the employer to take over the insured party's work. The insured party's return journey or the substitute's journey to the place of work may take place no later than one month after the insured party's repatriation/return home has occurred.

Calculation of indemnity

The company will pay ordinary travel expenses from the Nordic country to the to the insured party's place of work and back.

5.7. General exclusions

The Company will not pay for:

- loss of earnings
- expenses incurred in connection with pregnancy or birth as from the 36th week of pregnancy
- claims resulting from any illness or condition known prior to departure if the purpose of the journey is to have treatment or surgery for this condition
- expenses arising in connection with the illness or condition due to any planned or expected treatment/surgery prior to departure not being carried out after all
- expenses arising due to a complication or aggravation of a pre-existing illness/ailment, when an objective medical assessment deemed complication or aggravation during the trip likely to happen
- expenses incurred after completion of the journey
- claims pertaining to dental injuries or dental disease
- claims arising due to altitude sickness
- expenses incurred for search and rescue operations
- expenses incurred for bringing a relative if the insured event occurs or the Insured is hospitalised or admitted to an institution in the local authority area where the Insured resides, works or studies.

6. Evacuation

6.1. Insured events

The Company will pay the costs of evacuation from the destination to the place of residence in the Nordic region. This applies when the Norwegian Ministry of Foreign Affairs recommends leaving the area in question or has advised against travelling to the area. Even if the Norwegian Ministry of Foreign Affairs does not advise against travelling to the area in question, the Company may agree with the Insured that evacuation cover will apply. This may be relevant if staying in the area in question represents an imminent danger to life and health. The Company will pay the costs of evacuation if the Insured is staying in an area where any of the following events occur (see clause 4 of the general terms and conditions):

- war or major disturbances
- acts of terrorism
- natural disasters
- epidemics.

Act of terrorism

Tortious acts with the intention of causing serious property damage or personal injury (or any other considerable loss) for the purpose of influencing political, religious or other ideological bodies. The purpose may also be to put the public in fear.

Natural disaster

Natural disaster is defined as sudden and unexpected forces of nature/natural phenomena of extraordinary, extreme and violent character.

Epidemic

Epidemic is defined as a contagious and serious disease that spreads rapidly between people.

Exclusions

The Company will not pay the costs of evacuation if the Insured has travelled to the area after the current situation has arisen or a warning has been issued. The Company will not pay for expenses for which a refund can be obtained from another source. This applies to expenses which, according to law or contract, must be refunded by a carrier, travel agency, hotel etc.

6.2. Calculation of compensation

The Company will pay any necessary additional costs for accommodation, meals and transport in case of evacuation from the destination to the place of residence in the Nordic region.

7. Deductible rented car

7.1. Insured events

The company covers the deductible in case of damage to or loss of a car rented for the insured's own use during the journey. This applies to any deductible to be paid by the insured under the rental agreement made with the car rental firm.

Exclusions

The company does not cover:

- the deductible in case of damage to or loss of a car rented for the purpose of moving or collecting goods
- any vehicle other than a car
- a car hired in a context other than for leisure travel
- a car belonging to a car share scheme or car pool.

7.2. Calculation of indemnity

The company covers deductible up to NOK 10 000 per claim.

8. Liability whilst travelling

8.1. What the insurance covers

The insurance covers any personal injury or property damage for which the Insured is legally liable in his/her capacity as a private individual. Applicable law in the country where the harmful act occurs will be used as a basis for determining whether the Insured is legally liable. The injury or damage must be discovered during the period of insurance. All types of injury or damage that are caused by the same event giving rise to a claim will be linked to the time when the first damage or injury was discovered.

8.2. Exclusions

The insurance does not cover any liability incurred by the Insured which is specified in this clause.

Real property

Liability as owner of real property.

Agreement and guarantee

Liability when such liability is based solely on a commitment, agreement, contract or guarantee.

Damages and fines

Liability pursuant to Section 3-5 and Section 3-6 of the Norwegian Compensatory Damages Act (Lov om skadeserstatning) or for fines, fees etc.

Property belonging to others

Liability for damage to property (including real property) that belongs to others, but where the Insured, or someone on the Insured's behalf, has received such property for: use, rental, lease, loan, relocation or storage. However, the insurance does cover the Insured's liability for damage to a leased home at the premises insured if such damage is caused by fire, explosion, escape of water or fuel oil from the pipeline of a building.

Intent

Liability for personal injury or property damage caused deliberately by the Insured, see Section 4-9 and Section 4-14 of the Norwegian Insurance Contracts Act (Lov om forsikringsavtaler).

Motor vehicles etc.

Liability as owner, driver or user of a motor vehicle, self-propelled working machine, aircraft, sailing boat, motor boat, trotting horse or racehorse.

Demolition and excavation

Liability for property damage resulting from demolition and excavation work.

Work and commercial activities

Liability arising from the performance of work and commercial activities.

Pollution

Liability for pollution if the cause of such pollution is not sudden and unforeseen.

Dry rot

Liability for property damage when such damage is caused by dry rot or slow ingress of moisture.

Contagious disease

Liability for the spread of a contagious disease.

Co-owner

Liability to any co-owner for damage to jointly owned property.

Family

Liability to close relatives. Close relatives include any spouse/cohabiting partner. Close relatives also include any children, grandchildren, parents, grandparents, brothers and sisters, sons-in-law and daughters-in-law, brothers-in-law and sisters-in-law of the Insured and the Insured's spouse/cohabiting partner.

8.3. Sum insured

Cover is limited to NOK 15 million for any one incident.

8.4. The Insured's duties in the event of claims

Where the Insured ought to be aware that the Company may receive a claim for indemnity against a third party, the Insured must take any necessary measures to defend against the claim until the Company is able to safeguard its interests.

When a claim has been made against the Insured, or directly against the Company, the Insured undertakes, on his/her own account, to:

- provide the Company with the information and documents available to the Insured and which the Company requires to be able to assess its liability and pay the indemnity
- perform the inquiries and investigations which the Company considers necessary and to attend any negotiations or legal proceedings.

The Insured may not accept any liability or negotiate claims for compensation without the Company's prior consent.

8.5. The Company's duties in the event of claims

When a claim is covered by the insurance, the Company undertakes to:

- assess whether liability exists
- negotiate with the claimant
- pay indemnity when liability exists. The Company is entitled to pay any indemnity directly to the claimant.

The Company also undertakes to pay any necessary costs incurred in connection with the settlement of the claim. This applies even though the sum insured is thereby exceeded. If the claim is only partly covered by the insurance, costs will be divided between the parties according to their financial interest in the case.

If the Company is willing to settle the case amicably or provide the sum insured, the Company will not pay for any costs incurred at a later date.

If a claim is made against the Company, the Company must

notify the Insured without undue delay and keep the Insured informed about the further processing of the claim. Any concessions made by the Company to the claimant will not be binding on the Insured.

9. Legal aid

9.1. Legal aid whilst travelling

The cover will apply to cases where the Insured becomes a party to a dispute in his/her capacity as a private individual. The dispute must have arisen out of circumstances occurring during the first three months of a journey outside the Nordic region.

9.2. What the insurance covers

Cover may be provided for reasonable and necessary costs payable to:

- lawyers
- registered persons providing legal assistance
- courts of law
- lawyers acting as mediators who have been approved by the Norwegian Bar Association
- specialists who have been approved in advance by the Company
- witnesses in connection with oral proceedings and the taking of evidence.

Fees payable to any courts of appeal will not be covered by the insurance.

9.3. Insured events

Cover may be provided in case of disputes that can be brought before the ordinary courts of law. A dispute is understood to mean that a claim has been made and contested, in full or in part, either orally or in writing. Continued silence of the opposing party may be deemed to constitute a dispute. A dispute which involves several issues and which can be taken to court under the same claim is considered as one dispute.

9.4. Exclusions

The insurance does not cover expenses arising out of:

- disputes related to the Insured's work or commercial activities
- disputes which are solely a matter for the Norwegian enforcement authorities. Please refer to Section 2-1 of the Norwegian Enforcement Act (Lov om tvangsfullbyrdelse). This exclusion does not apply to rent disputes relating to immovable property covered by the insurance
- disputes connected with legal separation, divorce, child custody, access, paternity, inheritance, claims for reversal of gifts, maintenance, division of property, separation of joint finances set up by cohabiting partners, dissolution of the joint household and probate cases
- debt settlement proceedings, bankruptcy proceedings or negotiations for an arrangement if the Insured is bankrupt or a debtor in the arrangement

- criminal proceedings, defamation proceedings and claims in similar cases when the Insured is a suspect or has been charged, indicted or is a defendant
- disputes concerning public authority decisions. However, the insurance does cover the costs of legal proceedings when the administrative appeal option has been exhausted. As regards legal proceedings, any costs incurred in connection with consideration by public authorities are excluded
- disputes where, at inception of the insurance, the Insured was already aware of circumstances which later formed the basis of the dispute, and realised or should have realised that the dispute could arise
- disputes involving legal entities. For example, companies, estates in connection with public administration, housing associations, cooperatives, foundations, etc. The exclusion also applies when the above legal entities represent the Insured
- disputes concerning compensation under Section 3-3 (certain offences against the person), Section 3-5b and Section 3-6 (defamation and invasion of privacy) of the Norwegian Compensatory Damages Act (Skadeserstatningsloven)
- disputes arising from illegal acts on the part of the Insured
- disputes concerning real property owned by the Insured or the purchase/sale of a property or leases (timeshare)
- disputes involving any motor vehicle, self-propelled machinery, boat, aircraft, trotting horse or racehorse, or when the Insured is a party to the dispute in his/her capacity as owner, driver or user of such property. Canoes, kayaks and surfboards are not considered as falling within the definition of a boat. In this context, non-motorised hang gliders and paragliders are not considered as falling within the definition of an aircraft.

9.5. Cover provided

The Company will pay any reasonable and necessary costs incurred. Documentation must be provided for such costs. Following any legal proceedings, the Company's liability is limited to costs which, at the court's discretion, were necessary in order to ensure proper consideration of the case. Any questions concerning the reasonableness of costs may be submitted to the Norwegian Bar Association. It is the duty of the Insured to limit costs and pay for costs incurred without any reasonable cause. The Company's liability is limited to the Insured's estimated financial interest in the case. All costs beyond this limit must be approved by the Company in advance. The total compensation that the Company will pay in any one dispute is limited to the sum insured even if there are multiple parties on the same side. This also applies if the parties in question have taken out legal aid insurance with different insurers.

Legal costs

Any legal costs awarded will be deducted. However, these legal costs will be covered when the Insured can demonstrate that the opposing party is not worth suing. No cover is provided for legal costs that the Insured is ordered to pay. If a settlement is reached after the Insured has been awarded legal costs by a court, the Insured must obtain in advance the approval of the Company if it is to be agreed that each party is to bear its own costs. Without such approval from the Company, any legal costs awarded by the court will be deducted from the indemnity.

Sum insured

The maximum that the Company will pay in any one dispute is NOK 100 000.

9.6. Other provisions

Reporting period

If the Insured wishes to make a claim under the legal expenses cover, the Company must be notified as soon as possible and not later than one year after the dispute has arisen and a lawyer or registered person providing legal assistance has been engaged. Such notification must be made in writing. The reporting period in disputes concerning measures on the part of public authorities will commence from the time when the options for consideration by the public authorities have been exhausted. In the event of disputes that fall exclusively under a special court, the reporting period will commence from the time when the case is brought before the ordinary courts of law.

Choice of lawyer or registered person providing legal assistance

The Insured will choose a lawyer or a registered person providing legal assistance who is suitable for the task at hand based on the nature of the case and the Insured's place of residence. Where there are multiple parties on the same side who share similar interests, the Company may request that all parties use the same legal assistance.

The Company's right to information

The Company must be kept informed of the amount of expenses for which cover is requested under the insurance. The Insured must inform the Company of any expenses incurred in connection with consideration by the special court or in connection with any consideration by public authorities of complaints concerning public authority decisions. In connection with claims for settlement, the Company has the same right as the Insured to receive documentation showing how the lawyer has calculated his/her fee. Before the final settlement is made, the Company may request documentation showing that the excess has been paid. On final settlement of the case, documentation of the decision in the case must be submitted.