



# GoMore

Terms and Conditions and Proof of  
Insurance 2020

The insurance agreement consists of insurance certificates and following insurance terms and applies to cars that are approved rentals via GoMore.no. The terms and conditions

specify what the insurance covers, which exceptions that apply and how compensation is calculated. Provisions which apply to all parts of the insurance come first. Then come provisions for each coverage. In addition, the General Terms and Conditions apply for all our policies.

## PREREQUISITES AND SCOPE

It is important that both lessee and lessor ensure that the following conditions are met. If they are not observed, this will mean that the right to compensation may be reduced or will lapse. Neither the lessee nor the lessor will be able to obtain insurance coverage under the liability and comprehensive motor insurance if the compensation lapses.

### **Prerequisites for coverage of rentals between private individuals are as follows:**

- The car is registered with the owner/user as a private individual and registered for private use, private transport (van) or rented via GoMore
- If it is a rental car, the car must be leased through GoMore, and the private lessee must be the provider.
- The car's total weight is up to 3,500 kg
- The car's new value does not exceed NOK 1,000,000
- The current mileage of the car does not exceed 250,000 kilometers
- The car is not older than 15 years from the date of registration
- The car is insured under current Norwegian law and has full comprehensive motor insurance
- The lessee and any additional drivers of the car must be at least 23 years old, have a valid Norwegian driver's license and have had the driver's license for at least 3 years. The driver's license number of the lessee and any additional drivers must be stated in the rental contract. With the addition of extra drivers after the rental agreement is signed, the driver's license number of the extra driver(s) must be documented
- GoMore will keep a photo of the driver's license and passport/national ID card if the lessee is a non-Nordic citizen
- The Vehicle Registration Card must not be kept in the car while it is rented.
- The car may not be used for commercial purposes, however, the car may be used for traveling to and from work and meetings
- The lessee has purchased coverage for driving abroad when entering into the rental agreement if the car is to be driven outside Norway
- The lessor provides the green card and part 1 of the Vehicle Registration Card that the lessee will take with him/her when driving outside Norway.

### **Damage Documentation**

In the case of an accident, it is important that you collect the information to be used for processing of the damage. This information applies to the parties involved: the vehicle's registration number, name and address as well as witnesses' name and phone number.

It's also a good idea to take pictures of damage to the cars with your mobile so that the scope and involvement are documented.

### **If you drive abroad**

It's always a good idea to include the International Damage Form if you want to drive abroad. The form is 2 pages to be completed and signed on-site with a copy to each party. Never sign anything you do not understand. It may be legally binding in a lawsuit. If in doubt, make a note that you do not understand the full wording.

You can find the form by going to tryg.no or by contacting GoMore.

# GOMORE - BIL

Terms apply from 01.02.2020.

## PROOF OF INSURANCE

### 1. SAFETY REGULATIONS

#### 1.1. WHAT ARE THE SAFETY REGULATIONS

Safety regulations describe how the insured and others should behave in order to prevent and limit damage and injury. Please refer to Section 1-2 (e) of the Norwegian Insurance Contracts Act. The Company reserves the right to decide that it is wholly or partially free from liability if a safety regulation is infringed. If insured events arise due to a safety regulation having been infringed, a decision is made as to whether the Company will pay any compensation and, if so, how much, while taking into consideration the degree of blame, loss experience and the other circumstances. Please refer to Section 4-8 of the Norwegian Insurance Contracts Act.

#### 1.2. SAFETY REGULATIONS

##### *Driver's license*

The driver of the vehicle must have a valid driver's license.

##### *Maintenance*

Requirements for use and maintenance (service) given by the manufacturer and/or supplier must be observed. Maintenance must be documentable. The engine power (hp) must not be changed.

##### *Use*

The vehicle's goods and loose equipment must be properly secured. Luggage box must be securely locked at all times and attached to the vehicle when the box is used for storage.

##### *Vehicle Registration Card part 2*

The Vehicle Registration card part 2 must not be stored in the car or otherwise made available to the lessee.

##### *Locking. Keys.*

The vehicle must be kept closed and locked when there are no people inside. Keys must be kept separate from the vehicle when it is not in use and kept unavailable to unauthorized persons.

##### *When you leave the car*

To avoid theft of the car, always remove the key, whether you leave the car for a brief moment, for example, at the gas station or in the garage at home. If the car is stolen while the key is in the ignition or in the car, the theft or coverage for damage to the car can be rejected. At the same time, you must ensure that the doors, windows and sunroofs are locked and closed. Valuable items and mobile electronic equipment, such as GPS, should be removed from the passenger compartment or placed in a locked glove compartment, regardless of whether it is standard equipment for the car.

##### *If the keys are stolen or the lessee loses the keys in any other way*

In this case, the lessee must contact the lessor immediately. The person who has the car in his/her custody is responsible for minimising the risk of theft of the car as quickly as possible, for example, by blocking the car with another car or placing the car far from the place of residence/place where the key was lost. The lessor must also contact Tryg by phone or email so that Tryg can assess the risk and whether a lock change of the door and/or ignition is required. If the lessee/lessor infringes this responsibility, theft or coverage for damage to theft on the vehicle may be rejected.

##### *Obligations due to accidents, breakdowns, parking etc.*

When leaving the car due to an accident, breakdown, parking and the like, it is important that you secure the car. To the extent possible, the car must be placed off the roadway and not be of danger to or in the way of other traffic. Requirements to check for applicable legalities must be observed and the car should be removed as quickly as possible if it does not comply with this.

The left car must be visible in such a way that clearly shows that the car is disabled, for example, with use of flashing warning lights and warning triangle.

## **2. CHANGE IN RISK**

### **2.1. DUTY TO INFORM ABOUT ANY CHANGES**

The price of the insurance is calculated on the basis of certain conditions as shown in the of proof of insurance. The insured is therefore obliged to notify the Company of changes in such circumstances. If changes have been made which the Company is not aware of and a claim is made, the compensation may be reduced.

The compensation will be reduced if there is damage due to the change, and this has not been agreed upon with the Company. The compensation is then reduced by a percentage, based on the ratio between the price paid for the insurance and the price that should have been paid. Please refer to Section 4-7 of the Norwegian Insurance Contracts Act.

The price depends, inter alia, on:

- that the security measures that are given a discount for, are kept equal
- that the vehicle is not used for commercial rent
- that the vehicle is not used as a taxi

### **2.2. LAPSE OF LIABILITY**

The Company reserves the right to decide that it is wholly free from liability for insured events due to a change in a particular factor of significant relevance to the risk. Please refer to Section 4-6 of the Norwegian Insurance Contracts Act.

#### *Racing and speed tests*

The vehicle must not be used for participation in or training for racing and speed tests.

#### *Off-road driving*

The vehicle must not be used for off-road driving.

## **3. DELIBERATE INTENT, GROSS NEGLIGENCE AND ASSOCIATION**

### **3.1. ACTIONS COMMITTED BY DELIBERATE INTENT AND GROSS NEGLIGENCE**

If the insured has deliberately caused the insured incident, the Company disclaims any liability. If the insured has caused the insured event through gross negligence, the Company's liability may be reduced or cease to apply. However, regardless of whether actions are committed by deliberate intent and gross negligence, the insurer is liable if the insured was unable to understand the effect of his/her actions due to age or state of mind. Please refer to Section 4-9 of the Norwegian Insurance Contracts Act.

The Company reserves the right to decide that it is not liable for insurance cases which the insured has caused while he or she was driving the motor vehicle under self-inflicted influence of alcohol or other intoxicating or anaesthetic substances. The same applies to damages caused by another while driving in such a condition, if the insured had contributed to the use of the motor vehicle even if he or she knew or should have understood that the driver was affected. Please refer to Section 4-9 of the Norwegian Insurance Contracts Act.

### **3.2. ASSOCIATION - SIGNIFICANCE OF OTHER PERSONS' ACTIONS**

Association means that actions and omissions committed by other persons will have the same impact on the insured's rights as if the insured had carried them out him/herself. Please refer to Section 4-11 of the Norwegian Insurance Contracts Act. Those identified with the insured are persons who, with the consent of the insured, are responsible for the insurance object.

# TERMS & CONDITIONS – GOMORE CAR INSURANCE

Terms apply from 01.02.2020.

## 1. WHO THE INSURANCE COVERS

*The insurance covers*

- the registered owner and user of the car (lessor).
- the lessee (primary driver) and any additional driver(s) of the car as stated in the rental agreement for the agreed rental period. Additional driver(s) added afterwards is covered if the driver's license number can be documented. See Requirements and scope.

*The insurance does not cover:*

- the lessor's own use of the car during the agreed rental period.
- vans registered for freight or commercial operations, and cars registered with the org number.
- Companies that have the car in their custody for repair, service, sale, transportation or commission.
- others who have sole economic interest in the car, cf. section 54 (1) of the Insurance Contracts Act 1, such as mortgagee if the damage has been caused by intentional, gross negligence, intoxication etc. see Comprehensive Motor Insurance

## 2. WHAT THE INSURANCE COVERS

The insurance includes liability and comprehensive motor insurance for the agreed rental period at [www.GoMore.no](http://www.GoMore.no)

## 3. WHERE INSURANCE COVER IS PROVIDED

The insurance applies in Norway as well as in Europe and in countries outside Europe that are affiliated with the "Green Card Scheme". The insurance applies outside of Norway if coverage for driving abroad has been purchased, as stated in the rental agreement.

*Green Card*

The Green Card is an international insurance card for motor vehicles. The Green Card is proof that there is mandatory liability insurance for owner/user while driving abroad.

Please read more about "Green Card" on [www.tryg.no](http://www.tryg.no).

## 4. WHEN INSURANCE COVER IS PROVIDED

The insurance is a short-term insurance valid for the period in which the car is rented through the [GoMore.no](http://GoMore.no) rental period and the start and end date appear in the lease.

The insurance is valid for up to 30 consecutive days.

The insurance expires at the following times:

- at the time of expiration of the agreed rental period
- if the car was totally damaged during the rental period
- if the car is returned to the lessor prior to the expiration of the rental period
- if the car is transferred to someone else's custody, for example due to major repairs

Upon termination of the rental period before the period is up, the premium will not be refunded for the remainder of the rental period.

# LIABILITY INSURANCE

## 5. WHAT THE INSURANCE COVERS:

### 5.1. LIABILITY

The cover includes liability under the Automobile Liability Act, with an unlimited compensation of personal injury. Other damage than personal injury is covered by up to NOK 10 million.

Damage to goods carried with the vehicle is covered by the provisions of the Automobile Liability Act.

## 6 Excess

Excess is NOK 12,000. If the lessee has purchased extra coverage for a reduced excess, it is NOK 6,000.

## 7. RECOURSE

If the Company has made payment for coverage in the insurance contract, the lessor/lessee is obliged to pay the amount back to the company.

# THE LESSOR'S COMPREHENSIVE MOTOR INSURANCE

## 7. WHAT THE INSURANCE COVERS:

### *The vehicle*

The cover includes the vehicle specified in the lease agreement between the lessor and the lessee as supplied by the lessor.

### *Exclusions*

Special coatings are not included.

### *Extra equipment and accessories*

The car's comprehensive motor insurance covers equipment that is standard for the vehicle's make, model, type and year. Fixed extra equipment and accessories beyond the vehicle's make, model, type, and year fitted before delivery from the factory or after delivery.

Accessories and extra equipment belonging to the insured car are covered with up to 20,000 NOK including assembly, labour and VAT.

It is a condition of theft that the items are stored in locked rooms that can forceful break-ins.

## 8. INCIDENTS THAT GIVE RIGHT TO COMPENSATION

### 8.1. COMPREHENSIVE MOTOR INSURANCE

### *The following is covered*

Damage that occurs to one's own vehicle due to collision, demolition, rolling, vandalism, incorrect input of fuel or other random, sudden and external impact.

### *Exclusions*

Damage caused by machine failure, i.e. damage to the vehicle or parts thereof, are not covered. The same applies to damage caused by frost.

### *Excess*

Excess is NOK 12,000. If the lessee has purchased extra coverage for a reduced excess, it is NOK 6,000. There is no excess for damages caused by running into/over animals, provided that the police or wildlife authorities are notified as soon as possible after the incident.

### *Coverage of transportation costs*

Necessary costs for car transport to the nearest car repair shop are paid if transport is necessary due to damage. If the car is found after a theft or embezzlement, we will pay the necessary transportation costs for the car to be returned to its place of residence.

For transportation costs abroad refer to Road Assistance Coverage, section 8.6.

### 8.2. FIRE

### *The following is covered*

Damage due to fire, explosion, short circuiting and lightning.

*Excess*

Excess is NOK 12,000. If the lessee has purchased extra coverage for a reduced excess, the excess is NOK 6,000.

8.3. THEFT

Damage due to theft/theft of the vehicle or parts of this. The same applies to damage or vandalism in association with theft attempts.

*Excess*

Excess is NOK 12,000. If the lessee has purchased extra coverage for a reduced excess, the excess is NOK 6,000.

8.4. EMBEZZLEMENT

*The following is covered*

The coverage includes cars rented between private individuals.

If the car is not returned to the lessor within 28 days after the expiry of the agreed rental period and you do not know where the car is located, the loss will be replaced on condition that the provisions listed in the proof of insurance assumptions and scope are met. The 28 days apply from the time the situation was reported to Tryg and the police and the compensation is determined as described in Section 9.

If the car is found within 28 days, this should be reported to Tryg. If the car is not returned to the lessor within 60 days, the vehicle will be covered as embezzled if this was originally reported to the police.

*Excess*

In case of embezzlement, the lessee has a excess of 5% of the compensation, but at least NOK 10,000 per damage.

8.5. GLASS

*The following is covered*

Breakage of the windows are covered when repaired or new panes are inserted.

*Exclusions*

If, prior to the damage, the glass was in too poor condition due to scratches or wear in order to be approved by an EU inspection, the damage is not covered.

*Excess*

The excess is NOK 2,000 for the replacement of a pane, no excess for repair. One of our agreement workshops must be used unless otherwise agreed with the Company.

8.6. VEIHJELP (ROADSIDE ASSISTANCE)

The lessee has coverage for driving abroad if an agreement has been entered into on the conclusion of the rental agreement and provided that the mentioned prerequisites in the Proof of Insurance are complied with.

*Where is Tryg Veihjelp available?*

Tryg Veihjelp if available within the geographical coverage area mentioned in section 3.

*What does the Tryg*

*Veihjelp Assistance*

*cover*

Tryg Veihjelp offers assistance in case of accidents or an unexpected breakdown, such as startup assistance, wheel change, opening doors, towing or bringing fuel to the breakdown site.

If Tryg Veihjelp brings spare parts or fuel, you must pay for this upon delivery. If a locksmith, at our discretion, is required to open a car door, this expense is covered. In case of a puncture and missing spare tire, Tryg reserves the right to perform an emergency repair.

If a repair cannot be done on site and the car cannot continue on its own, we provide assistance in the form of salvage or towing. Towing the car will always result in the car being taken to the nearest workshop that can repair the car.

For each individual accident, coverage is limited to an amount that corresponds to the commercial value of the vehicle before the breakdown or damage. The total expenses for, for example, home transport, home delivery, hotel stay, rental car and return journey cannot exceed the value of the car.

*If the car cannot be repaired within a reasonable time frame*

If the workshop cannot fix the car so that it is in legal/sound condition within a reasonable time frame, such that further transport/home transport can be carried out with the car, then Tryg Veihjelp will cover transportation of the car to the lessor or to the workshop nearest to the lessor by agreement with Tryg.

If the transportation requires ferry transportation or transportation over toll roads, the lessee will pay the expense normally associated with traffic on the route. This means that discount schemes and the like are not applicable. It is always Tryg Veihjelp that determines on which route the car will be transported home and when transportation is carried out. Payment of expenses for bridges or ferries must occur before transportation commences.

Tryg Veihjelp reserves the right to demand unloading of travel goods, animals and the like. Off and on-loading are not covered by Veihjelp. Tryg reserves the right not to undertake the transit of any item of travel, animals and the like located in or on the insured car.

*Transportation of driver and passengers*

In cases of running out of gas or an accident in which the car is to be transported, Tryg Veihjelp will ensure that, via local transportation, the driver and passengers arrive at the workshop with the nearest public transport means with the possibility of further transportation or to the nearest accommodation. This also applies to theft of the car.

Tryg cannot guarantee public transport at the time of transportation, for example at night, weekends or on public holidays.

*Reimbursements of repairs*

In case of damage or breakdown in which the car needs to be repaired, reimbursement of up to NOK 750 will be granted to the lessee per day if the lessee waits for repair, or until it is determined that repair is not possible, but no longer than 3 days.

If the workshop cannot fix the car so that it is in legal/sound condition within a reasonable time frame, the insurance will cover reasonable necessary expenses for transportation home of the lessee and passengers. The compensation claim must be established as probable and documentation submitted to Tryg before the refund can be obtained.

*Tryg Veihjelp does not cover*

- when the need for Veihjelp is known at the time of renting
- when driving to and from wreckage
- transport between workshops
- expenses for materials, labour and other costs incurred by the workshop in connection with fixing of damage or mechanical error if there is no claim for damages

## 8.7. ABOUT EXCESS

*Excess for liability and collision damage*

If both liability and collision damage occur at the same incident, we calculate the excess as for one damage.

With all liability and collision damage as well as combined liability and collision damage, the lessee has an excess of NOK 12,000 per damage. If the lessee has purchased extra coverage for a reduced excess, the excess is NOK 6,000.

In the event of lost car keys, for example, due to theft, forgetting or losing them, the lessee/lessor must immediately ensure that the car is re-coded/locks replaced, subject to the assumptions and scope of the insurance, and the lessee has a excess of NOK 12,000 per damage. If the lessee has purchased extra coverage for a reduced excess, the excess is NOK 6,000.

There is no excess for the following damages:

- Damage to the windshield if it is repaired instead of being replaced
- Damage caused by theft (except for theft of the key) committed by a known responsible person
- Damage caused by vandalism committed by a known responsible person

*Excess with embezzlement*

See section 8.4 regarding coverage of embezzlement.

*Repayment of excess*



When Tryg has paid for damages, including the excess, we have the right to promptly ask the lessee to reimburse us for the excess.

The excess must be paid within 14 days after we have requested the amount, otherwise we reserve the right to notify GoMore, which may affect your ability to use GoMore. We reserve the right to submit our excess claim for legal recovery. If we have sent a reminder in connection with payment of the excess, we have the right to charge administration fees, late interest and any other costs.

## **9. CALCULATING THE COMPENSATION**

### **9.1. COMPENSATION**

Compensation is calculated according to the rules below. Section 6-1 of the Norwegian Insurance Contracts Act is not applicable. The compensation is paid when the Company has had reasonable time to clarify the liability and to calculate the compensation. The Company is under no obligation to settle anything before any public inquiries have been completed.

### **9.2. REPAIRS**

Damaged parts are replaced with similar parts when the Company finds this profitable. If repairs can only occur when installing new parts and the replacement parts were deteriorated due to wear, this will be discretionally deducted from the compensation for this. The Company has the right to take over replaced parts. Additional costs for changes, improvements, overtime payment, preliminary repairs and any impairments, are not compensated. The Company can decide which workshop to use. Compensation may be paid in cash by agreement. With cash payment, labour costs are compensated by 50 percent of the normal price at the workshop. Compensation for value-added tax (VAT) is paid when it has been documented that the tax has been paid. No compensation is paid for tax which is deductible in the VAT accounts.

### **9.3. TOTAL DAMAGE AND LOSS**

If the vehicle is beyond repair or the repairs, at the Company's discretion, are not profitable or technically possible, compensation may be paid in cash. Compensation is calculated according to the rules below. The Company decides who will keep the damaged vehicle. For loss of equipment, the Company is entitled to replace this with similar or substantially equivalent equipment. Valuation Settlement Compensation for total damage or loss is calculated according to market value on the damage date. Market value is determined by what it will cost to acquire a vehicle in the same condition and of the corresponding brand, type and year. If the insured keeps the vehicle after the damage, there will be a deduction for the wreckage value and re-registration fee. With loss of fixed electronic equipment, the compensation is reduced by 10 percent per year from when the equipment was new. Maximum reduction is 50 percent. Compensation is calculated on the value of the damage date. Documentation must be submitted when the Company requests it.

### **9.4. WITH THEFT OF THE VEHICLE**

The Company may require that all the vehicle keys be returned. The Company may also require documentation from the car manufacturer's key register.

### **9.5. EXPERT OPINION**

With carriage damage, the value and scope of the damage will be determined by expert opinion if the insured or the Company requires it. Please refer to General Terms and Conditions, PGE91000.

### **9.6. EXCESS**

When calculating the compensation, the excess is deducted in accordance with the Terms and Conditions. If the compensation is reduced (shortened), this will be done after the excess is deducted.

# GENERAL TERMS AND CONDITIONS

Terms and Conditions PGE91000 apply from 1 January 2016. Supersedes the Terms and Conditions of 1 February 2014.

General terms and conditions apply to all your private insurance policies and must be read in conjunction with the terms of each insurance. Here you will find provisions for renewal and termination, calculation of compensation and limitations in the Company's liability.

General terms and conditions apply in addition to the terms and conditions of the individual insurance policies.

## 1. CALCULATING THE COMPENSATION

### 1.1. PROHIBITION AGAINST PROFIT

The insurance shall not result in a win. The Company compensates, within the insurance agreement, the smallest loss. The sum insured is not decisive for the insured item or the value of the interest.

### 1.2. POLICE REPORT

Fire, burglary, vandalism, theft, robbery and assault must be reported to the police.

### 1.3. EXCESS

In the compensation calculation, the excess is deducted as stated in the terms and conditions. If the same damage incident includes more than one of the insured/insured's insurances in the Company, only one excess is deducted, namely the highest.

### 1.4. INTEREST

The insured is entitled to interest in accordance with the Insurance Contracts Act, sections 8-4 and 18-4. The Company pays interest on the compensation when 2 months have passed after the notification of the insurance case has been sent to the Company. If the insured fails to provide information or to deliver documents in accordance with the Insurance Contracts Act, sections 8-1 and 18-1, he or she will not be entitled to interest for the time lost by this. The same applies if the insured wrongfully rejects full or partial settlement.

### 1.5. EXPERT OPINION

If it is possible to demand an expert opinion according to the insurance terms, the following provisions apply to the procedure:

Expert opinions are submitted by independent experts. Each party appoints an expert. If any of the parties so requests, he/she may appoint a separate expert for specific issues with business interruption loss for specific questions.

If one of the parties has notified the other party in writing of their appointment of an expert, the other party is obliged to announce their choice of expert within one week of having received such notification. In connection with the expert opinion, the two experts appoint an umpire. If any of the parties so demands, the intermediary must reside outside the area in which the parties reside and outside the municipality where the insured incident has occurred. If one of the parties fails to appoint an expert, one is appointed on his/her behalf of the district court at the discretion of the court. If the experts fail to agree on an umpire, an umpire will be appointed in the same manner.

The experts must collect the information and conduct the investigations that they deem to be necessary. They undertake to submit their expert opinion on the basis of the insurance terms and conditions. The two experts perform the valuation - answer the questions in connection with business interruption loss - without summoning the umpire. If they fail to agree, the umpire is summoned to provide his/her expert opinion on the items on which the experts fail to agree. If the umpire is summoned, the compensation is calculated on the basis of his/her discretion. The compensation, however, must not exceed the limits which the two experts' place on their assessments. The parties each pay for their own expert. The fee for the umpire and any other costs incurred in connection with the experts are shared equally by the parties. The valuation obtained by expert opinion is binding for both parties.

### 1.6. GUARANTEE SCHEME FOR DAMAGE INSURANCE

The Company is covered by the guarantee scheme applicable to insurance companies offering damage insurance in Norway. See Regulations regarding the Guarantee Scheme for Damage Insurance of 22 December 2006.

## **2. CONSEQUENCES OF FRAUD**

Anyone who is guilty of fraud against the Company will lose all rights in accordance with the insurance agreement and other insurance contracts with the Company for the same incident. Please refer to Sections 4-2 and 13-2 of the Norwegian Insurance Contracts Act.

The Company may terminate all the insurance contracts entered into with the person who is guilty of fraud against the Company. Please refer to Sections 4-3 and 13-3 of the Norwegian Insurance Contracts Act.

The person who is guilty of fraud is not entitled to a refunded premium for the insurance period already completed. Please refer to Sections 8-1 and 18-1 of the Norwegian Insurance Contracts Act.

### **3. RESTRICTIONS OF THE COMPANY'S LIABILITY**

#### **3.1. EXTRAORDINARY EVENTS**

Tryg Forsikring A/S , Norwegian branch Tryg Forsikring and Enter Forsikring do not under any circumstances cover damage or loss, or increase in damage or loss as direct or indirectly due to or related to:

- spreading of biological or chemical substances
- use of rockets
- nuclear weapons
- radioactive radiation
- nuclear reactions, ionizing radiation, nuclear fuel or radioactive waste
- radioactive, toxic, explosive or other hazardous properties in nuclear explosive devices.
- war or warlike acts, rebellions or similar disruptions of public order. Tryg nevertheless covers war risk abroad when the insured is in an area in which war or serious unrest arises. This applies only to when the area was designated as peaceful before departure. Coverage for war risk is limited to one month.
- Earthquakes or volcanic eruptions.

#### **3.2. ACTS OF TERRORISM**

An act of terrorism means a violent act which appears to be intended to cause serious personal injury or property damage or other significant loss in order to exert influence on political, religious or other ideological bodies or to instil fear in the population.

Tryg Insurance's and Enter's total liability for all claims for compensation for damage or injury, which is directly or indirectly caused by or occurs in connection with an act of terrorism, is limited to a maximum of NOK 500,000,000 billion for any one event and is limited to NOK 1 billion per calendar year as the total amount for all events. The total limits apply to the responsibility for all insurance agreements in the companies together.

Any one event means all claims which are made against Tryg Insurance and Enter and which are submitted within a 48-hour period are calculated from the first claim made and where the damage or injury involved is directly or indirectly caused by or occurs in connection with an act of terrorism. Exceeding the total limit per event, all eligible compensation must be able to withstand a proportional reduction in compensation amount.

### **4. JUDICIAL PROCEDURES**

Any disputes arising under the insurance contract will be resolved before a Norwegian court unless otherwise agreed upon between the parties or unless this is in violation of mandatory rules in applicable legislation.

### **5. COMMON REGISTERS AND PRIVACY**

#### **5.1. THE INSURANCE BRANCH'S COMMON REGISTERS**

Certain personal information is delivered to the Register of Insurance Applicants and Insured (ROFF) and Central Damage Register (FOSS). These are common insurance industry policies in which their purpose is the prevention of insurance fraud and ensuring consistent risk assessment.

Information in ROFF is recorded in connection with refusal or reservation for health assessment, and applications for disability compensation.

All claims reported to an insurance company are recorded in FOSS. In case of registration of damage, the insurance Company automatically receives an overview of all claims reported by the same customer. The information is only made available to the insurance companies and only in connection with a claim being registered. Registered information will be deleted after 10 years.

The registered person has full access to the registry. Requirement for access is sent to Finansnæringens Servicekontor, Pb 2473 Solli, 0202 OSLO.

#### **5.2. PRIVACY**

The Company is licensed for the processing of personal data and processes all personal data in accordance with the Personal Data Act and provisions on confidentiality. Required personal information is recorded and stored in the Company's internal customer records so that it is possible to identify yourself as a customer and to fulfill the insurance agreement you have with the Company.

The registered information may be transferred to a common corporate register in connection with the marketing of new insurance products and other financial services.

You can opt out of direct marketing from us by contacting the Company that registers your reservation in the Company's address records.

Personal information and other information about the insurance will be disclosed to public authorities (the Norwegian Tax Administration, the Norwegian Labour and Welfare Service, the Norwegian police etc.) where required under a statutory duty of disclosure.

If you wish to know more about the use of personal data and what data is registered about you, please send a written request to the Company.