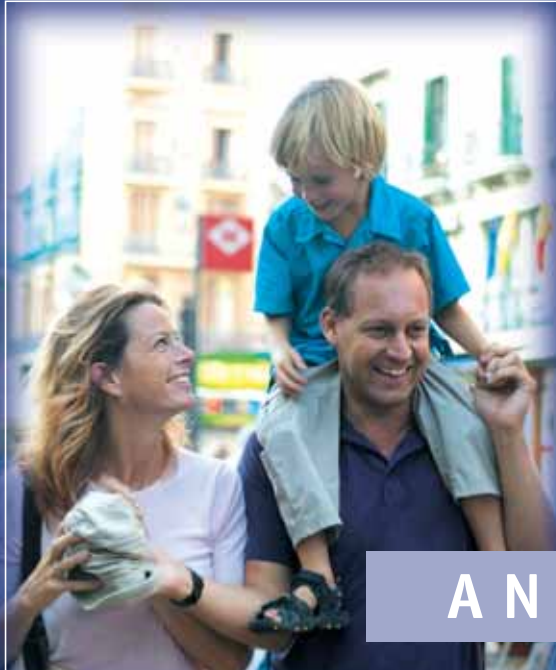


Certificate of Insurance
Terms and Conditions

Translation not legally binding

 **EUROPEISKE
REISEFORSIKRING**
– a part of If



ANNUAL

TRAVEL INSURANCE

*Valid for members of the Norwegian Social Insurance Scheme
with a permanent residential address in Norway*

Valid as of March 2011

Europeiske's Worldwide Network

- Europeiske has built a worldwide network over the past 90 years – so that you will feel safe and secure when you travel.
- Europeiske has its own service offices – Euro-Centres – located throughout the world. Euro-Centre employees speak the local language as well a Scandinavian language, and have developed their own local networks over the years.
- Europeiske has an exclusive agreement with the Norwegian Church Abroad, which we call on when the need for hospital visits and crisis situations arise.
- Europeiske has its own team of doctors and nurses in the field who respond to catastrophic situations.

Europeiske's Alarm Center

We have an Alarm Center staffed with specialists in travel insurance. As a customer, you can obtain immediate help 24 hours a day, 7 days a week, 365 days a year from a medical team trained to provide quick assistance in emergency situations. Our team has expertise in all major medical disciplines.

For immediate assistance, contact: Tel: +47 214 95 000 / +45 70 15 25 00.

Euro-Center – Europeiske's Service Centres

Our Euro-Center employees are familiar with the country and local conditions, and they speak a Scandinavian language as well as the local language. Euro-Centers are located in all parts of the world:

AUSTRALIA – Sydney	Tel: +61(2)9247 2700
BRAZIL – Rio de Janeiro	Tel: +55 212 544 94 90
CHINA – Beijing	Tel: +86 10 8455 9500
CYPRUS – Larnaca	Tel: +357 246 59860
RUSSIA - Moscow	Tel: +7 495 987 1775/-6
SOUTH AFRICA – Cape Town	Tel: +27 21 440 9999
SPAIN – Mallorca	Tel: +34 97 172 6003
SPAIN – Malaga	Tel: +34 95 244 3440
SWITZERLAND – St. Gallen	Tel: +41 71 228 0660
THAILAND – Bangkok	Tel: +66 26 96 36 26 /-27
TURKEY – Istanbul	Tel: +90 212 315 4000
USA – New York	Tel: +1 212 265 8522

Your Security – World Wide!

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Certificate of Insurance

Deadline for reporting incurred claims

Loss/damage must be reported immediately to Europeiske; see the Insurance Agreements Act (FAL), Section 4-10 or 13-11. The insured loses the right to compensation if the claim is not reported to the company within one year of when the insured became aware of the circumstances upon which the claim is based; see FAL Section 8-5 or 18-5.

Central claims register

All claims made to an insurance company will also be reported to the Norwegian Insurance Central Claims Register (FOSS). Upon registering a claim, the insurance company automatically obtains a summary of all claims made by the insured, including claims made to other insurance companies. Insurance companies may not obtain information from the Central Claims Register other than upon reporting a claim. The Central Claims Register is not accessible to others. Registered claims are deleted after 10 years. All insured persons have the right to inspect their personal information on file at the Central Claims Register, according to the Personal Records Act, Section 7. Those wishing to inspect their files must send a written request to the relevant insurance company.

Internal appeals process

If you disagree with a decision taken by Europeiske in a case regarding your travel insurance, you may contact our Customer Relations Representative to have the case re-evaluated. The Customer Relations Representative evaluates the case from a new, non-partisan perspective. If the representative does not agree with your position, you may appeal further to the Customer Panel, which will also evaluate the case. The Customer Panel consists of a majority of customers: five non-partisan persons without an insurance background and one representative from the company. The Customer Relations Representative may be reached by phone at 02400, kundeombudet@if.no or by writing to If Skadeforsikring, P.O. Box 240, NO-1326 Lysaker, Norway.

Right to demand appeals board hearing

You may also file a complaint with the Financial Appeals Office, P.O. Box 53, Skøyen, NO-0212, Oslo, Norway, tel. +47 23 13 19 60.

Validity and termination of the insurance agreement

The premium must be paid before the indicated due date and no later than the first day of the insurance period. If the insurance is valid for one year or more, the insurance will be renewed automatically for one year if the policyholder does not inform Europeiske that the insurance should not be renewed. Such notification must be sent to Europeiske by the insurance expiration date. During the insurance period, the policyholder may terminate an active insurance policy if the need for the insurance no longer exists or if the policyholder changes to another insurance company. Europeiske must be notified of such a change within one month of when the change takes place; see General Terms and Conditions, point 6.2.3.

Who is eligible?

The insurance is valid for members, with full rights, of the Norwegian National Insurance Scheme, with a permanent residential address in Norway and who will return to Norway after the travel is completed. Co-insured spouse/partner must be registered at the same residential address as the insured. The insured's children are co-insured until the first payment due date after turning 20 years.

What does the insurance cover?

Luggage, per person	max. NOK	30,000
Luggage, per family	max. NOK	60,000
Travel medical insurance	unlimited	
Repatriation	unlimited	
Recall	unlimited	
Summoning of close relatives	max. NOK	80,000
Evacuation, per person	max. NOK	30,000
Evacuation, per family	max. NOK	60,000
Personal accident insurance until 70 years of age		
- upon disability	max. NOK	300,000
- upon death	NOK	300,000
Personal accident insurance for children under 20 years of age:		
- upon disability	max. NOK	500,000
- upon death	NOK	50,000
Personal liability outside Nordic region	max. NOK	6 million
Legal expenses outside Nordic region	max. NOK	20,000
Cancellation, per person	max. NOK	40,000
Cancellation, per family	max. NOK	100,000

Safety regulations

The safety regulations are designed to limit or prevent injury, loss or damage, and must be complied with. The consequences of lack of compliance with the safety regulations are explained in the Terms and Conditions, point 11.2 and FAL 4-8.

Safety regulation for chapter 2: *As soon as you know that you cannot travel as planned, you are obliged to cancel the travel/accommodation/rental arrangements if these have been purchased, and act in accordance with the agency's cancellation terms valid for the cancelled travel/rental agreement.*

Safety regulations for chapter 4 valid for the cancelled travel/rental agreement:

The safety regulations require the insured to:

- *Keep watch over insured belongings and ensure that they are not left behind*
- *Lock repositories and doors and lock/secure windows when leaving belongings behind*
- *Carry cash, passport and tickets with him/her or keep it locked in a permanently mounted safe or another lockable repository in a locked room in a building*
- *Keep belongings as listed in section 4.5 e under lock when not in use. If not a lockable repository is available, the insured must carry the insured items with him/her. Items left in a motor vehicle or caravan must be kept in a locked glove compartment, locked boot or locked roof box or removed from the vehicle if the vehicle does not have a glove compartment/boot/roof box. Such items must not be kept in a room accessible to others than the insured and his/hers travelling companions*
- *Not leave insured items in/on a boat, caravan, tent or motor vehicle at night or for longer than 24 hours*
- *Ensure that belongings are adequately and suitably packaged to withstand transport. Electronic goods that are going to be carried on a boat/canoe/kayak must be packed in watertight packaging*
- *Not place fragile items, perishable goods, cash, jewellery, wrist watches, spectacles, precious stones, precious metals, camera/video/computer equipment, audio-visual equipment and accessories, mobile phones and other electronic devices in checked luggage.*

Limitation of liability when risk alters (see FAL, Section 4-7, 13-6 and 13-7)

Europeiske's liability may be reduced when risk alters if, without special agreement with Europeiske, you:

- Participate in expeditions or explorations; see Terms and Conditions, points 1.6 and 10.3
- Perform a profession with an increased risk of accident; see Terms and Conditions, points 6.3 and 10.2
- Participate in certain sports activities; see Terms and Conditions, points 5.6, 6.4 and 10.1

Our liability may be reduced or become void if you take part in a fight or are an accessory to or take part in criminal activity or are the victim of a revenge attack in this kind of context; see points 5.6 and 6.4.

Other limitations

Compensation for curtailed travel/lost vacation days, in accordance with point 5.5, will be given only when the illness/accident results in doctor-prescribed bed rest during the first 45 days of travel.

Personal accident insurance is valid 24-hours a day, even when the insured is not travelling. During travel, the insurance is valid for the same number of days as for the travel insurance otherwise. After the insured turns 70 years old, compensation for death/disability will not be paid. For limitations on coverage of treatment expenses, see Terms and Conditions, point 6.4.

Personal liability insurance and coverage for legal expenses and pets apply only on travel outside the Nordic region.

Other exceptions and limitations are as described in the Terms and Conditions that apply for this insurance: Validity, Cancellation, Delays, Luggage, Medical Insurance, Accident, Liability, Legal Expenses and Pets

Additional insurance

After an individual risk assessment, the insurance may be expanded to include:

- Diving deeper than 40 meters, unorganized aerial sports and motor sports; see Terms and Conditions, point 10.1
- Professions with an increased risk of accident; see Terms and Conditions, point 10.2
- Expeditions and similar travel; see Terms and Conditions, point 10.3
- The insurance sum for luggage may be increased; please contact Europeiske

If your insurance agreement with If includes an insurance for a holiday home abroad, your insurance sum for luggage is increased by NOK 5,000

TERMS AND CONDITIONS

In addition to the Terms and Conditions stated in this section, the Certificate of Insurance, Special Condition 347, the General Terms and Conditions with exclusions stated in points 1.3, 1.4 and 1.5, and the Insurance Act (FAL) of 16 June 1989 also apply. The Certificate of Insurance takes precedence over the Terms and Conditions.

1. VALIDITY OF INSURANCE

1.1 Duration of insurance

The insurance is valid from the time the premium has been paid for the agreed time period and as stated in the Certificate of Insurance, calculated from the time the insured leaves his/her residential address as registered in the Norwegian National Population Register and until the insured returns to the same address.

The insurance is valid beyond this period up to:

- 2 days (48 hours), due to unforeseen and compelling reasons beyond the insured's control (e.g. weather conditions)
- 30 days, when travel is extended due to illness and the insured is unable to travel home due to medical reasons. The planned date for travel back home must fall within the insurance period.

1.2. Eligibility

The insurance applies to the person or persons named in the Certificate of Insurance, and who are members, with full rights, of the Norwegian National Insurance Scheme, have a permanent residential address in Norway which is registered in the Norwegian National Population Register, and who will return to Norway following the travel abroad.

If the insurance policy covers family members, the following provisions apply:

- A co-insured spouse/partner/registered partner must have the same residential address as the policyholder, as registered in the Norwegian National Population Register.
- Co-insured partners are not afforded the same rights as spouses in relation to payment of compensation upon death if the partner is not named as the beneficiary. If the insured is not

married and a beneficiary has not been named, compensation will be paid to the insured's heirs as stipulated by law or testament; see FAL 15-1.

- A co-insured spouse is not covered by the insurance from that moment when judgment or agreement for separation or divorce has been reached, even though the decision is not legally binding or final.
- The insured's children are coinsured until the first annual renewal date after the child's 20th birthday. Children must have the same residential address as one of their parents, registered in the Norwegian National Population Register. "Children" means:
 - The insured's own children
 - Coinsured spouse's/partner's children
 - Adopted children. The child is coinsured from the moment the insured assumes de facto care of the child
 - Foster children. A foster child must have the same residential address as the insured, registered in the Norwegian National Population Register.
 - Children born by surrogate mothers. The child is coinsured when finally discharged from the hospital after birth.

1.3 Evacuation

Europeiske covers necessary, documented additional expenses for travel and accommodation in the event of evacuation to the nearest secure destination or to the insured's home in Norway when the cause of the evacuation is:

- War, terrorist attack, unrest or similar serious disturbance of the public order. "Terrorist attack" is defined as an illegal, injurious action directed toward the general public, including an act of violence or dangerous dispersal of biological or chemical substances – and which appears to have been carried out for the purpose of influencing political, religious and other ideological institutions or to evoke fear. The evacuation must take place in accordance with recommendations issued by the Norwegian Ministry of Foreign Affairs or as agreed with us with regard to time and location. The area must have been regarded as peaceful before the travel commenced. General Terms and Conditions, point 1.2 does not apply.
- Natural disasters which occur during travel outside Norway. "Natural disaster" is defined as an earthquake, volcanic eruption or other cata-

strophe caused by sudden, violent natural forces of extraordinary intensity, power and dimension. Evacuation must take place in accordance with recommendations issued by the local authorities or the Norwegian Ministry of Foreign Affairs or as agreed with us. General Terms and Conditions, point 1.3 does not apply.

- An epidemic which breaks out during travel outside Norway. "Epidemic" is defined as a contagious disease that spreads quickly throughout the population. Evacuation must take place in accordance with recommendations issued by Norwegian authorities or as agreed with us.

The insurance covers up to NOK 30,000 per person, and up to NOK 60,000 per family, until return to the destination or to the insured's home in Norway is possible, up to a maximum of 30 days following the onset of the incident.

1.4 Strike – Lockout – Bankruptcy

The insurance does not cover loss/damage/expenses related directly or indirectly to a strike, lockout or other form of labour conflict which occurs during travel. We will not pay for any expense/financial loss related to a bankruptcy.

1.5 Loss of income

The insurance does not cover loss of income – regardless of cause.

1.6 Expeditions

The insurance does not cover participation in expeditions and similar travel. After an individual risk assessment, additional insurance may be taken out for such travel; see point 10.3.

1.7 War/terror/political unrest

The insurance has coverage for business travels to an area with increased risk of war/terror/political unrest or similar disturbance of the public order and will apply for damage/loss/expenses due to the above incidents. Coverages are as described in Terms and Conditions. General rule section 1.2 does not apply.

Business travels exceeding 45 days may be covered by an additional insurance, see section 10.4.

Holidays and other leisure travel to such areas, has no coverage

2. CANCELLATION INSURANCE

2.1 Validity of insurance

The insurance is valid for travel/rental arrangements throughout the world. The insured's travel/rental arrangements must be paid by the insured before departure, and travel must commence from the insured's residential address in Norway.

2.2 Extent of coverage

The insurance covers the amount paid by the insured prior to the incident date – according to a receipt – for the cancelled travel and which is non-refundable. Events are included when they are a part of the travel arrangement.

The insurance period is calculated from the moment the travel/rental arrangement is fully or partially paid until the planned departure time. The insurance must have been in effect at the first payment date. The insurance does not cover cancellation after the travel has commenced; see point 1.1.

2.3 Exclusions to coverage

- The insurance does not cover:
- Taxes and public fees
- Non-refundable bonus points
- Fees in connection with refund of taxes and public fees
- Travel arrangements that have been transferred to others
- Insured's time share property, also annual expenses/lost rental income
- Arrangement cancelled by the organizer

2.4 Liability

The insurance covers cancellation costs when you are unable to travel due to:

- unexpected acute and treatment-intensive illness, accident or death which affects the insured or his/her close relatives
- the insured's sole travelling companion or his/her close relatives, see point 11.3.
- yours, your coinsured spouse's/partner's/coinsured children's planned examination, treatment or an operation being moved forward or postponed and notification being given less than 14 days prior to the departure date
- you, your coinsured spouse/partner/coinsured children are being summoned for jury service or

called as a witness in a court of law less than 14 days prior to the departure date

- fire, burglary, natural disaster and water damage that affects your residence, office or business and requires your presence
- one of your travelling companions (up to 6 persons) becoming unexpectedly and acutely ill, seriously injured in an accident or dying. Travelling companions are defined as people who have bought a trip together with the same departure date and same destination.
- a key travelling companion being unable to travel due to the individual in question becoming unexpectedly and acutely ill, seriously injured in an accident or dying less than 14 days before the planned departure date. Key travelling companion is defined as a person that the rest of the group is dependent on in such a way that the trip cannot be made without that person's participation (chauffeur, pilot, conductor, etc.)
- the country or area you are planning to visit being affected – less than 72 hours before departure – by an epidemic, a natural disaster, terror or war that makes all travel to the area impossible and when such travel is against the relevant government's travel advice

Compensation will be paid when events as described above occur in the insurance period.

Compensation is limited to max NOK 40,000 per person and max NOK 100,000 for families

2.5 Limitations to liability

The insurance does not cover cancellation due to:

- pregnancy, pregnancy complications or the voluntary termination of pregnancy
- giving birth from and including the 36th week of pregnancy
- a hospital stay, evaluation, examination or treatment which takes longer than planned
- a planned recreational/curative stay which is moved forward or postponed
- the travel has lost its purpose
- fear of illness/infection other than as described in point 2.4

2.6 Claims settlement

a) Safety regulation: *When it is obvious that a planned journey must be cancelled, you are obliged to notify the travel agency/rental agency about the*

cancellation as soon as possible and follow the instructions given by the agency regarding the cancelled travel/rental agreement.

The consequences of lack of compliance with the safety regulation are described in the Terms and Conditions; see point 11.2 and FAL 4-8.

b) When an insured event occurs, the insured must inform Europeiske and the organization where the travel/rental arrangement was purchased without undue delay. The insured is required to give Europeiske all available information and documents which the company needs to assess its liability and payment of compensation, see FAL8-1

The following must be submitted with a claim for compensation:

- original travel documents/tickets/rental contracts, with receipts for the paid travel/rental arrangement
- credit note showing the date of cancellation and the cancellation expenses
- doctor's certificate confirming that the insured consulted with a doctor before the travel began, and that the cancellation is due to an acute and treatment-intensive illness/accident which occurred during the insurance period
- certification from a doctor/hospital or other authority confirming that illness, accident or death has affected the insured's close family, the insured's sole travelling companion or the close family of the sole travelling companion living in an EEA country; see point 11.3. The same applies in the event of illness/accident/death of a travelling companion or key person
- accident report/appraisal/police report confirming that the cancellation is due to fire, burglary, damage due to natural disaster or water leakage damage.

c) Cancellation expenses may not be claimed in excess of the insured's actual financial loss related to the cancelled journey. Travels/rental agreements that the insured has paid for others than coinsured spouse or coinsured children, are not to be considered as the insured's financial loss. If the insured has bought cancellation insurance or a cancellation guarantee from the agency,

we will only reimburse the agency's cancellation fee

d) If the cancellation expenses are compensated by others, Europeiske will assume the insured's right to compensation for the amount refunded under this insurance policy.

3. DELAYS

3.1 Delayed departure

When you are delayed due to the fact that the pre-paid public transport does not leave at the scheduled time, the insurance covers necessary, documented expenses for catching up with the planned itinerary.

The delay must occur after the journey has started and be due to:

- weather conditions that delays the means of transport you travel with/will travel with
- technical problems and/or a traffic accident involving the means of transport see point 11.3. and must occur after travelling has started, see point 1.1

The delay and its cause must be confirmed in writing by the tour operator or transport company.

We will pay up to NOK 1,500 per person and up to NOK 4,000 per family for travel expenses or overnight accommodation.

The insurance does not cover expenses incurred due to flight delay, cancellation or overbooking which falls under the EU directive 261/2004 and for which the airlines themselves are liable for paying compensation.

3.2 Missed departure

If a delay of more than 2 hours causes a missed departure, the insurance covers necessary, documented expenses for catching up with the planned itinerary.

The delay must be due to:

- weather conditions
- technical problems involving the means of public transport that the insured is travelling with/will travel with

- a traffic accident involving the means of public transport that the insured is travelling with/will travel with; see point 11.3
 - technical problems and/or a traffic accident, involving the private car that the insured is travelling in and that requires roadside assistance service; see point 11.3
- and must occur after travelling has started, see point 1.1

The delay and its cause must be confirmed in writing by the tour operator, transport company or roadside assistance service.

We will cover:

- Travel expenses of up to NOK 20,000 per person and up to NOK 50,000 per family.
- Overnight accommodation of up to NOK 1,500 per person and up to NOK 4,000 per family

The insurance does not cover expenses incurred due to flight delay, cancellation or overbooking which is regulated by the EU directive 261/2004 and for which the airlines themselves are liable for paying compensation.

3.3 Delayed luggage – private travel

When checked luggage arrives at least 4 hours late to the point of destination, and the delay is certified by the carrier (e.g. Property Irregularity Report), necessary expenses documented with original receipts will be refunded for the purchase of clothes and toiletries for use during the time the luggage is missing.

The insurance covers up to NOK 3,000 per person.

The insurance does not cover purchases made during the travel back home or after the insured has returned home.

3.3 Delayed luggage – business travel

When checked luggage arrives late at the point of destination, and the delay is certified by the carrier (e.g. Property Irregularity Report), necessary expenses documented with original receipts will be refunded for the purchase of clothes and toiletries for use during the time the luggage is missing.

Accompanying spouse/partner/children will have their expenses refunded according to the rules in point 3.3.

The insurance covers up to NOK 6,000 per person.

The insurance does not cover purchases made during the travel back home or after the insured has returned home.

4. LUGGAGE INSURANCE

4.1 Extent of coverage

The insurance covers:

- Personal luggage, defined as personal belongings which the insured takes with him/her for personal use while travelling and during his/her stay. Luggage also includes items that the insured has rented or has assumed responsibility for according to a contract/rental agreement.
- Personal luggage sent as checked luggage when the insured travels by the same means of transport. Any separation of the insured from his/her luggage which occurs merely at the behest of the carrier does not affect the insured's right to compensation.

4.2 Exclusions to coverage

The following items are not considered to be personal luggage:

- Motor vehicles and caravans and their accessories. Accessories are defined as alarms, spare parts and permanently mounted equipment such as music systems, mobile phones and roof box. Driving equipment for the motor vehicle, such as driving suits, helmets, gloves, boots and luggage bags/boxes, is included in the definition of accessories when such items are in use or stored in the motor vehicle; see point 4.5 e.
- Boats and their accessories. Canoes and kayaks are not considered to be boats.
- Base-jumping equipment
- Goods in transit furniture and household property
- Merchandise and samples, tools, machines and measuring instruments.
- Drawings, manuscripts, documents, travellers' checks, securities, membership/entrance/ID cards, certificates/attestations of all types
- Stamps, collectables, exposed film and filed information. Collectables are defined as items of

interest and value to collectors, such as artwork, genuine rugs, weapons, coins, currency and stamps.

- Food and beverages
- Animals

4.3 Where the insurance does not apply

The insurance does not apply when the insured is:

- At home
- At an educational institution/campus in Norway during classroom hours (pre-school, school, college, university, military service, etc.)
- At the workplace in Norway during work hours. Workplace is defined as the place you perform your normal, everyday work

The luggage insurance does not cover loss of/damage to personal belongings which are kept in the above-named locations, not even while the insured is travelling.

4.4 Europeiske's liability for loss/damage

The insurance covers:

a) Theft. Theft is defined as the taking away of belongings that the insured has in his/her possession; see paragraphs 257 and 258 of the Criminal Code. It is not considered theft when belongings are lost/misplaced and they are later kept by the person who found the items, see paragraph 394 of the Criminal Code.

b) Robbery; see paragraphs 266 and 267 of the Criminal Code.

c) Burglary; see paragraph 147 of the Criminal Code.

d) Vandalism. Vandalism is defined as when a person unlawfully destroys, damages, renders unusable the insured's belongings; see paragraphs 291 and 292 of the Criminal Code.

e) Damage due to natural disaster, defined as damage resulting directly from a natural disaster such as avalanche, storm, deluge, flooding, earthquake or volcanic eruption; see the Act relating to Natural Disaster Insurance.

f) Traffic accident involving a motor vehicle, boat, caravan or bicycle; see point 11.3.

g) Fire/soot damage, direct lightning strike or explosion Fire is defined as flames which are out of control.

h) Water damages, meaning flooding of water from a building's pipes or water suddenly penetrating the building from terrain or ground.

i) Damage/loss during transport when luggage is sent as checked luggage, and the damage/loss is confirmed by the carrier in a Property Irregularity Report, see point 4.7 regarding damaged suitcase, bag etc

4.5 Limitations to insurance sum

Within the limits of the insurance sum, we will cover:

a) Cash up to NOK 3,000 per person, up to NOK 6,000 per family.

b) CDs, DVDs, BlueRay and electronic games up to NOK 2,500 per insured event.

c) Bicycles and mounted accessories that the insured takes with him/her while travelling outside the municipality where the insured lives, studies or works, up to NOK 4,000 per insured event. Other accessories, such as helmet, shoes etc, will be compensated as described in point 4.5 e. Loss of/damage to bicycles is otherwise not covered.

d) Tickets (travel documents) and passports up to NOK 10,000 per person.

e) One or more of the following items up to a total of NOK 15,000 per person and NOK 20,000 per family:

- Jewellery, watches, pearls, precious stones, precious metals
- Antiques, artwork, rugs
- Furs, leather goods
- Mobile phones
- Photo/video equipment
- Optical equipment
- Audio-visual equipment and accessories
- PC/computer equipment and other electronic equipment/accessories/software
- Musical instruments and musical equipment
- Weapons and ammunition

- Sports equipment, including equipment/accessories for fishing, skiing, cycling, golfing, climbing, diving and aerial sports
- Driving equipment related to a motor vehicle, such as driving outfit, helmet, gloves, boots and luggage bags/boxes; see point 4.2

f) Other items listed in point 4.5 e are covered up to NOK 10,000 per insured event.

g) Keys up to NOK 4,000 per insured event

4.6 Safety regulations for chapter 4

Safety regulations are standards of good judgment issued to prevent or limit loss/damage. If the safety regulations are disregarded, Europeiske's liability may be reduced or become void; see point 11.2 and FAL 4-8.

1. The insured must keep watch over the secured items. This includes an obligation to ensure that all belongings are brought along when leaving a location.
2. The insured must ensure that repositories and doors are locked. Keys/codes must be kept in a secure location. Windows and other openings must be locked and adequately secured to prevent unauthorized persons from gaining access to a motor vehicle, caravan, boat, cabin, apartment, hotel room or any other temporary accommodation, such as a tent. Windows left ajar are not considered to be adequately secured.
3. The insured must carry cash, passport and tickets with him/her, or keep it locked in a permanently mounted safe/safe box in the building or in a suitable place of safekeeping in a locked room in a building. Keys/codes must be kept in a secure location.
4. The insured must place items described in point 4.5 e under lock when not in use. If not a lockable repository is available, the insured must carry the insured items with him/her. Items kept in a motor vehicle or caravan must be secured in a locked glove compartment, locked boot/roof box, or must be removed if the vehicle does not have a glove compartment, boot/roof box. Such items shall not be kept in a room accessible to others than the insured and his/hers travelling companions
5. The insured must not leave the insured item in/on a motor vehicle, caravan, boat or tent at

night or for more than one day (24 hours). "At night" is defined as the period between the time of leaving the place of safekeeping during the day until the time of repossession the next day, and in all cases, vehicles, caravans, boats or tents left vacant from 00.00 hours until 06.00 hours.

6. The insured must ensure that the insured items are adequately and suitably packed during transport. Electronic equipment brought along in a boat/canoe/kayak must be placed in a waterproof container.
7. The insured must not send fragile items, perishable goods, cash, jewellery, wrist watches, spectacles, precious stones, precious metals, camera/video/computer equipment, audio-visual equipment with accessories, mobile phones or other electronic equipment in checked luggage.

4.7 Exclusions to coverage

Europeiske does not cover:

- Damage attributable to the item's normal use
- Vandalism caused by a close family member, i.e. spouse/partner, child, parent or sibling
- Minor damage to suitcases, bags, backpacks, strollers and bicycles, such as scratches, scuffs on corners or marks/stains
- Damage to checked suitcases, bags or backpacks
- Damage to items during transport caused by seeping liquid, other broken items, perishable goods, or when the item's condition/form has caused the damage
- Expenses/financial loss caused by lost/damaged luggage
- Expenses/financial loss caused by embezzlement/fraud, see paragraphs 255,256,270 and 271 of the Criminal Code

4.8 Claims settlement

The provisions below apply instead of FAL 6-1.

a) Reporting requirement

Theft/robbery/burglary and other loss/damage must be reported immediately to the local police, hotel or tour operator on site. Loss of/damage to checked luggage must be reported immediately to the carrier and must be confirmed in a Property Irregularity Report.

When missing items are found after compensation

has been paid, the insured has a duty to inform Europeiske. The insured then has the right to keep the items, but must refund the compensation within 14 days of finding the items. If the insured does not comply with this provision, the items become the property of Europeiske. See FAL8-1.

b) Documentation requirement

The insured must give Europeiske the information and documents (i.e. receipts and certificates of guarantee) that the company needs to assess its liability and payment of compensation without undue delay. Damaged items must be kept and sent to Europeiske upon request. See FAL8-1.

c) Compensation

- Loss/damage will be compensated up to the insured sum, but never over the insured value. The insured value is determined by what it would cost, including fees, to purchase a similar item for the same purpose on the day of loss/damage.
- Deductions will be made for depreciation, wear and tear, and reduced utility. When assessing depreciation, the item's probable useful life will be considered.
- Items bought second-hand, at auction or received through inheritance or as gifts, are covered according to the cost of buying a replacement item in a similar used condition.
- Europeiske may elect to compensate the loss/damage through cash payment/repair/re-acquisition, or by Europeiske's procurement of an equivalent or comparable item
- If compensation is paid in cash, the amount may not exceed that which Europeiske would have paid for the repair or re-acquisition.
- If compensation is made through repair or re-acquisition, Europeiske has the right to decide which repairer or supplier must be used.
- Compensation for lost/damaged luggage or related expenses never can be claimed in excess of the insured's actual financial loss.
- If the loss may be compensated by others, the company will assume the insured's claim for that part of his/her loss which is refunded under the insurance policy.
- Europeiske has the right to check the insured's information by making inquiries to stores and others and is not obligated to pay compensati-

on before the necessary inquiries have been made.

5. TRAVEL MEDICAL INSURANCE

5.1 Eligibility

The insurance is valid for one person or a family as stated in the Certificate of Insurance.

5.2 Extent of coverage

The insurance covers documented expenses incurred during the term of insurance for necessary and usual medical treatment, the need for which arises while the insured is travelling, see point 1.1, and which results from an acute illness, accidental injury or death as a consequence of such an event.

In addition to medical treatment expenses, the insurance covers additional expenses incurred during the term of insurance related to repatriation, recall, return travel, catching up with a planned itinerary, and compensation for curtailed travel/lost vacation days.

In addition to expenses arising from illness, injury or death of the insured, the insurance covers additional expenses arising from an acute illness, accidental injury, incurred during the term of insurance and unexpected death or recall of the insured's sole travelling companion; see point 5.5 h.

5.3 Exclusions to coverage

The insurance does not cover:

- Expenses incurred after arrival at the insured's home in Norway
- Search and rescue operations
- Nursing home, recreational or curative stays
- Treatment/routine check-up of a known illness/medical condition when an examination, treatment or operation is planned before the travel begins
- Treatment due to use/abuse of alcohol, medicines or other kind of drugs
- Illness/medical condition which is known before the travel begins and when the purpose of the travel is consultation, examination, treatment and/or operation

5.4 Where the insurance does not apply

This insurance does not apply when the insured is:

- At home

- At an education institution/campus in Norway during classroom hours (pre-school/school/university/college/military service, etc.)
- At the workplace in Norway during work hours. Workplace is defined as the place you perform your normal, everyday work

5.5 Europeiske's liability

a) *Medical treatment expenses*

The insurance covers:

- Doctors' fee and/or expenses related to a hospital stay
- Medicine and bandages prescribed by the doctor on site
- Necessary treatment expenses prescribed by the doctor on site
- Necessary travel expenses to/from medical treatment. We will refund NOK 2 pr. km. for use of a private car

b) *Dental treatment*

Expenses for dental treatment are covered:

- Up to NOK 5,000 per insured event when an accidental injury must be treated while travelling
- Up to NOK 1,000 per insured event when acute dental illness/injury related to eating must be treated while travelling

c) *Prolonged travel/changed itinerary*

Necessary, documented additional expenses for travel and accommodation are covered when, for necessary medical reasons and according to doctor's orders, the insured must postpone his/her scheduled travel back home or cannot proceed with the travel as planned. Additional expenses will also be paid when a close relative at the destination becomes acutely ill, seriously injured in an accident or dies, see point 11.3

d) *Repatriation/medical evacuation*

When pre-approved by Europeiske, the insurance covers medical evacuation to a qualified treatment centre or to the insured's home in Norway when adequate medical treatment cannot be given where the insured is located. If the insured receives treatment outside Norway, additional expenses are covered for travel directly to the insured's home in Norway when return travel is medically justifiable.

Upon death of the insured, additional expenses

are covered for transport of the casket or urn to the deceased's home in Norway.

As an alternative to transport home, Europeiske can cover burial/funeral expenses on site of up to NOK 40,000 per insured event

e) Return travel

Necessary, documented expenses for return to the travel destination are covered when the return travel takes place within 14 days of completion of medical treatment. The return travel must take place within the planned itinerary and the insurance period.

f) Recall

We pay the necessary, documented and additional travel expenses when you must travel home due to:

- Sudden and serious illness, serious accident or funeral/memorial service in your close family; see point 11.3
- Fire, burglary, natural disaster or water leakage in your residence, office or business in Norway, and which requires your presence

After recall, return travel is covered as described in point 5.5 d. The return travel must take place within 14 of the return home.

g) Summoning of close relatives

Necessary, documented additional expenses for travel and accommodation are covered when up to two immediate family members are summoned due to an acute and serious illness, serious accident or unexpected death of the insured. Summoning of close relatives is not covered when a decision already has been made to quickly repatriate the insured or the insured has already been admitted to a hospital/institution in his/hers municipality in Norway.

The insurance covers up to NOK 80,000 per insured event.

h) Escort

The insurance covers necessary, documented additional expenses for travel and accommodation for an escort when the insured is stricken by an insured event as described in point 5.2 and when the escort will:

- Stay with the insured at the travel destination until it is possible to travel home/continue the planned travel and when travel home/continued travel is postponed/changed in accordance with orders from the doctor on site.
- Accompany the insured to a treatment centre or to the insured's home in Norway.

i) Sole travelling companion

Necessary, documented additional expenses for travel and accommodation are covered when a planned return journey home must be postponed or the planned itinerary must be postponed/ changed because the insured's sole travelling companion is stricken by unexpected, acute illness, serious accident or death during the term of insurance.

Additional expenses also are covered when the sole travelling companion must travel home for reasons stated in point 5.5 e. The insurance covers up to NOK 35,000 per insured event.

j) Compensation for curtailed travel/lost vacation days

Within the term of insurance and planned travel time, the insurance covers curtailed travel/lost vacation days when:

- The insured is prescribed bed rest by the attending doctor on site due to reasons stated in point 5.2. The number of days will be counted from the first medical consultation. Compensation will be paid for bed rest only for the first 45 days of travel.
- The insured is admitted to a hospital for reasons stated in point 5.2.
- The insured must travel home earlier than planned due to reasons stated in point 5.5 d and e. Return travel, as described in point 5.5.d, may be refunded with an equal amount to the sum of a per day compensation.
- The insured's sole travelling companion is stricken by an insured event as stated in point 5.5 h and this incident leads to hospitalization, prescribed bed rest or an early repatriation..
- The insured's spouse/partner/child who is co-insured and travelling with the insured is stricken by an insured event as stated in point 5.2.

Compensation will be paid for maximum two persons pr.insured incident

Compensation is calculated on the basis of the price of the curtailed travel and disbursed in the form of compensation per day for the number of unused days in relation to the planned number of travel days. The price of the travel is considered to be the price paid by the insured for the travel and accommodation up to and including the first sick day/curtailed day. When the insured travels with his/her own car, the price of the travel is calculated according to NOK 2.50 per km round trip from/to the residence in Norway. Compensation is personal and cannot be transferred or bequeathed.

The insurance covers up to NOK 1,200 per day up to the price of the travel, up to NOK 50,000 per person and up to NOK 100,000 per family.

k) Excursions/events

We pay up to NOK 2,000 per insured event for pre-paid excursions/events that you were forbidden from attending by the attending doctor on site. This compensation will not be paid in addition to the compensation described in point 5.5 i.

5.6 Exclusions to coverage

a) The insurance does not cover expenses resulting from:

- Boxing, wrestling, judo, karate and other martial arts/self-defence sports or training for such
- Participation in, or being an accessory to, criminal activity
- Base-jumping
- Additional expenses for stays and treatment at private clinics in the Nordic region
- Examination, treatment and/or operation which results in complications/deterioration of the condition
- Continued stay and treatment abroad when repatriation is medically justifiable
- Pregnancy, pregnancy complications or the voluntary termination of pregnancy
- Giving birth from and including the 36th week
- Serious illness in the final stage
- Wrongful medical treatment and/or wrongful administration of medicine

Unless an additional insurance policy as described in point 10.1 has been purchased, the insurance does not cover sports and recreational diving deeper than 40 meters, unorganized aerial sports,

or motor sports performed as part of a competition or training for such competition.

Without additional insurance in accordance with point 10.3, the insurance does not cover expenses related to altitude sickness or other medical conditions resulting from being at heights over 4,000 metres.

5.7 Claims settlement

a) Documentation requirement

The insured must consult a doctor as soon as possible, and follow doctor's orders concerning treatment. The insured must also obtain written confirmation from the attending doctor on site regarding the curtailed travel and be able to document that the expenses incurred arose due to acute illness, accident or unexpected death which occurred during the insurance period.

b) Pre-approval

Repatriation, escort and summoning of close relatives must be approved in advance by Europeiske. For hospital stays or when expenses are anticipated to exceed NOK 5,000, the insured must inform Europeiske without undue delay.

c) Advisory management

Compensation liability for one and the same illness/accidental injury which requires ongoing treatment is limited to the first 30 days following the first consultation with a doctor. If repatriation is not medically justifiable, this time limit may be extended.

To ensure the quality of medical treatment and good collaboration with the attending doctor or hospital, Europeiske reserves the right to decide which doctor/hospital must be used.

Europeiske has the right to gather information from doctors, hospitals and other parties which is necessary to handle a particular claim.

6. PERSONAL ACCIDENT INSURANCE

6.1 Validity of insurance

The insurance is valid 24 hours a day as long as the insurance remains in force. When the insured is travelling, the accident insurance will be valid for the time period agreed upon per trip and as stated in the Certificate of Insurance.

The insurance covers accidental injury which strikes the insured. Accidental injury is defined as a physical injury to the person caused by a sudden and unexpected external event – an accident – which occurs during the insurance period. Psychological injury is not covered; see point 6.4 a.

6.2 Extent of coverage

The insurance is valid in the event of:

- Death
- Permanent medical disability
- Treatment expenses. The insurance covers usual and necessary treatment expenses in Norway, and which are incurred during the first two years after the accident occurred, for: a doctor and dentist, medication and bandages prescribed by a doctor or dentist, chiropractor treatment and physiotherapy prescribed by a doctor, necessary travel expenses from/to the insured's home for necessary treatment. Compensation will be paid for the least expensive form of transportation, taking the insured's medical condition into account. Use of a private car will be refunded at NOK 2 per km. For dental damage to a child under 18 years old, and with pre-approval by Europeiske, expenses are also covered for the first permanent dental treatment (bridge, crown, etc.), even though the final treatment must be postponed beyond two years due to the child's age. Claims settlement must take place no later than ten years after the close of the year when the damage occurred and be based on a price estimate by the dentist/dental technician.

This provision assumes that compensation for these expenses cannot be claimed from other parties. Compensation is limited to 5 per cent of the insurance sum for medical disability.

6.3 Limitations

a) Age

After the insured turns 70 years old, compensation for death/disability will not be paid.

Treatment expenses are covered up to NOK 5,000, even after the insured has turned 70 years old.

b) Professions/trades

- Performance of professions with low risk of accident. The insurance is valid as described in

point 6.1 for persons who are considered not to be professionally active or whose professional work has a low risk of accident, i.e. professions that involve supervisory activities, office work and manual work which entails limited physical activity and/or is performed without the use of production materials/machines. Examples: watchmakers, nurses, hairdressers and goldsmiths.

- Performance of professions with increased risk of accident. This is defined as professions performed at great heights (on ladders, scaffolding, lifts, etc.), with the aid of machinery and production equipment, in proximity to chemical substances, and professions in the areas of agriculture and timber. Other professions in this category: transportation, warehouse, construction, plumbing, electrical, painting, carpentry, road construction/repair, sanitation, military, fire fighting, security, police and prisons.

Persons with such professions will only be covered in time of leisure, if not an additional insurance is taken out, see point 10.2. No additional insurance means that the insured has no coverage while performing his/hers profession or staying at the place of work

Performance of a profession in connection with building and maintenance of the insured's own home/vacation home which is used by the insured only for private purposes is covered by the insurance.

- Performance of professions not covered under any circumstances. The insurance does not cover performance of the following professions, not even when the insured is at the workplace: Diving, all offshore activities, professional fishing, service with military vehicles (including in the navy and air force), production work in quarries, sand and gravel pits, all manufacturing, use, storage and transport of explosives, stunt activities and aerial acrobatics.

The insured has a duty to notify the company immediately in the event of a change of profession after the insurance contract has been signed. Failure to comply with this duty may result in reduction of the compensation; see FAL 13-7

6.4 Exclusions to coverage

a) *Psychological conditions, behavioural disorders, learning disabilities, etc.*

The insurance does not give the right to compensation for psychological conditions, behavioural disorders, learning disabilities and similar conditions included in the diagnosis codes from and including F00 to and including F99, in accordance with ICD-10* and the consequences of such conditions.

*) ICD-10 is the tenth revision, with subsequent addendums, of the international statistical classification of disease and related health problems, determined by the World Health Organization (WHO).

b) *Limitations regarding illness, contagious disease and other conditions*

The insurance does not cover accidental injury resulting from illness, morbid condition or disposition toward this, such as injury arising in connection with epileptic seizure, loss of consciousness, stroke, etc. The insurance does not cover the following conditions, even though an accident is the primary cause:

- Stroke
- Heart attack
- Cancer
- Back pain, unless the pain is due to a break in the spinal column which can be confirmed by x-ray, and the break is a result of an accident
- Infectious illness, unless the infection is contracted through a tissue injury resulting from an accident. Insect stings and bites are not considered to be accidents.

c) *Medical treatment/use of medications*

The insurance does not cover accidental injury caused by medical examination, treatment, etc or intake of medications, unless the insured is being treated for an accidental injury that Europeiske is liable for

d) *Poisoning*

The insurance does not cover accidental injury caused by poisoning from food, beverages or stimulants.

e) *Scars and disfigurement*

The insurance does not give the right to compen-

sation for scars and disfigurement which result in a less than 15 per cent degree of disability.

f) *Dental damage*

Disablement due to dental damage will not be compensated

g) *Sports and activities with special risk*

The insurance does not cover accidental injury resulting from participation in:

- Boxing, wrestling, judo, karate and other martial arts/self-defence sports or training for such
- Base-jumping
- Stunt activities
- Sports, athletics and expeditions for which the insured receives income or sponsored funding in an amount greater than NOK 1 G per year
- Participation in peacekeeping forces or in another country's armed forces or organization's military/paramilitary group

Unless an additional insurance policy as described in Terms and Conditions, point 10.1 has been taken out, the insurance does not cover sports and recreational diving deeper than 40 meters, unorganized aerial sports, or motor sports performed as part of a competition or training for such competition.

h) *Fighting, criminal activity and revenge action*

The insurance does not cover accidental injury resulting from the insured's participation in a fight, participation in criminal activity or becoming a victim of a revenge action in connection with the insured's own participation in a punishable offence.

i) *Wilful intent and negligence*

If the insured has brought about the insured event intentionally, Europeiske is not liable. However, Europeiske is liable if, for reasons of age or state of mind, the insured was unable to understand the implications of his/her actions. Europeiske is not liable for suicide or attempted suicide as a result of mental illness. If the claimant can show that the suicide was caused by acute mental deterioration due to external causes, not mental illness, Europeiske will be liable. For causation of an insured event due to negligence, see point 11.2.

j) Search and rescue

The insurance does not cover expenses related to search and rescue actions.

k) Treatment expenses

The insurance does not cover the following treatment expenses:

- Expenses related to dental damage resulting from chewing and biting
- Additional expenses for examination, treatment or rehabilitation in private clinics/health institutions or by doctors in private practice/health service providers without the right to receive reimbursement from the public health system
- Expenses for medical aids
- Transport from the accident site

6.5 Claims settlement

a) Attestation from doctors/specialists

The insured and the company are entitled to obtain attestations from doctors/specialists who are important in determining the basis of compensation. If Europeiske deems it necessary to obtain a doctor's attestation from a new expert, this must be justified in writing.

If the insured is staying outside of Norway, Europeiske may require the insured to be examined by a doctor in Norway to evaluate whether conditions for compensation are present. Europeiske will pay the doctor's fees, but not travel expenses to/from Norway in this connection.

b) Concurrent causes

Compensation will be reduced proportionately if other conditions, along with the accidental injury, have resulted in a need for treatment, medical disability or the death of the insured.

c) Permanent medical disability

Permanent medical disability means the physical, functional impairment which a certain injury usually causes.

Compensation for disability will be paid when the insured event has occurred and when Europeiske has received a claim for compensation with necessary documentation and has had a reasonable amount of time to assess conditions for liability and calculate the company's final liability. Compensation will be determined based on the degree of disability caused by the accidental injury

and the insurance sum. If an accident results in several different injuries, the degree of disability will be determined on the basis of a holistic evaluation, according to the same method used for occupational injury (referred to as the "reduction method"). If the accident results in increased impairment of a previously impaired body part or organ, the degree of medical disability equivalent to the original impairment will be deducted from the compensation amount. When other conditions cause the medical disability to be greater than the injury itself indicates, proportional compensation will be given; see point 6.5 b.

The degree of medical disability will be determined on the basis of the disability schedule in the Norwegian Ministry of Social Affairs regulations of 21.04.97, parts II and III. The insured's profession, reduced earning capacity, leisure interests, etc. will not be taken into account.

d) Death

If the accidental injury results in the insured's death within two years after the date the injury was sustained, compensation for death will be paid. Any compensation for disability paid previously for the same injury will be deducted. Should the insured die for any other reason within two years after the injury was sustained, neither compensation for death nor compensation for disability will be paid. Should the insured die more than two years after the injury was sustained, compensation for death will not be paid, but compensation for disability will be paid according to the degree of disability the injury would have resulted in had the insured not died.

If the policyholder and the insured are the same person, compensation for death will be paid to the insured's spouse/registered partner; see FAL Chap. 15. If the insured does not have a spouse/registered partner, or he/she is no longer living when the insured dies, compensation will be paid to the insured's legal heirs as stipulated by law or testament in accordance with inheritance legislation. A person is not considered to be a spouse/registered partner when a separation or divorce decree has been granted, even though the decision is not legally binding or final.

If the policyholder wants payment upon death to be made to specially appointed persons, benefici-

aries, this must be agreed upon with the insurance company. If the insured's partner is appointed as the beneficiary without the partner's name explicitly stated, the partner will be considered to be the person who the insured, upon his/her death, was living with in a marriage-like relationship with the same residential address as registered for the past two years in the Norwegian National Population Register, or that person with whom the insured had children and shared a residence. A person is not considered to be a partner if, at the time of death, conditions would have prevented the insured and his/her partner from entering into a legal marriage or it was apparent that a separation had taken place before the time of death.

7. PERSONAL LIABILITY INSURANCE

The insurance is only valid for travel outside the Nordic region.

7.1 Extent of coverage

The insurance covers damages you are held liable for under the current legislation in the particular country for injury to another person or damage to property. Injury to another person is considered to have occurred when the result is illness or death. Damage to property is considered to have occurred when property, including animals, has been damaged or lost or when electronically saved information becomes corrupted or is lost in another way. Financial loss is also covered when it results from injury/damage covered by the insurance.

The damage must be ascertained by the insured or the claimant during the term of insurance. The damage will be covered by that insurance agreement which was valid at the time the damage was ascertained. All damage resulting from the same occurrence will be regarded as one insured event and be considered to have occurred at that point in time when the damage first was ascertained.

7.2 Limitations to liability

Europeiske does not cover liability incurred by the insured:

- When the sole basis for liability is a guarantee, contract, promise, commitment or other agreement entered into before or after the damage was ascertained

- For damage to items the insured rents, borrows, uses or keeps. The insured's liability for a rented residence is covered if the damage results from fire, explosion or leakage of water/liquid from the building's pipes
- For defamation, damages for non-economic loss or fines; see the Law on Compensation Assessment, 13 June 1969, no. 26, sections 3-5 and 3-6
- In relation to spouse/partner, parents/stepparents/foster-parents/in-laws, siblings, children/step-children/foster-children and their spouses/partners. The family relation at the day of the insured incident is the basis of any decision
- In relation to a business managed/owned by the insured or in which the insured's family holds a major interest
- As the owner, driver or user of a motor vehicle, industrial machine with its own propulsion. Liability is covered, though, as the owner, driver or user of an industrial machine with its own propulsion which cannot be driven faster than 10 km per hour with a total weight up to 750 kg, and which is only used on/in connection with the insured's own property. Motorized wheelchairs and other similar motorized transport devices used by disabled persons are not considered to be motor vehicles when they cannot be driven faster than 10 km per hour. Motorized devices for children are not considered to be motor vehicles when they have a maximum speed of 6 km per hour and do not weigh more than 50 kg.
- As the owner, driver or user of a sailboat or motor-powered boat. Windsurfers are not considered to be boats in this regard.
- As the owner, driver or user of aircraft. Hanggliders/paragliders without motors are not considered to be aircraft in this regard.
- As the owner, rider or user of registered trotting or racing horses
- For property damage resulting from excavating, drilling, blasting, surveying and demolition. Blasting also includes the use of an expanding mass.
- For parents' no-fault liability for their child's injurious acts; see Law on Compensation Assessment, 13 June 1969, no. 26, section 1-2
- During the performance of a profession/trade
- As the owner of real estate
- For damage that the insured has caused inten-

tionally or through neglect, and the consequences of such damage

- For pollution of air, water or ground, or damage resulting there from, unless the cause is sudden and unexpected. Pollution also includes dust, noise, din, smell, light and radiation.

Safety regulation: The insured is responsible for ensuring that the authorities' requirements/regulations are complied with regarding supervision, storage and control of tanks, including containers, with flammable liquids and other chemicals. For the consequences of lack of compliance with security regulations, see point 11.2.

- For transmitting a contagious disease between persons, regardless of the manner in which it occurs
- For damage to items/property due to dry rot and decay or by the slow penetration of moisture

7.3 Claims settlement

a) *The insured's obligations*

Damage or injury that may be expected to result in a claim for compensation must be reported to Europeiske without undue delay. When a claim for compensation is made against the insured or the company, the insured is obligated to give the company all information significant to the claim and, at the insured's expense, carry out all investigations that the company deems necessary. The insured is obligated to attend all negotiations and court proceedings. If the insured, without the consent of Europeiske, admits to liability or negotiates a claim for compensation, Europeiske will not be bound by such.

b) *Compensation*

When a claim for compensation is covered by the insurance, it is the responsibility of Europeiske to determine if compensation liability exists, to negotiate with the claimant and, if necessary, to act as a party to court proceedings. Europeiske will bear its own costs in assessing compensation, even though the insurance sum is exceeded. Other costs for external lawyers and other expert advisers, selected or approved by the company, will be paid by the company.

If the claim for compensation is covered only partially by the insurance, the costs will be shared according to the parties' financial interests in the matter. If Europeiske is willing to negotiate the

case or make the insurance sum available, any charges later incurred are not covered. Europeiske has the right to pay compensation directly to the injured party.

Our total compensation liability is limited to NOK 6 million per insured event. Legal fees are covered in addition.

8. LEGAL EXPENSES

The insurance is only valid for travel outside the Nordic region.

8.1 Extent of coverage

The insurance covers legal representation/assistance up to NOK 20,000 per dispute when the insured becomes a party to a legal dispute as a private person requiring legal assistance before the travel is completed. Court costs and legal fees imposed by the court are not covered.

8.2 Exclusions to coverage

The insurance does not cover expenses from legal disputes which involve:

- The insured's profession or trade, including disputes arising from a work-related injury or illness
- The insured's real estate or the purchase/sale of real estate or timeshare property
- Separation, divorce, child custody, visitation rights, paternity, inheritance, demand for return of gifts, child support, estate distributions, dissolution of the economic relationship between living partners and dissolution of the household partnership, as well as descendent estate matters
- Cases falling solely under the authority of local courts, except for those involving a residential rental agreement
- Letters of credit and other negotiable documents, collection cases in which the payment demand is not disputed, debt negotiations cases and cases involving bankruptcy or associated debt negotiations when the insured is bankrupt or a debtor
- A motor vehicle, industrial machine with its own propulsion. Disputes are covered, though, as the owner, driver or user of an industrial machine with its own propulsion which cannot be driven faster than 10 km per hr with a total weight up to 750kg, and which is only used on/in connection with the insured's own property

- Boats and Aircraft. Canoes, kayaks, and surfboards are not considered to be boats. Hang-gliders and paragliders without motors are not considered to be aircraft
- Registered trotting or racing horse, or when the insured is a partial owner, rider or user of these
- A dispute related to or arising from a crime, a criminal case, defamation, libel or slander cases and claims for damages in such cases, as well as cases involving liability according to the laws of the particular country
- A dispute that obviously cannot prevail
- Expropriation cases or other cases in which the insured seeks to obtain the right to another's property
- Public actions. Expenses related to a lawsuit are covered, however, when the administrative appeals process has been exhausted. In connection with a lawsuit, all expenses incurred during proceedings within the public administration are excluded from coverage.
- Lawyers' fees/expenses or expenses for expert advisers/witnesses
- Expenses in personal injury cases related to car liability before the motor vehicle's insurance company has sent a written refusal to cover the insured's expenses for legal assistance before court proceedings
- Expenses incurred before the dispute arose
- A claims settlement under this or other insurance agreement by Europeiske or If Skadeforsikring which covers the insured

8.3 Claims settlement

If the insured wishes to seek compensation under legal expenses insurance, Europeiske must be notified as soon as possible and no later than one year after an attorney was engaged. The notification must be in writing. The insured must select an attorney appropriate to the type of case and the location of the insured's current residence. The insured is obligated to limit the expenses as much as possible and to bear those costs incurred without good reason.

Europeiske may demand to be kept informed as to the extent of expenses for which cover is being sought under the insurance and has the same right as the insured to obtain documentation as to how the attorney has determined his/her fees. Hourly charges must be specified.

9. PETS – VETERINARY EXPENSES

9.1 Eligibility

The insurance covers pets which the insured owns and which the insured brings along from the insurance address in Norway; see point 1.1 The animal must be ID-marked and vaccinated in accordance with regulations in effect in the EU/EEA. The insurance does not cover animals which will participate in exhibitions, in competitions or which will only be used for breeding.

9.2 Extent of liability

The insurance covers up to NOK 1,000 per insured event for necessary, documented veterinary expenses resulting from acute illness or accident-related injury which occurs outside the Nordic region, within the EU/EEA.

10. ADDITIONAL INSURANCE COVERAGE

After an individual risk assessment, the insurance may be expanded to include the following additional insurance:

10.1 Certain sports activities

The additional insurance covers:

- Sports and recreational diving deeper than 40 meters
- Unorganized aerial sports, defined as aerial sports not performed under the auspices of a national or international association
- Motor sports performed as part of a competition or training for such competitions

10.2 Professions/trades

The additional insurance covers the performance of professions considered to have an increased risk of injury, such as professions performed at great heights (on ladders, scaffolding, lifts, etc.), with the aid of machinery and production equipment, in proximity to chemical substances, professions in agriculture and timber. Other professions in this category: Transportation, warehouse, construction, plumbing, electrical, painting, carpentry, road construction/repair, sanitation, military, fire fighting, security, police and prisons.

10.3 Expeditions

The additional insurance covers travel to relatively inaccessible areas, without a public communi-

cation system, with poor infrastructure, and travel which often requires the use of special equipment/special outfitting, e.g. climbing/trekking in the Himalayas and similar regions and all travel to Arctic regions (not charter tours).

In connection with an expedition, travel medical insurance may be expanded to include altitude sickness and other medical conditions caused by being at altitudes over 4000 meters.

10.4 War/terror/political unrest

An additional insurance will cover business travel exceeding 45 days to areas with an increased risk of war/terror/political unrest or similar disturbance of the public order

11. GENERAL RULES

11.1 Duty of disclosure

When an insurance agreement is entered into or renewed, Europeiske may request information about conditions which may be significant for its assessment of risk. The policyholder and the insured shall answer the company's questions truthfully and thoroughly. The policy holder and the insured shall also on their own volition provide information about special conditions that he or she should realize are of significance to the company's risk assessment; see FAL 4-1, 4-3, 13-1 and 13-5. Should the policyholder or the insured fail to meet his/her obligation to disclose due to fraudulent intent and an insured event occurs, the company is not liable. Should the policy holder or the insured fail for any other reason to meet his/her obligation to disclose, and he/she is not to blame or only partially to blame, the company's liability may be reduced or become void; see FAL 4-2, 13-2 and 13-4.

If loss occurs, the insured bears the burden of proof of showing that an insured event has occurred. The insured also bears the burden of proof for showing that the insured event has resulted in the expenses as stated in the relevant terms and conditions of insurance.

11.2 Due diligence

a) The insurance contains safety regulations intended to prevent or limit loss/damage, and these must be complied with. If a safety regulation is violated, Europeiske's liability shall be

reduced or become void. This limitation does not apply if the claimant is not to blame, or only marginally to blame, or if the insured event is not due to the violation of safety regulations. Even if Europeiske can invoke the above limitation due to the violation of safety regulations, the company may assume partial liability. When settling a claim, emphasis shall be placed on the type of safety regulation violated, the degree of blame, the cause of event, and whether the insured was in a state of self-induced intoxication, as well as the circumstances in general; see FAL Sections 4-8 and 13-9.

b) Should the insured have brought about the insured event deliberately, Europeiske is not liable. If the insured has caused or increased the extent of the insured event through gross negligence, Europeiske's liability may be reduced or become void. When settling a claim, emphasis shall be placed on the degree of blame, the cause of event, whether the insured was in a state of self-induced intoxication, and what consequences the company's reduced liability or no liability will have for the person who has the right to be indemnified, or for other persons economically dependent on him or her, as well as the circumstances in general. These limitations do not apply if the insured was unable to understand the consequences of his/her actions due to age or state of mind; see FAL Sections 4-9, 13-8 and 13-9.

c) The insured shall report an insured event to Europeiske immediately. If the insured is going to make a claim for compensation, he/she must give the company all available information and documents which the company needs to assess its liability and payment of compensation; see FAL 8-1 and 18-1. If damage/loss/expenses are incurred, the insured shall take reasonable action to mitigate the damage; see FAL 13-11 and 13-12.

d) If damage/loss/expenses are incurred because the insured has wilfully or through gross negligence failed to meet his/her obligations under these provisions, Europeiske's liability may be reduced or become void; see FAL 4-10.

e) If the insured's right to compensation becomes totally or partially void as a result of his/her actions or neglect, this shall have the same effect as if comparable actions or neglect were carried

out by the co-insured spouse/partner/registered partner; see FAL 4-11.

11.3 Definitions

- **Policyholder:** The person who enters into an insurance contract with the company.
- **The Insured:** The person who has a claim for compensation or the insured sum. For liability insurance, the insured is the person for whom liability is covered.
- **The Insured:** That person's life or health to which the insurance is linked.
- **Close Relatives:** Spouse/partner/registered partner, children, grandchildren, great grandchildren, parents, grandparents, great grandparents, siblings, brothers/sisters-in-law, parents-in-law, and sons/daughters-in-law.
- **Partner:** The person living in a marriage-like relationship with the insured with the same residential address in Norway which is registered in the Norwegian National Population Register.
- **Sole Travelling Companion:** The person who is registered as the insured's only travelling companion and who accompanying the insured on the entire journey.
- **Checked Luggage:** Personal luggage which has been assigned to the care of a carrier against receipt, for shipment by air, sea, train or bus when you are travelling by the same means of transport.
- **Traffic Accident:** A collision, running off the road, running aground, capsizing or rolling over when the vehicle/bicycle is in traffic/in use; see BAL Section 3.
- **Additional Expenses:** Expenses incurred as a result of the insured event taking place.

11.4 Double insurance/reimbursement

If a loss/damage is covered by others, we will assume the insured's right to compensation for the amount refunded by us

If several insurance policies hold benefits for a loss/damage, the insured may choose which insurance he/she claims until full compensation is achieved. The compensation shall be divided between the companies according to each company's liability for the loss/damage. See FAL 6-3

If we wrongly have reimbursed you for a loss/

damage, you, or someone you can be identified with, are obligated to repay the amount to us

GENERAL TERMS AND CONDITIONS

1. Special limitations to compensation liability

1.1 Europeiske is not liable for loss or damage, or the increase of loss or damage, which is caused directly or indirectly by, or in connection with, earthquake or volcanic eruption. This limitation applies unless specifically stated otherwise in the applicable terms and conditions of insurance.

1.2 The Company is not liable for loss or damage, or the increase of loss or damage, which is caused directly or indirectly by war or hostilities, whether war is declared or not, civil unrest and similar serious disturbances of the public order. For insurance on buildings, machines, personal property, merchandise and losses associated with business operations, public services and loss of building/rental loss related to a housing co-operative/jointly-owned housing, compensation is limited to EUR 50 million per insured event, if the damage covered by the insurance is caused by or has occurred in connection with a terrorist attack. Damage to/loss of such items and interests located outside the Nordic countries, Estonia, Lithuania or Latvia and arising in connection with a terrorist attack is not covered. "Terrorist attack" is defined as an illegal, injurious action directed toward the general public, including an act of violence or dangerous dispersal of biological or chemical substances – and which appears to have been carried out for the purpose of influencing political, religious and other ideological institutions or to evoke fear. "Insured event" is defined as all loss/damage suffered by policyholders of Europeiske and its parent company, including other branches in the Nordic countries, Estonia, Lithuania or Latvia, within a period of 48 hours. If the established limit per insured event is exceeded, the insured must bear a proportional reduction of the compensation amount. This limitation applies unless specifically stated otherwise in the Certificate of Insurance or in the terms and conditions for personal accident insurance or travel insurance.

1.3 The Company is not liable for loss or damage, or the increase of loss or damage, which is caused

directly or indirectly by, or in connection with, nuclear damage – irrespective of the cause – from nuclear material (see the Nuclear Energy Act of 12 May 1972, no. 28, Sections 1c and 1h). This exception does not apply to the use of radio isotopes which is specified in Section 1c of the Act and which are permissible in accordance with the Act governing the use of x-rays and radium, etc. of 18 June 1938, no. 1. This limitation applies unless specifically stated otherwise in the Certificate of Insurance.

1.4 The company is not allowed to confirm benefits or pay any compensation if this means that the company then will be acting in conflict with sanctions or restrictions adopted by the United Nations. The same applies for trade-/financial sanctions adopted by the EU, United Kingdom, Northern Ireland or USA. This limitations may not be waived

2. Expert assessment

If there is occasion to call for expert assessment in accordance with the terms and conditions of insurance, the following procedures will apply: Assessment must be made by qualified and impartial persons. Each party will select an assessor. If either party so desires, he or she may appoint a special assessor for specific items, or specific questions in the case of consequential loss. When one of the parties has informed the other of his/her choice, the latter must respond in kind within one week of receiving the notification. Before the assessment, the two assessors will appoint an arbitrator. If either of the parties so demands, the arbitrator must reside outside the parties' home location and outside the area of local authority in which the insured event took place. If one of the parties fails to appoint an assessor, the assessor will be nominated on his/her behalf by the city or district court in whose jurisdiction the assessment will be made. If the assessors are unable to agree on the arbitrator, one will be appointed as described above. The assessors are obliged to gather such information and to carry out such inquiries as they deem necessary. They are obligated to give their assessment based on the terms and conditions of insurance. The two assessors will make their valuation and answer questions with respect to consequential loss without calling in the arbitrator. If they

are unable to agree, the arbitrator will be summoned and will make his/her assessment according to the same guidelines on the points on which the assessors are in disagreement. If the arbitrator is summoned, compensation will be awarded on the basis of the arbitrator's assessment. The compensation, however, will not fall outside the limits indicated by the two assessors' valuations. Each of the parties will pay their own assessor. The arbitrator's fees and any expenses incurred in the assessment will be borne by the parties, each paying one half. If the company calls for expert assessment in connection with damage to property, and the other party is the policyholder as a private individual, the company covers all the costs of the expert assessment if the policyholder does not want to pay his/her share. The valuations set by the assessment are binding on the parties.

3. Interest on indemnity

The insured is entitled to interest in accordance with the rules of Section 8-4 or 18-4 of the Insurance Agreements Act of 16 July 1989, no. 69 (FAL).

4. Consequences of fraud

Whosoever is guilty of fraud against the Company forfeits all claims to compensation against the company in accordance with this and other insurance agreements relating to the same event, and the Company may cancel any insurance agreement with the insured; see FAL Sections 4-2, 4-3, 8-1 or Sections 13-2, 13-3 and 18-1; see also point 9 below.

5. Deadline for reporting claims and taking legal action; time limitations

5.1 The Company will not be liable when:

5.1.1 The insured has not reported the claim to the Company within one year after the insured became aware of the circumstances upon which the claim is based.

5.1.2 The insured has not brought an action or called for a hearing by the appeals board within six months from the day when the Company informed the insured in writing that the company does not consider itself liable and informed the insured of the deadline, its length and the consequences of it being exceeded; see FAL Sections 8-5, 18-5 and 20-1.

5.2 The insured's claim will also expire in accordance with the provisions of FAL Section 8-6 or 18-6.

6. Cancellation during the insurance period

6.1 The Company may cancel the insurance:

6.1.1 With 14 days' notice, if incorrect or incomplete information has been given regarding the risk; see FAL Section 4-3 or 13-3.

6.1.2 With immediate effect, if fraud is found in connection with the information about the risk; see FAL Section 4-3 or 13-3.

6.1.3 With one week's notice, if fraud is found related to a claims settlement; see FAL Section 8-1 or 18-1.

6.1.4 After loss or damage has occurred, if the insured has deliberately caused the loss or damage, or the insured has neglected to observe safety regulations, or the loss record deviates substantially from the usual, or in the last 12 months there has been a total of at least 3 claims under this or other agreements with the Company. The cancellation notice is two months; see FAL Section 3-3 or 12-4.

6.1.5 With two months' notice, in cases where the use of the insured item or the insured's activities change during the term of insurance in a way which means that the Company would not have underwritten the insurance if the new circumstances had prevailed at the beginning of the term of insurance, or affects the Company's ability to reinsure; see FAL Section 3-3 or 12-4.

6.1.6

6.1.6 With two months' notice, if there are repeated irregularities in the payment of premiums; see FAL Section 3-3 or 12-4.

6.1.7 Or a part of it, with a limit of 14 days if the insured is involved in actions that may expose the company or its reinsurers of sanctions or that they act in conflict with regulations as described in point 1.4; see FAL 3-7 or 12-4. A cancellation of an insurance agreement will have the same effect for any coinsured. If the company cancels an insurance agreement, they shall immediately notify the coinsured

6.2 The insured may cancel

6.2.1 Life insurance at any time during the term of insurance. This point may not apply to agreements on collective insurance, and in such cases this will be stated in the Certificate of Insurance.

6.2.2 Other personal insurance at any time with one month's notice. If the need for the insurance

no longer exists or if other special circumstances arise, the insurance may be cancelled immediately; see FAL Section 12-3, paragraph 3. This point may not apply to agreements on collective insurance, and in such cases this will be stated in the Certificate of Insurance.

6.2.3 Non-life insurance, if the need for the insurance no longer exists or other special circumstances arise; see FAL Section 3-2, paragraph 2. The insured may also cancel the insurance to change to another insurance company with one month's notification. Such notification must provide information regarding the date of the change and the name of the other insurance company; see FAL Section 3-6, paragraph 2, point 2. In order for the cancellation to fall under the regulations regarding change of insurance companies, the new insurance must have the same or almost the same extent of coverage. The right to change insurance companies may not apply to collective insurance agreements and insurance agreements for organizations falling under FAL Section 1-3, points a–e. In such cases, this will be stated in the Certificate of Insurance.

7. Duration of the insurance policy and calculation of premium

7.1 The insurance is valid from the moment the agreement is accepted by both parties, or from a later date as agreed, at 00.00 hours. The insurance policy is valid until 24.00 hours on the last day of the period of coverage. The same applies to subsequent renewals. The premium must be paid within the time specified by the payment agreement. If the premium must be paid before the Company's liability comes into force, this will be stated on the Certificate of Insurance for the relevant policy.

7.2 For instalment payments or partial payments, the Company will be liable only for loss/damage which occurs during the period for which the premium has been paid.

7.3 If the premium for altering or extending the insurance policy is not paid by the due date, the alteration/extension will be cancelled.

7.4 If a current insurance policy is cancelled during the term of insurance, the Company is entitled to the premium pro rata to the time the insurance policy has been in force, unless otherwise stated in the relevant terms and conditions of insurance.

7.5 If the second notification of the payment due

date is not observed, the insurance agreement will cease to be in force, either wholly or in part, due to outstanding payment. In this case, the Company is entitled to the premium for up to 60 days beyond the period of the Company's contractual liability. The agreement, or those parts of the agreement to which the claim applies, will be cancelled.

7.6 A supplementary charge will be added to premiums paid by instalment.

8. Insurance renewal

An insurance policy which is valid for a period of at least one year will be renewed for one year at a time, unless the policyholder gives notice of termination of the agreement within one month of when the Company sends out ordinary premium notices for the new insurance year. The Company's notice of termination is two months prior to the expiration of the term of insurance. The terms and conditions of insurance may be altered and will apply from the day of renewal.

9. Identification

Provisions regarding the insured's right to compensation becoming wholly or partly void as a result of the insured's actions or omissions will be similarly applied with respect to actions or omissions by persons mentioned in FAL Section 4-11, paragraph 2. In business situations, this applies to the actions or omissions by employees who have the overall responsibility for that part of the business where the negligence occurs.

10. Illegal interests

The insurance only covers legal interests which can be valued in monetary terms.

11. Profit exclusion

The insurance must not lead to profit, but compensate only for loss incurred within the limits of the insurance agreement. The insured sum is not evidence of an item's or an interest's value.

12. Choice of law

Norwegian law will apply to the insurance agreement to the extent that it does not conflict with the Act no. 111 of 27 November 1992 on applicable insurance law, or unless another agreement has been reached.

13. Legal venue

Legal disputes regarding the insurance agreement will be resolved in the Norwegian courts, unless it conflicts with the unalterable rules of current legislation, or unless another agreement has been reached.

14. Currency

Premiums, insured sums, compensation amounts, etc. which arise from the insurance agreement will be calculated in Norwegian kroner (NOK), unless otherwise stated in the Terms and Conditions or the Certificate of Insurance.

15. Personal data

The personal data compiled by If Skadeforsikring/Europeiske about the insured is necessary for administering the insurance and for fulfilling the Company's contractual obligations and wishes of the policyholder as a customer. The personal data may also be used for evaluating and making decisions about the content of the insurance and the terms and conditions, as well as for market analysis and marketing strategy. Personal data may also be shared for these purposes with companies/organizations with which the Company collaborates, both inside and outside the EU/EEA. Information about these collaborating partners may be obtained from the Company's personal data manager. If the Company has a duty of disclosure toward public authorities, such information will be submitted according to the authorities' requirements. The data may also be used to give the policyholder information about other services provided by the Company's cooperating organizations. According to the law on personal data, the policyholder has the right to examine the personal data kept by the Company on the policyholder, and the right to demand that the Company correct erroneous or incomplete information. Questions regarding the Company's use of personal data should be directed to the Company's personal data manager. People who do not wish to be contacted in relation to direct marketing activities may register their request to be exempt with the central reservation register in Brønnøysund.

16. Legal expenses

Travel insurance covers the legal expenses described in chapter 8 of the Terms and Conditions.

17. Non-life insurance guarantee scheme

The company is a member of the Norwegian non-life insurance guarantee scheme; see the Guarantee Schemes Act of 12 June 1996 no. 75 chap. 2a and the regulation on the non-life insurance guarantee scheme of 22 December 2006 no. 1617. The scheme provides security for the insured in the event of the company not being able to pay what it is liable for according to signed insurance contracts.

The guarantee scheme covers up to 90 per cent of each individual claim. Claims pursuant to insurance policies on home and mandatory liability insurance are covered 100 per cent. The guarantee scheme does not apply to insurance claims of more than NOK 20 million per claim per insured per insured event.

The guarantee scheme does not cover credit insurance, life insurance, energy insurance and aviation insurance. Similarly, the scheme does not cover marine insurance, with the exception of if the insurance is for ships that do not have to be registered in the Register of Ships pursuant to the Norwegian Maritime Code of 24. June 1994 no. 39 Section 11, second paragraph, or fishing vessels up to 50 gross tonnes that are registered in the Register of Ships; see Norwegian Maritime Code, Section 11-1.

The guarantee scheme does not cover business insurance for enterprises that on taking out the insurance or in subsequent renewals fulfil at least two of the following conditions:

- employ more than 250 people
- had a turnover of at least NOK 100 million according to the most recent annual accounts
- have assets worth at least NOK 50 million according to the most recent balance sheet

See the statutes and regulations mentioned above for more details



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