



Au pair Denmark

Terms and conditions 495

Effective August 2016

Contents

I. Summary of cover	3	1. Repatriation cover – extra travelling expenses	5
II. Terms and conditions	4	2. Personal accident cover	5
Chapter a - contact in case of accident/loss	4	3. Workmen’s compensation cover	6
Chapter b – definitions	4	4. Common terms and conditions	6
Chapter c – coverage	4	III, Contact information	9

Contact Gouda Rejseforsikring

Service centre

+45 88 20 88 20
gouda@gouda.dk

Claims centre

Tlf.: 88 88 81 60
Skade@gouda.dk

Your questions can also be answered on our website gouda.dk

Insurance terms and conditions 495

About Gouda Rejseforsikring

Specialists in travel insurance

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

Gouda Rejseforsikring helps travellers - on holiday and while working

Gouda Rejseforsikring offers a broad range of quality products to private and business travellers as well as foreign posting insurance. Together with the more than 300 travel agencies and 250 insurance brokers that sell Gouda travel insurance, we offer specialised, personal and thorough advice to travellers on holiday and business travellers.

I. Summary of cover

Cover	Sums covered (DKK)
Repatriation & Extra travelling expenses	
Medical repatriation	Unlimited
Repatriation of mortal remains	250,000
Summoning	25,000
Medical escort	25,000
Personal Accident	
Disability	350,000
Death	50,000
Workmen's compensation	According to the Danish Consolidated workers' compensation act

II. Terms and conditions

Chapter a - contact in case of accident/loss

A. Emergency assistance:

In the event the insured is put in an acute situation which concerns benefits under this travel insurance, please contact:

Gouda's Alarm Centre

A.C. Meyers Vænge 9
DK-2450 København SV
Telephone: +45 33 15 60 60
Fax: +45 33 15 60 61
Email: alarm@gouda.dk

The Alarm Centre is open 24 hours a day – 365 days a year.

B. Non acute claims:

If you have to claim under your policy, please read the following instructions carefully. Claims forms in Danish or English can be downloaded from the home page of Gouda (www.gouda.dk).

All claims must be submitted to:

Gouda Travel Insurance

A.C. Meyers Vænge 9
DK-2450 København SV
Telephone: +45 88 88 81 60
Email: skade@gouda.dk

C. What to do if claiming the insurance: Repatriation/summoning

If the contact concerns illness or an accident, physicians are available ready to step in and start a dialogue with the attending medical practitioner. If normal advice and guidance is required before, during or after the journey, inquiries can naturally be directed to Gouda Travel Insurance (Gouda Rejseforsikring).

Chapter b – definitions

In the policy conditions several words and expressions are stated in *italics* which means that these words and expressions are defined below. The definitions apply irrespectively of which linguistic form of the word or expression is used:

Accident means a sudden unintended and unexpected incident, caused by an external impact, which brings identifiable personal injury.

Close relative means brother or sister, parent, grandparent, stepparent.

Home country means the country in which the Insured normally resides.

Host family means the family where the Program participant is staying temporarily as an au pair.

Physician means an educated and officially authorised physician/doctor not being the insured himself/herself and not being a relative to the insured.

Sum insured means the amount stated in the Table of Benefits, which is the maximum payable during the entire period of insurance, unless stated otherwise in the policy conditions.

The insured means the au pair with residence permit by Danish authorities, noted on the insurance certificate.

Chapter c – coverage

in compliance with the Danish Insurance Contracts Act (FAL) of June 16 1989:

A. Who the policy covers

The policy covers the au pair with residence permit by Danish authorities, noted on the insurance certificate.

B. Policy cover and duration

The policy is effective whilst working as an au pair in Denmark only.

This insurance is valid also for travelling with the host family on holiday trips in EU (except home country) for a maximum duration of 45 days. This insurance does not cover for medical expenses.

All coverage commence when the insured leaves his/her home country to travel directly to his/her host family, and cease upon return to his/her home country, provided the insured travels direct from Denmark to the home country. If the insured travels outside Denmark after completion of the au pair assignment to a different destination than his/her home country, the cover ceases when the insured departs from Denmark.

However, an extra period of cover of up to two weeks directly after completion of the au pair assignment shall apply, provided that this period is spent in Denmark and that the insured is not employed during this period.

If the residence permission or employment has been terminated, the policy ceases to cover after 14 days. The insured must then contact Gouda Travel Insurance for applying alternative policies.

1. Repatriation cover – extra travelling expenses

1.1 Repatriation

1.1.1 Medical Repatriation. Gouda will pay the costs of transportation of the insured back to the home country, after consulting the Gouda physician, when such transportation is medically necessary as a result of personal acute illness/accident. The insurance does not cover:

- a) if the repatriation transport has not been approved by Gouda
- b) expenses in connection with repatriation arranged by the policyholder that would not have incurred if Gouda had arranged the repatriation
- c) expenses incurred because the policyholder does not follow the instructions given by the attending medical practitioner or Gouda's physician.

1.1.2 Repatriation of mortal remains In case of death, Gouda will pay all expenses for transport of the deceased to the Home country including expenses in connection with any statutory requirements for such transport.

1.2

Summoning Gouda will pay extra travelling expenses for economy class tickets for up to two close relatives, including hotel expenses, if medical opinion holds it necessary for the insured to be visited as a consequence of him/her suffering an accident or illness which constitutes a danger to his/her life.

The indemnification under this section in respect of hotel expenses will be limited to DKK 1.000 per day for a maximum of 15 days.

1.3

Medical escort Gouda will pay extra travelling expenses for one close relative, including hotel expenses, if medical opinion holds it necessary for the insured to be escorted during the medical repatriation home as a result of a serious illness or accident.

2. Personal accident cover

2.2

Disability The insured shall be entitled to compensation for disability if an accident has resulted in permanent injury of minimum 15%.

The degree of permanent injury will be fixed once the insured's condition has become stationary, i.e. when the insured's condition cannot be expected to change significantly, however, not later than three years after the occurrence of the accident.

The degree of permanent injury will be fixed in accordance with the degree of medical disability according to the Danish National Board of Industrial Injuries' permanent injury rating list without the insured's occupation being taken into consideration.

The compensation for disability will amount to the percentage of the sum insured that corresponds to the degree of permanent injury.

An existing disability cannot result in the degree of permanent injury being fixed at a higher percentage than if such disability had not existed.

The degree of permanent injury for loss of several body parts cannot exceed an overall percentage of 100%.

A disability that existed prior to the accident will not entitle the insured to any compensation.

The insured must be under continuous treatment by a physician and follow the physician's instructions.

2.3

Death If an accident directly results in the insured's death within three years from when the accident occurred, the sum insured for the death will be paid.

If compensation has been paid from Gouda under the insurance covers for Disability, compensation will be paid at the amount by which the sum insured in the event of death exceeds the amount of compensation that has already been paid.

Limitations of cover For persons above 60 years of age, the insurance will provide cover under Disability by half the sums insured for the insurance covers.

For persons below 18 years of age, the sum insured in the event of death will be limited to DKK 25,000.

For persons above 60 years of age, the insurance will provide cover under Death by half the sum insured for the insurance cover.

For an insurance event that occurs during skiing (incl. snowboarding and ski jumping), other dangerous sport activities, including mountaineering, mountain climbing, skydiving, any kind of motor racing, paragliding and gliding, the insurance will only cover, regardless of the sum insured, by maximum DKK 50,000 under the insurance cover for Disability.

For an accident that has occurred during aviation, the insurance will only cover an accident in which the insured is involved as a passenger on a nationality-registered aircraft.

Exclusions The insurance will not provide cover if:

- the insurance event has occurred as a result of illness and/or the triggering of a latent predisposition to illness even though the illness has occurred or has been aggravated as a result of an accident,
- the cause of the insurance event is unknown,
- the consequences of an accident have been aggravated by an existing or randomly intercurrent illness.

Also excluded are:

- Disability due to any kind of disease incl. infection by viruses, bacteria and microorganisms
- Poisoning by food and beverages incl. the use of tobacco, alcohol and medicine.
- Disability due to medical treatment
- Injury due to brawl or this like
- Disability due to psychological effects of incidents where the insured does not even have been at risk for injury
- Injury during childbirth
- Any kind of dental treatment

Who will receive the compensation

Compensation under Disability will be paid to the insured. The payment of compensation shall be subject to the condition that the insured is alive at the time at which payment of the compensation can be claimed.

If the insured passes away, the sum insured, in the event of death, will be paid to the closest next-of-kin unless Gouda has been otherwise informed. Payment to the closest next-of-kin shall mean to the insured's spouse, or if there is no surviving spouse, to the insured's children or, if there are no surviving children, to the

insured's cohabitant or, if there is no surviving cohabitant, to the insured's beneficiaries.

The National Board of Industrial Injuries The degree of permanent injury shall be finally fixed by the National Board of Industrial Injuries if the insured so demands. The costs for this will be divided equally between the insured and the insurance company.

If the National Board of Industrial Injuries fixes a degree of permanent injury that is higher than the percentage fixed by Gouda, Gouda shall pay the full fee to the National Board of Industrial Injuries.

3. Workmen's compensation cover

The insurance cover any obligation concerning Industrial Injuries according to The Danish Consolidated Workers' Compensation Act.

The conditions are considered as an integrated part of the current conditions no. 495.

The Danish Consolidated Workers' Compensation Act can be obtained at <http://www.ask.dk/da/English>.

4. Common terms and conditions

The below mentioned conditions and exceptions apply for all the policy benefits.

4.1

Unless otherwise specifically stated, the sums insured stated on the policy (front page) for the individual part-coverage's (clauses) form the maximum limit of Gouda's liability to pay out damages per holder of the insurance per event insured.

4.2

The holder of the insurance and the insured are obliged to provide and submit information which by Gouda is considered necessary in order to decide whether the injury is entitled to coverage and to which extent. The above includes police statements, third party statements from for example hotel personnel and so on, but is not limited to such.

4.3 For every injury:

4.3.1 Gouda's physician has the right to seek information about the insured's health and treatment from physicians or hospitals that have treated the insured and, if necessary, to discuss the conditions as informed to Gouda with them. Gouda guarantees full discretion for such information.

4.3.2 Gouda has the right to demand that the insured allows him-/herself to be examined by Gouda's physician or by a physician appointed by Gouda. In case of death Gouda has the right to demand a post-mortem examination. In this occasion Gouda will cover all costs for the above mentioned.

4.3.3 It is a condition for coverage that the clauses described in Chapter A "Conditions in case of accident" are observed. These conditions form an integrated part of the policy conditions.

4.3.4 Expenses for transportation, which has not been arranged by Gouda, are at a maximum covered by the expenses Gouda would have had by arranging the equivalent transportation. However, a maximum amount equal to the ticket price for "business-class" on scheduled flights is paid.

4.3.5 Rights in accordance to this insurance cannot be mortgaged or transferred without Gouda's written consent.

4.3.6 In the case of payments in accordance with the present policy, Gouda enters into all the insured's rights in that respect. Gouda is entitled to have recourse against third party as far as Gouda has paid out compensation. Gouda covers the costs in connection with an eventual recourse claim.

4.3.7 Compensation is paid out immediately after Gouda has received the information regarded necessary in order to determine Gouda's obligations and the size of the compensation.

4.4 The insurance does not cover claims:

4.4.1 - provoked by the insured by intention or by gross negligence, during self-inflicted intoxication or under the influence of drugs, medication or another euphoriant, unless it can be substantiated that the injury has no connection herewith. This exception applies for any coverage under this policy irrespective of the insured's state of mind at the time of the injury, see FAL §§4-9, 13-8 and 13-9.

4.4.2 - occurred in connection with the insured's participation in scientific expeditions.

4.5 The insurance does not cover:

4.5.1 Claims occurring as a direct or indirect consequence of: strike, lockout, detention, confiscation or other interventions carried out by a public authority.

4.5.2 Claims for damages covered by another insurance or by the Danish social security system.

4.5.3 The insurance does not cover damage occurring directly or indirectly as a consequence of war or warlike actions, revolt or civil unrest.

4.5.4 The insurance does not cover damage occurring directly or indirectly as a consequence of usage or handling of radioactive material.

4.6

Gouda can cancel the policy with 2 months' notice after claim is made. The company can likewise dismiss the policy within the same respite, if the policyholder the last 12 months has made 3 claims or more, or the course of the claim shows a large divergence from normal.

4.7 Notification time limits and statutory limitations

4.7.1 Loss/damage shall be reported to Gouda without delay, see FAL §§ 4-10 or 13-11. The beneficiary loses the right to compensation should the claim not be reported to the company within a year of the insured learning of the conditions which form its basis, see FAL §§ 8-5 or 18-5.

4.7.2 The beneficiary's claim may also expire according to the provisions in FAL §§ 8-6 or 18-6.

4.7.3 Gouda is freed from liability if the beneficiary has not lodged a claim or demanded a tribunal hearing within six months of the insured receiving written notification that the company does not regard itself as liable and where he or she is concurrently reminded of the time limit, when the time limit falls, and the consequence of exceeding it, see FAL §§ 8-5, 18-5, 20-1.

4.8 Extension and refund of the travel insurance

a) Gouda may, but is not obliged to extend a travel insurance. An extension must be made before the end of the insurance period, and the minimum premium for the extension is DKK 50. Extensions can be made for 12 or 18 months total.

b) If the travel insurance is terminated in writing before it expires, the difference between the premium which would have been payable for the shorter cover period and the premium paid will be paid after deduction of an administration fee of DKK 100 per policy. Amounts of DKK 100 and less will not be repaid. Refund of unused insurance period can be made up to full month insurance period.

For persons who have been repatriated or have returned home on Gouda's account the refund will cover no more than the premium for the part of the insurance period starting more than 31 days after the arrival home. It is a requirement that the termination is forwarded to Gouda no later than 14 days after the arrival home.

- c) If the travel insurance has not become effective and if Gouda receives the notice of termination before the effective date, the full premium less an administrative fee of DKK 100 will be refunded.

4.9

If you - after having discussed the problem with us - continue to not agree with our claims processing or the results thereof, you may file an appeal with our person responsible for complaints:

Gouda Rejseforsikring
Attn.: Unit responsible for complaints
A.C. Meyers Vænge 9
DK-2450 Copenhagen SV
E-mail: klage@gouda.dk

If you continue to not be in agreement with our decision, you have the possibility to complain to:

Insurance Appeals Board
Anker Heegaardsgade 2
DK-1572 Copenhagen V
(+45) 33 15 89 00 weekdays between 10:00 and 1:00 pm

The complaint must be made on a special complaints form which can be obtained from the Insurance Appeals Board. You also have the possibility to complain online. You can read more about your possibilities at www.ankeforsikring.dk.

4.10

Jurisdiction Legal action against Gouda must be initiated before the Copenhagen City Court or the Eastern Division of the High Court in Copenhagen.

4.10.1 Any person guilty of deception against Gouda loses all right of compensation from Gouda under this and other insurance contracts in the matter of the same occurrence, and Gouda may cancel any and every insurance contract with the insured, see FAL §§ 4-2, 4-3, 8-1 or 13-2, 13-3 and 18-1.

4.10.2 Other Insurance

If, at the time that loss or damage insured by this certificate shall occur, there is any other insurance against such loss or damage or any part thereof, the underwriter shall be liable under this certificate for its proportional share of loss or damage only. (This provision applies in circumstances where the case is decided according to foreign law).

III. Contact information

Gouda Alarmcentral

Phone: (+45) 33 15 60 60

Fax: (+45) 33 15 60 61

E-mail: alarm@gouda.dk

Gouda Travel Insurance

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CVR-nr. 33 25 92 47

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En del af Gjensidige-gruppen Forsikringsgiver: Dansk Filial af Gjensidige Forsikring ASA, Norge Org.nr. 995 568 217. Gouda Rejseforsikrings aktiviteter i Danmark er fra 1. november 2013 købt af Gjensidige Forsikring ASA, Norge og fortsætter som en del af Gjensidiges danske filial.

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