



# Holiday homes

Terms and conditions of insurance DK 160.2.C

Applicable from May 2021

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## Contact Gouda Travel Insurance

### Claims

Tel.: (+45) 88 18 66 70

Feriehus@gouda.dk

You can also find answers to your questions on our website:  
gouda.dk.

## About Gouda Travel Insurance

### Specialists in travel insurance

Gouda Travel Insurance is one of Denmark's largest travel insurance companies and has been operating in Denmark since 1994. Gouda Travel Insurance is part of Gjensidige Forsikring ASA, Norway. The company has insured lives, health and assets since the first mutual fire insurer was established in 1816. Gouda is now part of Gjensidige's Danish branch.

## 1. Who is insured

Who the insurance is taken out for is stated in the policy (which may be your booking/travel document). The insurance also covers any travel companions. Both are hereafter referred to jointly as 'the insured'.

## 2. Cancellation of stay and delayed arrival

### What is covered

The insurance applies if the insured is unable to go through with the stay due to:

- death, serious injury, acute illness or a doctor's suspicion of newly sustained illness, affecting you, one of your travel companions or a member of your immediate family;
- an injury that contributes to you being unable to perform the intended sport when the main purpose of the travel is a sports holiday, for example skiing, golfing, horse riding, cycling or hiking. Beach holidays are not considered sports holidays. The sports activity must be planned to take up at least half of the holiday;
- the breakdown of a relationship, separation or divorce, when the former partner was to accompany the insured on the holiday;
- pregnancy, and a doctor considers it unsafe for you to travel;
- being dismissed less than three months before departure, when you have been permanently employed for a minimum of at least 20 hours a week for at least one year;
- being unable, for medical reasons, to receive a vaccination that is suddenly introduced as a requirement for entering the country you are travelling to;
- burglary, fire, storm or water damage in your private home immediately prior to departure, rendering it completely necessary for you to stay at home;
- material damage to your own business immediately prior to departure, rendering it completely necessary for you to stay at home:
  - burglary, fire, storm or water damage
  - acts of fraud
  - illegal work stoppage
- your presence being required as a witness or jury member;
- attending a resit exam at a higher education institution, and the exam is scheduled during the period of travel or within two weeks of your planned return.

In case of cancellation, the insurance covers the expenses the insured is required to pay to the lessor in accordance with the rental agreement.

In the event of delayed arrival for reasons as mentioned in Clause 2 or in the event of

- the insured's or his/her travel companion's passenger car sustaining damage to the extent that the vehicle is unsafe to drive and the repairs cannot be completed within the start of the rental period,
- delay of a public means of transport of more than two hours,

the cost of the stay is covered for each day of holiday lost for all insured parties. The holiday day is considered lost when the time of arrival is after 12.00 noon.

In the event of illness or injury to other parties than you or your travel companion, the condition for being entitled to compensation is that the illness or injury requires hospitalisation.

In the event of death, the condition is that it occurred no more than four weeks before the start of the stay.

### The insurance does not provide cover:

If

- you, at the time of booking the travel, knew or should have known about the event/illness that constitutes the reason for the cancellation, and it could reasonably be expected to lead to cancellation.

In the event of a claims event that means the stay must be cancelled, the stay must immediately be cancelled with the lessor and the rental agreement must be forwarded together with documentation of the claims event, for example a medical certificate, police report or similar, when reporting the claim to Gouda.

## 3. Holiday compensation

### What is covered

If the insured

- due to acute illness or injury
  - is hospitalised
  - is prescribed rest in the holiday home
- is injured
  - in the form of a fracture, sprain or ligament injury, and the purpose of the travel cannot be accomplished,
  - and is unable to perform the intended sport when the main purpose of the travel is a sports holiday, for example skiing, golfing, horse riding, cycling or hiking. Beach holidays are not considered sports holidays. The sports activity must be planned to take up at least half of the holiday.

is accompanying a travel companion who is hospitalised or repatriated due to acute illness, injury or death

- and must interrupt the stay, the cost of the stay is covered for each day of holiday lost for all insured parties. If the stay is interrupted after 12.00 noon, compensation will be paid from and including the next day. No compensation will be paid for the original date of return.

In the event of illness and injury, the coverage period is reckoned, at the earliest, from the day or time at which

- the diagnosis was made,
- you first consulted a doctor or were admitted to the hospital,
- your travel companion was injured or hospitalised.

## 4. Medical assistance via mobile phone – 24-hour duty phone

### What is covered

In the event of acute illness or injury sustained during the stay, you have access to medical video consultations via the Eyr app.

You can speak to a doctor and be issued prescriptions to be collected at a pharmacy in the EEA or EU, or receive answers to medical questions concerning less serious conditions.

Read more about how to use the service:

<https://www.gouda.dk/privat/rejseforsikring/online-laege>

You must use a code to log on. Your code is: 'OnlinelægeGouda'

## 5. Contents liability

### 5.0 Insurance sum

The insurance policy covers damage to contents of the holiday dwelling during the period of insurance with up to DKK 75.000. The maximum cover for damage to window panes, basins, bowls and kitchen worktops is DK 8.000, however.

### 5.1 Scope of the cover

The insurance covers the liability assumed by the Insured in accordance with the general rules on liability for non-contractual damages to the contents of the rented holiday dwelling during the period of insurance, including damage to panes, bowls and basins, as well as kitchen worktops.

### 5.2 Exceptions

The insurance policy does not cover: Also see clause 7 Exemptions

- a) Ordinary wear and tear, scratches, dents, dirt or gradual deterioration;
- b) Theft committed by the Insured or its guests;
- c) Damage caused by a pet; this exception does not apply to the Insured's dog;
- d) Damage to cycles and vessels, including windsurfing boards, surfboards, canoes and kayaks, as well as components for these;
- e) Cosmetic damage to bowls and basins, including jacuzzis and whirlpool baths;
- f) Damage to swimming pools and the water contained in them.

### 5.3 Policy excess

The policy excess per loss is DKK 500.

### 5.4 Calculation of compensation

- a) Objects whose documented age is less than two (2) years and which were otherwise undamaged before the damage occurred are to be replaced at the replacement cost for an equivalent new object.
- b) For objects more than two (2) years old, the compensation is to be calculated on the basis of the replacement cost for an equivalent new object, less 10% per year or any part thereof from the date on which the object was purchased. Compensation for these objects will as a minimum constitute 20% of the new replacement value.
- c) Gouda may choose to have damaged objects repaired or to pay an amount equivalent to the decrease in value.
- d) Gouda is entitled, but not obliged, to replace in kind.

### 5.5 Acknowledgement of liability for damages

Gouda is solely liable to pay for expenditure that has been incurred with Gouda's approval. The Insured's acknowledgement or payment of a claim for damages does not place an obligation on Gouda. By acknowledging the claim for damages, the Insured risks having to pay the claim for damages himself/herself.

### 5.6. Loss conditions

In each loss, the Insured shall notify the rental agency of this immediately, enclosing the requisite documentation. For damage to contents, the Insured shall acknowledge the loss in question.

### 5.7 Double insurance

The insurance does not cover expenditure covered by another insurance policy.

### 5.8 Indemnification

If a loss is covered by an insurance of property policy, pursuant to the Danish act on liability in damages, the liability in damages of

the person causing the loss, and thus the cover of the third-party liability insurance, ceases to be in effect, unless the damage/loss was caused intentionally or resulted from gross negligence.

## 6. Exemptions

**The insurance does not cover expenses that concern, are due to or have arisen as a consequence of:**

- a) a wilful act or gross negligence;
- b) the use of alcohol, drugs or medication;
- c) self-inflicted intoxication, where such intoxication is the main cause of the claims event;
- d) the performance of professional sports;
- e) participation in motor racing. However, this does not include go-cart driving on a closed track. Motor racing means races or (timed) competitions for cars or motorcycles;
- f) claims or expenses that another party has been or may be required to pay, including a travel agency, transport company, other insurance policy or the European health insurance card;
- g) cosmetic or other planned surgery.

## 7. Definitions

### Acute illness/injury:

By acute illness/injury covered by the insurance is meant a recently contracted illness/injury, a well-founded suspicion of a recently contracted illness or an unexpected worsening of a pre-existing or chronic illness.

### Close relatives

- children, children-in-law or grandchildren
- parents, parents-in-law or grandparents
- siblings, brothers-in-law or sisters-in-law

### Cost per day of the travel:

The rental amount divided by the duration of the stay (the day of arrival and the day of departure are reckoned as one day in total).

## 8. General terms and conditions

### 8.1. The insurance agreement consists of the following:

- the insurance policy (may be your booking confirmation/rental agreement)
- any agreement under a group insurance scheme

and is also regulated by:

- the Danish Insurance Contracts Act
- other legislation

The insurance policy takes precedence over the terms and conditions of insurance and safety regulations. Special provisions take precedence over general provisions.

### 8.2. Legislation

Insurance operations are subject to two sets of legislation; one sets out rules for the agreement, while the other sets out the rules that apply to the insurance undertaking. Gjensidige is a Norwegian company that is under supervision by the Norwegian Financial Supervisory Authority pursuant to the provisions of the Act relating to Financial Institutions and Financial Groups.

Gjensidige must comply with the Danish Insurance Contracts Act and the same consumer protection rules as Danish insurance companies.

Danish legislation applies to the insurance agreement. Any disputes concerning the insurance agreement shall be decided under Danish law by a Danish court.

### 8.3. Guarantee scheme

Gjensidige has endorsed the Danish guarantee scheme for general insurance companies ('Garantifonden for skadesforsikringsselskaber'). The guarantee scheme is intended for private consumers insured by an insurance company that goes into liquidation or who become the opposing party of the company in an insurance case. This means that, if you or your counterparty's insurance company goes into liquidation, you are covered by the guarantee scheme. It will ensure that you nonetheless receive the compensation you are entitled to.

### 8.4. Terrorism compensation scheme

A new terrorism compensation scheme entered into force in Denmark on 1 July 2019.

The act introduces a compensation scheme similar to the storm surge scheme that, in the same way as the previous scheme, covers damage to property, movable property, motor vehicles, railway vehicles and marine vessels, arising from a terrorist attack using chemical, biological, nuclear and radioactive (CBNR) weapons.

Compensation under the law is paid by the state subject to joint terms and conditions set out in an announcement issued by the Minister of Trade.

The damaged objects must be covered by fire insurance in order to entitle to compensation.

Under the law, claims must be reported to the insurance company that provides fire insurance for the damaged items. The company will process the claims and arrange for payment by the state.

## **8.5. Currency**

Prices, compensation and interest are calculated and settled in Danish kroner.

## **8.6. Duration and termination**

### **8.6.1 Policy period**

The cancellation coverage applies from the first payment of the stay until the start of the stay in accordance with the booking confirmation/travel document.

Other coverage applies from the start of the stay until the end of the stay in accordance with the booking confirmation/travel document.

### **8.6.2 Termination in connection with claim**

The policyholder and the company are entitled to terminate the insurance agreement in writing by giving two weeks' notice from the time at which a claim is reported until one month after the claims payment has been made or the claim rejected.

## **8.7. Right of cancellation**

Under the Danish Insurance Contracts Act, you are entitled to cancel purchases of private insurance policies. The insurance policy is a confirmation of the agreement.

You are entitled to cancel the purchase of the insurance. If you cancel the purchase, it is no longer binding.

The right of cancellation also applies in the event of material changes to your agreement with the insurance company, for example concerning the amount or scope of cover.

If the agreement was entered into through distant selling – meaning that you only had contact with us by phone, letter, email or online – we are entitled to collect the premium for a period from 14 days after the insurance policy entered into force until the date on which you cancel it. The premium, state fee and fees for the period are calculated as a proportion of the full-year price based on the 365-day rule.

## **8.8 Cancellation deadline**

The cancellation period is 14 days from the day on which you received confirmation of the agreement and information about the right of cancellation.

The insurance policy and the pertaining terms and conditions constitute confirmation of the agreement.

If, for example, you receive the insurance policy on Monday 1st, the deadline is Monday 15th. If you did not receive the additional information until, for example, Wednesday 3rd, the deadline is Wednesday 17th.

If the deadline expires on a public holiday, a Sunday, a Saturday, 5 June (the Danish Constitution Day), Christmas Eve or New Year's Eve, you can wait until the following working day.

### **How to proceed**

Notify the company that you have cancelled the agreement by the expiry of the deadline. If you want to do it in writing, you only need to send the notice – for example by letter or email – by the expiry of the deadline. If you need documentation that you have met the deadline, you can, for example, send the letter by registered mail and keep the receipt.

## **8.9. Fees and charges**

### **8.9.1 Fees**

The company is entitled to charge fees for full or partial coverage of expenses for collection, payment reminders, debt collection, payments, documents, overviews, duplicates and photocopies, as well as surveys/inspections, shipments and benefits in connection with police work and claims handling.

The price is either fixed or calculated as a percentage/hourly rate. The calculation methods may be combined.

The prices are stated on the company's price list, which can be found on the company's website or disclosed on request.

### **8.9.2 Change and introduction of new fees**

Fees stipulated in existing insurance agreements may be increased or new fees introduced for reasons relating to costs, earnings or marketing.

One month's notice shall be given of fee increases to be applicable from the first day of the month. The changes shall be published on the company's website.

Policyholders shall be notified by letter of the introduction of new fees three months before the annual renewal date.

### **8.9.3 Public charges**

Gouda collects charges on behalf of public authorities depending on the insurance taken out. They include the state fee, general insurance fee, environmental contribution and storm surge fee etc.

## 9. Premium

### 9.1. Payment of premium

The invoice for the premium specifies the due date. The general insurance fee, state fee, environmental contribution and any other public charges are collected together with the premium. The policyholder covers expenses relating to the collection and payment of premium etc.

### 9.2 Premium due date

The first premium shall fall due for payment on the date the insurance policy enters into force, and subsequent premiums shall fall due on the stated due dates.

If the first premium is not paid by the deadline, the insurance policy ceases.

The company may terminate insurance agreements subject to automatic renewal 14 days after the expiry of the payment deadline. The agreement is terminated by giving 21 days' notice, unless the premium is paid by this date.

If the premium is paid after the due date due to special excusable circumstances, and if the premium and interest and expenses are paid immediately after the special circumstances have passed, the insurance agreement will be valid from the day after the payment. However, such payment must be made no later than three months after the due date. If the insurance agreement has been entered into for a specific period, payment shall take place by the expiry of this period.

## 10. Changes

The company is entitled to change the terms and conditions and/or the premium for full-year travel insurance policies by notifying the policyholder one month before the annual renewal date.

If the change is unfavourable to the policyholder, the policyholder is entitled to cancel the insurance by notifying the company in writing 14 days before the date on which the change takes effect.

## 11. Time-limited insurance

Insurance that has been agreed for a limited time period will cease upon the agreed expiry date without further notice.

## 12. Interest

Interest is calculated in connection with claims settlements pursuant to Section 24 of the Insurance Contracts Act.

## 13. Coverage in other company

To the extent special insurance has been taken out for an interest that is otherwise covered by this insurance, the coverage for that interest will lapse.

If another insurance agreement that covers the same interest stipulates that liability lapses or is limited if insurance is or has been taken out with another company, this policy will apply with the same proviso.

## 14. Gouda's right to terminate the insurance

Gouda is entitled to terminate the insurance policy in the event of default of payment, incorrect or incomplete information and on other special grounds.

Gouda may also terminate the insurance policy if the policyholder becomes bankrupt/goes into compulsory liquidation or following a claim, provided that the termination is reasonable. This does not apply to life insurance policies.

## 15. War and serious unrest

The insurance policy does not cover injuries to persons or damage to property caused by:

- war or serious unrest in Denmark
- war or serious unrest abroad if the insured person travels or moves to an area where there is war or serious unrest, unless otherwise agreed in writing
- participation in war

In the case of accident and health insurance, motor insurance and/or travel insurance, Gouda will nevertheless cover injury to persons and damage to property caused by:

- war or serious unrest abroad if the insured person is already in an area in which war or serious unrest breaks out. The insurance will then be valid for up to six weeks from such date.

## 16. Losses resulting from acts of terrorism

Gouda's total liability in relation to all customers and other claimants in connection with acts of terrorism is limited to a maximum of DKK 1 billion per loss event. All losses that occur within a period of 48 hours are regarded as one event. If the limit per event is exceeded, compensation will be reduced correspondingly.

The following objects/interests are not covered if they are directly or indirectly related to an act of terrorism:

- Dams, tunnels, bridges, airports, train stations, power stations, buildings with more than 25 stories
- Objects/interests outside the Nordic countries

The limitations outlined above do not apply to travel insurance or accident and health insurance – or personal injuries that fall under the scope of the Danish Road Traffic Act or the Danish Occupational Injury Insurance Act.

By act of terrorism is meant an unlawful, tortuous act aimed at the general public, including an act of violence or the hazardous spreading of biological or chemical substances – that is understood to be carried out for the purpose of influencing political, religious or other ideological bodies or to create fear.

## 17. Hazardous spreading of biological or chemical substances etc.

In connection with personal injuries that fall under the scope of the Road Traffic Act or the Danish Occupational Injury Insurance Act, and under travel insurance or accident and health insurance, Gjensidige will cover injury or loss resulting from the hazardous spreading of biological or chemical substances, injuries or losses caused by missiles, nuclear weapons or radiation.

The following limitation applies to travel insurance and accident and health insurance:

In connection with losses caused by nuclear weapons or radiation, the total liability in relation to all customers and claimants is limited to a maximum of DKK 500 million per loss event. All losses caused by the same event or by a consecutive chain of events are considered one loss event.

For other types of insurance, such losses are not covered.

## 18. Earthquakes and volcanic eruptions

Gouda covers losses or injuries/damage directly or indirectly caused by or related to earthquakes or volcanic eruptions for:

- accident and health insurance with the exception of accidental injuries caused by earthquakes in Denmark
- travel insurance
- personal injuries that fall under the scope of the Automobile Liability Act
- personal injuries that fall under the scope of the Act relating to Occupational Injury Insurance

For other types of insurance, damage/injuries or losses and increased losses or damage/injuries resulting from earthquakes and volcanic eruptions are not covered.

## 19. International sanctions

All liability for compensation and other obligations to the insured or other persons covered by this insurance will lapse to the extent that the fulfilment of such obligations, in the company's assessment, may result in the company being subject to sanctions, restrictions, prohibitions or other legal consequences, warranted by resolutions or other decisions adopted by the United Nations, or sanctions, legislation or other legal consequences adopted by the EU, the UK or the USA.

Read more about international sanctions on the websites of the Danish Business Authority and the Ministry of Foreign Affairs of Denmark.

## 20. Processing of personal data

As a customer of Gouda, a Danish branch of Gjensidige Forsikring ASA, Norway, you have the right to information about how the company processes your personal data.

### Purpose of data collection

The data are collected and processed for the purpose of offering insurance services of any kind, and thereto related advisory services, customer service and administration, statutory reports, statistics and marketing. In addition to the data you give to the company yourself, the company may collect property-related and personal data from public real estate and personal data systems and other publicly available sources and registries. The company may also collect necessary data from other insurance companies, credit rating agencies and warning registers.

### What information does Gouda need

Disclosing the information is voluntary, but please note that Gouda may require you to sign the declaration of consent for the disclosure of customer data between companies in the Gjensidige group.

### Disclosure of information

Customer data can only be disclosed between the companies to a limited extent, as all the companies are subject to a statutory duty of secrecy. In the declaration of consent, you are therefore asked to consent to the information being disclosed between the companies. Over and above that, the company will only disclose necessary information to the public authorities. In the event of default of payment, the companies may disclose information to

credit rating agencies and warning registers, for example Experian A/S (formerly RKI Kredit Information A/S).

Data will only be disclosed to other insurance companies to the extent it is considered necessary in connection with case processing or similar.

#### **Right of access**

By contacting Gouda, you have the right to be informed about what information the company in question has registered about you. If you want the information in writing, Gouda may charge a fee.

You also have a right to know what type of data can be disclosed subject to your consent, the purpose of the disclosure and to whom the information can be disclosed based on your consent.

You can apply for access to your data here: <https://www.gouda.dk/om-os/gouda/persondata/indsigt>

#### **Incorrect information**

If the processed data contain incorrect or misleading information, the information will be corrected on your request. Please address your enquiries to Gouda.

## **21. If you are dissatisfied with us**

#### **Contact us**

If you are dissatisfied with our claims processing, decisions, policy, premium collection or other matters, please contact the person or department that considered your case. The easiest and quickest solution for both of us is to resolve the matter this way.

#### **Complaints**

If we fail to reach agreement after you have discussed the problem with us, you can contact our complaints unit by email or letter.

Please send your complaint to: [klage@gjensidige.dk](mailto:klage@gjensidige.dk) or

Gouda Travel Insurance

Attn.: Klageansvarlig enhed

A.C. Meyers Vænge 9

DK-2450 Copenhagen SV

If the disagreement between you and Gouda concerning your insurance persists, and if a second enquiry to Gouda does not lead to a different result, you may submit a complaint to:

Ankenævnet for Forsikring

(The Danish Insurance Complaints Board)

Anker Heegaardsgade 2

DK-1572 Copenhagen V

Tel. (+45) 33 15 89 00

The complaint must be made on a special complaints form, which may be obtained either from Gouda, the Danish Insurance Complaints Board or the Danish Insurance Information Scheme.

## **22. Reporting a claim**

Claims can be reported online at <https://www.gouda.dk/anmeld-skade#/> or by phone at: (+45) 88 18 66 70

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