Motor Insurance Policy (Private)

Index

General Conditions

NO.0001

Cl.1 Parties to the insurance contract
Object of the insurance contract
Cl.2 Scope of insurance
Cl.3 Duration and termination of the policy
Cl.4 Premium
Cl.5 Obligations when there is damage
Cl.6 Claim settlement
Cl.7 Exclusions
Cl.8 Safety regulations
Cl.9 Change of risk
Cl.10 Adjustments to premiums, rates and conditions
Cl.11 Lapse of rights
Cl.12 Identification
Cl.13 Position of the Co-insured – recourse against the Insured
Cl.14 Recourse in other instances
Cl.15 Notices
Cl.16 Conditions per insurance cover
Cl.17 Insurance policy
Cl.18 Information procedure
Cl.19 Data Processing and Data Protection

Third Party Liability and Legal Expenses Conditions

NO.0002

Cl.1 General Conditions
Cl.2 Motor Insurance Liability Act
Cl.3 Definitions
Cl.4 Cover
Cl.5 Exclusions
Cl.6 Claim settlement

Legal Expenses Insurance

Cl.7 Cover – what disputes are covered and what expenses are covered
Cl.8 Sum Insured
Cl.9 Limits to expenses cover
Cl.10 Disputes not covered
Cl.11 Settlement of claim
Cl.12 Security clause
Cl.13 Deductible

Vehicle Damage Conditions

NO.0003

Cl.1 General Conditions
Cl.2 Definitions
Cl.3 Cover
Cl.4 Exclusions
Cl.5 Extent of damages
Cl.6 Excess
Cl.7 Claim settlement
Cl.8 Subrogation

Personal Indemnity Conditions

NO.0004

Cl.1 General Conditions
Cl.2 Definitions
Cl.3 Persons applicable for cover – the insured
Cl.4 Geographical area
Cl.5 Cover
Cl.6 Relevant damages and exclusions
Cl.7 Claim settlement
Cl.8 Obligations after an accident

Roadside Assistance Conditions

LNO.0005

Cl.1 General Conditions
Cl.2 Definitions
Cl.3 Cover
Cl.4 Exclusions
Cl.5 Extent of damages
Cl.6 Deductible
Cl.7 Claim settlement
Cl.8 Safety regulation
Cl.9 Assistance

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General Conditions

NO-0001

In addition to the insurance terms and conditions, the following apply:

- The insurance certificate, including any special conditions referred to therein.
- The Insurance Contracts Act of 16 June 1989 (FAL), to the extent it has not been deviated from in the terms and conditions.
- The Motor Vehicle Liability Act of 3 February 1961 (BAL). See also sections 15 and 16.

Definitions

Clause 1
In these conditions the following words shall have the following meaning:

The parties to the insurance contract:

1.1 Insurer
Euro Insurances DAC trading as Ayvens Insurance, Second Floor, Block C, Ayvens House, Central Park, Leopardstown, Dublin 18, Ireland

1.2 Policyholder
Ayvens Norge AS.

1.3 Insured
The party which pursuant to the insurance contract is entitled to receive compensation or the sum insured from the Insurer, as named in the insurance Certificate.

1.4 Co-Insured
Ayvens Norge AS

Object of the insurance contract

1.5 Insured object

1.5.1 Motor vehicle
An object which may be regarded as a motor vehicle within the meaning of the (Norwegian) Motor Insurance Liability Act (1961).

1.5.2 Accessories and other equipment
Permanent accessories and other equipment included in the insurable value. Other non-mounted equipment is not included by the cover, except for an extra set of tires.

1.6 Due date
The date mentioned in the insurance certificate on which the insurance coverage terminates.

1.7 Event or accident
An event or series of corresponding events which resulted in damage or liability.

1.8 Claim handler
The body entrusted with settlement of claims on behalf of the Insurer under the insurance policy.

1.9 Supervisory Authority
The Insurer, Ayvens Insurance, is subject to the supervision of the Central Bank of Ireland.

Scope of insurance

Clause 2
The insurance policy is valid in the European Economic Area (EEA), and the United Kingdom and Switzerland.

The insurance policy is also valid for travel of up to three months duration in other countries in Europe which are covered by the Green Card (international insurance certificate providing proof of minimum compulsory insurance cover), in addition to Israel and Turkey. Any expansion of the insurance policy's area of validity may be stipulated in the insurance certificate.

The Legal Expenses Insurance is applicable in the Nordic countries.

Duration and termination of the policy Clause 3
3.1 Duration of the policy
Initially the policy will be taken out until the renewal date. Thereafter the policy will be automatically extended for a period of 12 months, unless the policy has been cancelled prior to renewal.

3.2 Termination of the policy
The parties may terminate the policy in writing in accordance with the provisions of The Insurance Contract Act.

3.3 Termination of insurance of separate object
The insurance of an object insured will be terminated at the moment that:

3.3.1 The Policyholder ceases to be the owner of or have an interest in the insured object.
When the register administered by the Norwegian Public Roads Administration (NPRA) states that the insured object has been sold, wrecked or stolen. The Third Party Liability insurance will in any case be terminated when the register administered by the Norwegian Public Roads Administration (NPRA) states that the vehicle has been de-registered (cfr. the insurance certificate).

3.3.2 The Policyholder and the Insured losing the actual control over the insured object.

3.3.3 The Insured object is regarded as being completely lost.

3.4 Right of Cancellation (Cooling-off Period)
The insured has a right to cancel the insurance contract by giving notice to Ayvens Norge AS within 14 days after the date on which the insured has been provided with a written confirmation of the contract conclusion, and has received all legally required information from the insurance company (Cooling-off Period). In the event that the insured uses the right of cancellation, the consumer's insurance coverage and payment obligations under the contract will be repealed. If the parties have agreed that the insurance contract enters into force before the expiry of the cancellation period, the insured is obliged to pay insurance premium up until the date of cancellation. **Premium**

Clause 4

4.1 Payment

The Insured should pay in advance the premium, costs and the insurance premium tax (if applicable) not later than the 15th day after having been invoiced.

4.2 End of cover

At the end of the cover the Insured remains fully obliged to pay the overdue payments as well as the amounts and costs as yet to become due.

Obligations when there is damage

Clause 5

5.1 Notice

The Insured is obliged to notify the Insurer not later than 48 hours after the occurrence of any event - or after the moment in time it became known to the insured - where the insured object was involved directly or indirectly and from which an obligation to pay damages might result for the Insurer.

5.2 Co-operation

The Insured is obliged to provide the Insurer with all information and all documents which may be necessary for the Insurer in order to calculate its final liability and ensure any claims towards third parties. Further the Insured should refrain from doing anything which could harm the Insurer's interests.

5.3 Fire, Theft, Embezzlement and Malicious Damage of the insured object

The Insured is obliged to report immediately to the Insurer and the local police any fire, theft, embezzlement, or malicious damage of the insured object and to provide all cooperation in detecting and claiming back the object. The Insurer may also instruct the Policyholder to report theft or malicious damage to private organisations in order to retrieve and recover the vehicle.

5.4 Extinction of rights

In the event of the Insured not complying with the insurer's request for documentation, interest will be suspended for the time lost as a result.

5.5 False information

Moreover, the Insured will lose his/her right to payment in the event of providing intentionally incomplete or false information about the origin, the nature and the scope of an event or accident.

5.6 Permanent accessories

Permanent accessories not included in the insurance object’s standard equipment will only be compensated pursuant to written documentation with regard to the Insured’s acquisition of such accessories.

Claim settlement

Clause 6

<u>Lease object</u>

So long as the Insured object is owned by Ayvens Norge AS, any damages relating to the damage or loss of the Insured object, will accrue to this company, unless the compensation is paid directly to a third party as compensation for recoverable damages. Such payment will discharge the Insurer’s liability towards the Insured.

The Insured is entitled to interest in accordance with section 8-4 of The Insurance Contract Act.

Exclusions

Clause 7
This policy does not provide cover in the event of:

7.1 Willful intent or gross negligence
Damages caused by the Insured's willful intent. If the Insured has caused the insurance event by gross negligence, the compensation will be determined based on an assessment of the degree of blame and the circumstances in general.

7.2 Competitive activities
The event or accident being caused during preparing or participating in speed races, rides or rallies of time keeping or skill and all other races or tests.

7.3 Driving under the influence/intoxicated
An event caused by the Insured under the self-inflicted influence of alcohol or any intoxicating or sedative substance, or if the event is caused by somebody else while that somebody else was driving the car in a state as stated, if the Insured contributed to the car being used even when he or she knew or ought to understand that the driver was under the influence.

7.4 Non-authorized driver
The event or accident being caused by a driver or passenger not authorized by the Policyholder/the Insured or by a person empowered to authorize him/her.

7.5 Driving at airports
Damage caused by the use of the Insured object on an aviation platform.

7.6 Other use
The event or accident being caused by any other use of the Insured object than reported to the Insurer or by using it for another purpose than permitted by Law.

7.7 Rental, paid transport
The event or accident being caused when the Insured object was rented out or used for paid transport of persons. Transport of persons in motor vehicles between the domicile and workplace within Norway who contribute to the costs of this transport (car-pooling) is not regarded as paid transport.

7.8 Seizure
The event or accident was caused in the period that the Insured object was seized, was claimed or used by or by virtue of a decision of the Norwegian Government or a foreign power.

7.9 Acts of war
The event or the accident originating from or being caused by armed conflict, civil war, insurrection, internal civil commotion, riot- mutiny or other warlike situations.

7.10 Nuclear reactions and radiation
The event or accident being caused by nuclear reactions or radiation.

7.11 Terrorism
The event or the accident originating from a terrorist act.

A “Terrorist act” means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Safety Regulations

Clause 8

The insurer shall be entirely or partly without liability if the following safety and security regulations have not been complied with, cfr. the Insurance Contract Act (1989) section 4 8:

8.1 Safety regulation – information to users of the Insured object

The Insured is obliged to inform users of the Insured object of this insurance contract including applicable exclusions, and to instruct the user to act in compliance with the applicable terms and conditions.

8.2 Safety regulation – driver
The driver of the insured object shall have a valid driving licence and other permits or attestations required by the authorities for that class and type of motor vehicle.

8.3 Safety regulation – passengers
Accompanying passengers of the insured object shall always be positioned on legally prescribed seating and/or standing places.

8.4 Safety regulation – maintenance and use

a. The Insured object shall be maintained in accordance with the recommendations given by the manufacturer and/or the dealer;
b. The cooling system of the Insured object shall be properly filled with liquid to prevent frost under the climatic conditions the Insured object will be exposed to.

8.5 Safety regulation – extra set of tires
The extra set of tires shall be kept in a locked space or be safely locked up by another method. Tires which are stored in a shared garage facility or in a shared shed/room shall be locked or bolted to a wall, roof or floor.

8.6 Safety regulation – audio-visual equipment
When the motor vehicle is abandoned, removable panels or other form for keys shall be stored safely, separately from the vehicle.

8.7 The Insured object shall be kept closed and locked up, and the key shall be stored safely, separately from the Insured object. Damages caused by break-ins and/or theft must be substantiated by the Insured.

Change in risk

Clause 9

9.1 General

In the event of changes in the risk that is specified in the insurance certificate, the Insured shall be obliged to notify the Insurer immediately.

The person who is responsible for the vehicle shall be deemed equivalent to the Insured in connection with this clause 9.

9.2 Limitation on annual distance travelled

The premium for this insurance policy is determined on the basis of the distance travelled as specified in the insurance certificate. In the event of an accident, the kilometrage reading at the time of the accident will be compared with the kilometre limitations stipulated on the insurance certificate and the time of these readings, irrespective of the period of validity of the insurance agreement. Any exceedance shall be deemed to have taken place in its entirety during the current insurance period, unless the Insured is able to demonstrate otherwise.

The limitation rule shall not apply in the event of a claim concerning fire, theft, glass and rescue damage.

9.3 Change in use or other changes of relevance to setting of the premium

If, in the event of a claim, it becomes apparent that the premium was set too low as a result of inaccurate or incomplete information, or because the Insured omitted to declare changes which would have been of importance in the calculation of the correct premium, the Insurer's liability in respect of vehicle damage shall be limited to what corresponds to the ratio between the premium that was actually paid and the premium that should have been paid; see Section 4-7 of the Insurance Contracts Act. For example, any compensation would be reduced by 20% if the premium had been set 20% lower than the correct level.

Examples of such circumstances are:

- Change in use, including hire car, taxi, driving school vehicle, etc.
- Change in the vehicle's specifications and/or modifications to the vehicle
- Change in other preconditions agreed between the parties as a basis for a reduction in premium, as specified on the insurance certificate

In the event of the following changes in risk, the Insurer shall not accept any liability; see Section 4-6 of the Insurance Contracts Act:

- Damage caused as a result of driving in a restricted area (track or highway) in connection with participation in or training for competitive racing or speed trials or other driving in such places, even if speed is not measured during the driving. The same shall apply to driving on sections of road which form part, or have formed part, of tracks for speed competitions when a fee is payable for access to the track or section of road. Notwithstanding the foregoing, the insurance shall apply to such driving when it forms part of mandatory training for a driving licence or for a skid training course organised in Norway by KNA, NAF, MA or an authorised driving school.
- Damage to the motor vehicle as a result of use of the vehicle for snow clearance, in connection with the use of own winch or during off-road driving (does not apply to the use of snow scooters or 3- and 4-wheel all-terrain motorbikes).
- Damage to the motor vehicle as a result of driving on ice-covered water/lake/river away from roads/routes marked by public authorities for such driving.

If a discount has been given and it has been agreed that the motor vehicle will not be used by any drivers under 25 years of age, and the driver is under this age at the time of the accident, the excess stated on the insurance certificate shall be increased by NOK 12,000.

Adjustments to premiums, rates and conditions

Clause 10
10.1 Adjustment per Due date
The insurer is entitled to adjust as per the Due date the premiums and conditions as in force with respect to the insurance policy. The Insurer should inform the Insured of the adjustments in writing in connection to the premium notice.

10.2 Notice
Should the Insured not agree with the adjustments as set out in clause 10.1, the Insured should give notice to the insurer within 30 days. In that case the policy will terminate as per the Due date.

Lapse of rights

Section 11
In the event of damage, the Insured must notify the Insurer without undue delay. The right to compensation shall lapse if the claim is not reported within one -1- year after the Insured has become aware of the circumstances that justify the claim, cf. FAL § 8-5 (1) and § 18-5 (1).

If the Insurer rejects a claim made under the insurance in accordance with FAL § 8-5 (2) or § 18-5 (2), the claim shall lapse, as shall the right to coverage, if the Insured does not file a lawsuit or request a board hearing pursuant to FAL § 20-1, or §§ 2 or 3 of the Natural Disaster Compensation Act, within 6 months of receiving the rejection.

Identification

Section 12
Actions and omissions by the person who, with the consent of the Insured, is responsible for the motor vehicle, have the same effect on the Insured's rights as if the act or omission had been carried out by the Insured himself, cf. FAL § 4-11 letter a.

Position of the Co-insured – recourse against the Insured

Clause 13
The insurance policy provides cover for the Insured as the user of one or more motor vehicles owned by Ayvens Norge AS as Co-Insured under the insurance. If the Insurer has paid compensation to the Co-Insured in cases that are excluded or limited from coverage according to the general conditions, NO-001, sections 8, 9, 10, 11, or 13, the Insurer is therefore entitled to claim recourse against the Insured to the extent that the exclusion or limitation applies.

The Insurer is also entitled to recourse against the Insured in accordance with the Motor Liability Act (1961) section 12.

Recourse in other instances

Clause 14
The Insurer is entitled to claim recourse from the liable user of the motor vehicle pursuant to the Compensation Act (1969) sections 4-2 and 4-3, the Insurance Contract Act sections 4-9 and 4-14 and the Motor Liability Act (1961) section 12.

Should the Insurer become liable to pay damages under these terms and conditions because of an event, occurring during the time that the insured object or any part thereof was parked for a fee, was given in repair, maintenance or any other form of handling, the Insurer reserves the right to claim recourse from the liable person and from the party who employed him. These persons are explicitly not regarded as insured person(s).

Notices

Clause 15
15.1 To the Insurer
Notices by the Insured shall be sent to the Insurer through Ayvens Norge AS, P.O. Box 6019 Etterstad, 0601 Oslo, tel. (47) 23 06 98 00, E-mail forsikring@ayvens.no

15.2 To the Insured
Notices from the Insurer to the Insured may be legally effected to the latter at the address last known to the Insurer.

Conditions per insurance cover

Clause 16
These conditions are exclusively effective in combination with the Conditions per insurance cover determined in the insurance certificate.
Should the conditions of the respective insurance cover in the insurance certificate with respect to the same subject matter contain a provision deviating from or inconsistent with the provisions in these Policy conditions, the provisions in the insurance certificate will prevail.

Insurance Cerificate

Clause 17
All conditions may be supplemented or amended in the insurance certificate from the Insurer.

The contract terms and other information in connection to the formation of the insurance contract are available in Norwegian. The Insurer undertakes to communicate with the insured in Norwegian as long as the insurance policy is in force.

Information procedure

Clause 18
18.1 Governing law
The insurance contract is subject to Norwegian law, including the Insurance Contracts Act of 16 June 1989 No. 69, to the extent that it does not conflict with the Insurance Choice of Law Act of 27 November 1992 No. 111

18.2 Disputes
Disputes that may arise in connection with the insurance contract shall be settled by a competent Norwegian court. Disputes may be brought before the Financial Complaints Board for Damages in accordance with the Insurance Contracts Act Section 20-1. For further information, please contact Ayvens Norge AS or the complaints office directly by telephone at 23 13 19 60.

18.3 Independent handling of complaints
Complaints relating to the insurance policy may be submitted to:
Finansklagenemda Skade
P.O. Box 53, Skøyen
0212 Oslo, Norway
Telephone (47) 23 13 19 60

18.4 Claim handler
Claim handling on behalf of the Insurer is conducted by:
Euro Insurances DAC
v/Ayvens Norge AS
Postboks 6019 Etterstad, 0661 Oslo
Tlf: 23 06 97 74
E-post: kundeservice@ayvens.com

Data Processing and Data Protection – General Data Protection Regulations

Clause 19

Personal Data may be provided to Euro Insurances DAC or its agents and will be dealt with in accordance with the Data Protection legislation. Further information can be obtained in the Ayvens Insurance privacy policy which is available at ayvensinsurance.com/en-ix/privacy-statement/.

Euro Insurances DAC may use, process and store your Personal Data for the following purposes:
Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil your contract and comply with legal obligations.

The Personal Data may be processed primarily within Ayvens Insurance, but may be provided to other companies and organisations with which Ayvens Insurance may be co-operating, for example reinsurers, agents and public authorities in cases where there is a legal requirement to do so.
For further information regarding the third parties that Ayvens Insurance may share Data with, please see our Privacy Policy ayvensinsurance.com/en-ix/privacy-statement/.
Ayvens Insurance is a data controller under data protection legislation. Ayvens Insurance will retain your Data for no longer than is required or legally permitted. please see our Privacy Policy ayvensinsurance.com/en-ix/privacy-statement/ for further information on the retention of Personal Data.

Third Party Liability conditions

NO-0002

General Conditions

Clause 1
These conditions are effective in combination with the General Conditions NO-0001. In the event of conflict between the two sets of conditions, these conditions shall prevail.

Motor Insurance Liability Act ('1961')

Clause 2
Without regard to provisions in these policy conditions to the contrary, this insurance is deemed to comply with the requirements laid down by or by virtue of The Motor Insurance Liability Act (hereinafter called: 'ALA').

Definitions

Clause 3
In these terms and conditions the following words shall have the following meaning:

3.1 Insured parties
a. The Insured
b. The owner and/or holder of the Insured object
c. Authorized driver of the Insured object

3.2 Sum Insured
In the event of damage to property, the Sum Insured is NOK 100,000,000 per Insured event. In the event of personal injury, no Sum Insured shall be applicable.

Cover

Clause 4
4.1 Third-party liability
The insurance covers the liability of the Insured parties in accordance with the ALA, limited to the Sum Insured per Insured event. The Sum Insured shall function as a limitation of the Insurer's liability even if several Insured parties are liable for the same insurance event.

Should the event or accident be caused in a country whereby law a higher maximum is prescribed, the policy will give cover up to that higher amount.

4.2 Trailer
The insurance contract also covers damage caused by a trailer or caravan, provided that the connection between motor vehicle and trailer/caravan meets the legal requirements and insofar as the respective trailer/caravan may be regarded as part of the Insured object within the sense of the ALA.

4.3 Damage to non-third party vehicles

Should the Insured object cause damage to another motor vehicle owned or held by the Policyholder and/or the Insured, the insurance settlement shall take place as if separate liability and vehicle damage covers were established for each of the two vehicles.

4.4 Transport of casualties
The insurer shall compensate the costs of cleaning, repair or replacement of the inside furnishing of the insured object which has become necessary because of contamination or damage by wounded persons being transported free of charge.

4.5 Security
Should a security be required by a foreign authority in order to secure the rights of injured parties in order to obtain a release of the seized insured object or the release of an Insured party, the insurer shall provide this security up to a maximum of NOK 370,000. The Insured party is obliged to aid in any way possible in order to avoid the presentation of such claim, and will have to give all possible co-operation to obtain repayment.

4.6 Court costs
Court costs are covered for the owner of the Insured object as well as for the authorized user or driver in accordance with a specific set of conditions.

Exclusions

Clause 5
Apart from the general exclusions as set out in the General Conditions NO-0001 this insurance provides no cover for:

5.1 Damage to the driver
The liability for damage suffered by the driver of the insured object causing the accident.

5.2 Insured object and transported goods
Damage caused:

a. to the Insured object and/or to any object linked to it;
b. to another motor vehicle being towed by the Insured object;
c. to matter situated in/on, dropping or dropped from/out of the Insured object and/or linked object including the damage arising from this.
d. Liability incurred by the Insured party for damage to goods carried by the motor vehicle.

5.3 Contractual liability
The liability or obligation to indemnify the damage to an insured party, exclusively resulting from a contractual obligation entered into by them or on behalf of them.

5.4 Use as tool
Liability for damage when the Insured object was used for some other purpose than as a vehicle.

Claim settlement

Clause 6

6.1 Claims of injured parties

The Insurer is entitled to handle claims of injured parties at its own discretion.

6.2 Damages

The insurer is entitled to pay the damages directly to the injured parties and reach an amicable settlement with them.

Legal Expenses Insurance
Cover

Clause 7

7.1 The Insurer shall cover reasonable and necessary expenses payable by the Insured to lawyers, courts, experts and witnesses where the Insured is party to a dispute before the courts in his capacity as the owner, authorized user or driver of the insured vehicle.

7.2 What courts must hear the dispute

The dispute must be brought before the general courts (cf. Art. 1 Courts Act) and have arisen during the period of insurance. If the matter is brought before a special court (cf. Art. 2 Courts Act), the policy shall not cover expenses incurred in the matter prior to any hearing before the general courts. No cover shall be provided for expenses incurred in connection with the preparation and conduct of cases before the special court.

7.3 Disputes after the vehicle has been sold

If the insured vehicle has been sold and cover ceased at the time of the sale, the policy shall cover disputes involving the Insured in his capacity as former owner.

7.4 Disputes arising prior to commencement of cover

Legal expenses shall not be covered if upon commencement of cover the Insured was aware of circumstances that would later form the basis for the dispute and knew or must have known that such dispute might arise.

Sum insured

Clause 8

8.1 The total indemnity payable for each dispute shall be limited to 80,000.00 Kroner even if there are a number of parties on the same side. This shall apply also if the parties have legal expenses insurance with different companies or if the Insured has/have legal expenses cover under various policies with one or more companies. Unless the expenses are approved by the Insurer in advance, the Insurer's liability shall in each instance be limited to the estimated economic value of the Insured's interest in the matter.

Limits to expenses cover

Clause 9

9.1 Expenses prior to case being heard

The Insurer shall not provide cover for expenses incurred before the dispute is brought before the courts.

9.2 Court expenses
Expenses payable to experts not appointed by the court shall only be covered if they are approved by the Insurer in advance. Expenses payable to witnesses shall be covered for the main hearing and the hearing of evidence. Costs imposed by the courts shall not be covered. Legal costs for appeal proceedings shall not be covered. The terms governing appeals shall apply also to the use of other legal remedies. Any costs awarded shall be deducted. This shall not apply if the Insured proves that the opposing party is unable to pay.

9.3 Costs in respect of amicable settlements
If an amicable settlement is such that the insured's demands are largely met or is reached after the Insured has been awarded costs by the courts, the Insured must obtain the Insurer's consent prior to reaching an amicable agreement where the parties each bear their own costs. If the Insurer's consent is not obtained, any costs that are awarded by the courts shall be deducted from the indemnity payment.

Disputes not covered

Clause 10
The Insurer shall not cover expenses in respect of:

10.1 disputes that relate to real estate contracts, construction contracts or transport instructions or the Insured's profession or business;

10.2 disputes that relate to separation, divorce, child custody arrangements, access rights, paternity, inheritance, actions to invalidate gifts, maintenance payments, division of joint property, dissolution of community of properly arrangements made by cohabitants and dissolution of household community arrangements and cases relating to the administration of estates;

10.3 disputes brought solely before the enforcement authorities;

10.4 disputes that relate to bills of exchange, collection cases involving claims that are not disputed, debt negotiations and cases relating to bankrupts and composition debtors;

10.5 criminal cases, libel cases and claims for compensation in such cases, and cases relating to payment of compensation in accordance with Art. 3-3 (certain personal violations) Art. 3-5 (non-economical) and Art. 3-6 (invasion of privacy) Compensation Act;

10.6 disputes that relate to public administration orders.
The policy shall however cover expenses arising from actions where the administrative complaints procedure has been utilized in full. Any expenses incurred during administrative procedures shall be excluded from cover.

10.7 Motor or other liability insurance. The insurance does not cover disputes regarding claims that are or would have been covered under the motor damage or third-party liability insurance offered by Euro Insurances DAC t/as Ayvens Insurance.

10.8 Employment disputes. The insurance does not cover disputes between parties that are covered by employers liability insurance, relate to contracts or conditions of employment including disputes that have their origin in occupational injury or occupational disease.

10.9 Intellectual Property Rights. The insurance does not cover disputes regarding the following intellectual property rights:

- registered patents,
- protected (registered and incorporated) trademarks,
- registered designs,
- protected intellectual property,

10.10 Disputes regarding a claim which does not have Reasonable Prospects of succeeding:
Reasonable Prospects are defined as:

For civil cases, the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defense of an appeal, must be at least 51%. The Insurer, or a preferred law firm or tax consultancy on our behalf, will assess whether there are Reasonable Prospects.

10.11 Legal action the Insurer has not agreed: Legal action an insured person takes which the Insurer or the appointed representative has not agreed to, or where the Insured person does anything that hinders us or the appointed representative.

Settlement of claims

Clause 11
11.1 If the Insured wishes to seek indemnification under the legal expenses policy, the Insurer must be notified as soon as possible and at the latest within one year of lawyers being engaged. Notification must be given in writing. If lawyers are used during administrative procedures or for special courts, such notification period shall commence the moment such administrative procedures have been utilized in full or the case is brought before the general courts.

11.2 The Insured shall himself select a lawyer appropriate to the nature of the case and his place of residence.

11.3 The Insurer may ask to be kept informed of the level of expenses for which cover is required under the policy. The Insured shall notify the Insurer of any expenses incurred during proceedings before special courts or during any procedures involving complaints against public administration orders.

11.4 In the event of an application for settlement, the Insurer shall have the same right as the Insured to written details of how the lawyer has calculated his fees. Details of time spent on the case shall be given. Before final settlement takes place, the Insurer may request documentation showing that the Insured’s own share has been paid.

11.5 Queries relating to the reasonable nature of expenses may be put to the Norwegian Lawyers' Association.

11.6 The Insurer may also ask the Insured to request that fees be set by the court in accordance with Section 3-8 of the Disputes Act.

Security clause

Clause 12
12.1 If there are a number of parties on the same side with similar interests, the Insurer may require them to use the same legal and technical experts.

Deductible

Clause 13

13.1 The policy shall be subject to a deductible of 6,000.00 Kroner, plus 20% of the remaining claims cost (net of the initial 6,000.00 Kroner deductible).
Only one deductible shall be deducted in any one dispute even if there are a number of parties on the same side.

Vehicle Damage Conditions

NO-0003

General Conditions

Clause 1
These conditions are effective in combination with the General Conditions NO-0001. In the event of conflict between the two sets of conditions terms, these conditions shall prevail.

Definitions

Clause 2
In these conditions the following words shall have the following meaning:

2.1 Insured parties
a. The Insured;
b. The owner and/or holder, of the Insured object;
c. Authorized driver of the Insured object

2.2 Insured object
The objects described in section 1.4 of the General Conditions NO-0001.

2.3 Insured value
The insured value of the object consists of the sum of:

2.3.1 Catalogue price
The catalogue price for the Insured object including an extra set of tires, as listed by the importer/manufacturer on the date of which the Vehicle Registration Document was issued.

2.3.2 Registration fee
Applicable registration fees which are not reimbursed.

2.3.3 Accessories and other provisions

The amount of all accessories to and or adjustments to the standard equipment not included in the catalogue price fixed by the manufacturer, the importer or the coach-builder; including stereo, rack arrangements and fittings – limited to NOK 15,000, mounting included (additional cover may be established pursuant to separate agreement).

Cover

Clause 3
The insurance covers damage caused by sudden and unforeseen external events with respect to the insured object, such as collisions, off-road driving, vandalism and similar events.

3.1 The insurance provides cover for damage or loss to the Insured object caused by or consisting of the following events:

Collisions and off-road driving
The insurance applies to damage to the Insured object which occurs in the countries outlined in NO-0001 Clause 2 herein.

Fire/theft/vandalism
Damage to the Insured object caused by fire, lightning and explosion, in addition to break-in and theft or vandalism of the Insured object.
Glass

Damage to and repair of the vehicle's external window panes (including sunroof) in the event of an accidental and sudden external influence. Damage to the vehicle's glass roof is considered hull damage.

Roadside Assistance
Refer to separate conditions.

3.2 Inherent fault (consequential loss)
The events mentioned under 3.1 are also covered if they are the result of an inherent fault of the insured object.

3.3 Fixed-mounted accessories and other equipment
The value of all fixed enhancement and / or adjustment of the standard equipment that is not included in the list price set by the manufacturer, importer or retailer (eg decoration, shelves and stereo) - covered up to NOK 15,000 incl. Assembly. Supplementary insurance can be subscribed.

Exclusions

Clause 4
Apart from the general exclusions as set out in the General Conditions NO-0001 this policy does not provide cover for:

4.1 Decrease in value
Damages consisting of a decrease in value of the insured object.

4.2 Replacement transport
Damages because of not being able to use the vehicle.

4.3 Inherent fault
An inherent fault of the insured object, such as motor and driving gear. This exclusion does not apply if the damage was caused by an event under clause 3.1.

4.4 Loss or theft of documents, keys, accessories etc.
Loss of documents, keys or other movable property in connection to theft of or from to the Insured object.

4.5 Aesthetic damage
Damage in the form of small scratches etc. and damage not affecting the basic functionality of the accessory and/or provision.

4.6 Third-party responsibility
Damage for which the importer, seller or repairer of the Insured object is responsible.

4.7 Damage to goods
Damage which the Insured incurs for damage to goods carried in the motor vehicle in addition to the provisions of the Motor Liability Act.

4.8 Damage caused by the requisition of the Insured object by public authorities.

4.9 Misfuelling
Damage caused by using fuel that is of a wrong type.

Extent of damages

Clause 5
5.1 Maximum damages
The total damages of the insurer will never amount to more than the insured value of the object with the exception of surveyor's fees and interest in accordance with the Insurance Contract Act, section 8-4.

5.2 Repair costs in comparison with total loss
In cases of damage to the Insured object the Insurer will indemnify the repair costs for not more than the difference in the Insured object’s market value immediately before and after the event. Should the repair costs be higher than this difference, there is a total loss, entailing that the Insurer’s liability is limited to the market value of the Insured object immediately before the insurance event.

5.3 Theft etc.
In cases of loss by theft or embezzlement of the Insured object the insurer will indemnify the current market value of the object immediately before the loss.
The Insurer is only obliged to indemnify in the event of the title of the stolen or embezzled Insured object being transferred to the Insurer.

5.4 Permanent accessories

Damage to or Loss of accessories included in the insurance cover will be indemnified on the basis of the amount paid when purchased, with a depreciation of 20% per (part of a) year deducted. When determining the damages as meant in this clause, only the amount on the original purchase invoice is taken as a starting point, cfr. Section 2.3.3 – accessories and other provisions.

Depreciation is not applicable in connection to fittings damaged due to an insurance event.

Excess

Clause 6

For each hull claim an excess will apply of which the level and conditions are mentioned in the insurance certificate.

The excess is reduced by NOK 3,000 pursuant to documentation from the police or the local game committee proving that the damage has been caused by a collision with wild animals.

The excess is reduced by NOK 2,000 if an FG approved alarm system was operational at the time of a theft of, or break-in damage/loss in connection to, the Insured object.

Claim settlement

Clause 7

7.1 General

Compensation is determined in accordance with the contract between the insurer, or their appointed claims representative and the Insured. All Insured parties are bound by this.

7.2 Survey and repair

The insured is obliged to give the Insurer the opportunity to have the damage surveyed by one or more expert (s) before the repair can be started.

However, the Insured is entitled to have an emergency repair carried out (by which is also meant a temporary simple provision), should the damage be of such a nature that further driving is impossible or causes danger to the traffic or the Insured object itself.

A survey of the damage and consent for repair does not imply an acknowledgement by the Insurer of any obligation to pay damages.

7.3 Place of repair of damage

The Insurer will determine whether and where the damage will be repaired.

7.4 Waiting period payment after theft

Should theft or embezzlement, joy riding or fraud of the insured object have taken place, the right to indemnification will only exist after expiry of a 30 day waiting period after having given notice to the Insurer of the event.

7.5 Payment

Should there be any right to payment of damages under these conditions, the Insurer will proceed to payment of the damages due after receipt of all documents relating to the damage without prejudice to the provisions set out in clause 7.4.

7.6 Dispute on determination of damages
Should there be a dispute about the amount of the body damage to the Insured object, the Insured and the Insurer will each appoint an expert to assess the damage. The costs in connection to the appointment of experts will be at the expense of the respective party.

Should there be a disagreement between both experts, they will jointly appoint a third expert whose loss assessment should remain between the limits of both assessments and this third assessment will be binding. The Insured and the Insurer will each bear half of his/her fee.

7.7 Replacement Car Hire
Hire cars shall be covered for a maximum of 20 days and up to a maximum of NOK 800 per day plus VAT, or as agreed and noted in the Policy Schedule, for losses indemnifiable under Vehicle Damage Conditions. The Insurer must be contacted prior to hire.
In the event of a loss caused by the opposing party, the hire car shall be covered by the latter's insurance. The Insured shall however confirm in writing to Ayvens that the car was being used for business purposes.

Subrogation

Clause 8
By indemnifying the body damage the rights of the Insured upon any third parties will be transferred to the Insurer as well as the rights to the Insured object that is lost because of theft, loss or embezzlement and for which damages have been paid. The Insured is obliged to assist the Insurer in its attempts to recover the damages from third parties or to claim back the Insured object which was stolen, embezzled or lost.

Personal Indemnity Conditions (Drivers and Passengers Accident Insurance)

NO-0004

General Conditions

Clause 1
These conditions are effective in combination with the General Conditions NO-0001. In the event of conflict between the two sets of conditions terms, these conditions shall prevail.

Definitions

Clause 2
In these conditions the following words shall have the following meaning:

2.1 Insured parties
The Insured party is the person whose life and health is covered by this insurance contract, see clause 3.

2.2 Insured object
An object as described in clause 1.4 of the General Conditions NO-0001.

2.3 Insurance event
An insurance event has occurred when the factual conditions described in clause 2.4 are present.

2.4 Accident

By accident is meant a sudden external, directly affecting force independent of the insured's will which causes him/her personal injury which is the direct cause of his/her death or permanent disability, caused by the insured object during driving and whilst stationary, getting in and out as well as carrying out or assisting in small repairs to the insured object en route. Psychological injuries are not included by the insurance cover, see clause 6.2.5.

2.5 Sum Insured

The Sum Insured is the amount which is paid pursuant to an insurance event, as determined under Clause 5.

2.6 Cohabitant

A cohabitant is defined as:

- A person with whom the deceased lived together with in a marital like relationship at the time of his/her death, provided that information registered in the National Register shows that the two has had the same residence over the last two years prior to the insurance event.
- A person who had common children with and the same residence as the Insured party.

The person will not withstanding the above not be regarded as a cohabitant if there, at the time of death, existed factual circumstances deterring the two from entering into legal marriage, or if it must be regarded as evident that separation had been taken out at an earlier point in time.

2.7 Spouse

A person is not regarded as spouse if there, at the time of death, has been pronounced a judgement giving order, or granted license, for separation or divorce. This provision does apply even though the judgement or decision was not yet legally enforceable or final.

Persons Applicable for Cover – the Insured

Clause 3

The insurance cover is applicable for the authorized driver of, and passengers in, the Insured object, limited to the allowed numbers in accordance with the Vehicle Registration Document, who find themselves in, on, or by the Insured object. The insurance does not include paying passengers.

Geographical Scope

Clause 4

The insurance is applicable within the geographical area as defined for the Insured object in clause 2 of the General Conditions NO-0001.

Cover

Clause 5

5.1 Death

If the accident causes the death of the insured within one year of the accident, the Insurer will pay Death compensation.

The Sum Insured in the event of death is NOK 100,000 per person, provided that the Insured had a spouse/cohabitant alive, or was responsible for the support for children, at the time of death. In other instances, the Sum Insured is NOK 20,000.

5.2 Medical disability
If the accident causes the Insured to be disabled for life within two years after the accident, the Insurer will pay Disability compensation.

The Sum Insured in the event of 100% disability is NOK 200,000 per person. The compensation in each case is calculated based on a percentage share of the Sum Insured, corresponding to the disability rate.

Permanent disability is assessed in accordance with regulation 21.04.1997, number 373, from the Ministry of Health and Social Affairs.

5.3 General provisions
For insured parties above 70 years the insurance payments amount to 50% of the sums insured for Death and Disability.

Relevant damages and exclusions

Clause 6
6.1 The insurance includes cover for accidents causing the death of, or permanent medical disability to, the Insured party.

6.2 The Insurer is not liable for:

6.2.1 Apart from the general exclusions as set out in the General Conditions NO-0001 this policy does not provide cover for:

6.2.2 Willful intent
If the Insured has caused the insurance event intentionally, the Insurer is not liable. The Insurer is, nevertheless, liable if due to age or frame of mind the Insured was incapable of understanding the implications of the action. The insurer is not liable if the insured has committed or attempted to submit suicide, unless the claimant can establish that the action was the result of a sudden mental derangement, which was not caused by self-inflicted influence of alcohol or another intoxicating or sedative substance, or a mental affliction. Refer the Insurance Contract Act, section 13-8.

6.2.3 Gross negligence
If the Insured has caused the insurance event by being grossly negligent, or increased the extent of the loss, the liability of the Insurer may be reduced or cease to exist. In deciding this, emphasis shall be given to the degree of blame, the course of events, whether the Insured was in a self-inflicted state of intoxication, cfr. The Insurance Contract Act, section 13-9.

6.2.4 Psychological injuries
The insurance does not cover psychological damage or injury.

6.2.5 Fights, crimes and retaliation
The insurance does not cover accidents caused by the Insured:

- participating voluntarily in a fight
- being the victim of retaliation acts in connection to his/hers participation in criminal activity

6.2.6 Disease etc.
The Insurer is not liable for disease, sickly conditions or sickly predispositions. Further, the insurance does not cover the following conditions, even though an accident has been the triggering factor:

- stroke
- heart attack
- cancer
- backache, unless the pain has been caused by a fracture in the vertebral column as demonstrated by x-ray, and the fracture is caused by an accident covered by the insurance.

6.2.7 Cosmetic defects
No payment will take place because of permanent cosmetic defects (such as scars and disfigurement) without any functional restrictions.

Claim settlement

Clause 7
7.1 General provisions
If the Insured dies from another cause than the accident before the date of settlement, the right to compensation will lapse.

7.2 Death
Should the accident cause the death of the Insured within a year after the accident, death compensation is paid to the beneficiary. Any disability payments already made under this policy for permanent disability will be deducted from the payment.

The definition of beneficiaries is pursuant to The Insurance Contract Act, section 15-1, entailing that the Insured's spouse or cohabitant is entitled to receive the compensation (see Clause 2.6). Should the deceased not have a spouse or cohabitant, the heir(s) in accordance with law or pursuant to the deceased's last will is/are entitled to receive the payment.

The State is not entitled to payments under this insurance agreement with reference to its possible status as an heir.

The right to death benefit lapses if the beneficiary has caused the insured's death by a punishable offense. Refer The Insurance Contract Act, section 15-9, and the Inheritance Act, section 72.

The death benefit falls due for payment when the death has occurred, and the Insurer has received the claim with relevant documentation and been allowed a reasonable time to clarify the circumstances and calculate its final liability. The documentation should include the death certificate and a confirmation with regard to the claimant's status as a beneficiary.

7.3 Medical disability
Should the accident cause permanent medical disability within two years after the date of the accident, disability compensation is paid to the Insured. The compensation is calculated based on the disability rate at the time of payment.

Should there be any doubt about the permanent nature of the disability, or if there is a chance that the disability percentage will change, the Insurer will be entitled to postpone the determination of the payment for permanent disability until three years after the date of the accident,

Should it be likely that the condition would have improved as a consequence of an operation, and the Insured declines such treatment without reasonable cause, the assessment of the degree of disablement shall take into account the improvement of the condition which would be caused by such treatment.

Should the Insured die as a consequence of the accident between one and three years of the date of the accident and the payment for permanent disability has not yet been determined, the right to this payment will lapse.

Should an accident be the direct cause of various injuries to the same person which result in permanent disability, the payment will be determined in accordance with the provisions determined by the Norwegian Labour and Welfare and Organisation. Should a pre-existing disability be increased by an accident, the payment will be determined on the basis of the disability at that time, decreased by the disability percentage already in existence before the accident.

Obligations after an accident

Clause 8
Apart from the 'Obligations when there is damage' as set out in the General Conditions NO-0001, the Insured and the beneficiary respectively is (are) obliged after an event or accident:

To notify the Insurer about the accident without any undue delay, cfr. The Insurance Contract Act, section 13-11.

7.3 Consulting a doctor.

7.4 Check-up
To allow a medical examination of the injured person, where, when and as often as required for the benefit of the Insurer. The Insurer is responsible to pay for such examination.

To allow a post-mortem examination of the body if deemed necessary by the Insurer. In connection to other injuries, the injured person must call in the aid of a qualified doctor as soon as possible, and follow the instructions of this doctor, cfr. The Insurance Contract Act, section 13-12.

Roadside Assistance Conditions

NO-0005

General Conditions

Clause 1
These conditions are effective in conjunction with:
General Conditions NO-0001
Vehicle Damage Conditions N0-0003
Personal lndemnity Conditions NO-0004
where applicable in the insurance agreement. In the event of any inconsistencies, the latter conditions will prevail.

Definitions

Clause 2
In these conditions the following words shall have the following meaning:

2.1 lnsured parties
a. The Insured;
b. The owner or holder of the Insured object
c. The authorized driver of the Insured object
d. The passengers transported by the Insured object; but not including hitchhikers

2.2 lnsured object
An object as described in clause 1.4 of the General Conditions, NO-0001.

Cover

Clause 3
This insurance will cover the lnsured's costs incurred for the following:

3.1 Additional costs in connection with the Insured object in the event of the following:

3.1.1 Removal or towing of the Insured object to the nearest garage or repair at the location in the event of a collision or other form of breakdown whichever is deemed to be the most cost-effective.

3.1.2 Transport or removal of the Insured object which has been left behind in accordance with clauses 3 2.1 - 3.2.3 below.

3.2 Additional costs to transport the Insured party home;

3.2.1 Where the driver has been involved in an accident or because of a sudden illness and for this reason cannot proceed with his/her Journey in the Insured object.

3.2.2 Where the passengers cannot proceed with their journey in the Insured object, because the driver has been involved in an accident or because of his/her sudden illness. 3.2.3 Where the journey cannot proceed in the Insured object because of serious damage such that ¡t is not roadworthy within reasonable time or that the insured object has been stolen for more than 24 hours.

3.3 Transport home of the lnsured party in the event of death caused by a sudden accident.

3.4 Transport of the lnsured party affected by an accident or sudden illness to the nearest doctor or hospital.

Exclusions

Clause 4
Apart from the general exclusions specified in the General Conditions NO-0001 this policy does not provide cover in the event of:

4.1 Cost of replacement fuel or electric vehicle battery re-charge;

4.2 Costs incurred by the Insured which can be recovered from other sources, or other insurance policies or guarantees.

4.3 Breakdown due to the wear and tear of any vehicle components

Extent of damages

Clause 5
5.1 The insurer may provide compensation for the insured to cover travel costs to his/her home or to another destination chosen by the Insured.

5.2 In the case of a journey to be continued to an agreed destination, compensation will be limited to the additional costs which would have been paid to transport the insured party home. For other passengers, the level of compensation is limited to the additional costs to transport to the place where the journey with the Insured commenced, or the planned destination.

5.3 Transport in relation to clause 3.1 above shall be approved by the Insurer in advance. The Insurer will also decide whether compensation is payable for transportation to the Insured's domicile or another destination preferred by the Insured.

Deductible

Clause 6
A deductible will apply to every claim made under Roadside Assistance. The amount of this deductible and the conditions applicable are as specified in the insurance certificate.

Claim settlement

Clause 7
7.1 General
Compensation is determined in accordance with the contract between the Insurer, or their appointed claims representative and the Insured. All Insured parties are bound by this.

7.2 Documentation
The insured party is obliged to provide original receipts for the costs for which he is seeking reimbursement. Injured parties seeking compensation for accidents or sudden illnesses shall produce medical certificates as well as information relating to which mode of transport was deemed necessary. Claimants because of breakdown must be confirmed in writing from the garage. For other injured parties, the Insurer may request additional information necessary for the settlement of the claim.

Safety regulation

Clause 8
In the event of breakdown the Insured shall always first contact any other roadside assistance program which may be in place for the insured object. Details are to be found in the glove compartment of the insured object.

Assistance

Clause 9
Should assistance be required outside Office Hours, the insurer may be contacted on telephone number 810 33 666.