

Group life insurance for enterprises



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A group life insurance for enterprises is a death-risk insurance that an enterprise or industry group may take out for agreed groups of its employees and possibly their spouses, registered civil partners and cohabitants. A group life insurance may include disability cover. Disability cover means that the Insured is paid a lump sum if he/she meets the policy conditions' requirements as to incapacity for work.

The covers agreed on will be stated in the insurance contract and insurance certificate.

Group life insurance with death cover

In the case of a claim for the payment of the sum insured because of a death, it is the policy conditions that were valid when the death occurred that are applicable. These policy condition, the insurance contract entered into between the enterprise or industry group and Storebrand Livsforsikring AS and supplementary rules for group life insurance determined by Storebrand and approved by Finanstilsynet (the Financial Supervisory Authority) apply to the insurance. In addition, the Act no. 69 of 16 June 1989 relating to insurance contracts – hereinafter called the Insurance Contracts Act – and other legislation apply, but nonetheless such that the policy conditions take precedence if they deviate from non-mandatory statutory provisions.

Notice of disclaimer

Translated from Norwegian. Only the terms and conditions of the insurance contract in Norwegian are to apply. This document shall not be recognised as legally binding material and has been prepared for the sole purpose of understanding the contractual contents of the Norwegian legal document in force.

1. Definitions

1.1. The Company

The Company is Storebrand Livsforsikring AS.

1.2 The Policyholder

The Policyholder is the party that enters into the insurance contract with the Company.

1.3. The Insured

The Insured is the party to whose life or health the insurance is linked.

1.4. Spouse/registered civil partner

The Insured's spouse is the person who has entered into marriage with the Insured. A party who has entered into a registered civil partnership with the Insured is treated as a spouse.

A person is not counted as an insured spouse or registered civil partner after the date when a court order or administrative order regarding a separation or divorce has been granted, even if it is not legally enforceable or final.

1.5. Cohabitant

A cohabitant is:

- a person with whom the Insured lives in a marriage- or civil-partnership-like relationship provided the National Population Register states that these two have shared the same home for the past two years, or
- a person with whom the Insured has children and shares a home. However, a person is not counted as a cohabitant if, at the time when the insurance event occurred, circumstances existed that prevented a lawful marriage or civil partnership from being entered into.

A person is not counted as a cohabitant beyond the date when the parties cease living together or beyond the date when the abovementioned definition of a cohabitant is for some reason no longer met.

1.6. Children

Children are the Insured's own children and step-children. Other children who, according to a public authority, are supported by the Insured and have been included in the Insured's family are also covered.

1.7. Breadwinner

A breadwinner is an employee who has a spouse/registered civil partner (see clause 1.4) or cohabitant (see clause 1.5) or who is single and has children (see clause 1.6) under the age of 21 years.

1.8. Ability to work

A full ability to work means that the employee is fully able to work in a full-time job.

1.9. The insurance contract

The insurance contract is the group life insurance contract entered into between the enterprise or industry group and Storebrand Livsforsikring AS.

1.10. Insurance certificate

A written certificate given to members containing information on the agreed benefits and the policy conditions that apply.

1.11. Incapacity for work

Incapacity for work means the full or partial loss of the ability to carry out paid work. Some insurances that cover incapacity for work require the incapacity for work to be deemed permanent.

1.12. The National Insurance basic amount - G

G is the National Insurance Scheme's basic amount.

1.13. The term of the insurance

The term of the insurance is the period during which the insurance contract is in force. For the individual member, the term of the insurance means the period when the person concerned belongs to the group covered by the insurance contract.

1.14. Insurance year

The insurance year is the 12-month period starting on the insurance's annual renewal date.

2. When the group life insurance enters into force

2.1. General entry into force

Unless otherwise agreed on or pursuant to the relationship, the Company's liability starts on the date when the contract is entered into. The prerequisites for the individual employee's admission to the insurance are stated in clauses 2.2 and 2.3.

2.2. Entry into force for the employee

The employer is to provide a written declaration stating that the employees to be covered by the group life insurance are fully able to work (actively at work declaration). The Company is entitled to require more detailed health information if the insurance covers fewer than a certain number of persons when it enters into force or if joining the insurance is voluntary.

No actively at work declaration or health declaration is required for a co-insured spouse/registered civil partner/cohabitant in schemes with obligatory membership. If the spouse/registered civil partner/cohabitant dies within two years of becoming a co-insured, the Company's duty to provide compensation is reduced, see clause 6.1. The same applies in the case of an increase in the insurance applicable to spouses/registered civil partners or cohabitants.

2.3. Employees who do not meet the conditions

For employees and co-insured spouses/registered civil partners or cohabitants who, due to the employee's state of health, cannot be covered by the insurance, the insurance enters into force, unless otherwise agreed, on the date when the conditions stated in clause 2.2 are met.

2.4. Subsequent admissions

Employees who meet the conditions for admission to an insurance with voluntary membership and do not join this insurance within one month must provide approved health information in order to be admitted to the insurance later on. The health information is to be provided at no cost to the Company on a form issued by the Company.

3. Admission to the insurance

3.1. New employees are to be admitted to the insurance on the date when notice is sent to the Company, unless otherwise agreed.

3.2. The conditions regarding the ability to work and state of health that applied when the group life insurance was established also apply to new admissions, see clause 2.2.

3.3. No health declaration is required to join a group life insurance with voluntary membership if the number of employees entitled to the insurance is at least 750 and at least 80% of these have joined the insurance, or the number of employees entitled to the insurance is at least 250 and at least 90% of these have joined the insurance.

4. Expansion of the insurance

4.1. The expansion of the insurance means a contractual amendment which leads to the sum insured being increased for one or more of the Insureds already covered by the insurance, that new benefits are linked to the insurance or that the insurance is to cover new groups of Insureds.

4.2. The expansion enters into force on the date when a new contract is entered into, unless otherwise agreed.

4.3. The conditions regarding the ability to work and state of health that applied when the group life insurance was established apply to the expansion, see clause 2.2.

5. Increase in the sum insured

5.1. In the case of an increase in the sum insured that is within the insurance contract's framework, only an actively at work declaration from the employer is required.

5.2. If the sum insured under the contract is to be increased in accordance with the National Insurance basic amount (G), no health or actively at work declaration is required.

6. Limitations in the Company's liability

6.1. Spouse/registered civil partner/cohabitant insurance

When a spouse/registered civil partner/cohabitant is admitted to the insurance and no health declaration has been provided, the Company is not liable if the spouse/registered civil partner/cohabitant dies within two years of the admission as a result of a disease or disorder that the person concerned had on the admission date and must be assumed to have known about. A corresponding provision applies to any increase in the sum insured in excess of the contract framework. The two-year deadline starts on the date when the sum insured was increased, see clause 4.1.

6.2. War, riots and suchlike

Unless there is a special agreement, the Company is not liable for insurance events that are directly or indirectly caused by, or linked to, war or warlike acts, whether or not war has been declared, revolts, riots or similar serious disturbances of the peace.

7. Payment of the sum insured

7.1. The sum insured is payable upon the Insured's death during the term of the insurance. The Company must be notified of the Insured's death without undue delay.

7.2. The party submitting a claim under the insurance must obtain a death certificate so that the Company can process the claim. Documentation showing the person or persons entitled to receive the sum insured must be enclosed.

The party submitting a claim for the sum insured is obliged to provide additional information and documents that are available to him or her if the Company so requests. Anyone who provides incorrect or incomplete information may lose any claim for compensation against the Company according to section 18-1 of the Insurance Contracts Act.

7.3. The sum insured will be paid as soon as the payment conditions have been met. The Company pays interest that starts to be calculated two months after the death is reported to the Company, see section 18-4 of the Insurance Contracts Act.

7.4. If the group life insurance includes a spouse/registered civil partner/cohabitant insurance and both the employee and spouse/registered civil partner or cohabitant die during a 30-day period, the sum insured under the spouse/registered civil partner/cohabitant insurance is also payable even if the spouse/registered civil partner/cohabitant dies last.

8. Withdrawal from the insurance

8.1. Withdrawal means that the Insured is no longer covered by the insurance.

8.2. When a member of a group life insurance leaves the group covered by the contract, the insurance is terminated at the earliest 14 days after a written reminder is sent by the Company or Policyholder. In an insurance where a reminder like that stated in the first sentence is not sent, the insurance is terminated at the earliest two months after the member left the group.

A later termination date for the insurance than that which follows from the first and second sentences may be agreed on. In insurance events for which the Company is liable pursuant to the first and second sentences, the sum insured will be reduced if the person concerned has in the meantime been admitted to a corresponding insurance and receives compensation under this.

8.3. If different age limits are stipulated for groups of employees, it may be agreed that groups with a low age limit are to continue being covered by the group life insurance until the higher age limit, but nonetheless for no longer than until 67 years. This provision must in such case be obligatory and the premium must be paid in the same way as for the other Insureds.

8.4. Co-insured spouses/registered civil partners/cohabitants are withdrawn from the insurance at the same time as the employee. In addition, a co-insured spouse/registered civil partner is withdrawn from the insurance on the date when a separation or divorce takes place (see clause 1.4). A cohabitant is withdrawn from the insurance on the date when the relationship breaks down or the definition of a cohabitant is for some other reason no longer met (see clause 1.5).

8.5. A temporary or permanent absence due to incapacity for work as a result of a disease or accident, or due to an early retirement pension, is not counted as a reason for withdrawal from the insurance provided this is agreed on and the premium is paid in the same way as for the other Insureds.

The same applies to parental leave or other leave of up to six months unless otherwise agreed, and to absence due to military service or some other national service. The insurance also applies if the employment relationship has been terminated by a strike/lock-out.

8.6. A group life insurance has no surrender or paid-up policy value.

8.7. Regarding the right to an individual life insurance if withdrawn from the insurance, see clause 10.

9. Cancellation of the insurance

9.1. If the Policyholder or Company does not exercise its right to cancel, the contract is automatically renewed for one year at a time.

9.2. If the group life insurance no longer satisfies the conditions stipulated in the "Supplementary Rules for Group Life Insurance" at the end of an insurance year, the insurance is cancelled without anything further being required at the end of the subsequent insurance year if the conditions are not met by then either. The contract may nonetheless be extended by a further one year if the Policyholder proves that the conditions will probably be complied with by the end of that insurance year.

9.3. If the Policyholder does not want the insurance to be renewed automatically on its annual renewal date, notification of this must be sent to the Company by the end of the insurance year. The same applies if the Policyholder wishes to amend the insurance contract and this amendment leads to a reduction of the rights of some of the Insureds. The Policyholder may cancel a current insurance policy during the insurance year if there is no longer a need for insurance or for other special reasons, or in order to transfer the insurance to another company. The Policyholder is to notify the Company in writing, giving at least one month's notice. If the insurance is transferred to another company, the Company is to be notified of the name of the company to which the insurance is being transferred and the date of the transfer. If the insurance is cancelled, the Policyholder is to inform the Insureds of this as quickly as possible and at the latest one month before the date when the insurance expires. If the insurance is transferred to another company, the Insureds are to be informed about this in a corresponding manner.

9.4. If the Policyholder or Company cancels or fails to renew the insurance contract, or the Company's **liability** is terminated due to the Policyholder's failure to make premium payments, the members are to be notified in writing or in some other suitable manner.

For the individual member, the insurance is in such case cancelled at the earliest one month after notice has been given or the member has become aware of the matter in some other way. In the case of insurance events for which the Company is liable, the sum insured will be reduced to the extent that the person concerned has in the meantime been covered by a corresponding insurance and receives compensation under this.

9.5. Regarding the right to an individual life insurance if the insurance is cancelled, refer to clause 10.

10. Right to an individual life insurance

10.1. If the Insured leaves the group covered by the insurance for a reason other than age, the Insured and any co-insured spouse/registered civil partner/cohabitant are entitled to take out an individual life insurance without any health test.

The same applies if the insurance is cancelled, see clause 9.

The following applies to the taking out of an individual life insurance:

- a)** The insurance cannot have a higher sum insured or longer term than that stipulated for the person concerned in the group life insurance, see item d).
- b)** The premium is to be calculated in accordance with the Company's individual life insurance premium schedule.
- c)** Written notification stating that the person concerned will exercise this right must be received by the Company within six months of the Company's liability lapsing.
- d)** The right to a waiver of premium may be included if the Company considers the Insured's health to be satisfactory. The health information is to be provided – at no cost to the Company - on a form issued by the Company. The same applies to an extension of the term of the insurance beyond the term of the insurance that applied to the Insured under the group life insurance.
- e)** The right to take out an individual life insurance without any health test does not apply if the group life insurance is cancelled in order to be transferred to another company.

11. Premium payment

11.1. The premium is payable to the Company in advance. Unless otherwise agreed, the Policyholder is to pay the premium to the Company in a lump sum for all the Insureds. It may be agreed that the individual insured is to pay the premium directly to the Company.

11.2. The first premium falls due for payment on the date when the group life insurance enters into force, see clause 2. Later premiums fall due for payment on the due dates stipulated in the insurance contract.

11.3. The payment deadline for the premium is one month after the date when the Company sends a renewal notice to the Policyholder. If the premium is not paid by the payment deadline, the insurance is cancelled unless the premium is paid within 14 days of a new renewal notice being sent by the Company.

The Policyholder's duty to pay interest on the premium is stated in the Act no. 100 of 17 December relating to interest on overdue payments, etc.

12. Premium calculation

12.1. The average premium for the group life insurance is calculated once a year. This takes place for the first time when the insurance enters into force, and thereafter on the insurance's annual renewal date stated in the insurance contract.

12.2. The premium for the individual insured is calculated as from the date when the person concerned is admitted to the insurance, unless otherwise agreed. If the Insured is withdrawn from the insurance, the Company is to repay an amount corresponding to the period after the withdrawal for which premium has been paid, unless otherwise agreed. The same applies if the Insured dies.

12.3. If the insurance is cancelled during the insurance year due to the Policyholder closing down its operations, etc, the Company is to repay the premium corresponding to the number of days for which premium has been paid, calculated from the date when the Company's liability was terminated.

13. Duty of disclosure

13.1. When the group life insurance enters into force (see clause 2), when new members are admitted (see clause 3) and in the case of an expansion (see clause 4), the Company may ask for information that may be of importance to the Company's assessment of the risk.

The Policyholder and Insured are to provide correct and complete answers to the Company's questions. They must also, on their own initiative, provide information on particular circumstances that they must understand are of considerable importance to the Company's assessment of the risk.

13.2. The Policyholder undertakes to inform the Company of the number of employees who are entitled to be covered by the contract.

13.3. If the duty of disclosure is not met, the Company's liability may be reduced or eliminated completely, see section 13-2 of the Insurance Contracts Act.

The Company may also cancel the insurance by giving 14 days' notice if the duty of disclosure is not complied with, see section 13-3 of the Insurance Contracts Act. If the insurance for the individual insured has been in force for two years, these provisions may only be applied in the case of fraud, see section 13-4 of the Insurance Contracts Act. The same applies to an expansion of the insurance.

13.4. Regarding the duty of disclosure when the sum insured is paid out, see clause 7.2.

14. Time-barring

Claims for the sum insured are time-barred after 10 years. The limitation period starts at the end of the calendar year when the person entitled to make the claim obtained the necessary knowledge about the circumstances on which the claim is based.

The claim is nevertheless time-barred at the latest 20 years after the expiry of the calendar year when the insurance event took place. Otherwise, section 18-6 of the Insurance Contracts Act applies. Claims notified to the Company prior to the expiry of the limitation period are time-barred at the earliest six months after the Insured has received separate written notification that time-barring will be invoked. The notification must state how the limitation period can be interrupted.

The limitation period is not extended pursuant to this provision if more than 10 years have elapsed since the claim was sent to the Company.

15. Restrictions on the right of disposition

As long as a member's claim against the Company has not fallen due, the member may not assign his/her right. No charge may be created on this right.

16. Reservation of the right to make future changes to policy conditions and premium schedules

The Company is entitled to change the premium schedule and policy conditions as from the first annual renewal date.

The Company must notify the Policyholder and Insureds of the change. This particularly applies if the policy conditions are changed in the Insured's disfavour.

17. The Company's right of recourse

If the Policyholder does not comply with its obligations in accordance with the contract entered into between the Policyholder and Company and the Company is nonetheless obliged to pay the sum insured in the case of death or incapacity for work, the Company will seek recourse from the Policyholder.

18. Disputes

Complaints relating to the group life insurance are to be made directly to the Company:

Storebrand Livsforsikring AS
Postboks 500
NO-1327 Lysaker
Tel (+47) 22 31 50 50.

Complaints that relate to the insurance contract and settlements pursuant to this may also be made to:

The Norwegian Financial Services Complaints Board
(Finansklagenemnda)
Postboks 53, Skøyen
NO-0212 Oslo
Tel (+47) 23 13 19 60

19. Choice of law and legal venue

19.1. Norwegian law applies to the insurance contract to the extent that this does not contravene Act no. 111 of 27 November 1992 relating to the choice of law in insurance or another agreement has been reached.

19.2. Disputes regarding the insurance contract are to be settled by a Norwegian court unless this contravenes mandatory rules in the prevailing legislation or another agreement has been reached.

Group life insurance with disability cover

Disability cover is a disability-risk insurance that an enterprise or industry group may take out for agreed groups of its employees.

These policy conditions apply to the disability cover. When determining the sum insured for incapacity for work, it is the conditions which applied when the incapacity for work arose that are applicable.

Unless otherwise pursuant to these conditions, the policy conditions for group life insurance in the case of death apply. In addition, the Act no. 69 of 16 June 1989 relating to insurance contracts – hereinafter called the Insurance Contracts Act – and the legislation otherwise apply, but nonetheless such that the policy conditions take precedence if these deviate from non-mandatory statutory provisions.

20. The insurance event in the case of incapacity for work

20.1. The insurance event in the case of incapacity for work occurs in accordance with the insurance contract's provisions when the employee, as a result of a disease, injury or disorder, has:

- a)** had his/her ability to work reduced by at least 50% for the continuous period stipulated in the insurance contract,
- b)** had his/her ability to work reduced by at least 50% for a continuous period of at least two years and the incapacity for work is deemed to be permanent. If such incapacity for work has lasted for a continuous period of five years, it is deemed to be permanent unless special factors indicate otherwise.

In both cases, the incapacity for work must have arisen during the term of the insurance.

The assessment of whether or not a disease exists must be based on a disease concept that is scientifically based and generally recognised in medical practice.

The insured is entitled to a part-payment of 20% of the incapacity for work compensation as a result of incapacity for work, irrespective of the cause, if:

- The disease has led to a degree of incapacity for work of at least 50% and the Labour and Welfare Administration (NAV) has granted the Insured at least 50% of the work assessment allowance in one or more decisions that in total have a continuous duration of at least four years.
- The insurance event leading to the part-payment occurs on the date when NAV makes the decision which means that the continuous period is at least four years.
- The 20% part-payment is calculated according to the same regulations as for permanent incapacity for work irrespective of the cause.
- If a part-payment has been made, the compensation if permanent incapacity for work is agreed to later on will be 80% of the compensation for incapacity for work calculated according to the same rules as for incapacity for work irrespective of the cause.

Exceptions:

The insurance does not provide any right to a part-payment if the Insured:

- Is participating in or waiting for work-oriented measures or active treatment
- Is participating in or waiting for trial work experience
- Is applying for jobs

The right to a part-payment only applies to persons who are members of the Norwegian National Insurance Scheme and such persons are only entitled to one part-payment.

If a claim for the sum insured for incapacity for work is submitted later than the date when the insurance event occurred, the sum insured that is to be paid is calculated on the basis of the sum insured and degree of incapacity for work that prevailed on the date when the insurance event occurred.

20.2. The degree of incapacity for work will be determined according to the Insured's ability to carry out paid work (earning ability). When considering whether and to what extent the Insured's earning ability is to be deemed to be permanently reduced, the opportunities to earn money from any work that the person concerned can now do are to be compared to the opportunities to earn money that the person concerned had before the disease, injury or disorder arose.

20.3. If an insured is covered by the provisions in clause 20.1. b) and has had the sum insured for incapacity for work reduced because his/her degree of incapacity for work is deemed to be less than 100%, any later increase in the degree of incapacity for work during the term of the insurance will entitle him/her to a sum insured determined in relation to the increase in the degree of incapacity for work.

21. Limitations on the Company's liability

21.1. When the Company's rules state that no health declaration is required, the following applies:
No right to the sum insured for incapacity for work arises in the case of incapacity for work that occurs within two years of the insurance entering into force for the employee and is due to a disease or disorder that the employee had on that date and which the employee must be assumed to have known about.

In the case of an increase in the sum insured that exceeds the contract's framework, a corresponding provision applies. In such case, the two-year limitation period starts on the date when the sum insured was increased.

21.2. No right to the sum insured for incapacity for work arises if the incapacity for work is intentionally caused or worsened by the Insured him/herself, see section 13-8 of the Insurance Contracts Act.

21.3. The limitations on the Company's liability mentioned in the policy conditions in the case of death apply correspondingly to the right to the sum insured in the case of incapacity for work.

22. Determination of the sum insured for incapacity for work

22.1. The size of the sum insured can be calculated in relation to the sum insured for death that, according to the contract, has been determined for the Insured on the date when the sum insured for incapacity for work falls due for payment. The sum insured for death includes any child and spouse/registered civil partner/cohabitant allowance or dependants' allowance.

The sum insured for incapacity for work can also be determined independently of the sum insured for death. It may also be decided that the sum insured is to be reduced in relation to the degree of incapacity for work. If, due to an amendment to the contract, the sum insured is reduced after the incapacity for work has arisen, the sum insured is nonetheless to be determined in accordance with the contract that applied when the incapacity for work arose.

23. A fully paid life insurance in the case of incapacity for work

23.1. It may be agreed that an insured who meets the condition stipulated in clause 20.1 b) is to be entitled to a fully paid life insurance with the same termination age as for the group life insurance. This insurance is payable upon the Insured's death.

24. Payment of the sum insured for incapacity for work

24.1. In the case of a claim for the sum insured for incapacity for work and/or if relevant a fully paid life insurance, a personal declaration of health and medical certificate must be submitted. These are to be provided on a form issued by the Company. In order for the Company to process the claim, the person making a claim under the insurance must obtain the information and documents that are available to him/her and which the Company needs in order to decide on the claim and pay the sum insured/issue a fully paid life insurance. According to section 18-1 of the Insurance Contracts Act, anyone who provides incorrect or incomplete information may lose any claim for compensation against the Company. The insured and Storebrand are entitled to obtain declarations from physicians and specialists that are of importance to the determination of the sum insured. If Storebrand finds it necessary to obtain a declaration from a new expert medical witness, the reason for this is to be stated in writing.

24.2. The sum insured is to be paid and/or any fully paid life insurance is to be issued as soon as the Insured has submitted his/her claim and it has been determined that the conditions for payment/issuance have been met, see clause 20.

The Company pays interest on the sum insured calculated as from two months after the insurance event took place, although at the earliest two months after the insurance event was notified to the Company, see section 18-4 of the Insurance Contracts Act.

25. Withdrawal from the insurance. Right to a fully paid insurance

25.1. If the Insured has had his/her ability to work reduced by at least 50%, he/she cannot be withdrawn from the group life insurance until the question of the right to the sum insured for incapacity for work and/or any fully paid life insurance has been determined.

25.2. Irrespective of the provisions in clause 8, the Insured is withdrawn from the group life insurance on the date when the right to a fully paid life insurance arises. A co-insured spouse/registered civil partner/cohabitant is also withdrawn from the group life insurance on the same date. In such case, the spouse/registered civil partner/cohabitant is entitled to a fully paid life insurance with the same period of cover as the group life insurance and with the sum insured that applied on the withdrawal date.

26. Restrictions on the right to take out an individual life insurance

An insured who has become entitled to a fully paid life insurance in accordance with clause 23 is not entitled to take out an individual life insurance as mentioned in clause 10.

27. Cancellation of the group life insurance

Ved opphør av gruppelivsforsikringen opprettholdes forsikringen uten premiebetaling med forsikringssum som fastsatt i If the

group life insurance is cancelled, the insurance is maintained without premium payment and with the sum insured stipulated in the insurance contract for Insureds whose ability to work has been reduced by at least 50%. The insurance cover is maintained for as long as the incapacity for work lasts, until the right to the sum insured for incapacity for work and/or a fully paid life insurance arises. If the incapacity for work ceases to exist or the degree of incapacity for work is reduced to less than 50% without the Insured having been given the right to the aforementioned benefits, the insurance is also cancelled. In such case, the Insured is entitled to take out an individual life insurance as mentioned in clause 10 within six months of the insurance cover expiring.

In the case of a death for which the Company is liable pursuant to this clause, the sum insured will be reduced if the person concerned has in the meantime been admitted to a corresponding insurance and receives compensation under this.

