

Policy conditions for an occupational injury insurance with Storebrand



Contents:

1. Definitions	4
2. What the occupational injury insurance covers.	5
3. When the occupational injury insurance enters into force	5
4. Settlement rules, etc..	5
5. Renewal - cancellation	6
6. Premium payment	6
7. Disputes, Complaints Board and legal venue	7

These policy conditions and the insurance contract entered into between the enterprise and Storebrand Livsforsikring AS apply to the insurance. The Act no. 65 of 16 June 1989 relating to occupational injury insurance, Act no. 69 of 16 June 1989 relating to insurance contracts and other legislation also apply, however such that the policy conditions take precedence over these when the policy conditions are different to non-mandatory legal provisions.

The agreed sums insured will be stated in the insurance contract and insurance certificate.

Valid as from 1 September 2014, replaces the conditions dated 1 January 2012

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 insurance contract

The insurance contract is entered into between the Policyholder and Company and contains details of the agreed scope of the cover, sums insured, administration, etc.

1.4 Insurance certificate

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

1.5 The Insured

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

1.6 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.

1.7 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.

1.8 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.

1.9 Occupational injury/occupational disease

Occupational injuries and occupational diseases are bodily injuries or diseases covered by sections 10 and 11 of the Act no. 65 of 16 June 1989 relating to occupational injury insurance (Occupational Injury Insurance Act), ie, an injury or disease that the employee incurs while at work in the workplace during working hours when it is an:

- a) Injury or disease caused by an accident at work (occupational injury),
- b) Injury or disease that is equated with an occupational injury pursuant to section 13-4 of the National Insurance Act,
- c) Another injury or disease if this is due to the effect of harmful substances or work processes.

Repetitive strain injuries are not counted as an occupational injury/occupational disease. Injuries and diseases like those mentioned in the first paragraph letter b) above are to be regarded as being caused while at work in the workplace during working hours unless the enterprise can prove that this is obviously not the case.

When considering whether an injury or disease provides the right to cover, the employee's particular susceptibility to the injury or disease is to be disregarded unless this particular susceptibility must be regarded as the completely overwhelming cause.

An occupational injury/disease must be ascertained during the term of the insurance, see nonetheless section 6 of the Occupational Injury Insurance Act.

1.10 Ascertainment date

According to section 5 of the Occupational Injury Insurance Act, an occupational injury or disease is regarded as having been ascertained at the earliest when the injured party either

- a) died of the injury or disease without having sought medical aid
- b) first sought medical aid for the injury or disease, or
- c) first notified the Company of his/her claim on the grounds of the injury or disease.

1.11 Medical disability

Medical disability is understood to be the physical and/or mental impairment of functions that a specific injury or disease usually causes. The degree of disability is to be determined on an objective basis, without taking into consideration the Insured's occupation, impaired ability to carry out paid work (degree of incapacity for work), outdoor interests, etc. The degree of medical disability is to be determined on the basis of the Ministry of Social Affairs' disability table. The loss of or injury to most bodily parts and organs is assigned a specific degree of medical disability in the table. For consequential injuries that are not included in the table, the degree of disability is to be determined following a discretionary comparison with the consequential injuries in the table.

1.12 Compensation for medical disability

Compensation for medical disability is paid on the basis of full or partial permanent medical disability.

1.13 Incapacity for work

Incapacity for work means the full or partial loss of the ability to carry out paid work.

1.14 Compensation for incapacity for work

Compensation for incapacity for work is paid in the case of full or partial permanent incapacity for work.

1.15 The National Insurance basic amount - G

G is the National Insurance basic amount.

1.16 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.

1.17 Insurance year

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

1.18. Travel between the home and workplace

Travel between the home and workplace means the route that the insured employee regularly takes from his/her home to the workplace and vice versa.

Any deviation from this route is not counted as travel between the home and workplace, and no compensation is payable for accidents which occur during such deviations.

If the insured employee takes short detours from the route (max. two hours), the insurance comes into force once again when the Insured returns to the normal route. If an employee is to carry out work at a place other than his/her permanent workplace, compensation is payable for accidents that occur on the journey between the home and the temporary workplace.

2. What the occupational injury insurance covers

The occupational injury insurance provides compensation in accordance with the rules stipulated in the Act no. 65 of 16 June 1989 relating to occupational injury insurance and regulations issued pursuant to it. The various compensations are to be stated in the insurance contract and insurance certificate.

3. When the occupational injury insurance enters into force

3.1. The entry into force of the insurance

Unless otherwise agreed on or pursuant to the relationship, the Company's liability starts on the date when the contract is entered into. When entering into the insurance contract, the Company may request information that may be important for assessing the risk. The Policyholder and Insured must provide correct and complete answers to the Company's questions and on their own initiative provide information on special factors that they must understand are of significant importance to the Company's assessment of the risk. This correspondingly applies to any renewal or expansion of the insurance. The Policyholder also undertakes to notify the Company of any change to or expansion of its operations. If the duty of disclosure is not met, Storebrand may in certain cases cancel the insurance, see clause 6.3. The Company may seek recourse from the Policyholder, see clause 5.7.

4. Settlement rules, etc

4.1 Reporting a claim

- a) Storebrand is to be notified immediately if an insurance event occurs that may lead to a payment under the insurance.
- b) A party wishing to make a claim against Storebrand is to give the Company the information and documents that are available to this party and which the Company needs in order to decide on the claim and pay the sum insured. Anyone providing incorrect or incomplete information may lose any right to compensation from the Company, see section 8-1 of the Insurance Contracts Act, and the Company may terminate this party's other insurances.
- c) The Insured and Company are entitled to obtain declarations from physicians and specialists that are important for determining the basis for calculating the compensation. If the Company finds it necessary to obtain a medical declaration from a new expert, the reasons for this must be stated in writing.
- d) Losses and expenses that the Company is liable for shall be documented by original vouchers or other documented statements.
- e) In the case of a death, the party making a claim against the insurance must obtain a death certificate on a form determined by the Company along with documentation showing the party entitled to receive compensation.

4.2. The due date for payment of the compensation

Settlement is to take place as soon as the Company has had a

reasonable time to clarify its liability and calculate the compensation. If it is clear at an earlier point in time that the Company must at least pay some of the amount claimed, a corresponding advance payment is to be made, see section 8-2 of the Insurance Contracts Act.

4.3. Subsequent settlement

If the compensation for future expenses, the loss of future income or permanent injury has been determined and the injured party's degree of incapacity for work or medical disability as a result of the accident changes significantly, the injured party may submit a claim for a subsequent settlement. A claim for a subsequent settlement must be submitted within five years of the settlement having been finalised.

4.4. Contributory negligence

The compensation may be reduced or no longer be payable if the employee has intentionally or with gross negligence contributed to the injury. However, this shall not reduce the surviving next-of-kin's rights to compensation. Section 5-1 of the Act no. 25 of 13 June 1969 relating to compensation in certain circumstances applies correspondingly in so far as applicable.

4.5. Time-barring

The employee's claim against the Company is time-barred after three years. The limitation period starts at the end of the calendar year when the employee obtained, or ought to have obtained, the necessary knowledge of the factors on which the claim is based.

The limitation periods stipulated in the Insurance Contracts Act and in section 9 of the Act no. 18 of 18 May 1979 relating to the limitation period for claims do not apply. Otherwise, the rules stipulated in the Act relating to the limitation period for claims apply in so far as they are applicable. Claims notified to the Company prior to the expiry of the limitation period are time-barred at the earliest six months after the person entitled to compensation has received separate written notification that time-barring will be invoked. Section 20-3 of the Insurance Contracts Act regarding the use of electronic communication applies correspondingly. The notification must state how the limitation period may be interrupted. The limitation period is not extended by this provision if more than 10 years have elapsed since the claim was notified to the Company.

4.6 Interest on compensation

Regarding the Company's duty to pay interest on compensation, the rules stipulated in the Occupational Injury Insurance Act and regulations issued pursuant to it apply.

4.7 Liability for damages – right of recourse

a) If the Policyholder has caused the Company to incur financial loss due to a failure to comply with the provisions of the insurance contract and policy conditions, the Company will

require its loss to be indemnified by the Policyholder.

- b) If the Policyholder or employee is entitled to require a third party to indemnify a loss covered by the insurance in accordance with the normal rules governing damages, the Company assumes the Policyholder's or employee's rights regarding this third party, see section 3-7, no. 3 of the Act relating to compensation in certain circumstances and section 8 of the Occupational Injury Insurance Act.
- c) The Company may seek to recover an amount from a Policyholder that has intentionally caused an employee's injury or disease.

This opportunity also applies to amounts reimbursed to the National Insurance Scheme, see section 8 subsection 2 of the Occupational Injury Insurance Act.

5. Renewal - cancellation

5.1 Renewal of the insurance contract

If the Policyholder or Company does not exercise its right to cancel, the contract is renewed for one year at a time. The policy conditions and premium schedule may be amended with effect from the renewal date.

5.2 The Policyholder's right to cancel the insurance contract

- a) At the end of the insurance year
The Policyholder may cancel the insurance contract as from the end of the insurance year provided notification of this is sent to the Company at the latest one month after the date when the Company has sent an ordinary renewal notice for the new period to the Policyholder.
- b) During the insurance year
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.

5.3 The Company's right to cancel the insurance contract

- a) Storebrand may cancel the insurance at the end of the insurance year by giving two months' notice if there are special grounds which make cancelling the contract reasonable.
- b) If the Policyholder has acted fraudulently, the Company may cancel this and other insurance contracts it has with the

Policyholder with immediate effect, see section 4-3 of the Insurance Contracts Act.

- c) If the Company becomes aware during the term of the insurance that the duty of disclosure has not been complied with and the Policyholder is not just slightly to blame for this, the Company may cancel the insurance by giving 14 days' notice, see section 4-3 of the Insurance Contracts Act.

The Company's right to cancel other insurance contracts: In cases where the Policyholder has fraudulently failed to comply with the duty of disclosure such that the Company is no longer liable to pay compensation, the Company may cancel any insurance contract it has with the Policyholder by giving one week's notice of this, see section 8-1 subsection 5 of the Insurance Contracts Act.

5.4 The Company's liability if the insurance contract is cancelled

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 pay premium, the members are to be notified in writing or in some other suitable manner.

If the insurance contract is cancelled, the Company is nonetheless liable until a corresponding insurance contract comes into force. The Company's liability pursuant to the insurance contract nonetheless lapses at the latest four months after the cancellation of the contract, see section 6 subsection 1 of the Occupational Injury Insurance Act.

6. Premium payment

The Policyholder is to pay the premium to the Company in advance in a lump sum for all the insureds covered by the insurance contract. The first premium falls due on the date when the insurance enters into force. Subsequent premiums fall due for payment on the due dates stipulated in the insurance contract.

The payment deadline for due premiums is to be stated on the Company's renewal notice. If the premium is not paid on time, the insurance lapses in accordance with the provisions of sections 5-2 and 5-3 of the Insurance Contracts Act.

7. Disputes, Complaints Board and legal venue

Disputes and Complaints Board

Complaints that refer to the insurance contract 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

Legal venue

Disputes regarding the policy conditions are to be determined by a Norwegian court provided this does not contravene the rules regarding legal venues for insurance disputes stipulated in Act no. 21/1993.

