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## 1 General provisions

### 1-1 About the terms

These policy terms apply to the Defined-Contribution Pension with a choice of investments and related risk coverage established in DNB Livsforsikring AS (DNB Liv), in accordance with the Defined-Contribution Occupational Pensions Act of 24 November 2000 no. 81 [lov om innskuddspensjon i arbeidsforhold (loi)], the Defined-Benefit Occupational Pensions Act of 24 March 2000 No. 16 [lov om foretakspensjon (lof)] and the Occupational Pensions Act of 13 December 2013 No 106 [lov om tjenestepensjon (tpl)].

The policy terms also apply to pension capital certificates in accordance with Section 6-2 of the Defined-Contribution Occupational Pensions Act, continued pension savings in accordance with Section 6-5 of the Defined-Contribution Occupational Pensions Act and continuation policies in accordance with Section 4-9 of the Defined-Benefit Occupational Pensions Act and Section 6-4 (2) of the Occupational Pensions Act.

### 1-2 Scope and the relationship between legislation, the insurance certificate, the pension agreement, and policy terms

For the pension scheme, these policy terms, the insurance certificate and provisions included in the pension agreement between the enterprise and DNB Liv apply. The following also apply: the Defined-Contribution Occupational Pensions Act, the Defined-Benefit Occupational Pensions Act, the Act on mandatory occupational pensions of 21 December 2005 No. 124 [lov om obligatorisk tjenestepensjon (otp)], the Occupational Pensions Act, the Act on Insurance Activity of 10 June 2005 no. [lov om forsikringsselskaper, pensjonsforetak og deres virksomhet mv. (forsvl)]; the Insurance Contracts Act of 16 June 1989 no. 69 [lov om forsikringsavtaler (fal)], and the legislation in other respects. In addition, the prospectus and articles of association of the individual portfolios/funds apply.

The insurance certificate takes precedence over the pension agreement and policy terms. The insurance certificate, the pension agreement, and the policy terms take precedence where they vary from non-mandatory statutory provisions.

The pension agreement is a contract between the enterprise and DNB Liv, which governs the parties' rights and obligations for the pension scheme established (cf. Section 19-2 of the Insurance Contracts Act).

The insurance certificate is DNB Liv's confirmation of the rights/ risk coverage of the individual member in accordance with the pension agreement that has been entered into (cf. Section 19-4 of the Insurance Contracts Act).

According to an agreement between the enterprise and DNB Liv, additional terms and conditions may apply to the entire or parts of the pension scheme.

### 1-3 Reservations regarding the right to future changes

During the insurance period, DNB Liv may make changes in the product features, choice of investments, premiums, cost elements, pension agreement and policy terms for the pension scheme (cf. Section 19-8 of the Insurance Contracts Act, Section 9-5 of the Defined-Benefit Occupational Pensions Act, and Section 9-4 of the Act on Insurance Activity).

If the conditions for the pension scheme are changed to the detriment of the enterprise and/or the members, they shall be notified in writing.

## 1-4 Explanations of terms

### *Cohabitant*

A person with whom the member

1. shares a home and has joint children, or
2. lives together in a relationship resembling marriage when it is proved that the relationship has existed without interruption for the last 5 years before the death, and there were no circumstances that would have precluded entry into legal marriage.

### *Enterprise*

A legal entity that has employees in its service (the undertaking) or self-employed person. The enterprise is the policyholder.

### *Fund*

Securities fund in accordance with the Securities Funds Act [lov om verdipapirfond].

### *G*

The basic amount of the National Insurance.

### *Investment portfolio*

A particular mix of securities managed according to guidelines specified by DNB Liv.

### *Investment profile*

An investment profile is a choice of investments consisting of various funds and/or investment portfolios. The investments within each profile are spread between different asset classes, markets and regions. The name of the investment profiles shows the equity portion in the profile; for example, Pensjonsprofil 30 has a 30 % equity portion. Even if DNB Liv changes the mix within each investment profile, the equity portion in the profile will not be changed.

### *Level of pension drawn*

The proportion of the full retirement pension that the member chooses to draw (cf. Section 7-2 of the Defined-Contribution Occupational Pensions Act).

### *Member*

An employee or pensioner who holds rights under the pension agreement (cf. also Section 1-2 k. of the Defined-Contribution Occupational Pensions Act and Section 1-2 (2) c. of the Defined-Benefit Occupational Pensions Act).

### *Open Menu («Åpen meny»)*

A choice of investments where the member can select from defined funds or investment portfolios that are offered by DNB Liv.

### *Pension benefits*

Agreed annual pension payment.

### *Pension capital certificate*

When a member leaves the pension scheme, on termination of the agreement, and when retirement pension benefits are drawn, DNB Liv issues a pension capital certificate to the members (cf. Section 1-2 m. of the Defined-Contribution Occupational Pensions Act).

### *Pension capital*

The member's accrued pension capital at any time is equal to the sum of the contributions paid in for the member, with additions and deductions for the member's yield and losses, and deductions for any charges (cf. Section 1-2 l. of the Defined-Contribution Occupational Pensions Act).

#### *Pension level*

For a retirement pension, this describes the percentage of full pension benefits drawn. For a disability pension, it describes the degree of disability.

#### *Provision (for children)*

When a member has made a significant contribution to the child's daily subsistence, this is regarded as provision. The member's own children and children whose day-to-day place of residence is together with the member are however always regarded as provided for. Foster children are not regarded as provided for if the child, the member and/or the member's spouse/cohabitant/partner receive a dependency allowance from the public sector.

#### *Risk coverage*

Waiver of contribution, disability pension, waiver of premium, spouse's pension/cohabitant's pension and child's pension.

#### *Statement of fitness for work*

Written confirmation by the enterprise, filled in on a form specified by DNB Liv, that the employee in question is completely fit for work assessed in relation to a full-time position.

#### *Stepchildren*

Children that a spouse/cohabitant/partner has from a previous marriage or outside marriage for whom the member provides or has a duty to provide.

### **1-5 Duty to provide information**

#### *1 The duty of the enterprise to provide information at the time of the establishment of the pension scheme and in the event of subsequent changes*

When the pension scheme is established, and in the event of subsequent changes, the enterprise is obliged to provide information that the parties in question know or should understand may be of significance for DNB Liv.

#### *2 The member's duty to provide information at the time of the establishment of the pension scheme and in the event of subsequent changes*

When the pension scheme is established, and in the event of subsequent changes, the member is obliged to provide information that he or she knows or should understand may be of significance for DNB Liv, including submitting a medical history statement when this is a condition of the pension scheme (cf. Clause 2-2 and 2-3). The information must be correct and complete.

Reference is made to detailed rules about the disclosure obligation in connection with pension payments in clause 4-3.

#### *3 The enterprise's duties in connection with notifications to and from the members*

The enterprise undertakes to forward insurance certificates, policy terms and other notifications that DNB Liv sends to the enterprise for distribution to the individual member. This also applies to the communication of notifications that are not addressed to the individual member. The enterprise is also obliged to forward notifications related to the pension scheme that it receives from the members, to DNB Liv (cf. Section 19-9 of the Insurance Contracts Act).

If DNB Liv becomes financially liable as a result of the enterprise's omission, DNB Liv may claim compensation for its loss from the enterprise.

#### *4 Consequences of neglect of the duty to provide information*

If a health certificate is submitted, neglect of the duty to provide information may entail full or partial lapse of the rights under the pension agreement, (cf. Sections 13-1 to 13-4 of the Insurance Contracts Act). If the neglect is due to fraudulent conduct, DNB Liv may also terminate other pension agreements with the enterprise/the member with immediate effect.

Persons who intentionally provide incorrect or incomplete information which leads to benefits to which the person is not entitled being paid from the pension scheme, may lose their entitlement to benefits from DNB Liv in part or in full, (cf. Section 18-1 of the Insurance Contracts Act).

#### *5 Duty to provide information in other respects*

The duty to provide information when pensions are disbursed is governed by Section 18-1 of the Insurance Contracts Act.

### **1-6 Collection and release of personal data**

#### *1 Receipt and collection of personal data*

DNB Liv receives information about the members of the pension scheme from the enterprise, from other life insurance companies or from Norsk Pensjon. DNB Liv also has the right to obtain and record information that is not subject to a statutory duty of confidentiality, including information from public and other available records. DNB Liv is also the controller of the personal data recorded by DNB Liv about its customers, members and others.

#### *2 Authorization from the member*

The insurance disbursement may depend on the member giving DNB Liv the authorisations necessary to obtain information in order to decide on the claim for compensation.

With authorization from the member, DNB Liv is entitled to obtain and record information from the Norwegian Labour and Welfare Organization (NAV), other insurance companies, medical practitioners or others to the extent that this is necessary in order to assess the claim.

In connection with a claim for disability pension disbursement, both the member and DNB Liv have the right to obtain certificates from doctors and specialists that are material to determining the basis for assessing the claim. If DNB Liv finds it necessary, a medical certificate may be obtained from a new expert. DNB Liv may require the member to allow a doctor in Norway to examine him or her for an assessment of whether the terms for disbursement apply. The doctor's fee is paid by DNB Liv. If the Insured is outside Norway, any other expenses (travel, etc.) must be paid by the member.

#### *3 Recording of personal data*

The purpose of recording the information is to comply with the contract into which DNB Liv has entered with the enterprise. As a main rule, personal data is not disclosed without the written consent of the data subject. Where DNB Liv has a statutory reporting/disclosure obligation to public authorities or others with legal authority to require information, personal data may be disclosed.

Information that is received and recorded is the members' name, address, date of birth and national identity number, date employed, salary, pension amount, FTE fraction and rights earned previously, and, if applicable, the degree of disability, as well as pension disbursement, tax withholding and account number for members who receive payments. In addition, if a person is an owner, this is recorded.

#### **4**      *Checking of personal data*

The information obtained may be checked against publicly available sources and the central registers of the insurance industry:

The Health Assessment Committee [Nemnden for helsebedømmelse] and the register of insurance applicants and insured persons [Register over forsikringsøkere og forsikrede].

#### **5**      *The member's right of access to information*

A summary of the information recorded about the members will in part appear on the insurance certificate that the members will receive. The members of the pension scheme have the right of access to information pursuant to Section 18 of the Personal Data Act of 14 April 2000, no 31 [personopplysningsloven].

#### **6**      *Transfer of personal data*

In the event of transfer of the pension scheme to another company, DNB Liv will transfer the information on record, except for health information, to another institution permitted to conduct this type of activity after receiving authorization in writing from the enterprise.

### **1-7      Payment of contributions and premiums**

The enterprise pays the entire contribution and the premium in advance to DNB Liv. Contributions and premiums are paid for all the members. The enterprise is responsible for covering the members' share of the contributions and premium, if applicable.

The first contribution and premium are due for payment on the date from which it has been agreed that the pension scheme is to apply. Subsequent contributions and premiums fall due on the due dates specified in the contract.

In the event of partial payment, the amount paid in will be distributed in the following sequence: charges, risk coverage premium, contributions. Also see the additional provisions for contributions under Clause 3-2.

Members who combine pension withdrawals from the pension scheme with a full- or part-time position in the enterprise are entitled to continued payment of contributions and premium for the risk coverage. The premium for disability pensions, spouse's pensions and child's pensions is however payable only until the agreed age for the termination of premium payments for these pensions. The premium for the waiver of contribution is paid until the age of 67 years is reached.

When the member dies, payments for the member cease. If a contribution/ premium has been paid for the member, the contribution fund/premium fund is credited with the part of the contribution/premium that applies after the date of death.

#### **1-7-1      Consequences of non-payment**

If the premium and contribution have not been paid by the end of the time limit for payment, the pension scheme is terminated 14 days after another payment reminder has been sent, (cf. sections 14-2 and 19-6 of the Insurance Contracts Act), unless there are assets in the contribution fund to cover the contribution, or assets in the premium fund to cover the premium. Termination is implemented even if one of the funds still has assets, and the enterprise does not pay the premium or contribution for that part of the pension scheme that is not covered. In the event of termination, a risk coverage premium is charged for the period during which DNB Liv has carried the risk relating to full risk coverage.

## **2      Entry into force and membership**

### **2-1      Entry into force**

The pension scheme enters into force from the agreed date, however, not before the first contribution and premium have been paid in full. The pension scheme applies to all employees in the groups to be included in the contract (however, cf. Clause 2-2).

### **2-2      Requirements for fitness for work and health certificate for the risk coverages**

The enterprise shall submit statements of fitness for work to DNB Liv for each employee when the contract enters into force and when employees are subsequently enrolled.

For an employee who is not fully fit for work assessed in relation to a full-time position, risk coverage provided by the pension scheme becomes effective on the date on which he/she is fully fit for work and DNB Liv has received a written declaration from the enterprise to this effect. Nevertheless, such employees shall be covered by the enterprise's pension savings scheme from their first working day at the enterprise, provided that the terms for enrolment have been fulfilled.

If the pension scheme covers fewer than five employees, including owners, a health certificate on a form specified by DNB Liv must be provided. The risk coverages become effective for the individual provided that DNB Liv finds his or her health to be satisfactory.

If the pension scheme encompasses fewer than 15 employees, the same requirement applies to the employer (owner).

If DNB Liv does not find the state of health to be satisfactory, admission to the risk coverages may be subject to special conditions or be refused.

### **2-3      Amendments and extension of the pension scheme**

#### **2-3-1      Amendments**

The enterprise may enter into an agreement with DNB Liv on amendments to the pension scheme.

#### **2-3-2      Fitness for work and health certificate in connection with extension of the scheme**

When the pension scheme is extended, it is a prerequisite for the entry into force of the extension for the individual employee that he or she is fully fit for work assessed in relation to a full-time position at the time of the extension. The extension can take place either by increasing the risk coverages for the individual members, including salary adjustments in excess of general wage growth and increases in the FTE fraction, or by including new risk coverages.

Clause 2-2 also applies correspondingly in connection with extensions of the pension scheme.

#### **2-3-3      Changes and extensions in general**

The same policy terms and other provisions that applied before the extension remain effective after the extension.

In connection with any extension of the pension scheme, DNB Liv may nevertheless use policy terms and provisions other than those that have been in effect previously. DNB Liv shall inform the enterprise if such a change is made.

### **3 Defined-contribution pensions with a choice of investments**

#### **3-1 Introduction**

Defined-contribution pensions are the component of the pension scheme that includes saving for the members' retirement pension. The enterprise pays the agreed contribution and a pension account is created for each member.

#### **3-2 Special rules for payment**

If payment is delayed, the contribution is distributed among the individual members' pension accounts after it has been received by DNB Liv. The yield is calculated from the date on which the funds are invested in the member's pension account. Payment that is too early results in the purchase of units before the agreed date.

#### **3-3 Management of the assets**

The members have a choice of investments related to the assets (cf. Clause 3-3-1) and bear the investment risk themselves. The amount of the pension disbursements will be influenced by the member's choice of investments.

The provisions here apply correspondingly to the extent that they are appropriate to the enterprise's investments in the contribution fund.

##### **3-3-1 Choice of investments available**

At the start, the enterprise chooses an investment profile in which the first contribution is invested for all the members. After the first contribution is invested, the member can make the choice of investments himself/herself. The enterprise decides which of DNB Liv's choices of investments is to be available for the pension scheme.

All payments to the members' pension account are invested according to the chosen investment profile.

##### **3-3-2 Choice of investments with contribution guarantee**

If the pension scheme covers choice of investments with a contribution guarantee, this means that the contribution guarantee ensures preservation of the contributions at the age of 67 years or other age agreed in the pension agreement, regardless of the development in value.

The contribution guarantee also applies to transferred capital if the contribution guarantee is already selected. The contribution guarantee ends if the member chooses a profile without a contribution guarantee, if the contract is transferred to another company, in the event of death, and if the member does not choose to continue with the contribution guarantee.

##### **3-3-3 Automatic reduction in weighting**

To protect the pension capital against fluctuations in the equity market in the last years before the right to draw retirement pension benefits begins, the weighting of the equity portion in the investment profiles is automatically reduced in the last years before retirement of the age of 67 years or other age agreed in the pension agreement. The reduction in weighting takes place only if the assets are invested in one of DNB Liv's investment profiles.

If the assets are invested in portfolios/profiles/funds through «Åpen meny» [Open Menu], no reduction in the equity weighting is made.

#### **3-3-4 Rebalancing**

Over time, different yields in the equity market and the fixed income market result in changes to the percentage asset allocation of portfolios in each investment profile. To maintain the original asset allocation, the profiles are rebalanced quarterly if the variance is greater than 5 percentage points by buying/selling units in the individual portfolios.

No rebalancing is undertaken between funds/portfolios in «Åpen meny» [Open Menu].

#### **3-3-5 The value of the pension capital**

The value of the pension capital at any time will be the price in effect for the units multiplied by the respective units in the chosen investment mix in the pension account.

#### **3-3-6 Investment of payments and changing the choice of investments**

##### *1 Investment of payments received*

The investment is normally initiated on the first working day, after DNB Liv has received notification that the payment has been credited to DNB Liv's bank account.

It is also a prerequisite that adequate information has been received to enable DNB Liv to identify the notification or the pension account to which the incoming payment applies. A further prerequisite is that DNB Liv has received adequate information to identify each member's share of the capital supplied.

##### *2 Changing the choice of investments*

Notification of changes to the choice of investments shall be made via DNB Liv's Internet solution or in writing to DNB Liv.

A change entails the sale of existing units and subsequent purchase. Purchase takes place only when the final settlement for the sale has been received, and no interest is allocated during this period.

When a fund switch is made in the Internet solution, the investment is initiated on the next working day. If notification of the fund switch is sent in writing to DNB Liv, the investment is initiated within two working days after the notification has been received.

DNB Liv may however take up to three working days before the fund switch is initiated.

It is also a prerequisite that adequate information has been received to enable DNB Liv to identify the pension account to which the change applies and that the notification is comprehensible.

#### **3-3-7 DNB Liv's right in connection with the investment choices**

DNB Liv reserves the right to determine the minimum amount for incoming payments, to limit the number of investment choices, to add and remove profiles/portfolios/funds, and to determine the minimum amount for investment in each choice of investments. DNB Liv also reserves the right to transfer the investments to one or more other portfolios/funds. If the member does not specify a new choice of investments within a reasonable period, DNB Liv has the right to transfer the value to another choice of investments.

DNB Liv shall notify the owner in the event of changes that affect the investment portfolio resulting from new choices of investments, closure of trade in funds, or merger of funds.

### 3-3-8 Charges

Charges for administration and management of the pension scheme shall be paid in accordance with regulations for defined contribution pension schemes that will fulfil the minimum requirements in Section 7 of the Mandatory Occupational Pensions Act. If parts of DNB Liv's charges are to be deducted from the member's pension account,

this is accomplished through the sale of units in accordance with the investment mix in effect. The deduction will thus influence the valuation of the member's pension capital.

### 3-4 Disbursement of retirement pensions

#### 1 *Withdrawal of retirement pension*

The retirement pension may be drawn from the age of 62 at the earliest. However, it may be agreed that the retirement pension may be drawn before the age of 62 for particular occupations (cf. Section 7-1 of the Defined-Contribution Occupational Pensions Act). As a minimum, the pension shall be disbursed until the age of 77 has been reached, and the minimum disbursement period is 10 years (cf. Section 7-4(1) of the Defined-Contribution Occupational Pensions Act). The pension withdrawal is independent of whether the member still has a full-time or part-time position.

If, at the time at which disbursement is to start, the pension is less than 20 % of the National Insurance basic amount, DNB Liv may convert the disbursement period to the whole number of years necessary to enable the annual disbursement to constitute 20 % of the National Insurance basic amount or as little as possible above this amount. If the disbursement period is one year or less, the capital is disbursed as a lump sum.

#### 2 *Partial drawing*

The member may decide that the withdrawal of pension is to apply only to part of the pension capital. With partial withdrawal, the member can choose from the following pension levels of the full retirement pension: 20 %, 40 %, 50 %, 60 % or 80 %. The level of pension drawn must however not be less than what is required in order for the total annual pension to reach a level of 20 % of the National Insurance basic amount.

#### 3 *Notification of withdrawal and change in the level of pension drawn*

In connection with drawing a retirement pension, the member shall provide DNB Liv with a notification that specifies the pension level and the date from which disbursement of the pension is desired.

The level of the pension drawn may be changed only when the age of 67 years is reached and after that a maximum of once per year, unless the member wishes to switch from partial to full pension withdrawals.

DNB Liv must be notified of the start of withdrawals or change of the pension level at the latest 2 months before the disbursements/ changes become effective.

If DNB Liv does not receive notification from the member regarding retirement pension withdrawals, disbursement will become effective from the month in which the member reaches the age of 75.

#### 4 *Issue of pension capital certificates*

When retirement pension benefits are drawn, a pension capital certificate is to be issued to the member. Members who combine withdrawals of retirement pension benefits from the pension scheme with a full- or part-time position in the enterprise receive a pension capital certificate only for the part of the pension capital to be drawn.

#### 5 *Management of the pension capital during the disbursement period*

During the disbursement period, the pension capital is managed in a savings agreement, and the member selects from the product's investment choices to choose how the pension capital is to be managed (cf. Section 7-3 (2) of the Defined-Contribution Occupational Pensions Act).

#### 6 *Disbursement of the retirement pension*

The retirement pension is disbursed in monthly instalments. To finance the disbursement of instalments, before the disbursement date DNB Liv sells units allocated to the pension account. The amount disbursed per instalment is equal to the pension capital divided by the number of remaining instalments.

#### 7 *Simultaneous withdrawal of retirement pension benefits and disbursement of a disability pension*

Members who receive a disability pension under Chapter 8 of the Occupational Pensions Act cannot at the same time draw a retirement pension if the combined retirement pension and disability pension exceeds a pension level of 100%. If the member becomes disabled after withdrawal of retirement pension benefits, the retirement pension is reduced so that the pension level does not exceed 100 %.

#### 8 *Transfer/consolidation of retirement pension disbursements*

For transfer/consolidation of retirement pension disbursements, see Clause 6-2.

### 3-5 Disbursement of pension capital at the time of death

When the member dies, the units are sold, and the pension capital is used according to the provisions in the next paragraphs. The sale of units will be initiated after a written notification of death and the grant of probate have been received by DNB Liv.

The pension capital will be used for a child's pension for the children under 21 years of age for whom the member provides or has a duty to provide at the time of his/her death. If the pension capital is greater than what is required to secure an annual pension of 1 G for each child until they reach the age of 21 years, the remaining capital is used to provide a pension for the spouse or cohabitant for at least 10 years.

The legislation on marriage in effect at any time determines whether a divorced spouse has the right to a pension and, if so, how the pension capital is to be shared between a spouse/cohabitant and a divorced spouse.

If the pension capital exceeds that which is needed to give the children a pension, and there are no other survivors who are entitled to a pension, the remaining pension capital is disbursed as a lump sum to the estate of the deceased.

If, at the time at which disbursement is to start, the pension is less than 20 % of the National Insurance basic amount, DNB Liv may convert the disbursement period to the whole number of years necessary to enable the annual disbursement to constitute 20 % of the National Insurance basic amount or as little as possible above this amount. If the disbursement period is one year or less, the capital is disbursed as a lump sum.

## 4 Risk coverage

### 4-1 Introduction

The risk coverage in the pension scheme may include a waiver of contribution, a disability pension with or without a child's supplement, a waiver of premium, a spouse's pension, a cohabitant's pension and a child's pension. The pension agreement and the insurance will specify which types of risk coverage are included.

### 4-2 Waiver of contribution and waiver of premium

#### 4-2-1 Waiver of contribution

If the pension scheme includes a waiver of contribution and the member has such coverage, (cf. clause 2-2), a full or partial waiver of contribution may be granted. The right to the waiver of contribution becomes effective when the member's earning capacity during the period of insurance has been reduced by a minimum of 20% for a consecutive period of 12 months, (cf. Section 8-8 of the Occupational Pensions Act). It may be specified in the pension agreement that the waiver of contribution will apply effective as of the first day the earning capacity is reduced by at least 20%.

If the member is granted a disability pension from the National Insurance Scheme before 12 months have passed, the right to a waiver of contribution will nevertheless be effective as of this date.

The earning capacity must be reduced as a result of illness, an injury or a defect to such an extent that the member cannot continue in his/her normal position and is unable to find other suitable work. The member must also have undergone, or tried to undergo, suitable treatment and implemented appropriate measures to improve his/her capacity for work.

The right to a waiver of contribution ceases after the end of the month before the member has reached the age of 67 years, or in the event of termination of membership of the pension scheme.

A waiver of contributed granted to a member will cover the enterprise's contribution in part or in full.

The size of the waiver of contribution will depend on the degree to which the member's earning capacity has been reduced, and will be effective as long as the member's earning capacity is reduced by at least 20%, but not beyond the end of the month before the member reaches the age of 67.

A deduction shall be made in the waiver of contribution if the member's income exceeds the income used as a basis for determining the degree of disability, so that the contribution calculated on the basis of income and the waiver of contribution does not exceed the contributions for a member with a full-time position.

In other respects, Clause 4-3, subsections 9, 10, 11 and 12 apply correspondingly to the waiver of contribution.

#### 4-2-2 Waiver of premium

If the pension scheme includes a waiver of premium and the member has such coverage, (cf. clause 2-2), the granted premium waiver will cover the enterprise's premium payments in part or in full.

The right to the waiver of premium becomes effective when the member's earning capacity during the period of insurance has been reduced by a minimum of 20% for a consecutive period of 12 months, (cf. Section 8-8 of the Occupational Pensions Act). It may nevertheless be specified in the pension

agreement that the waiver of premium will apply effective as of the first day the earning capacity is reduced by at least 20 %.

If the member is granted a disability pension from the National Insurance Scheme before 12 months have passed, the entitlement to a disability pension will nevertheless apply from the same date.

The earning capacity must be reduced as a result of illness, an injury or a defect to such an extent that the member cannot continue in his/her normal position and is unable to find other suitable work. The member must also have undergone, or tried to undergo, suitable treatment and implemented appropriate measures to improve his/her capacity for work.

The right to a waiver of premium ceases no later than at the end of the month in which the member reaches the age of 67 or in the event of termination of membership of the pension scheme.

The size of the waiver of premium will depend on the degree to which the member's earning capacity has been reduced, and will be effective as long as the member's earning capacity is reduced by at least 20%, but not beyond the month in which the member reaches the age of 67.

A deduction shall be made in the waiver of premium if the member's income exceeds the income used as a basis for determining the degree of disability, so that the premium calculated on the basis of income and the waiver of premium does not exceed the premium paid for a member with a full-time position.

In other respects Clause 4-3, subsections 9, 10, 11 and 12 apply correspondingly to a waiver of premium.

### 4-3 Disability pension

#### 1 *The right to a disability pension*

The right to a disability pension becomes effective when the member's earning capacity during the period of insurance has been reduced by a minimum of 20% for a consecutive period of 12 months, (cf. Section 8-8 of the Occupational Pensions Act). The earning capacity must be reduced as a result of illness, an injury or a defect to such an extent that the member cannot continue in his/her normal position and is unable to find other suitable work. The member must also have undergone, or tried to undergo, suitable treatment and implemented appropriate measures to improve his/her capacity for work. If the member is granted a disability pension from the National Insurance Scheme before 12 months have passed, the entitlement to a disability pension will nevertheless apply from the same date.

The disability pension coverage ceases at the age of 67 at the latest. Any agreed lower termination age will be specified in the insurance certificate. The coverage will also cease upon termination of the membership of the pension scheme.

#### 2 *Determining the degree of disability*

The disability pension is determined based on the degree of disability. DNB Liv will determine the degree of disability based on the reduction in the member's earning capacity. If disability benefits have been granted by the National Insurance Scheme, the set degree of disability shall normally be used as a basis. The degree of disability shall correspond to the percentage of the earning capacity which is considered to be lost in accordance with the rules in Section 8-3 of the Occupational Pensions Act, and shall be graded in 5% steps.

The assessment of the degree to which the member's earning capacity has been reduced should be based on a comparison of the member's potential income before the disability onset date and the member's potential income after the disability onset date. The assessment should focus on the member's age, abilities, education, professional experience and work opportunities in his/her home town or other places where the member can be reasonably expected to take a job.

### *3 Deduction for disability pension rights earned previously*

The annual disability pension from the pension scheme will be coordinated with the disability pension from paid-up policies, pension certificates and rights earned in occupational pension schemes in the public sector, (cf. Section 8-7 of the Occupational Pensions Act).

Disability pension payments from the pension scheme may therefore be reduced, as such payments, combined with the above-mentioned disability pension rights, cannot exceed the disability pension specified in the pension plan.

The part of the disability pension that is not paid to the member shall be transferred to the enterprise's premium fund.

### *4 Deduction in the disability pension in connection with disbursement of a work assessment allowance*

Deductions must be made in the disability pension in cases where the calculated work capacity assessment allowance and the disability pension total more than 70% per cent of pensionable income.

The disability pension will be reduced in accordance with the rules in Section 8-8 (2) of the Occupational Pensions Act. The part of the disability pension that is not paid to the member shall be transferred to the enterprise's premium fund.

### *5 Deduction in the disability pension if the member receives income during the disbursement period*

A deduction shall be made in payments from the pension scheme if the member receives income that exceeds the income used as a basis for determining the annual disability Pension, (cf. Section 8-9 of the Occupational Pensions Act).

The above income deduction shall be transferred to the company's premium fund.

If the member's income exceeds 80% of income for a calendar year before the member became incapacitated for work, no further disability pension payments will be made.

### *6 Subsequent settlement*

If the pension payments made to the member are too low or too high after being based on incorrect information about income or previously earned disability pension rights, this should be settled in arrears. If the payments are too low, the difference will be paid as a lump sum. Too high disability pension payments can be collected without regard to fault and can be settled by making deductions in future disability and retirement pension payments. Claims for the repayment of excessive disability pension payments form the basis for enforcement, (cf. Section 8-9 (2) of the Occupational Pensions Act).

### *7 Disbursement period*

The disability pension is disbursed from the date on which the right to a disability pension becomes effective, and as long as the member's earning capacity is reduced by at least 20%, or the member's income during a calendar year does not exceed 80% of income before the member became incapacitated for work.

However, the disability pension will not be paid after the final date of the month during which the member reaches the agreed age for termination of premium payments for this coverage. If the member dies while a disability pension is being disbursed, the disability pension is paid with the amount unchanged until the end of the month after the month of death.

### *8 Child supplement to disability pension*

The pension scheme may include a child supplement to the disability

pension for children for whom the member provides or has a duty to provide, and who have not reached the age of 18. This right also applies to the member's own children who are born after disbursement of the disability pension has started.

The child supplement to the disability pension can amount to maximum 12% of the member's salary up to 6 G.

The child supplement is calculated based on the level of disability and can only be paid together with the disability pension.

### *9 Restrictions on the right to a disability pension and child supplement to the disability pension*

When DNB Liv has required a health certificate from the individual member, the member will not be entitled to a disability pension due to illness, an injury or a defect against which DNB Liv has made a reservation in the insurance certificate.

When DNB Liv has not required a health certificate from the individual member, DNB Liv will not be financially liable for incapacity for work which occurs up to two years after DNB Liv's responsibility commenced and which is due to illness, an injury or a defect which the member already had at this time, and which he/she must be assumed to have been aware of, (cf. Section 19-10 of the Insurance Contracts Act). For every increase in the disability pension that is not due to a pay scale with automatic effect or general salary adjustments, the corresponding provision applies. The two-year time limit is then calculated from the date on which the pension was increased.

If the pension scheme is a continuation of another equivalent pension scheme and there has been no interruption in the insurance period of the risk coverage in terms of which compensation is claimed, the two-year time limit is calculated from the date the member was enrolled in the previous pension scheme.

If the insurance event is brought about with intent, the provisions of Section 13-8 of the Insurance Contracts Act apply.

The pension scheme does not cover medical disability.

### *10 The member's duty to provide information when a claim for a disability pension is submitted*

The member has a duty to provide correct and complete information about all circumstances in connection with the claim for a disability pension, including the number of children for whom a child's supplement is claimed, and must submit a medical certificate if DNB Liv finds this necessary. The information and medical certificate are provided on a form specified by DNB Liv.

The member also has a duty to provide DNB Liv with information about his/her right to a disability pension from paid-up policies, pension certificates and public occupational pension schemes and to authorise DNB Liv to collect the information DNB Liv needs to process/assess the claim for a disability pension.



**11** *The Member's duty to provide information while the disability pension is being disbursed*

The member shall inform DNB Liv about expected income and changes in income. The information can be checked against available information from the tax authorities. The member also has a duty to keep DNB Liv informed about his or her state of health, earning capacity and other changes that are of significance for the size of the disability pension.

The member must also provide notification of changes in the number of children giving the member the right to a child supplement.

**12** *The member's other duties while the disability pension is being disbursed*

The member has a duty to allow a doctor to examine him or her when DNB Liv finds this necessary in order to determine whether the conditions for the disbursement of a disability pension apply and to follow the advice regarding treatment that the doctor provides in order to limit the injury or illness.

If the member with intent or with gross negligence does not comply with his or her obligations according to this clause, DNB Liv is not liable for more than DNB Liv would have covered if the obligation had been fulfilled.

**4-4 Spouse's pension and cohabitant's pension**

**1** *Right to a spouse's pension and cohabitant's pension*

If the pension scheme covers a spouse's pension, the spouse, or if applicable a divorced spouse, may have the right to a spouse's pension in the event of the member's death (cf. Chapter 7 of the Defined-Benefit Occupational Pensions Act).

If the pension scheme covers a cohabitant's pension, the cohabitant may have the right to a cohabitant's pension in the event of the member's death (cf. Section 7-8 of the Defined-Benefit Occupational Pensions Act).

The right to a spouse's pension/cohabitant's pension ends at the end of the month before the member reaches the age of 67 at the latest or when membership of the pension scheme is terminated.

**2** *Period of disbursement*

The spouse's pension/cohabitant's pension is disbursed from the first day of the month in which the member dies. If it is agreed that the pension is to be reduced or to be terminated when the spouse/ cohabitant reaches a particular age, or after a given number of years, this takes place at the end of the month during which the spouse/ cohabitant pensioner reaches this age/this date of termination.

It is, however, a requirement that the spouse's pension/cohabitant's pension shall have a period of disbursement of at least 10 years, and that the spouse's pension/cohabitant's pension shall be disbursed as long as a child's pension is disbursed, however not longer than until the upper age limit for the child's pension.

If the spouse/cohabitant pensioner dies while a pension is being disbursed for him or her, the pension is disbursed with the amount unchanged until the end of the month after the month of death.

**3** *Divorced spouse's rights and former cohabitant's rights*

In accordance with the legislation on marriage in effect at any time, it is determined whether a divorced spouse has the right to a spouse's pension and, if so, how this is to be shared between the spouse and the divorced spouse.

Previous cohabitation does not provide the right to a cohabitant's pension.

**4** *Limitation of the right to a spouse's pension/cohabitant's pension*

The right to a spouse's pension/cohabitant's pension does not become effective:

- a. when the death occurs within one year after the marriage/ cohabiting relationship was entered into and is a result of illness, an injury or a defect that the member had and of which it must be assumed that he or she was aware of at the time that the marriage/ cohabiting relationship was entered into,
- b. when the marriage/cohabiting relationship was entered into after the member reached the age of 65.

If the member dies before the marriage has been formally dissolved, the right to a pension for the spouse takes precedence over the right to a pension for the new cohabitant, if applicable.

**4-5 Child's pension**

**1** *The right to a child's pension in the event of the member's death*

If the pension scheme includes a child's pension, a child for whom the member provided or had a duty to provide may be entitled to a child's pension in the event of the member's death, (cf. Section 7-1 of the Defined-Benefit Occupational Pensions Act).

The right to a child's pension ceases no later than at the end of the month in which the member reaches the age of 67 or in the event of termination of membership of the pension scheme.

**2** *Period of disbursement*

The child's pension is disbursed from the first day of the month in which the member dies. The pension is disbursed up to and including the month during which the child reaches the age that has been specified in the pension agreement.

A child who receives a child's pension also has the right to the pension beyond the specified age if the child is totally and permanently occupationally disabled, and this disability for work had already occurred when the child reached the specified age. In these cases, the child's pension is disbursed with the amount unpaid as long as the disability lasts, however not beyond the month in which the person in question reaches the age of 67 years. This right does not however apply to adopted children who at the time of the adoption were totally occupationally disabled.

If the child dies while a child's pension is being disbursed for him or her, the child's pension is paid with the amount unchanged until the end of the month after the month of death.

If it is agreed that the disbursement of a child's pension is to be increased when the child reaches a particular age, the right to the increase becomes effective from the first day in the month after the child reaches this age.

**3** *Distribution of a child's pension between siblings*

The child's pension shall be distributed equally to all the children entitled to the pension. If it is agreed that the child's pension is to be increased when the child reaches a particular age, the increased pension shall be divided equally among the children who have reached this age.

**4** *Limitation of the right to a child's pension*

For adopted children, except stepchildren who are adopted, the following limitations however apply to the right to disbursement of a child's pension:

- a. when the death occurs within 1 year after the adoption took place, and is a result of an illness, injury or impairment that the member had and of which it must be assumed that he or she was aware of at the time that the adoption took place,
- b. when the adoption has taken place after the member has reached the age of 65 years.

#### **4-6 Disbursement**

##### **1 Disbursement of pension benefits**

Pension benefits are disbursed monthly.

Excessive pension payments that the recipient knew or should have understood were incorrect may be required to be repaid.

##### **2 Recalculation of pension at the time of disbursement**

If the annual spouse's/cohabitant's pension and child's pension, when the pension is to be disbursed or in the event of a subsequent reduction, is less than 20 % of the National Insurance basic amount, DNB Liv will at that time convert the disbursement period of the pension to the whole number of years necessary to enable the annual disbursement to constitute 20 % of the National Insurance basic amount or as little as possible above this amount. The cash value of the pension shall be the same before and after the recalculation.

#### **4-7 Adjustment of risk coverage during disbursement**

##### **4-7-1 Adjustment of waiver of contribution**

If the pension scheme covers adjustment of waiver of contribution in the event of disability, the waiver of contribution will be adjusted annually.

##### **4-7-2 Adjustment of spouse's, cohabitant's and child's pension**

1 Funds transferred to the pensioners' surplus fund, (cf. Section 1-2 (1) e of the Defined-Benefit Occupational Pensions Act), shall each year be used as a single premium to supplement the pensioners' spouse's, cohabitant's and child's pension. The percentage increase shall be the same for all pensions.

2 The pensions cannot be increased by more than the percentage increase in the National Insurance basic amount (G) in a single year. The enterprise may nevertheless choose a higher increase whereby the total adjustment in the pensions for the current and the two preceding years corresponds to the percentage increase in the basic amount for these three years.

3 If there is not sufficient capital in the pensioners' surplus fund in an individual year to cover the single premium to supplement the pension described in clauses 1 and 2 in accordance with the annual percentage change in G, the enterprise may decide that the required capital shall be transferred from the premium fund or be paid by the enterprise into the surplus fund.

4 If the capital in the pensioners' surplus fund exceeds the amount required to cover the single premium to supplement the pension, the remaining capital shall be transferred to the premium fund at the end of the year at the latest.

##### **4-7-3 Adjustment of disability pension and child supplement to the disability pension**

1 Funds transferred to the adjustment reserve for disability pensions shall each year be used as a single premium to supplement the disability pension and the child supplement to the disability pensions. However, the pensions shall not be increased by more than the percentage increase in «G».

2 Returns achieved during a year when the adjustment of the pension exceeds the percentage change in G, shall be retained in the adjustment reserve for disability pensions. These funds can later be used to cover adjustments in years when the annual return gives a lower adjustment than the percentage increase in G.

3 If there is not sufficient capital in the adjustment reserve for disability pensions in an individual year to adjust the disability pension and the child supplement to the disability pension in accordance with the percentage change in G, the enterprise may decide that the required capital shall be transferred from the premium fund or be paid by the enterprise into the adjustment reserve to ensure that the adjustment can be implemented.

#### **4-7-4 Time of adjustment**

Adjustments of pension benefits under disbursement will be effective when the size of the new G is known, and will have retroactive effect back to the date the basic amount was adjusted. The first adjustment will take place the year after pension payments have commenced.

#### **5 Withdrawal from the pension scheme and termination of the pension scheme**

##### **5-1 Withdrawal from the pension scheme**

###### **5-1-1 General**

When the member leaves the enterprise, the enterprise has a duty to withdraw the person in question from the pension scheme. The enterprise may not withdraw the member from the pension scheme as long as he or she belongs to the employees who are covered by the pension scheme. The equivalent also applies to pensioners who receive payment from the pension scheme.

If the pension scheme covers a waiver of contribution, disability pension or waiver of premium, the enterprise shall provide DNB Liv with a statement in writing regarding the member's fitness for work together with the notification of the withdrawal.

DNB Liv credits the enterprise with the contribution and/or premium that has been paid in and that applies for the period after the withdrawal from the pension scheme. If DNB Liv receives notification of withdrawal from the pension scheme later than 1 month after the date of the withdrawal, the enterprise will be charged the risk premium for the period from the date of the withdrawal to the date on which DNB Liv has assumed the risk of full risk coverages. The credited amount, less the above-mentioned risk premium, if applicable, is transferred to the premium fund and/or the contribution fund.

###### **5-1-2 Specific details concerning persons who are occupationally disabled**

If the pension scheme includes a waiver of contribution, disability pension or waiver of premium and the member is at least 20% occupationally disabled as a result of illness, an injury or a defect, he or she may not be withdrawn from the pension scheme, unless this follows from the Defined-Benefit Occupational Pensions Act, the Occupational Pensions Act and the Defined-Contribution Occupational Pensions Act. If the waiver of contribution, disability pension or waiver of premium does not become effective in accordance with Clauses 4-2 and 4-3, the member may, however, be withdrawn from the pension scheme. Under special circumstances the enterprise, with DNB Liv's consent, may withdraw the member also after a waiver of contribution, disability pension or waiver of premium has been granted.

## **5-2 Termination of the pension scheme**

### **5-2-1 General information**

The pension scheme is terminated if the enterprise cancels the contract, discontinues its operations, stops payment of contributions and/or premiums and there are no assets in the contribution fund or the premium fund to cover contributions and premiums, or the pension scheme does not fulfil the minimum requirements of the Defined-Contribution Occupational Pensions Act and/or the Defined-Benefit Occupational Pensions Act.

The pension scheme may also be terminated by DNB Liv.

### **5-2-2 Members with a disability pension, waiver of contribution and/or waiver of premium**

For members whose earning capacity has been reduced due to illness, injury or a defect when the pension scheme is terminated, and for whom DNB Liv has not considered whether a disability pension, waiver of contribution and/or waiver of premium can be granted, DNB Liv is nonetheless liable for the full risk coverages as long as the member's earning capacity has been reduced by at least 20% for a continuous period of up to 12 months from the date on which the earning capacity was reduced.

Any right of the member to a disability pension, a waiver of contribution and/or a waiver of premium is determined at the end of the period during which DNB Liv bears the risk of the full risk coverages.

## **5-3 The member's rights and obligations in connection with termination of membership in the pension scheme**

### **5-3-1 Rights on withdrawal from the pension scheme**

For the member, the right to risk coverage ends 14 days after written notification has been sent to the member from the enterprise or DNB Liv. If no such notification has been sent, the right to risk coverage ends 2 months after the member no longer belonged to the group of employees covered by the pension scheme.

### **5-3-2 Rights in the event of termination**

In the event of termination, the members shall be notified in writing or in another appropriate way of the termination. For the individual member, the contract is terminated 1 month after notice of the termination has been given, or he or she has become aware of the situation in another way (cf. Section 19-6 of the Insurance Contracts Act).

### **5-3-3 Deduction in payments after disenrolment or termination**

For insurance events for which DNB Liv is liable under Clauses 5-3-1 and 5-3-2, DNB Liv may nevertheless make a deduction from the compensation to the extent that the member concerned in the meantime has been included in a corresponding insurance policy and receives compensation from this policy (cf. Section 19-6 of the Insurance Contracts Act).

### **5-3-4 The right to a pension capital certificate**

On withdrawal, the member has the right of ownership to the pension capital that has been accrued for him or her for the period up to the date of withdrawal. DNB Liv issues a pension capital certificate for accrued capital and the pension capital is transferred to a separate pension account.

The member will not have the right of ownership to the pension capital if the membership period in the pension scheme is less than 12 months, unless otherwise specified in the contract. In this case, the pension capital will be transferred to the contribution fund of the pension scheme. The requirement for

a 12-month membership period does not apply if the pension scheme is terminated.

With respect to members who are disenrolled within 12 months after the conversion of the occupational pension scheme, their consecutive period of membership in the pension scheme will be used as a basis.

Under all circumstances, the member has the right of ownership to pension capital that originates from transfers from another pension plan, pension fund or pension scheme.

## **5-3-5 Continued pension savings and continuation insurance**

In the event of termination of membership of the pension scheme, the member has the right to maintain the pension savings and the risk coverage by paying contributions and premium himself/ herself. For the risk coverage, the premium is determined on the basis of the scale of premium rates that DNB Liv uses at any time for continuation policies.

If the member wishes to use the right to continue the insurance relationship, without providing new health information, he or she must make use of this right within six months after DNB Liv's liability ends.

## **6 Special terms for pension capital certificates, continued pension saving, and continuation policies**

### **6-1 General**

These policy terms are also valid to the extent that they are applicable to pension capital certificates, continued pension saving and continuation policies.

### **6-2 Pension capital certificates**

The rights and obligations assigned to the enterprise and the member are transferred to the holder of the pension capital certificate when such a certificate is issued. This implies, among other things, that charges are deducted from the pension capital.

The pension capital certificate constitutes a separate legal relationship between the holder of the pension capital certificate and DNB Liv. Foreign nationals who have been resident in Norway for fewer than three years, and who leave the enterprise with the right to an accrued pension and thereafter settle abroad, may use the accrued pension capital to secure the right to a pension in an institution that is not established in Norway.

If the member has several pension capital certificates, the member may require that the rights be consolidated and that a new pension capital certificate be issued on the basis of the consolidated rights.

Pension capital may be transferred to another defined-contribution pension scheme under the rules in Section 6-3 of the Defined-Contribution Occupational Pensions Act if this is permitted in the pension agreement of the new employer.

The pension capital in a pension capital certificate can only be paid as a retirement pension in accordance with Clause 3-4 in these terms and conditions.

### **6-3 Continued pension savings**

If the former member has chosen continued pension savings, contributions shall be paid in advance to DNB Liv.

The annual contribution for continued pensions saving may not exceed the amount, adjusted for the development in the National Insurance basic amount, which was paid into the pension account in the last year that the employee was a member of the pension scheme. Charges come in addition to the annual contribution (cf. Section 6-5 of the Defined-Contribution Occupational Pensions Act).

If the person in question is or becomes a member of another defined- contribution or defined-benefit occupational pension scheme, he or she may not continue the pension savings.

#### **6-4 Continuation insurance**

If the former member has chosen a continuation insurance, the premium shall be paid in advance to DNB Liv.

Continuation insurance policies are issued based on the same risk coverages as in the most recent insurance certificate.

The premium is calculated from the date on which the policy is converted into a continuation policy. The continuation policy enters into force when the first premium has been paid.

If an insurance event arises while DNB Liv's liability is in effect, but before the premium for the risk coverage has been paid, DNB Liv takes coverage in the pension benefits for the premium due.

The continuation policy may be issued with the right to adjust the types of risk coverage maintained in line with the change in the National Insurance basic amount during the period of premium payments. In these cases, it is required that the member, at the time that the insurance is written, submits a medical history statement using the form specified by DNB Liv, and that DNB Liv finds the statement and the state of health satisfactory. For subsequent increases in the risk coverage in line with the changes in the National Insurance basic amount (G adjustment), the provisions in Clause 4-3, subsection 6 do not apply. If the Insured is granted a disability pension, waiver of contribution or waiver of premium, the right to a G adjustment ceases at the same time. In this case, the G adjustment may take place only from the time at which the member has become 100% fit for work assessed in relation to a full-time position. However, this right to a future G adjustment ceases from the time at which the member has been granted a disability pension, waiver of contribution or waiver of premium for a consecutive period of two years.

#### **6-5 Determining the degree of disability for continuation insurance**

Clause 4-3, sub-sections 2 through 6 do not apply to continuation insurance.

DNB Liv will determine the degree of disability based on the reduction in the member's earning capacity, (cf. Section 8-3 of the Occupational Pensions Act).

The assessment of the degree to which the earning capacity has been reduced shall be based on a comparison of the potential income before the disability onset date and the potential income after the disability onset date. The assessment should focus on age, abilities, education, professional experience and work opportunities in his/ her home town or other places where the person in question can be reasonably expected to take a job.

If the assessment of the earning capacity shows a lower disability degree than is set out in the National Insurance Scheme, the lower disability degree shall be used as a basis for disability pension payments.

#### **6-6 Surrender**

The pension capital in pension capital certificates and continuation insurance policies cannot be surrendered, (cf. Section 6-1 (3) of the Defined-Contribution Occupational Pensions Act and Section 4-6(3) of the Defined-Benefit Occupational Pensions Act).

### **7 Other provisions**

#### **7-1 Steering committee**

If the enterprise includes 15 or more members, a steering committee for the pension scheme must be established. The steering committee shall issue statements on matters relating to the administration and practice of the pension scheme. The regulations shall be reviewed by the steering committee before they are adopted or amended (cf. Section 2-6 of the Defined-Contribution Occupational Pensions Act and Section 2-4 of the Defined-Benefit Occupational Pensions Act).

#### **7.2 Right of transfer**

The enterprise may decide to transfer the pension scheme to another pension institution. If the pension scheme is transferred to another pension institution, all information about the member must be updated in the pension scheme within a month before the deadline for terminating the contract, (cf. Section 11-5 of the Act on Insurance Activity). Changes during the last month prior to the transfer will be undertaken by the pension institution to which the pension scheme is transferred.

Payment for the period up to the deadline for terminating the contract must be made prior to this deadline. Unless otherwise agreed, a fee is calculated according to prevailing rules in connection with the transfer.

The holder of the pension capital certificate may decide to transfer the certificate to another pension institution. The termination deadline is one month. Reference is also made to Section 11-13 of the Act on Insurance Activity.

#### **7-3 Assignment, mortgage and beneficiaries**

As long as the member's claim against DNB Liv has not become payable, the member cannot assign his or her right (cf. Section 19-13 of the Insurance Contracts Act). The right to a pension scheme may not be mortgaged. The individual member may not designate a beneficiary for the insurance coverage that is related to the pension scheme.

#### **7-4 Interest**

Section 18-4 of the Insurance Contracts Act governs DNB Liv's duty to pay interest.

#### **7-5 Expiry of the limitation period for the right to pension payments**

Claims for disbursement under the pension agreement are statute barred by limitation in accordance with Section 18-6 of the Insurance Contracts Act.

#### **7-6 Handling of disputes**

In the event of a dispute between DNB Liv and the enterprise or the member, each of the parties may apply to the Financial Appeals

Board (Finansklagenemnda) for assistance to resolve the dispute (cf. Section 20-1 of the Insurance Contracts Act).

Norwegian law shall apply to the pension agreement to the extent that this does not conflict with the Act of 27 November 1992 relating to the choice of law in insurance contracts, or provided no other agreements have been reached.

#### **7-7 Right of recourse**

If DNB Liv incurs losses through an error or omission by the member or someone acting on the member's behalf, repayment of the financial loss may be claimed. The same applies to an excessive amount disbursed that the recipient knew or should have understood was incorrect.

#### **7-8 Currency**

All amounts that are based on the pension agreement are determined in Norwegian kroner (NOK) unless otherwise agreed.

#### **7-9 War risk**

The insurance policy does not cover injuries, the worsening of injuries, illness or death which directly or indirectly are a consequence of or relate to war or war-like actions, rebellions or similar serious disturbances (war risk) unless this is specifically agreed and specified in the insurance certificate.

DNB nevertheless covers war risk in countries outside Norway when the insured is located in an area where war or serious disturbances break out and does not him/herself take part in the acts of war or disturbances. This applies only when the area was deemed to be peaceful before departure and when the stay lasts for maximum one month. Information about the areas this applies to can be obtained by contacting the company.

DNB also covers war risk for personnel who represent humanitarian organisations in Norway or internationally and who participate in humanitarian operations. The same applies to Norwegian military personnel who participate in humanitarian or peacekeeping operations for the United Nations (UN).

#### **7-10 Nuclear reactions and radiation**

The insurance policy does not cover injuries, the worsening of injuries, illness or death which directly or indirectly are a consequence of or relate to atomic weapons, radiation, nuclear reactions, ionising radiation, nuclear fuel or radioactive waste, and radioactive, poisonous, explosive or other dangerous properties of nuclear explosives. Nevertheless, DNB Liv will cover injuries, the worsening of injuries, illness or death which are a direct consequence of a terrorist act where nuclear weapons have been used or other nuclear material has been distributed, provided that other terms and conditions have been met.

#### **7-11 Limitations on total payments in connection with catastrophies**

The total liability of DNB Liv and DNB Skadeforsikring for any personal injury, illness or death resulting from one and the same catastrophic event, including terrorist acts, which takes place within 168 hours, is limited to maximum NOK 700 million. If several catastrophic events occur during a calendar year, the total liability for all catastrophic events is limited to NOK 1.3 billion. If the total amounts are exceeded, the compensation to all those entitled thereto will be proportionally reduced.

#### **7-12 Force majeure**

DNB Liv is not liable for loss due to circumstances beyond DNB Liv's control, or that DNB Liv could not reasonably be expected to avoid or to overcome the consequences of, such as new legislation, the closure of stock exchanges, strikes, lock-outs, blockades, fires or power cuts.