

Policy Conditions valid from 1 January 2025  
Replaces Policy Conditions of 1 January 2023

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*This document is a translation of the Norwegian original. In the event of any discrepancies between the translation and the original, or doubt about the interpretation, please refer to the original.*



## 1

### Persons eligible for cover

The insurance covers all employees whom the Policy Holder is obliged to insure at the date the occupational injury/disease is established; see Act relating to workers' compensation insurance of 16 June 1989 No. 65 (lov om yrkesskade-forsikring available in Norwegian only).

The Insured is also covered by the insurance if he/she was previously employed by the Policy Holder and has not been in work since he/she left the Policy Holder's employment.

If so agreed and stated in the insurance certificate, the insurance also covers employers/self-employed persons with the limitations that follow from subsection 7.2 of the policy conditions.

## 2 Where the insurance applies

The Workers' Compensation cover is in force at work in the place of work and in working hours; see Act relating to workers' compensation insurance, section 10.

## 3 What may be covered by the insurance

The insurance cover comprises occupational injury or occupational disease that is established during the period of insurance.

### 3.1 Occupational injury/occupational disease – definition

Occupational injury and occupational disease are understood to mean bodily injury or disease which falls under sections 10 and 11 of the Act relating to workers' compensation insurance, i.e. injury or disease sustained by the Insured at work in the place of work and in working hours when this is:

- Injury or disease caused by an accident at work (occupational injury/disease).
- Injury or disease which pursuant to section 13-4 of the National Insurance Act of 28 February 1997 No. 19 is equated with an occupational injury.
- Other injury or disease where this is owing to the effect of hazardous substances or work processes.
- Overuse syndrome/repetitive strain injury that has developed over time in the musculoskeletal system is not regarded as occupational injury or occupational disease. The same applies to disorders that have developed over time as a result of mental strain or stress; see National Insurance Act, section 13-3.4

## 4 When the injury/disease is established

The date the injury/disease is established is understood to mean the first time the Insured either:

- died of the injury or disease without having sought medical assistance.
- first sought medical assistance for the injury/disease.
- first notified the Company of the claim arising from the injury or disease.

## 5 Insured event

The particular occupational injury/occupational disease that is established pursuant to section 4 is regarded as an insured event.

## 6 Cover under the Workers' Compensation insurance

### 6.1 Extra expenses incurred

Reasonable and necessary extra expenses incurred as a result of the occupational injury or occupational disease will be reimbursed individually up until final settlement of the claim; see Act relating to compensation in certain circumstances, section 3-1.

The Company will reimburse documented extra expenses incurred by the Insured because of the injury/disease.

## 6.2 Future extra expenses

Future extra expenses are compensated individually; see Act relating to compensation in certain circumstances, section 3-1.

The insurance covers future annual extra expenses as a result of the injury/disease. Compensation is paid as a lump sum and is determined as follows:

Age of claimant at settlement date	Compensation: annual extra expenses multiplied by:
Under 35 years	21
35 - 49 years	19
50 - 59 years	16
60 - 69 years	14
Over 70 years	8

Compensation is calculated based on the age of the Insured at the settlement date.

Future extra expenses are understood to mean expenses incurred during the period from the settlement date inclusive.

## 6.3 Loss of income

Actual loss of income is compensated up until the settlement date; see Act relating to compensation in certain circumstances, section 3-1.

## 6.4 Loss of future earnings

Basic compensation for total (100 %) disability is determined as follows:

Pensionable earnings (calculation basis) the year before the injury/disease was established	Basic compensation
Income up to 7 G	22 G
Over 7 G up to 8 G	24 G
Over 8 G up to 9 G	26 G
Over 9 G up to 10 G	28 G
Over 10 G	30 G

If the Insured's permanent disability is less than total, the compensation is reduced proportionately.

Future loss of earnings is calculated on the basis of pensionable earnings in the year before the injury or disease was established.

If the Insured's estimated pensionable earnings without the injury or disease in the year the injury or disease was established provide a higher basis for calculation, this shall be employed.

The same applies if in a subsequent income year the Insured attains pensionable earnings that provide a higher basis for calculation.

If there are special reasons to assume that the basis for calculation differs substantially from what would have been the Insured's general level of income without the injury or disease, the calculation basis shall be set at this level.

The calculation basis is set relative to the basic amount (G) fixed under the Norwegian national insurance scheme as of 1 January in the income year in which the income is earned.

### Age-related supplement/reduction

- If the Insured is 45 or 46 years of age, the compensation is the same as the basic compensation.
- For each year the Insured is over 46 years of age, a deduction is made amounting to 5 % of the basic compensation. The compensation shall nevertheless amount to at least 10 % of the basic compensation.
- If the Insured is between 35 and 44 years of age, compensation is increased for each year the Insured is younger than 45 years by 3.5 % of the basic compensation.
- If the Insured is 34 years of age or younger, compensation is increased for each year the Insured is younger than 35 years by 2.5 % of the basic compensation. In addition the compensation is increased by 35 % of the basic compensation.

The calculation of compensation is based on the basic amount (G) and the age of the Insured at the settlement date.

#### 6.4.1 Previous disability

If without the occupational injury or disease concerned the Insured was 50 % or more disabled, the Insured is entitled to call for compensation to be calculated as provided for in the Act relating to compensation in certain circumstances, section 3-1, if that would result in higher compensation than if calculated according to the rules here.

### 6.5 Compensation for permanent injury

Unless otherwise agreed and stated in the insurance certificate, compensation for permanent injury is paid where permanent disability by medical standards of 15 % or more is established.

#### Basic compensation

Unless otherwise agreed and stated in the insurance certificate, the basic compensation is determined as follows:

Medical disability	Basic compensation at sum insured of 4.5 G
15-24 %	0.75 G
25-34 %	1.0 G
35-44 %	1.5 G
45-54 %	2.0 G
55-64 %	2.5 G
65-74 %	3.0 G
75-84 %	3.75 G
85-100 %	4.5 G

The same proportionate compensation applies if other sums insured are agreed.

An injury that is substantially greater than an injury providing a basis for total disability gives rise to compensation of 5.5 G. This does not apply when a higher sum insured has been agreed and stated in the insurance certificate.

### Age-related supplement/reduction

- Unless otherwise agreed and stated in the insurance certificate, the following rules apply with respect to supplement/reduction for age:
- If the Insured is 45 or 46 years of age, the compensation is the same as the basic compensation.
- For each year the Insured is over 46 years of age, a deduction is made amounting to 2 % of the basic compensation. The compensation shall nevertheless amount to at least 50 % of the basic compensation.
- For each year the Insured is younger than 45 years of age, the compensation is increased by 2 % of the basic compensation.

The calculation of compensation is based on the basic amount (G) and the age of the Insured at the date the injury or disease is established.

#### 6.5.1 Compensation for permanent injury where medical disability is less than 15 %

If so agreed and stated in the insurance certificate that cover is provided for permanent injury of up to 15 %, compensation for permanent injury under occupational injury and/or disease is payable in the event of permanent disability by medical standards of between 1 % and 14.99 %. If the degree of disability is less than 15 %, a proportionate sum of the sum insured will be paid that is agreed and stated in the insurance certificate.

It shall be agreed and stated in the insurance certificate whether the sum insured will be calculated with or without age-related supplement/reduction; see the description in the subsection above.

### 6.6 Death benefit

#### 6.6.1 Death benefit payable to spouse or cohabitant

Unless otherwise agreed and stated in the insurance certificate, the basic death benefit is 15 G. The death benefit is paid to the Insured's spouse or cohabitant.

For each year the deceased was older than 46 years of age the benefit is reduced by 5 %. The benefit shall nevertheless amount to at least 20 % of the basic death benefit.

The same proportionate reduction applies if other sums insured are agreed.

The benefit will depend on the age of the deceased at the time of death.

#### 6.6.2 Death benefit payable to children under 20

The death benefit is calculated individually for each child the deceased provided for. The size of the death benefit depends on the age of the child at the loss of the provider and amounts to:

Age of child	Death benefit	Age of child	Death benefit
Under 1 years	6.5 G	10 years	3.5 G
1 years	6.0 G	11 years	3.0 G
2 years	6.0 G	12 years	2.5 G
3 years	5.5 G	13 years	2.5 G
4 years	5.0 G	14 years	2.0 G
5 years	5.0 G	15 years	2.0 G
6 years	4.5 G	16 years	1.5 G
7 years	4.0 G	17 years	1.5 G
8 years	4.0 G	18 years	1.0 G
9 years	3.5 G	19 years	1.0 G

Children's benefit is paid directly to the child or its guardian/office of the public guardian.

If the deceased was the sole provider for the child, the child will receive double the amount of death benefit.

#### Children

Children are understood to mean:

- The Insured's own (biological) children and adopted children under the age of 20.

### **6.6.3 Death benefit payable to others than spouse/cohabitant or children**

In the event of death owing to occupational injury or occupational disease, the death benefit will be paid to others than the Insured's spouse/cohabitant or children when these persons were wholly or partly provided for by the deceased.

Compensation for loss of a provider is calculated according to the general rules of law governing compensation. No account is taken of whether under the current laws the Policy Holder is liable for the injury or disease.

### **6.6.4 Expenses connected with the death**

Expenses connected with the death will be reimbursed by up to 0.5 G. This applies even if the deceased leaves no survivors who are entitled to claim compensation for loss of provider.

## **7 Limitations of the Company's liability**

### **7.1 Relationship to national insurance scheme and other public reimbursement schemes**

The Workers' Compensation insurance is subsidiary in relation to social security benefits paid under the Norwegian national insurance scheme and other public medical reimbursements.

If no application has been made for social security benefits under the national insurance scheme or similar, the Company will make a deduction from the compensation for the benefits the claimant would have been entitled to. This does not apply if the application for benefits would clearly not have succeeded. In case of doubt concerning the scope of benefits, the calculation will be based on the benefits that would probably have been paid.

### **7.2 Employer/self-employed**

If so agreed and stated in the insurance certificate that Workers' Compensation insurance has been established for the employer/self-employed, the following applies:

If the employer/self-employed person has not established voluntary workers' compensation insurance benefits under the national insurance scheme, when compensation is calculated a deduction will be made from the compensation for the benefits the person concerned would have been able to claim under the national insurance scheme.

### **7.3 Willful or gross contributory negligence**

If the claimant has contributed to the injury or disease with willful intent or through gross negligence, the compensation may be partly reduced or forfeited in its entirety; see the Act relating to workers' compensation insurance, section 14.

A reduction of the amount of the claim pursuant to the abovementioned provision will not imply any reduction in compensation to survivors.

The Act relating to compensation in certain circumstances, section 5-1, applies to the extent appropriate.

### **7.4 Fraudulent misrepresentation**

Any person acting fraudulently towards the Company forfeits all rights under the insurance contract. If the person concerned has several insurance contracts with the Company, he/she also forfeits the right to compensation/sum insured under these contracts in respect of the same event, and the Company may terminate with immediate effect all insurance contracts with the person concerned, see Insurance Contracts Act (FAL), section 13-3.

### **7.5 Failure to disclose information**

If the Policy Holder has failed in his duty to disclose inform-

ation, the right to compensation may be reduced or lapse entirely; see FAL, sections 13-2 to 13-4 and section 18-1.

## **8 Settlement of claims**

### **8.1 Payment of compensation**

For insurance cover according to the Act relating to workers' compensation insurance, the payment rules pursuant to the Regulations on standardized compensation apply under the Act relating to workers' compensation insurance of 21 December 1990 No. 1027.

As a result of this, the cover for loss of future earnings, compensation for permanent injury and death will be calculated on the basis of the value of the basic amount (G) under the Norwegian National Insurance scheme on the settlement date.

If the insurance has extended cover including compensation for permanent injury and/or death, the compensation will be based on the value of G on the date of the accidental loss or injury.

If a police investigation or investigation on the part of the local labor inspection authority has been opened in connection with an insured event, the Company is entitled to defer settlement until the investigation is concluded.

#### **8.1.1 Due date in connection with payment of compensation for loss of income and extra expenses**

Payment to cover loss of income and extra expenses shall be made as soon as the Company has had reasonable time to establish liability and calculate compensation. If it is clear at an earlier date that the Company is in any event liable to pay part of the amount claimed, a corresponding amount shall be paid in advance; see FAL, section 8-2.

### **8.2 Who the compensation is paid to**

The compensation is paid to the Insured; see however special rules which apply to payment of death benefit to spouse or cohabitant; cf. subsection 6.6.1 and cf. subsection 6.6.2 for children.

Written notification of the death of the Insured must be sent promptly to the Company. The following documents must always accompany the notification:

- Death certificate
- Certificate of probate/certificate of undivided possession of the estate by the surviving spouse

If death benefit under the insurance contract is to be paid to a surviving cohabitant, a certificate from the National Population Register must accompany the other documents. As soon as the death documentation papers have been approved by the Company, the sum insured will be paid out.

### **8.3 Interest**

The Company's obligation to pay interest on occupational injury/disease claims is governed by the provisions in the Regulations on standardized compensation pursuant to the act relating to workers' compensation insurance, section 13. The Company's obligation to pay interest otherwise is governed by FAL, section 18-4.

### **8.4 Medical treatment**

If it can be assumed that the condition would improve through surgery or other treatment, and the Insured without reasonable grounds refuses to undergo treatment, determination of the final degree of disability shall nevertheless take account of the possibility of improvement that it is believed would result from such treatment.

## **8.5 Coordination of compensation**

### **8.5.1 Agreed coordination**

If so agreed and stated in the insurance certificate, compensation paid under the Group Life insurance scheme shall be deducted from the settlement of death benefit under occupational injury or disease. This may apply for:

- Spouse/cohabitant
- Compensation to children
- Funeral expenses/expenses related to the death

### **8.5.2 Coordination with social security benefits**

When paying compensation for extra expenses incurred and when calculating compensation for future extra expenses, loss of income and compensation to others than spouse/cohabitant or children, deduction will be made on a krone for krone basis for the social security benefits under the Norwegian national insurance scheme to which the Insured is entitled as a result of the injury or disease. If the Insured was not a member of the national insurance scheme, deduction will be made from the compensation for the benefits the person concerned would have been entitled to.

### **8.5.3 Coordination with the Automobile Liability Act/law of damages**

Compensation which can be claimed under the Automobile Liability Act or other law of damages will be deducted on a krone for krone basis from the settlement of claim.

## **8.6 Period of limitation**

The Insured's claim against the Company becomes barred by statute of limitation after three years. The time limit for filing a claim starts to run from the end of the calendar year in which the entitled party acquired the necessary knowledge of the circumstances on which the claim is founded; see the Act of workers' compensation insurance, section 15.

### **Extended Coverages**

The provisions of the Insurance Contracts Act apply here. These are further described in General Insurance Terms, section 4.1.

## **8.7 Post-settlement**

If the degree of disability or disability by medical standards as a result of the injury or disease changes substantially, the Insured may claim post-settlement of the claim for compensation in respect of future disability, medical disability and future extra expenses. A claim for post-settlement must be presented within five years of settlement being concluded.

## **9 Other provisions governing Workers' Compensation insurance**

### **9.1 Relationship to the general policy conditions**

These conditions must be viewed in context with the general policy conditions, as they are also valid for the Workers' Compensation insurance. The policy conditions for Workers' Compensation insurance take precedence in the event of conflict with the general policy conditions.