

Policy Conditions valid from 1 January 2025
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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.

Blanketnummer 471



1. Persons eligible for cover

The insurance covers all employees who have not reached the agreed termination age. The termination age is specified in the insurance certificate.

The insurance covers all employees who are permanent employees of the Policy Holder, and who are members of the Norwegian national insurance scheme at the date of the insured event.

If so agreed and stated in the insurance contract and/or insurance certificate, the insurance may cover other specified groups or persons.

1.1 Medical requirements upon establishment of insurance

1.1.1 Medical requirements – entry into force

The offer of insurance must be accepted and/or the premium must be paid before the Group Life insurance comes into force.

Where the establishment of an insurance depends on the approval of medical information, the insurance will come into force under the first paragraph above on a temporary basis. Final admission to the scheme for individual members will be effected when the Company is in receipt of a medical history statement and, if required, a doctor's statement on a form provided for the purpose by the Company, as well as a fitness-for-work statement, and when the statements and health status of the member are deemed satisfactory.

The Policy Holder must give a written statement - a statement of fitness-for-work – that shows that all of the employees to be covered by the insurance are fully fit for work in the equivalent of a full-time position. The insurance will become active for all employees who are to be covered on the date of entry into force, given that they are fully fit for work in the equivalent of a full-time position. If an employee is not fully fit for work in the equivalent of a full-time position, the insurance will become active on the date on which the employee becomes fully fit for work and the Company has received a written statement to that effect from the Policy Holder.

A statement of fitness for work is required, regardless of how many employees are covered by the insurance.

If the Company does not deem the statement or the employee's health status to be satisfactory, admission to the scheme may be refused.

The insurance cover for co-insured spouse/cohabitant comes into force at the earliest at the same time as cover for the insured employee, or from the date when the insured employee subsequently marries, or the cohabitant relationship satisfies the requirements in the definition of cohabitation. The definition of cohabitation is given in the general policy conditions.

For a co-insured spouse/cohabitant no statement is required concerning fitness to work or medical status; see however the paragraph concerning cover for spouses in subsection 6.4.

If the sum insured exceeds 50 G, a doctor's statement is required in addition to the fitness-to-work statement and medical history statement. This applies irrespective of the number of insured in the scheme.

1.1.2 Medical requirements in schemes with fewer than 5 members

Upon establishment and upon subsequent admission of new members of the scheme, a medical history statement on a form provided for the purpose by the Company will also be required in addition to a fitness-to-work statement. If the Company does not deem the medical history statement or doctor's statement or the health status of the employee to be satisfactory, the employee cannot be admitted to the Group Life scheme.

The same rules will apply for employees subsequently admitted to the insurance scheme, even if the number of members during the insurance year is 5 or more.

1.1.3 Medical requirements in schemes with at least 5 members

Upon establishment of the scheme and upon subsequent admission of new members, the employer is required to furnish a fitness-to-work statement for employees certifying that they are fully fit for work in the equivalent of a full-time position.

The same rules will apply for employees subsequently admitted to the insurance scheme, even if the number of members during the insurance year is fewer than 5.

Where the sum insured exceeds 50 G, subsection 1.1.1 last paragraph applies.

2 Where the insurance applies

The insurance cover is in force throughout the world. See however subsections 7.2 and 7.3.

3 What may be covered by the insurance

The cover that has been agreed will be set out in the insurance certificate, and may include the following benefits:

- Death benefit for principal insured – lump-sum payment upon death of the Insured.
- Spouse's supplement – Lump-sum payment to be paid in the event of death of insured person where the insured at the time of death was registered as married/co-habitant and/or had children under the age of 21 that the insured acted as provider for.
- Family provider supplement – lump-sum payment upon the Insured's death if at the time of death the Insured had either
 - a spouse/cohabitant, or
 - a child/children under the age of 21 that he/she supports.
- Spouse's insurance – lump-sum payment upon death of the spouse/cohabitant.
- Children's benefit upon death of the Insured.

For a definition of spouse, co-habitant and provider please refer to subsections 1.2.6, 1.2.7 and 1.2.5 in the general policy conditions for Personnel Insurance.

3.1 Group Life insurance – Definition

Group Life insurance is a one-year death risk insurance policy established by an employer to provide cover for the benefit of an agreed group of employees and if applicable their spouses/cohabitants.

If the employer (proprietor) who works in his/her own company is included in the insurance scheme, he/she will be subject to these policy conditions in the same way as the other employees.

The group of employees comprised by the Group Life scheme must be defined according to general characteristics, and membership of the Group Life scheme is compulsory for all employees in a specified group, unless otherwise agreed and stated in the insurance scheme.

The smallest number of members eligible for cover under the Group Life scheme is two persons.

4 When death occurs

Death is regarded as having occurred when the Insured or the person who was insured under the scheme is declared dead.

5 Insured event

An insured event is when the death of the Insured occurs during the period of insurance.

6 Cover under the Group Life insurance

6.1 Death benefit for principal insured – lump-sum payment upon death of Insured

The sum insured is paid out upon the death of the insured employee which occurs during the period of insurance. The size of the sum insured is stipulated in the insurance contract, and appears on the insurance certificate.

6.2 Spouse's supplement – lump-sum payment upon death of the Insured

If the insurance includes spouse's supplement and where the Insured had a spouse/co-habitant at time of death a lump sum payment will be paid out. The size of the sum insured is stipulated in the insurance contract, and appears on the insurance certificate.

6.3 Family provider supplement – lump-sum payment upon death of Insured

If the Insured had family provider supplement cover and at the time of death had either

- a spouse cohabitant, or
- a child/children under the age of 21 that he/she supports.

a lump-sum payment will be made. The size of the sum insured is stipulated in the insurance contract, and appears on the insurance certificate.

The highest permissible sum insured for cover under subsections 6.1, 6.2 and 6.3 above is 80 G. This applies as otherwise agreed upon and specified in the insurance certificate.

6.4 Spouse's insurance – lump-sum payment upon death of spouse

If the Group Life scheme comprises life cover for spouses this insurance is compulsory for the generally determined group that shall have life cover for spouses. In that case the life cover shall comprise the spouses/cohabitants of both male and female insured.

The sum insured will be paid out upon the death during the insurance period of the Insured's spouse/cohabitants. If agreed and stated in the insurance certificate and insurance contract that the spouse's insurance includes scaling down for age, the entitled party's age at the time of death is used when calculating the compensation.

The size of the sum insured is stipulated in the insurance contract, and appears on the insurance certificate. Should the Insured and his/her spouse/cohabitant die in the same month, the sum insured under the spouse's life cover will be paid out even if the spouse/cohabitant dies last.

If the spouse/cohabitant dies within two years of becoming co-insured, or the sum insured for the spouse is increased, the Company's obligation to pay death benefit for the spouse will however be limited; see section 7.

The highest permissible sum insured for the life of a spouse is 20 G.

6.5 Children's benefit upon death of the Insured

Within the group that shall have children's benefit this applies to all insured members.

The highest permissible sum insured for children's benefit is 10 G for each child, unless otherwise agreed and stated in the insurance certificate.

Definition of children

Under this cover, children are understood to mean:

- The Insured's own (biological) children and adopted children under the age of 21.
- Children of the insured's spouse/cohabitant from a previous relationship who are under the age of 21 and registered in the national register as living at the same address as the insured. For this to apply, the definition of cohabitant in section 1.2.8 in the general policy terms and conditions must be met.

6.6 Children's benefit with fixed sum

Children's benefit is paid out upon the death during the insurance period of the insured employee for each of the Insured's children who are below the age limit fixed in the insurance contract. The same applies for children above the fixed age who are totally and permanently disabled, when the disability occurred before the child reached this age.

Children's benefit shall be fixed as one and the same amount for all children in the group. The size of the benefit is stipulated in the insurance contract, and appears on the insurance certificate.

6.7 Children's benefit with scaling down of sum

Children's benefit is paid out upon the death during the insurance period of the Insured. The benefit will be paid for each child according to the age of the child on the day the Insured died.

Age of child	Sum insured
Under 1 year	6.5 G
1 year	6.0 G
2 years	6.0 G
3 years	5.5 G
4 years	5.0 G
5 years	5.0 G
6 years	4.5 G
7 years	4.0 G
8 years	4.0 G
9 years	3.5 G
10 years	3.5 G
11 years	3.0 G
12 years	2.5 G
13 years	2.5 G
14 years	2.0 G
15 years	2.0 G
16 years	1.5 G
17 years	1.5 G
18 years	1.0 G
19 years	1.0 G
20 years	1.0 G
21 years and older	0.0 G

Double the amount of children's benefit is paid if both parents are dead. The children's benefit is the same amount for all children of the same age.

Unless another amount is agreed and stated in the insurance certificate, the compensation is calculated proportionately according to the same principle as employed in the above scaling down table.

7 Limitation of the Company's liability

7.1 Spouse

The Company is not liable if the employee's co-insured spouse/cohabitant dies within two years after admission to the insurance scheme, and the death is caused by disease, defect or injury which the co-insured had upon admission and of which it must be assumed he/she was aware. The same applies in the event of increase of the insurance for spouse/cohabitant.

7.2 Military service

The insurance does not cover military service in peacetime in the armed forces outside Norway, unless the claimant can show that the injury or disease was not caused by such service.

7.3 War risks

- Unless otherwise agreed the Company is not liable if, in the first two years after the insurance for the individual member last came into force, the Insured travels to or stays in regions outside Norway where there are acts of war (armed conflict or war-like political disturbances), and dies as a result of an act of war. The same applies in respect of extension of the insurance cover.
- If the death is caused by participation in war (armed conflict or war-like political disturbances) in which Norway is not involved, the Company is not liable irrespective of how long the insurance has been in force.
- Personnel representing humanitarian organizations in Norway and who participate in humanitarian operations are not considered to be participants in war (see however section 1). The same applies to Norwegian military personnel participating in humanitarian or peace-keeping operations in the service of The United Nations (UN).
- In the event of war or other crisis, the King can determine limitations in respect of the rights of the Insured under the insurance contract, pursuant to the Act on insurance activity, section 3-24.

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.

Reference is otherwise made to the current legislation.

7.5 Failure to disclose information

Upon entry into force of the insurance contract and upon extension of cover, the Policy Holder and the Insured have a duty to furnish correct and complete answers to questions put by the Company with regard to the health of the Insured. They shall also on their own initiative furnish information regarding any special circumstances which they must know are of importance for the Company's assessment of the health risk. It is the duty of the Policy Holder to furnish the Company with information regarding the number of employees who are entitled to be admitted to the group scheme. The same duty of disclosure also exists in connection with insurance settlements.

If the duty of disclosure is not fulfilled, the provisions of the Insurance Contracts Act (FAL), sections 13-2 to 13-4 and section 18-1 apply, in respect of limitation of the Company's liability.

If the Company becomes financially liable as a result of the Policy Holder's omission, the Company is entitled to claim compensation for its loss from the Policy Holder.

8 Settlement of claims

8.1 Due date for payment – general

An insurance claim falls due for payment when an insured event has occurred and a claim for compensation has been filed with the Company.

8.1.1 Conditions for payment of death benefit

The Company must receive prompt notification of the death of the Insured. The following documents must always accompany the notification:

- Death certificate
- Certificate of probate/certificate of undivided possession of the estate by the surviving spouse
- Documentary evidence and identification showing who is entitled to receive the sum insured
- 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.

8.2 Who the benefit is paid to

Unless otherwise agreed, the death benefit will be paid to the surviving spouse, cohabitant or next to heirs under the law or valid will. This implies a broadening of FAL, sections 15-1 and 19-11, in that a cohabitant has equal legal status as a spouse.

The right to group life insurance cannot be pledged as collateral. If so agreed and stated in the insurance certificate that the insurance also comprises children's benefit, the benefit under this cover shall be paid directly to the child or its guardian or office of the public guardian.

8.2.1 Basis for payment of death benefit

The amount of death benefit is calculated according to the basic amount (G) for calculating pensions under the Norwegian national insurance scheme.

Where the sum insured is set relative to the deceased's pay, the actual amount of pay at the date of death will be applied.

The term actual amount of pay refers to the base wage plus any permanent agreed upon supplementary income converted to annual wage the Insured may have had at the time of death. This does not include overtime pay, taxable benefits in kind and expense allowances or other variable or temporary increases of salary. This applies unless otherwise specified in the insurance agreement and/or the insurance certificate.

If agreed and stated in the insurance certificate and insurance contract that the selected covers include scaling down for age, the insured's age at the time of death is used when calculating the compensation. See, however, subsection 6.4 for further details on the spouse's insurance.

8.3 Interest

The Insured is entitled to interest on the claim under FAL, section 18-4.

Interest may not be claimed for lost time as a result of the claimant(s) failing to furnish the Company with the complete information necessary to decide the claim. The same applies if the claimant(s) reject full or partial settlement.

To the extent the insurance relationship is not regulated by FAL, section 18-4, the Act relating to Interest on Overdue Payments, etc. of 17 December 1976, No. 100 applies.

8.4 Right of recourse

If the Policy Holder fails to comply with his duty under the contract between the Policy Holder and the Company, and the Company is nevertheless obliged under the rules to pay out the sum insured, the Company may exercise its right of recourse against the Policy Holder according to the general rules under the law of damages.

8.5 Coordination of compensation

8.5.1 Agreed coordination

If so agreed and stated in the insurance certificate, compensation paid out under the Group Life scheme under Leisure Accident cover and Occupational Injury cover shall be deducted from the settlement of death benefit. This may apply for:

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

8.6 Period of limitation

The period of limitation for claims against the sum insured is 10 years; see FAL, section 18-6.

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. Claims are nevertheless barred by statute of limitation at the latest 20 years after the end of the calendar year in which the insured event occurred.

A claim that is notified to the Company before the limitation period has expired will become statute-barred no earlier than six months after the Insured or his/her survivors have received separate written notification that the Company will invoke the statute of limitations.

Otherwise the time limits laid down in the Act of 18 May 1979 No. 18 relating to the limitation of claims will apply.

9 Other provisions governing the Group Life 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 Group Life insurance. The policy conditions for Group Life insurance take precedence in the event of conflict with the general policy conditions.

9.2 Variation and extension of Group Life cover

The provisions mentioned under subsection 9.2 below are supplemented by the provisions in the general policy conditions, section 2.

9.2.1 Variation

The Policy Holder may agree with the Company that the Group Life insurance shall be varied at the renewal date.

9.2.2 Extension of cover

Group Life cover can be extended either by increasing the cover determined for individual members, by adding new insurance cover, or by admitting to the Group Life scheme other employees than those previously admitted.

It is a prerequisite in order for extended cover to come into force for the individual employee that he/she is fully fit for work in the equivalent of a full-time position at the date cover is extended. This is, however, not valid for a new, additional cover for spouses, or an extension/amendment of the same.

As long as the insured member is admitted into the main (basic) group life death cover, the additional spouse's cover will be untouched or changed according to amendments valid for the whole group the insured member belongs to.

For employees who are fully fit for work in the equivalent of a full-time position, the extended cover comes into force on the day notification is sent to the Company, unless agreed otherwise.

Extensions of cover are subject to the same conditions regarding fitness for work and health status as at the entry into force of the Group Life insurance, see subsection 1.1, nevertheless with the following exceptions:

- In the event of a pay rise as a result of a general pay adjustment, only a fitness-to-work statement is required.
- If an increase in the sum insured is owing to a change in the basic amount (G) under the national insurance scheme, no fitness-to-work statement or medical statement is required.

The same policy conditions and other provisions that applied prior to the extension of cover also apply after the extension. In association with any extension of Group Life cover the Company may nevertheless calculate the premium according to a different premium schedule, and apply other terms and conditions and other provisions than those which have applied previously.

9.3 Withdrawal

9.3.1 Time of withdrawal and period of risk

The Policy Holder is not entitled to withdraw the Insured from the Group Life scheme as long as the Insured belongs to the group or groups of employees comprised by the scheme, unless otherwise agreed and stated in the insurance certificate. If the Insured withdraws from the group because he/she leaves the Policy Holder's employment or for some other reason, it is the Policy Holder's duty to withdraw the Insured from the Group Life scheme.

For members who withdraw from the group, the insurance terminates 14 days after a written reminder is sent from the Policy Holder or the Company. If such notification is not sent, the insurance terminates two months after the Insured withdrew from the group; see FAL, section 19-6. Nevertheless this does not apply in the case of withdrawal from the scheme upon reaching the age limit in accordance with the insurance contract.

For a co-insured spouse/cohabitant the insurance terminates at the same time as it terminates for the insured employee. In the event of separation or divorce the insurance for a co-insured spouse terminates at the end of the month in which separation or divorce takes place. For a co-insured cohabitant the insurance terminates at the end of the month when the cohabitant no longer fulfils the requirements for cohabitation.

9.3.2 Limitation of payments during the period of risk

In an insured event where the Company is liable under the previous section, the Company is entitled to make a deduction from the amount of compensation to the extent that the member has meanwhile become covered by a corresponding scheme and from which compensation is payable.

9.3.3 Termination age

The insurance terminates automatically when an employee/member turns 70 years old unless otherwise noted in the insurance certificate. The insurance terminates irrespective of when employment is terminated. For the insured who continues to be employed after turning 70 years old, the insurance will be terminated no later than the end of the insurance year the member turned 70 or other pre-agreed termination age.

The insurance will be terminated for the co-insured spouse/cohabitant at the same time as agreed for the insured, nevertheless no later than at the age of 70.

9.3.4 Other rights

A Group Life policy has no surrender value or paid-up value.

9.4 Termination

9.4.1 Reasons for termination

The Group Life insurance scheme ceases if the Policy Holder ceases trading, cancels or terminates the insurance contract, or stops paying the premium. The insurance scheme will be automatically annulled at the end of the insurance year if it has fewer than two members.

9.4.2 Period of risk

If the Policy Holder or the Company terminates the insurance, or the Policy Holder omits to renew the insurance, or the Company's liability ceases because of the Policy Holder's failure to pay the premium, the members shall be notified that the insurance has terminated, either in writing or by other appropriate means. They shall also be notified of their entitlement to continue the insurance relationship. In such case, the insurance for individual members terminates one month after notification of termination has been given or the member has otherwise become aware of the situation. The provision in subsection 9.3.2 applies similarly.

9.5 The Insured's rights and duties upon and after withdrawal from the Group Life scheme

9.5.1 Right of continuation

When a Group Life insurance terminates, each member has the right if desired to continue the insurance by converting the policy into an individual life policy without submitting new medical information. A member who withdraws from the group covered by the insurance for a reason other than age has the same right.

The Insured has a duty to notify the Company if a co-insured spouse/cohabitant withdraws from the insurance relationship as a result of separation, divorce or termination of cohabitation. An individual life policy may not be established with a higher sum insured or have a longer insurance term than stipulated for the member concerned in the Group Life insurance scheme.

9.5.2 Time limit for right of continuation

If the Insured wishes to avail himself/herself of the right to continue the insurance relationship without having to furnish new medical information, he/she must exercise this right within six months after the Company's liability has ceased; see subsections 9.3 and 9.4.