Policy Conditions

Personnel Insurance - Other Sickness

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.

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1 Persons eligible for cover

Other Sickness insurance covers all employees under 67 years of age who are permanent employees of the Policy Holder, and who are members of the Norwegian national insurance scheme at the date the sickness occurred.

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

1.1 Medical requirements – entry into force

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

Where the establishment of the 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 and entry into force of the insurance 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 policyholder 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 policyholder.

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

1.2 Medical requirements in schemes with fewer than 5 members

When a group insurance scheme comprises fewer than 5 members upon establishment, 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 will not be admitted to the Other Sickness scheme.

The same applies for employees admitted to the scheme at a later date. Subsection 1.2 also applies similarly in these cases.

1.3 Medical requirements in schemes with at least 5 members

Upon entry into force of the insurance and upon subsequent admission of new members to the Other Sickness scheme comprising at least 5 members, a medical history statement is not required. However the employer is required to furnish a fitness-to-work statement for employees; see subsection 1.1.

If the enterprise has at least 5 employees and the employer wishes a specified group of employees with fewer than 5 members to have this insurance cover, a medical history statement will be required for this group of employees. A fitness-to-work statement will also be required.

1.4 Refusal or reservation on the Company's part

If the Company does not deem the health assessment (personal medical history statement) to be satisfactory, it may be rejected or the Company may reserve the right not to provide cover for certain types of injury/sickness/complaint/ defect/infirmity.

2 Where the insurance applies

The insurance cover is in force throughout the world.

3 What is covered by the insurance

The insurance covers sickness which occurs during the period of insurance. Sickness is defined as a deterioration in the state of health which is not a consequence of an occupational disease or accidental injury.

When determining whether the Insured is sick, the definition used is based on scientific generally recognized medical standards, cf. Section 12-6, second subsection, of the Norwegian National Insurance Act.

4 When the sickness occurs

In respect of the compensation item Loss of future earnings, the sickness or disease is regarded as occurring on the date of the first day of the period of sick leave owing to the sickness and which results in an insured event and claim.

5 Insured event

5.1 Compensation for permanent injury

The insured event is considered to have occurred at the date the Insured has been at least 50 % disabled by medical standards for a consecutive period of 2 years and the disability by medical standards is deemed to be permanent.

If a degree of permanent medical disability of at least 50 per cent has been established during the insurance period, the Insured is entitled to payment when the insured event occurs as mentioned in the first paragraph, regardless of whether the member is still covered by the insurance scheme.

Any worsening of permanent medical disability after the Insured has been withdrawn from the insurance programme is not covered.

5.2 Loss of future earnings

An insurance event is regarded as having occurred on the date the Insured's capacity to work has been reduced by a minimum of 40 percent and the Insured has been unable to work for a consecutive period of two years as a result of the sickness, and the incapacity for work is deemed to be at least 40 per cent and permanent.

The consecutive period runs from the date of the first day of the sick leave period that leads up to an insurance event. If there is a break of more than two months in the period of sick leave, it is not considered consecutive.

The capacity to work is not considered to be permanently impaired if the Insured has been granted a work capacity assessment allowance in accordance with chapter 11 in the Norwegian National Insurance Act.

6 Cover under Other Sickness insurance

The agreed cover to which the Insured is entitled under the Other Sickness insurance is set out on the insurance certificate. The compensation provided may be compensation for permanent injury and loss of future earnings; see subsections 6.1 and 6.2.

6.1 Compensation for permanent injury

When the insured event is considered to have occurred, compensation for permanent injury will be paid in the event of permanent disability by medical standards of 50 % or more, unless otherwise agreed upon and stated in the insurance certificate.

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
50 - 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 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) under the Norwegian national insurance scheme and the age of the Insured at the date the insured event occurred.

6.2 Loss of future earnings

When the insured event is considered to have occurred, compensation will be paid in the event of permanent disability of 40 % or more, unless otherwise agreed upon and stated in the insurance certificate.

Unless otherwise agreed, basic compensation for total (100 %) disability is determined as follows:

Pensionable earnings (calculation basis) the year before the sickness occurred	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 (100 %), the compensation will be reduced proportionately.

Loss of future earnings is calculated on the basis of pensionable earnings in the year before the sickness occurred.

If the Insured's estimated pensionable earnings without the sickness, in the year the sickness occurred, 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 sickness, the calculation basis shall be set at this level.

The calculation basis is set relative to the basic amount (G) 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.
- For each year the Insured is between 35 and 44 years of age, the compensation is increased by 3.5 % of the basic compensation for each year he/she is younger than 45 years of age.
- If the Insured is 34 years of age or younger, the compensation is increased by 2.5 % of the basic compensation for each year he/she is younger than 35 years of age. 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 due date for payment of the compensation.

7 Limitations of the Company's liability

7.1 When the Company does not require a personal medical history statement

When in accordance with the Company's rules the Insured is not required to furnish a personal medical history statement upon admission to the group insurance scheme, the following applies:

- The Company is not liable in respect of disability which occurs two years after the inception of the Company's liability and which is owing to injury, sickness, defect or infirmity which the member had at that time and of which it must be assumed that he/she was aware. Where the sum insured has been increased to an amount beyond the limit for this contract, the same rule applies. The two-year cut-off date is counted from the date of increase of the sum insured.

7.2 When the Company requires a personal medical history statement

When in accordance with the Company's rules the Insured is required to provide a personal medical history statement upon admission to the group insurance scheme, the following rules apply:

Compensation under Other Sickness cover will not be paid in the event of:

1. Sickness, defect or injury for which the Company has excluded cover.
2. Any claim resulting from sickness, defect or injury which has been established or the signs or symptoms of which have manifested themselves within three months of the insurance entering into force.
3. The same applies to subsequent admission to the scheme, automatic admission to the scheme and increase of the sum insured.

7.3 Exclusions

The sicknesses/defects/injuries/complaints excluded by the Company when assessing the health of applicants for admission to the group insurance scheme constitute a limitation of the Insured's right to compensation.

7.4 Willful or gross contributory negligence

If the Insured has contributed to the sickness with willful intent or through gross negligence, the compensation may be partly redu ced or forfeited in its entirety; see Insurance Contracts Act (FAL), sections 13-8 and 13-9.

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

7.5 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 FAL, section 13-3.

7.6 Failure to disclose information

If the Policy Holder has failed in his duty to disclose information, 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 – due date for payment

Compensation is due for payment when an insured event has occurred, and the company has received the claim with the necessary documentation and has had reasonable time to assess the various liabilities and calculate its final liability.

If either party believes that the degree of incapacity for work/medical disability may change, the final determination of this may be postponed. The determination of the degree of incapacity for work/medical disability may be postponed for up to one year after the insurance event has occurred.

8.2 Calculation rule for complex reasons for injury or occupational disability

When it has been clarified that the Insured's injury or occupational disability is not solely due to the sickness or disease covered by the insurance, but also to an injury or occupational disability resulting from an earlier incident or occurrence of sickness, only the aggravated injury or occupational disability caused by sickness covered by this insurance shall from the basis for calculating the compensation.

8.3 Who the compensation is paid to

The compensation is paid to the Insured.

8.4 Interest

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

Interest may not be claimed for lost time as a result of the failure of the Insured, or other person entitled to provide information or documents, to furnish the Company with the information necessary to decide the claim. The same applies if the claimant(s) unlawfully 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.

8.5 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.

8.6 Coordination of compensation

8.6.1 Coordination with Automobile Liability Act/laws of damages

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

8.7 Period of limitation

The Insured's claim against the sum insured under Other Sickness insurance becomes barred by statute of limitation after 10 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. The claim is nevertheless statute-barred at the latest 20 years after the end of the calendar year in which the insured event occurred.

To the extent that limitation of claims is not regulated by the Insurance Contracts Act (FAL), the Act of 18 May 1979 No. 18 relating to the limitation of claims will apply.

8.8 Rules governing compensation in the event of death as a result of other sickness

If the Insured dies as a result of a sickness other than occupational disease before an insured event has occurred, no compensation for permanent injury or compensation for loss of future earnings will be paid.

8.9 New insured event upon change in medical disability and degree of disability in the event of other sickness

8.9.1 Compensation for permanent injury

Where there is a permanent increase in the degree of disability by medical standards, after the compensation for permanent injury has been paid, the Insured is entitled to claim supplementary compensation. Post-settlement of this nature is conditional upon the Insured still being an employee of the Policy Holder and the insurance remaining in force with the Company.

A new insured event occurs at the date the increase in degree of medical disability is established as permanent.

The compensation falls due for payment when the new insured event has occurred and a claim for compensation has been filed with the Company.

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

8.9.2 Loss of future earnings

If the Insured's degree of permanent disability is deemed higher than that which formed the basis for the original settlement, he/ she is entitled to claim supplementary compensation. Post-settlement of this nature is conditional upon the Insured still being an employee of the Policy Holder and the insurance remaining in force with the Company.

The sickness is regarded as occurring on the first day of the new period of sick leave that results in increased permanent disability.

An increase in the degree of permanent disability results in a new insured event.

The compensation is due for payment when the insurance event has occurred, and the company has received the necessary documentation and has had reasonable time to assess the various liabilities and calculate its final claim.

When calculating the compensation, the pensionable income of the Insured in a 100 per cent position in the year before the increased incapacity for work occurred is used, as well as G (the National Insurance basic amount) and the age of the Insured on the due date.

8.10 Terms and conditions for the settlement of claims
When filing a claim for compensation under the Other Sickness insurance, the terms and conditions in force on the Insured's first day of the last uninterrupted sick leave period that resulted in the insured event, shall apply.

If the insurance includes cover for compensation for permanent injury and there is no period of sick leave, the terms and conditions that applied at the time the Insured first reported a claim due to the sickness under this insurance will be applied.

9 Other provisions governing Other Sickness cover

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 Other Sickness insurance. The policy conditions for Other Sickness insurance take precedence in the event of conflict with the general policy conditions.

9.2 Right of continuation
The Insured has the right if desired to continue the insurance by converting the policy for Other Sickness (sickness other than occupational disease) into an individual policy without submitting a new medical history statement. In that case the Insured must notify the Company in writing within six months after the Company's liability ceased.

This right does not apply in cases where the insurance is transferred to another insurance company with the sum insured and/or cover unchanged. If upon transfer or renewal the sum insured and/or cover is less than the insurance had originally, the right of continuation only comprises the reduction in the sum insured and the cover.

The converted individual policy can have up to the same sum insured as originally agreed and the same termination age. The insurance will nevertheless terminate no later than the day the Insured reaches 67 years of age. Any options in the original contract will be continued. The insurance premium will be calculated annually based on an individual tariff depending on the age and gender of the individual.

9.3 Withdrawal/Discontinuance
The insurance will be discontinued when an employee turns 67, unless otherwise stated in the insurance certificate. The insurance will be discontinued regardless when employment is terminated.

For employees still employed after turning 67, the insurance will be discontinued at the latest at the end of the insurance year in which the employee turned 67 unless another termination age is specifically agreed upon.

Employees who have been paid compensation according to a graduated scale, see section 1, shall not be withdrawn from the scheme as long as they continue to fulfil the conditions for membership.

When a member of an Other Sickness scheme, which keeps a list of members, withdraws from the group covered by the insurance, the insurance terminates 14 days after a written reminder is sent from the Policy Holder or the Company. In a group scheme which does not keep a list of members, or where the reminder mentioned in the previous sentence is not sent, the insurance terminates two months after the member's withdrawal from the group.

In an insured event where the Company is liable under the first or second sentence, 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.

If the Policy Holder or the Company terminates or 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. In such case, the insurance for individual members terminates one month after notification has been given or the member has otherwise become aware of the situation.