

Occupational injury insurance and Safety insurance Policy Conditions effective as of 1 January 2025.  
Replaces the Policy Conditions of 1 January 2024.

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## 1 Introduction

These terms and conditions, together with the insurance certificate, provide a description of the scope of the coverage and the insurance sums.

## 2 Purpose

The purpose of the Safety insurance is to provide compensation to employees who are affected by an occupational injury, leisure-time injury or occupational disease.

## 3 Scope of the Safety insurance

The Safety insurance covers occupational injuries, leisure-time injuries and occupational diseases that are identified during the period that the Safety insurance is in effect for the employee concerned.

A disease/occupational disease is considered to be identified at the time the disease was diagnosed by a doctor, even if the correct diagnosis was made at a later date or the disease was only later approved as an occupational disease.

The Safety insurance also covers occupational diseases that are identified after the employment has been terminated, but which must be considered to be caused by work performed for the employer.

The Safety insurance also covers permanent loss of a medical certificate due to accidental injury or illness, if this is agreed and stated in the insurance certificate.

## 4 Definitions of occupational injury, leisure-time injury and occupational disease

Under the Safety insurance, an occupational injury is to be understood as a bodily injury or illness which must be considered to be caused by an accident at work that is covered by Chapter 13 of the National Insurance Act. An occupational disease is a disease that under the rules set out in section 13-4 of the National Insurance Act is considered to be equivalent to an occupational injury. However, hearing loss of less than 50 decibels is not covered. The injured party's susceptibility to an occupational disease should not be taken into consideration, unless this susceptibility is highly likely to have caused the disease.

The term leisure-time injury refers to a permanent medical disability or death as a result of any accident occurring during holidays and leisure time. An accident means a sudden external event that is beyond the control of the insured.

The Safety insurance applies worldwide and provides full compensation, even if the injured party has contributed to the injury, intentionally or through negligence.

## 5 What compensation is to be awarded for

When an occupational injury, leisure-time injury or occupational disease has been identified, the Safety insurance covers:

- a) Loss of income and expenses the injury or occupational disease have caused the injured party up until the time the Safety insurance settlement is made. However, compensation is not given for losses and expenses below NOK 300. In addition to the compensation, the Safety insurance will pay interest on the losses accrued until the settlement has taken place.  
The interest is calculated on the basis of the interest rate applicable at any given time as stated in the Act relating to Insurance Contracts.

Expenses and loss of income caused by the injury or occupational disease to the employee means expenses or loss of income that exceed all eligible benefits from Norwegian National Insurance. If the employee is not a member of Norwegian National Insurance, a deduction will be made in a compensation settlement for the social security benefits to which the person concerned would be entitled as a compulsory member of Norwegian National Insurance.

- b) Additional expenses that must be expected as a result of the injury or occupational disease. The compensation is set at 15 times the estimated annual additional expenses if the injured party is under 56 years old at the time of the settlement, 12 times the annual amount if the injured party is between 56 and 59 years old, 10 times the annual amount if the injured party is between 60 and 69 years old, and 8 times the annual amount if the injured party is 70 years old or more. By future additional expenses the injury or occupational disease has caused the employee, we mean expenses that exceed all eligible benefits from the Norwegian National Insurance. If the employee is not a member of the Norwegian National Insurance, a deduction will be made in a compensation settlement for the social security benefits to which the person concerned would be entitled as a compulsory member of the national insurance.
- c) Permanent injury if the injury or occupational disease has resulted in a permanent medical disability. Compensation for permanent injury is calculated on the basis of the National Insurance basic amount at the time of settlement, referred to below as 'G', in the following manner:

0 – 14 % medical disability	0.33 G
15 – 24 %	0.5 G
25 – 34 %	1 G
35 – 44 %	2 G
45 – 54 %	3 G
55 – 64 %	4 G
65 – 74 %	5 G
75 – 84 %	6 G
Over 84 %	7 G

If the injured party was 55 years old or older at the time the injury or occupational disease was identified, the compensation is reduced by 2.5 per cent for each year above the age of 55.

However, this provision should not lead to a reduction in compensation of more than 50 per cent.

In addition to the compensation, the Safety insurance covers interest from the time the injury or occupational disease was identified until the settlement takes place, at the interest rate applicable at any given time under the Act relating to Insurance Contracts.

- d) Loss of future earnings. If the injured party has 100 per cent incapacity for work, the compensation amount is initially set at 22 G. The compensation is calculated based on the National Insurance basic amount (G) at the time of settlement.

If the injured party's gross income as registered in the National Insurance Scheme in the year the injury or occupational disease is identified exceeds 7 G, the compensation is increased as follows:

Gross income up to	Average for the two years
8 G	24 G
9 G	26 G
10 G	27 G
11 G	28 G
12 G	29 G
Over 12 G	30 G

When calculating the average, the lowest annual income should not be set below 7 G.

If the injured person's permanent incapacity for work is lower than 100 per cent, the compensation is reduced accordingly.

Furthermore, the compensation is reduced by 5 per cent per year for each year the injured party at the time of settlement was above the age of 55.  
The right to compensation ceases to apply at the age of 67.

However, if it must be assumed that the injured party will suffer loss of future earnings despite having reached the age of 67 at the time of settlement, this loss will be compensated.

- e) Loss of provider for a spouse. The following are considered to be equivalent to a spouse:
- a person who has lived with the employee in a relationship akin to marriage, if the National Population Register or a similar register in other countries shows that he or she has had the same residence as the employee for the past two years, or it is otherwise proven that the relationship has lasted without interruption for the past two years.
  - a person who has the same residence as the employee and with whom the employee has one or more common children.

This compensation ceases to apply in the event of divorce, statutory separation or other actual permanent separation.

If compensation is not to be paid under the previous provisions, the insurance sum goes to any children of the deceased who are under 21 years of age.

The compensation amount is set at 14 G. If the parent at the time of death was 56 years old or more, the compensation is reduced as specified under point d), up to the age of 67. If the insured dies after the age of 67, the compensation amount is 1 G.

In addition to the compensation, interest is paid as specified under point c).

- f) Loss of provider for surviving children. Compensation is calculated separately for each child. The compensation amount depends on the child's age at the time of the provider's death. An overview is provided here:

The child's age (in years)	Compensation	The child's age (in years)	Compensation
20	0.5 G	11	2.2 G
19	0.8 G	10	2.3 G
18	1.0 G	9	2.4 G
17	1.4 G	8	2.5 G
16	1.7 G	7	2.6 G
15	1.8 G	6	2.7 G
14	1.9 G	5	2.8 G
13	2.0 G	4	2.9 G
12	2.1 G	3 or younger	3.0 G

In addition to compensation, interest is paid as specified under point c).

- g) Funeral expenses: 0.5 G.

- h) Non-members of the Norwegian National Insurance Scheme are entitled to the same benefits from the Safety insurance as they would have received from the Safety insurance if they were members of the National Insurance Scheme.

## 6 Loss of licence insurance (loss of medical certificate)

If agreed and stated in the insurance certificate, the Safety insurance also includes the following:

### a) 1. This point applies only to workers on ships (Seamen)

The insurance covers permanent loss of a medical certificate due to a compensable injury or illness that means that the employee can no longer serve on board a vessel. This applies even if the injured party is able to find other work on land. A minimum of four years of pensionable service is required in order to be covered by the scheme. After more than four years of pensionable service, the compensation amounts to 6 G.

The compensation after more than 8 years of pensionable service totals 8 G. If the claimant, at the time when the insurance event occurs, is over the age of 52 compensation is granted pursuant to the following scale:

Age (in years) up to and including:	Percentage
52	100
53	90
54	85
55	80
56	75
57	65
58	50
59	20
60	0

This provision covers individual employees who have a valid medical certificate, according to prevailing regulations, on the date when the insurance policy becomes effective. The insurance becomes effective on the date the employee becomes covered by the agreement that includes the Safety insurance.

The insurance event is deemed to occur on the day a permanent declaration of medical unfitness is issued.

If another plan for reducing the compensation or another termination age has been agreed, this will be stated in the insurance certificate.

If the insurance event occurs during a continuous period of sick leave that is still running after the employer has terminated the insured's employment, the insured will be covered by the Safety insurance at the time the permanent declaration of medical unfitness is issued, as long as the reason for issuing a declaration of medical unfitness is consistent with the cause of the sick leave, and the person concerned was covered by the Safety insurance on the first day of the relevant sick leave period. A further condition is that the insurance event must occur no later than 1 (one) year after termination of the employment.

#### **a) 2. This point only applies to offshore personnel**

In the event of permanent loss of medical certificate due to compensable injury or illness, which means that the insured can no longer serve on board an offshore installation, the Loss of licence insurance compensation amounts to 10 G unless another insurance sum has been agreed and appears from the insurance certificate. This applies even if the injured party is able to find other work on land.

If the claimant, at the time when the insurance event occurs was more than 57 years old, the compensation will be reduced by 5 per cent per year for each year the claimant was over 57 years, albeit in such a way that the right to compensation will lapse at the current pensionable age (62 years). If another plan for reducing the compensation and/or another termination age has been agreed, this will be stated in the insurance certificate.

This provision covers individual employees who, on the date when the insurance policy becomes effective, have a valid medical certificate in accordance with the applicable regulations. The insurance policy becomes effective on the date the employee becomes covered by the agreement that includes the Safety insurance.

The insurance event is deemed to occur on the day a permanent declaration of medical unfitness is issued.

If the insurance event occurs during a continuous period of sick leave that is still running after the employer has terminated the insured's employment, the policyholder will be covered by the Safety insurance at the time the permanent declaration of medical unfitness is issued, as long as the reason for issuing a declaration of medical unfitness is consistent with the cause of the sick leave, and the person concerned was covered by the Safety insurance on the first day of the relevant sick leave period. A further condition is that the insurance event must occur no later than 1 (one) year after termination of the employment.

#### **b) Limitations**

The insurance company is not liable for loss of medical certificate in connection with:

- Fear of staying on or travelling to vessels or movable or permanent installations, or consequences of the abuse of alcohol or other intoxicating substances, or the abuse of prescription medication. Pregnancy and childbirth are not regarded as illnesses.
- An accidental injury the insured sustains during the execution of a crime or attempted crime, or under the influence of narcotic substances or alcohol – unless it can be proven that there is no causal link between the insured's intoxicated condition and the accidental injury.
- Illness or accidental injury caused intentionally or through gross negligence.
- Illness or accidental injury occurring in connection with boxing, wrestling, judo or karate, or hang-gliding, parachuting, hot-air balloon flights, scuba diving or speed races with motor vehicles.
- Death (whatever the cause)

#### **c) Payment of compensation**

If nothing else has been agreed and appears from the insurance certificate, the following applies:

- If the insured is entitled to compensation for the same injury or illness under the occupational injury insurance or leisure accident insurance, the compensation under the licence insurance is reduced by the corresponding amount. Paid disability pension and compensation to survivors in the event of the insured's death do not, however, result in a deduction from the compensation under the licence insurance. If compensation under the licence insurance is paid out first, it will be considered as a one account payment that will be deducted from the final claims settlement under the employer-financed insurance policies
- Compensation is calculated based on the insured's age and the National Insurance basic amount (G) at the time the insurance event occurs.
- Compensation for loss of medical certificate will only be paid out once.

### **7 Settlement of claims**

#### **Notification of injury/illness:**

The insurance company must be notified immediately of any injury or illness that may result in an insurance payment.

The person submitting the claim against the insurance company must give the insurance company the information and documents that are available to him/her, and that the insurance company needs in order to evaluate the claim.

In the event of injury, the claims form must be completed and signed by the injured party, the injured party's next of kin and the employer, with confirmation that the injured party was employed by the employer on the day of the injury.

In the event of the insured's death, the claims form must be sent to the insurance company together with

- the death certificate stating the cause of death
- necessary documentation showing who is entitled to the compensation
- Age certificate(s) for any children

At the request of the insurance company, access must be given to inspect sources describing the insured's current and previous state of health.

Before a permanent degree of disability is determined, the insured and the insurance company must agree on the specialist to be used for determining this. Normally, a specialist statement should not be made by a doctor who is already treating the insured. This should be done by an independent specialist in the relevant subject area.

If the insured and the insurance company do not agree on the choice of doctor, a specialist in the field who is employed at a Norwegian public hospital is to be chosen.

Anyone who, in connection with a compensation settlement, gives incorrect or incomplete information that he or she knows or must realise could result in a compensation payment he or she is not entitled to, forfeits any compensation claims against the insurance company under this and other insurance agreements relating to the same event.

#### **Death:**

If the occupational injury, accidental injury or occupational disease has resulted in death within a period of one year, death compensation will be paid, in line with the sum stated in the terms and conditions. Any compensation that may have been paid in advance for the same injury or occupational disease will be deducted. If the insured dies for any other

reason within one year of the occurrence of the occupational injury, accident or occupational disease, no compensation is paid.

If the insured dies later than one year after the occupational injury, accident injury or occupational disease occurred, no death compensation is paid, but compensation for loss of income up to the time of death is paid, see point 4 a), as well as compensation for loss of future earnings, see point 4 d).

#### **Life-long medical disability:**

If the occupational injury, accidental injury or occupational disease has led to a medical disability that is assumed to be life-long, disability compensation will be paid within three years. If any of the parties believe the degree of medical disability may change, it is possible to request that the final settlement is deferred, though for no longer than three years after the accidental injury occurred. In a case of this kind, the compensation must be determined according to the degree of medical disability that can be assumed to be final.

For full permanent medical disability, the entire sum insured is paid out, whereas for partial permanent medical disability, a correspondingly smaller portion of the sum insured is paid out, see point 4 c).

#### **Payment:**

Compensation will be paid following the submission of any identification documents that the insurer may require.

As far as foreign workers on ships and workers at sea are concerned, payment of the amount, discharging all obligations, may be made through the consulate of the country concerned. The insurance agreement is entered into out on the basis of Norwegian statutory provisions. The compensation is only payable once the insured has declared in writing that Norwegian law is to apply in the event of any dispute with the member (the worker's employer) or its insurance agents overcompensation. A lawsuit resulting from such a dispute may only be filed in Norway. If a declaration is not made, compensation is paid to the member.

### **8 Recourse**

If the injured party can demand that a third party pays compensation for the injury, the insurance company will assume the role as injured party on payment of compensation from the third party.

The injured party and the employer are obliged to provide the insurance company with all the information that is available to them and that is of significance to the implementation of the right to recourse under the Safety insurance.

### **9 Relationship with the occupational injury insurance act (available in Norwegian only, effective from 1 January 1990)**

If the Safety insurance applies to the insured at the time an injury is identified, (see point 3, second paragraph above) and the insured is also entitled to compensation under the occupational injury insurance act of 16 June 1989 No. 65, the insured may, in the event of an occupational injury, choose whether he or she will claim compensation calculated under the terms and conditions of the Safety insurance or under the occupational injury insurance act.

### **10 General provisions**

The Safety insurance covers death, permanent medical disability and injuries directly or indirectly caused by war, invasion, hostile acts, attacks by foreign powers (whether war has been declared or not), civil war, revolution, rebellion, revolt, military or other irregular takeover, turmoil (riots), strikes, lockouts, labour conflicts or other serious disruptions of public order,

provided that the insured is not directly involved or participating on the side of one of the conflicting parties.

As regards mobile drilling installations and construction vessels, the Safety insurance does not cover loss or damage, or increased loss or damage directly or indirectly caused by, or related to, war or warlike actions, whether or not war has been declared.

#### **Interest on the compensation amount**

The insured is entitled to interest in accordance with the rules set out in Section 18-4 of the Act relating to Insurance Contracts of 16 June 1989, No. 69, if these rules are not deviated from in the terms and conditions.

#### **Consequences of fraud**

Anyone found guilty of defrauding or attempting to defraud the insurance company will lose all entitlements under this insurance policy. If the insured has several insurance contracts with the insurance company, he or she also loses the right to compensation under these contracts for the same event, and the insurance company may terminate any insurance agreement with the insured after giving one week's notice.

#### **Disputes**

Any disputes regarding this insurance contract must be settled in accordance Norwegian law and by Norwegian courts.

#### **Relationship to the Act relating to Insurance Contracts**

The Act relating to Insurance Contracts of 16 June 1989 No. 69 applies to the Safety insurance to the extent that the law has not been deviated from in the aforementioned terms and conditions.

### **11 Claims board**

Where, in a specific case, a dispute arises as to the interpretation of these terms and conditions or the compensation amount, the injured party may demand that a four-member claims board is established.

For vessels registered in the Norwegian International Ship Register (NIS) and the Norwegian Ordinary Ship Register (NOR), the composition of the claims board must be as follows:

- One member from the insurance company
- One member from the employee organisation involved
- One member from the Norwegian Shipowners' Association (NR)
- One neutral person approved by both parties

The neutral person is the chairman of the board and has a double vote in the event of a tie vote.

Moreover, the following applies:

Two members are appointed by the insurance company. Furthermore, one member is appointed from the employee organisation involved and one member is appointed from NR. If the members of the board fail to reach an agreement, they must elect a neutral arbitrator to propose a resolution of the dispute.

### **12 Mandate of the claims board**

The claims board must settle any disputes concerning the interpretation of these terms and conditions or the compensation amount.

Similarly, at the request of the injured party or the organisation (NR), the claims board may re-open a previously closed case if, after the settlement, there is an unforeseen and significant deterioration in the injured person's health or permanent ability to earn a living, due to the injury or occupational disease.

If the injured party has demanded that the case is considered by the claims board, the case may not be tried before the courts until the consideration by the claims board has been completed.