

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.



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 accident.

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

2. Where the insurance applies

The insurance cover is in force throughout the world.

The insurance does not apply in the case of residence outside the Nordic countries for an unbroken period of more than 12 months.

Unless otherwise agreed upon and stated in the insurance certificate, the insurance applies in the case of residence abroad of duration of more than 12 months for persons employed by the Norwegian Foreign Service, persons employed by a Norwegian company or organisation with activities abroad, or au pairs or students.

3. What the insurance covers

The insurance cover comprises accidental bodily injury that occurs during the period of insurance.

3.1 Definition of accidental injury

Accidental injury means a bodily injury caused by a sudden and unforeseen external, physical event (accident) that occurs during the insurance period.

3.2 Accidental injury which may be covered by the insurance

- Permanent (life-long) medical disability as a result of accidental injury, including costs of medical treatment.
- Death as a result of accidental injury.

The insurance contract and insurance certificate state what is covered by the insurance and which insurance sums apply.

4. When injury occurs

An accidental injury is regarded as occurring on the date of the accident.

5. Cover under the Group Accident Insurance

The agreed upon cover to which the Insured is entitled under the Group Accident Insurance and the agreed sums insured are set out in the certificate of insurance.

5.1 Medical disability

Where accidental injury results in total (100%) medical disability, the total agreed insured amount is payable, while a proportionately smaller sum is payable for partial disability.

The Insured is entitled to receive compensation for permanent medical disability no earlier than one year after the date of the accident.

If the degree of disability has not stabilised within one year of the date of the accident, the Company may consider deferring final settlement for up to three years from the date of the accident.

The compensation will then be based on an assessment of the permanent disability three years after the date of the accident.

If compensation for medical disability has been agreed upon in the contract and the Insured dies within one year of the date of the accident, compensation will not be paid for medical disability.

5.1.1 Special provisions governing medical disability

The degree of medical disability is determined on the basis of the disability tables of 21 April 1997, Parts II and III drawn up by the Norwegian Ministry of Labour – but not the other regulations. The assessment of medical disability is tabular. If the extent of the injury cannot be estimated on a tabular basis, it will be based on comparisons provided in the tables.

The following rules also apply:

- When accidental injury results in the loss of sight in one eye when there was previously no sight in the other eye, 100 % compensation will be paid.
- If sight is partially impaired by the accidental injury, the degree of disability will be determined based on status after use of the best optical aids.
- When accidental injury results in the loss of hearing in one ear when there was previously no hearing in the other ear, 65% compensation will be paid.
- If hearing is partially impaired by the accidental injury, the degree of disability will be determined based on status after use of the best technical aids.

The total permanent medical disability caused by one or more injuries can never exceed 100 per cent. If an insurance event causes several injuries to the same person, the medical disability rate is determined on the basis of an overall assessment (called the reduction method).

Deduction in compensation similar to that mentioned above will be made in the case of loss of or injury to body organs or body parts that were already totally or partly non-functional prior to the injury.

Dental injury does not give entitlement to compensation.

Injury that causes scarring but which does not impair functional capability does not give entitlement to compensation.

The Insured and the Company may call for a renewed determination of the degree of disability when one year has passed since the last determination, as long as this takes place no later than three years after the date of the accident.

5.1.2 Medical treatment

If the Insured refuses without reasonable grounds to undergo surgery or other medical treatment, determination of the final degree of disability shall take account of the possibility of improvement that is believed would result from such treatment.

5.1.3 Franchise

If specially agreed upon and stated in the insurance certificate, compensation will not be paid for medical disability below an agreed percentage.

5.2 Death

If the accidental injury results in death no later than one year after the date of the accident, death benefit is payable where this forms part of the contract.

If the contract includes cover for medical disability and if part payments of compensation have been made from this, the amounts will be deducted from the death benefit on a krone by krone basis. If the Insured dies more than one year after the date of the accident, any compensation due is payable on the basis of probable permanent medical disability.

5.2.1 Rules for payment of death benefit

If the Insured dies as a result of the accidental injury before the date for payment of compensation for medical disability, death benefit will be paid. Any prepaid compensation is deductible from the death benefit on a krone by krone basis.

If the Insured dies before the date for payment of compensation for medical disability, and from a cause other than the accidental injury, no death benefit shall be paid. The Company will not claim reimbursement of any compensation already paid under these items.

If the Insured dies (irrespective of cause) after the date for payment of compensation for medical disability, death benefit will not be paid, but compensation for medical disability will be paid.

5.3 Treatment expenses

An excess of NOK 500 applies for the cost of medical treatment for each insurance event. In order for treatment expenses to be reimbursed, the Insured must be a member of the Norwegian national insurance scheme.

Actual treatment expenses will be reimbursed for up to three years after the date of the accident.

Treatment expenses will be reimbursed irrespective of whether or not the accidental injury is expected to result in permanent medical disability.

Treatment expenses are reimbursable for up to NOK 50,000 for each insurance event.

5.3.1 Treatment expenses covered by the Insurance

The Insurance covers the following treatment expenses:

- Treatment by a registered medical practitioner in receipt of public subsidy.
- Treatment by a dentist.
- Hospital treatment.
- Alternative therapy, when prescribed by a registered medical practitioner.
- Chiropractic treatment and treatment at a physical training centre or similar, when prescribed by a registered medical practitioner.
- Medicines, dressings or prostheses prescribed by a registered medical practitioner or dentist.
- Travel expenses related to points 1-5 above.
- To claim expenses, the Insured is required to submit original receipts.

The Insured is entitled to have reimbursed that portion of treatment expenses that exceeds what the Insured is able to claim elsewhere.

5.3.2 Treatment expenses not covered by the Insurance

- Accommodation in convalescent home, hotel or the like.
- Accommodation/treatment in private polyclinic or hospital or the like.

6. Limitations of the Company's liability

6.1 The Insurance does not cover:

- Mental injury alone, such as shock, unless accompanied by bodily injury.
 - Mental injury is only covered if at the same time a physical injury arises leading to lifelong disability by medical standards for which the Company is liable.
- Injuries and illnesses caused by fainting, other illness or morbid condition, for example injuries in connection with an epileptic seizure, loss of consciousness, stroke, etc.

- Certain diseases or morbid states even if an accidental injury can be shown to be the cause.
The following musculoskeletal diseases or diagnoses of conditions affecting the entire locomotive system (arms, legs, neck, back and pelvis) are not covered: fibromyalgia /myalgia, tendinitis, tendinosis, periostitis, carpal tunnel syndrome, tennis elbow, frozen shoulder, prolapsed intervertebral disc, lumbago, spinal nerve root affection with pain radiating to arms or legs (sciatica), spondylolysis/spondylolisthesis, rheumatic diseases, arthritis, osteochondrosis, spondylosis and fracture as a result of pathological process or osteoporosis
 - Cardiovascular disease
 - Neurosis
- Injury/disease due to infection caused by bacteria, virus or other source of infection, such as insect sting or bite, all forms of hepatitis and diseases caused by HIV infection.
- Injury caused by poisoning from food, drink or stimulants.
- Injury caused by intake of hypnotics, analgesics or narcotic substances.
- Injury caused by medical complications arising from all forms of medical examination, investigation and/or treatment carried out by both authorised and unauthorised medical personnel.
 - The Insurance nevertheless covers accidental injury caused when the Insured is being treated for a compensatory accidental injury under this group accident insurance.
- Injury owing to effects of light or temperature.
 - The Insurance nevertheless covers such accidental injury when the cause is an emergency situation in which the Insured is - involuntarily involved.
- Dental damage as a result of eating.
- Injury that is willfully caused.
 - The Insurance nevertheless covers such injury if the Insured, because of his/her age or mental state, was not capable of understanding the consequences of his/her actions.
- Suicide or attempted suicide.
 - The Insurance nevertheless covers suicide if the claimant can show on the balance of probabilities that the suicide attempt was owing to acute mental confusion arising from an external cause, and not a mental illness. The onus of proof is on the claimant to show that the suicide or attempted suicide was because the Insured, because of his/her age and mental status, was not capable of understanding the consequences of his/her actions.

Accidental injury arising from participation of the Insured in a fight or criminal act.

6.2 Rules for calculating compensation in case of complex cause of medical disability or death

When it can be assumed that a morbid state or predisposition, or earlier permanent injury, together with the accidental injury, has contributed to the Insured's disability or death, the compensation will be reduced to the extent that the morbid state/-predisposition or the earlier permanent injury has been of significance for the Insured's disability or death.

6.3 Leisure activities/ sports

Unless otherwise agreed upon, the Insurance does not cover accidental injury sustained during participation in:

- Boxing, wrestling, judo and karate or other combat and self-defence sports
- Performance of professional sports

The performance of sports is considered professional if the Insured is paid an Income or receives sponsorship payments of 0.5 G or more per year (G=the National Insurance scheme basic amount).

- Sports diving
This means recreational activity or competitive sports under water using self-contained breathing apparatus.
- Parachute jumping, base jumping, hang gliding, paragliding, ballooning or flying with microlight or ultralight aircraft or the like.
- Expeditions and expedition-like journeys.
This means travel or journeys to inaccessible areas, without public communication links, with poor infrastructure and often with a greater need for special equipment for the purpose in question.

6.4 Military service

The insurance does not cover participation in military forces on assignment outside Norway, unless the claimant can establish that the injury was not due to such service. Nor does the Insurance cover accidental injury occurring independently of the execution of military service, but which is caused by act of war, act of terrorism, civil disturbance or the like.

6.5 War risks

The Insurance does not cover accidental injury, deterioration of injury or death, caused directly or indirectly by, or in connection with, warlike actions (whether war has been declared or not), rebellion or similar serious disturbance of public order, if this is not agreed upon and stated in the insurance certificate.

6.6 Special provisions governing travel

The Insurance does not cover accidental injury, or deterioration of injury or death, which occurs during war or serious unrest in areas whether there is war/unrest when the Insured travels into the area/country, if this is not agreed upon and stated in the insurance certificate. Information about such areas is available from the Company.

On travel abroad the Insurance nevertheless covers war risks when the Insured is already in an area upon the outbreak of war or serious disturbances. The Insurance cover applies for up to six weeks from that date.

6.7 Nuclear reactions

The Insurance does not cover accidental injury caused directly or indirectly by, or in connection with, nuclear reactions.

6.8 Earthquake/ volcanic eruption

The Insurance does not cover accidental injury due to earthquake or volcanic eruption in Norway.

6.9 Aviation

The Insurance does not cover aviation risks other than flying and transportation by aircraft and helicopter. The Insurance does not cover accidental injury sustained by a military jet fighter pilot while flying.

In the event of accidental injury sustained during flying, the aggregate compensation for one person may not exceed

- NOK 5,000,000 upon death
- NOK 5,000,000 upon disability/incapacity for work
- NOK 250,000 in medical treatment expenses/extra expenses.

These limitations apply for the sum total of all insurances taken out with the Company. The compensation shall be apportioned among the different insurances in relation to their insurance amounts.

6.10 Acts of terrorism

An act of terrorism is understood to be an unlawful and harmful act aimed at the public. This includes acts of violence and the spreading of hazardous biological or chemical substances, where the intention of the act is to bring influence to bear on religious, political or ideological bodies or to create fear.

The Insurance does not cover accidental injury arising during an act of terrorism.

7. Special provisions for children covered by the Group Accident Insurance

If specially agreed upon, the Insurance also covers children.

The Insurance for children remains in force until the first renewal date of the Insurance after the child's 20th birthday.

Children mean:

- The insured's own (biological) children and adopted children.
- Children of the insured's spouse/cohabitant from a previous relationship who are registered in the national register as living at the same address as the insured. For this to apply, the definition of cohabitant in section 1.2.7 in the general policy terms and conditions must be met.

For children between the ages of 16 and 20, the other policy conditions of the Insurance apply in full.

For children who have not yet reached age 16, the policy conditions apply with the following amendments:

- The Insurance covers scuba diving
- The Insurance covers accidental injury owing to:
 - Poisoning
 - Effects of light or temperature
 - The date for establishment of permanent medical disability is set at five years and not three years.
 - With respect to treatment expenses, the Insurance is increased to include the costs of first permanent dental treatment (crowns, bridges and the like), even if the final treatment is given after the third anniversary of the accident. In order to claim this kind of treatment expense, the permanent dental treatment must be given by the end of the year in which the Insured reaches 22 years of age.

Children are not covered for accidental injury resulting in death. In the event of the death of a child following accidental injury, compensation will nevertheless be paid equal to 1 G (where G is the basic amount under the Norwegian national insurance scheme) under the rules in section 5.2.

The Insurance does not cover injury that occurs during birth.

8. Special provisions for nursery school children and children in sports clubs, school bands, recreation/after-school clubs, etc.

If specially agreed upon, the Insurance covers:

- Children who, while under the supervision of the activity, take part in tuition, excursions or travel, during breaks and while going directly to/from school or nursery school.
- For children in boarding schools, the Insurance applies for the entire period they reside at the boarding school.
- Sports clubs and similar, during sports, organised training or direct travel to or from sports or training. The Insurance also applies if the accidental injury occurs during training which is part of a planned training programme, documented by the trainer.

9. Statutory Group Accident Insurance for students, cf. Regulations to the Education Act and Regulations to the Act relating to Private Schools

If specially agreed upon, the following conditions apply:

- **Persons eligible for cover**
The group accident insurance covers students, apprentices and student teachers, with the exception of students undergoing training specially organised for adults.
- **Where the Insurance applies**
The group accident insurance covers accidental injury which occurs:
 - at the educational institution during the hours of education
 - on the way between the home and the educational institution
 - during practical vocational on-the-job training which is part of the education, and on the way between the home and the workplace
 - during transport, school trips, sports days, school camps or stays at outdoor pursuits centres and the like for which the school is responsible
 - during “Operasjon dagsverk” (annual youth action day for the benefit of projects in developing countries) and other similar activities, and on the way between the home and the place where the activity occurs.

Any other place where the Insured is staying has equal status with the home.

- **Students in boarding schools**
In the case of students in boarding schools, the Insurance applies 24 hours a day for the entire period the student is staying at the school, but not during holidays and similar when the students are not under the school's supervision. The Insurance nevertheless covers travel between the home and school in connection with such absence.
- **Compensation for medical disability or death**
The sum insured for 100 % permanent medical disability is 5 G (where G is the basic amount under the Norwegian national insurance scheme). Where there is a lower degree of disability, a proportionately higher share of the sum insured will be paid.

If desired, a higher insurance sum may be agreed upon, which must be stated in the insurance certificate.

The sum insured upon death is 1 G.

- **Treatment expenses**
In the event that the accidental injury gives rise, during the course of the first two years following the accident, to treatment expenses for the injury, the following expenses will be reimbursed:
 - treatment by registered medical practitioner or dentist

In the event of dental injury, the Insurance will nevertheless always cover the costs of first permanent dental treatment (bridges, crowns and the like) even if the treatment is given more than two years after the accident, if the treatment takes place no later than ten years after the end of the year when the injury occurred.

- medical treatment recommended by a doctor or dentist carried out by a practitioner who is entitled to full reimbursement under the national insurance scheme
- travel to and from the home for necessary treatment by the least costly method of transport although having regard to the student's condition.

The Insurance does not cover extra expenses incurred by private treatment, board, convalescent physical training or rehabilitation.

The aggregate compensation for treatment expenses is upwardly limited to 0.25 G. Treatment expenses are subject to an excess of 0.015 G.

- **Social security benefits**

From the compensation will be deducted on a krone for krone basis all social security benefits payable under the national insurance scheme to which the Insured is entitled as a result of the accidental injury.

- **Limitations of the Company's liability**
The Insurance does not cover accidental injury caused by:
 - poisoning from food, drink or stimulants
 - infection or insect sting or bite, such as malaria, typhus or borrelia (Lyme disease)
 - infection acquired through bacteria, virus or other source of infection, such as E-coli, salmonella or similar
 - mental injury, such as shock, depression, anxiety and the like, unless accompanied by bodily injury resulting in permanent medical disability.

10. Settlement of claims

10.1 Payment of compensation – generally concerning the date for payment

Compensation falls due for payment when an insurance event has occurred and a claim for compensation has been notified to the Company.

10.2 Who the compensation is paid to in the event of medical disability

Unless otherwise agreed upon, the compensation is paid to the Insured.

In the case of children, the compensation is paid directly to the child or its parent, guardian or the public guardian's office.

10.3 Who the death benefit is paid to in the event of death

Unless otherwise agreed upon, the death benefit is paid to the Insured's spouse, cohabitant or next to heirs under the law or a will. This represents an extension of the Insurance Contracts Act (FAL), sections 15-1 and 19-11 whereby a cohabitant has the same legal status as a spouse.

10.4 Settlement rules in the case of G-regulated sum insured

If the sum insured is in an agreed upon ratio to G (the basic amount under the national insurance scheme), the following conditions apply:

- Upon each adjustment of G, the sums insured will be automatically adjusted on the insurance renewal date following the adjustment.
- Upon settlement of the claim, compensation will be calculated according to the sum insured for which premium was paid.

11. Withdrawal / Termination:

The Insurance terminates on the employee's 70th birthday, unless otherwise agreed upon and stated in the insurance certificate. The Insurance terminates notwithstanding when the employment relationship ends.

In the case of employees whose employment relationship continues past the Insured's 70th birthday, the Insurance nevertheless terminates no later than the end of the insurance year in which the Insured reaches age 70 or other agreed upon age of termination.

12. Relationship to the General Policy Conditions for Employer's Liability Insurance

The General Policy Conditions also apply to the Group Accident Insurance. The Policy Conditions for Group Accident Insurance take precedence in the event of conflict with the General Policy Conditions.