

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.

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

2 Where the insurance applies

The insurance cover is in force throughout the world. See however section 7 regarding limitations.

3 What may be covered by the insurance

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

3.1 Accidental injury

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

Leisure accidental injury is understood to mean an accidental injury that is not approved as an occupational injury.

4 When loss or injury occurs

4.1 Compensation for permanent injury

A holiday accidental injury is regarded as occurring on the date of the loss or injury.

4.2 Loss of future earnings

A holiday accidental injury is regarded as occurring on the date of the first day of the period of sick leave owing to the accidental loss or injury and which results in an insured event; see the definition in subsections 5.1 – 5.3.

5 Insured event

5.1 Compensation for permanent injury

An insured event is regarded as occurring on the date of the accidental loss or injury.

5.2 Loss of future earnings

An insured event is considered to have occurred at the date the Insured becomes unable to work as a result of the accidental injury and the work incapacity or disability is deemed to be permanent.

5.3 Death

An insured event is regarded as occurring if the Insured dies as a result of an accident giving rise to a claim for death benefit.

6 Cover under the Leisure Accident insurance

The agreed cover to which the Insured is entitled under the Leisure Accident insurance is set out on the insurance certificate.

6.1 Loss of future earnings

If this cover is chosen, the Insured will be able to claim the following compensation under this section.

6.1.1 Extra expenses incurred

Reasonable and necessary extra expenses incurred as a result

of the accidental injury will be reimbursed individually up until final settlement of the claim; see Act relating to compensation in certain circumstances, section 3-1, with the following limitations:

The Company will reimburse documented extra expenses incurred by the Insured because of the accidental injury. Extra expenses which are less than 2 % of the basic amount (G) under the Norwegian national insurance scheme at the date of the injury will not be reimbursed. Reimbursement of extra expenses is maximized to NOK 50,000.

6.1.2 Future extra expenses

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

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

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

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

Total compensation for future extra expenses is maximized to 3 G at the settlement date.

Future one-off expenses and future expenses for treatment of dental injury are compensated as provided for in the Act relating to compensation in certain circumstances, section 3-1.

6.1.3 Loss of income

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

The following limitation applies:

- For employees of the Policy Holder, only loss of income deriving from employment in the service of the Policy Holder is compensated.
- Where the insurance is taken out by a self-employed person, he/she will be compensated for loss of income from self-employment and not loss of employment income. The compensation is limited to 0.15 G at the date of the injury per month.
- If the agreed termination age is higher than 67, employees who have turned 67 years of age will only be given compensation for the sick leave period which entails the right to sickness benefits from the Norwegian Labor and Welfare Administration.

6.1.4 Loss of future income

Unless otherwise agreed and stated in the insurance certificate, basic compensation for total (100 %) disability is determined as follows:

Pensionable earnings (calculation basis) the year before the accident	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.

The same proportionate compensation applies if other sums insured are agreed and stated in the insurance certificate.

Future loss of income is calculated on the basis of pensionable earnings in the year before the injury occurred.

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

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

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

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

Age-related supplement/reduction

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

The calculation of compensation is based on the basic amount (G) and the age of the Insured at the due date for payment of compensation; see subsection 8.1.3.

6.2 Compensation for permanent injury

If agreed and stated in the insurance certificate, compensation will be paid for permanent injury under the Holiday Accident insurance.

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

Basic compensation

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

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

The same proportionate compensation applies if other sums insured are agreed and stated in the insurance certificate.

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

Age-related supplement/reduction

Unless otherwise agreed and stated in the insurance certificate, the following rules apply with respect to supplement/reduction for age:

- If the Insured is 45 or 46 years of age, the compensation is the same as the basic compensation.
- For each year the Insured is over 46 years of age, a deduction is made amounting to 2 % of the basic compensation. The compensation shall nevertheless amount to at least 50 % of the basic compensation.
- For each year the Insured is younger than 45 years of age, the compensation is increased by 2 % of the basic compensation.

The calculation of compensation is based on the basic amount (G) and the age of the Insured at the date of the injury. Treatment costs are not included as additional cover under this policy unless otherwise agreed upon and stated in the insurance agreement.

6.2.1 Permanent injury 1 – 14 %

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

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

6.3 Death benefit

Death benefit cover is provided if agreed and stated in the insurance certificate.

6.3.1 Death benefit payable to spouse or cohabitant

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

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

The same proportionate reduction applies if other sums insured are agreed. The calculation of death benefit is based on the age of the deceased at death and the basic amount (G) at the settlement date.

6.3.2 Death benefit payable to children under 20

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

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

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

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

Children

Children are understood to mean:

- The Insured's own (biological) children and adopted children under the age of 20.
- Children of the insured's spouse/cohabitant from a previous relationship who are under the age of 20 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 1.2.7 in the general policy terms and conditions must be met.

6.3.3 Funeral expenses and other expenses in connection with the death

Expenses connected with the death will be reimbursed by up to 0.5 G. This applies even if the deceased leaves no survivors who are entitled to claim compensation for loss of provider. The basis for calculation is the basic amount (G) at the settlement date.

6.4 Direct travel to and from place of work/assignment

If so agreed and stated in the insurance certificate, the insurance covers accidental loss or injury which occurs during work-related travel directly from the Insured's home in Norway to the first place of work/assignment in Norway, and directly from the last place of work/assignment to the Insured's home in Norway.

By direct travel between the Insured's home and place of work, what is meant is the travel route that is regularly used to and from the Insured's home and place of work, and that is not covered by the statutory Workers' Compensation insurance cover provided under the Norwegian Act relating to workers' compensation insurance. Any departures from this travel route are not counted as travel to and from work, and no compensation is given for accidents that occur while not following the usual route. If the Insured makes short detours from the usual travel route (lasting a maximum of one hour), the insurance will take effect again once the Insured returns to the normal route.

The cover is equivalent to the statutory workers' compensation insurance cover provided under the Act relating to workers' compensation insurance. Please refer to the policy conditions for Occupational Injury/Occupational Disease. Compensation is paid for extra expenses incurred, future extra expenses, loss of income, future loss of income and compensation for permanent injury. In the event of death, death benefit is paid in addition to the deceased's spouse/cohabitant and children's benefit and funeral expenses are also paid.

7 Limitations of the Company's liability

7.1 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, 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
- Accidental injury/disease owing 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.
- Accidental injury caused by poisoning from food, drink or stimulants.
- Accidental injury caused by intake of hypnotics, analgesics or narcotics.
- Accidental injury caused by medical complications arising from all forms of medical examination, investigation and/or treatment carried out by both authorized and unauthorized medical personnel.
 - The insurance nevertheless covers accidental injury arising when the Insured is treated for a compensatory accidental injury under this accident insurance.
- Accidental injury owing to the effects of light or temperature.
 - The insurance does however cover such accidental injury when the cause is an emergency situation in which the Insured is involuntarily involved.
- Dental accidental injury caused by eating is not covered.
- Injury that is willfully caused.
 - The insurance does however cover such injury if the Insured, because of his/her age or mental state, was not capable of understanding the consequences of his/her actions. Consequence in this context means the immediate consequences of these actions, viz. the bodily injury.
- Suicide or attempted suicide.
 - The insurance nevertheless covers suicide if the Insured can show on the balance of probabilities that the suicide attempt was owing to acute mental confusion arising from an external cause, and not due to 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 or mental state, was not capable of understanding the consequence of his/her actions. For the meaning of consequences, see the previous paragraph.

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

7.2 Rules for calculating compensation in case of complex cause of permanent injury, disability or death

When it can be assumed that a morbid state/predisposition or previous 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 previous permanent injury have been of significance for the Insured's disability or death.

7.3 Leisure activities/sports

The insurance does not cover accidental loss or injury sustained during participation in:

- Boxing, wrestling, judo and karate or other combat and self-defense 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 and 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.

7.4 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 arising independently of the execution of military service, and permanent injury caused by act of war, act of terrorism, civil disturbance or the like.

7.5 War risks

The insurance does not cover accidental loss or injury, increase in loss or 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 and stated in the insurance certificate.

7.6 Special provisions governing travel

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

On holiday 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.

7.7 Nuclear reactions

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

7.8 Earthquake/volcanic eruption

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

7.9 Aviation

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

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

- NOK 5,000,000 upon death
- NOK 5,000,000 upon disability
- 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 divided among the different insurances in relation to their insurance number.

7.10 Relationship to national insurance scheme and other public reimbursement schemes

The Holiday Accident insurance is subsidiary in relation to social security benefits paid under the Norwegian national insurance scheme and other public medical reimbursement schemes.

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

7.11 Willful or gross contributory negligence

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

7.12 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.

7.13 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, general

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

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

Payment to cover loss of income and extra expenses shall be made as soon as the Company has had reasonable time to establish liability and calculate compensation. If it is clear at an earlier date that the Company is in any event liable to pay part of the amount claimed, a corresponding amount shall be paid in advance; see FAL, section 18-2.

8.1.2 Due date especially in connection with compensation for permanent injury

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

If it is believed that the degree of disability may change, final settlement may be deferred for up to three years from the date of the accidental loss or injury. The settlement shall then be based on what must be assumed to be the lifelong medical disability based on the condition on the date three years after the accident.

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).

8.1.3 Due date especially in connection with loss of future earnings

Compensation for loss of future earnings falls due for payment when an insured event has occurred and a claim for compensation has been filed with the Company.

If either party believes that the degree of disability may change, a deferral of final determination of degree of disability may be requested. The determination of the degree of disability may be deferred for up to one year after the insured event occurred.

8.2 Who the compensation is paid to

The compensation is paid to the Insured; see however special rules which apply to payment of death benefit to spouse or cohabitant; cf. subsection 6.3.1 and for children under 20 years of age, cf. subsection 6.3.2.

8.2.1 Documentation required following the death

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

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

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

8.3 Interest

The 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.

8.4 Medical treatment

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

8.5 Coordination of compensation

8.5.1 Agreed coordination

If so agreed and stated in the insurance certificate, compensation paid out under the Group Life scheme under Leisure Accident 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

8.5.2 Coordination with social security benefits

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

8.5.3 Coordination with the Automobile Liability Act/law of damages

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

8.5.4 Coordination of compensation, direct travel between home and workplace

If the Insured has established cover under the Leisure Accident insurance for one or more of the cover options set out in subsections 6.1 to 6.3 of the policy conditions, these will be coordinated with the cover for travel between the home and the workplace (subsection 6.4), if this has been chosen in addition.

The cover option(s) that provide the most compensation in total in respect of subsections 6.1–6.3, assessed together with the total compensation under subsection 6.4, will pay out.

8.6 Period of limitation

The Insured's claim against the Company becomes barred by statute of limitation after three years. The time limit for filing a claim starts to run from the end of the calendar year in which the entitled party acquired the necessary knowledge of the circumstances on which the claim is founded; see FAL, section 18-6.

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.

The Insured forfeits the right to compensation if the claim has not been notified to the Company within one year after the Insured acquired knowledge of the circumstances on which the claim is founded; see FAL, section 18-5.

8.7 Rules governing payment of death benefit

If the Insured dies as a result of an accidental injury before the due date for payment of compensation for permanent injury and/or the due date for payment of compensation for loss of future earnings, death benefit will be paid. Any compensation for permanent injury and/or compensation for loss of future earnings that may have been paid will be deducted on a krone for krone basis from the death benefit.

If the Insured dies of causes other than those for which death benefit cover is agreed under these policy conditions and before the due date for payment of compensation for loss of future earnings, no compensation will 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 due date for payment of compensation for permanent injury and/or due date for payment of compensation for loss of future earnings, death benefit will not be paid, but compensation for permanent injury and/or compensation for loss of future earnings will be paid.

9 Definition/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.

10 Other provisions governing the Leisure Accident insurance

10.1 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 Leisure Accident insurance. The policy conditions for Leisure Accident insurance take precedence in the event of conflict with the general policy conditions.