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Terms and Conditions for Group Accident Insurance

Insurance terms and conditions
Valid from 01.12.2025

1. Introductory provision

The insurance agreement consists of

- the insurance certificate
- the insurance terms and conditions
- the general terms and conditions
- the Norwegian Insurance Contracts Act of 16 June 1989
- the Norwegian Occupational Injury Insurance Act of 16 June 1989 with regulations
- the Norwegian Compensation Act of 13 June 1969
- other legislation

The text of the insurance certificate takes precedence over the insurance terms and conditions. The insurance certificate and insurance terms and conditions take precedence over statutory provisions that may be deviated from.

2. Definitions

The policyholder is the person who enters into the insurance agreement with the company.

The beneficiary is the person who is entitled to compensation.

The insured is the person whose life or health the insurance relates to.

The company is the insurance company specified in the insurance certificate.

3. Who is covered by the insurance

The insurance applies to the person(s) named in the insurance certificate. When the insured reaches the age of 70, coverage for that individual will terminate at the end of the current contract period. Anyone who still wishes to maintain insurance coverage can apply to the company for new insurance under special rules until the age of 75.

When a spouse/cohabitant is co-insured, the insurance for that person ceases at the time when a judgment is handed down or a separation or divorce is granted, even if the decision is not legally binding or final – unless otherwise specifically agreed. For cohabitants, the insurance ceases at the time the cohabitant has reported a change of address.

If children are co-insured, the insurance ceases at the end of the contract period after they turn 20, upon earlier marriage or when they move away from home.

4. Where the insurance applies

The insurance is valid worldwide, but not for continuous stays outside the Nordic countries for more than 12 months. For Norwegian citizens in the Norwegian Foreign Service, Norwegian companies or organizations operating abroad, students/au pairs or seafarers in foreign shipping with permanent residence in Norway, the restriction does not apply.

5. What the insurance may cover

The insurance may cover:
- Compensation in the event of death
- Compensation for permanent medical disability and treatment expenses

What the insurance covers and the sum(s) insured are stated in the insurance certificate. The sum insured at the time of the insured event will be used as the basis for calculating compensation.

6. What injuries the company is liable for and what limitations apply

6.1 Accidental injury

The company is liable for accidental injury suffered by the insured. Accidental injury means physical injury caused by a sudden external event – an accident – that occurs during the period of insurance.

Mental injury, such as shock, is not considered accidental injury unless it is accompanied by physical injury that results in permanent disability and compensation.

If the insured has deliberately caused the insured event, the company is not liable. However, the company is liable if the insured, due to age or mental state, was unable to understand the consequences of their actions. The company is not liable for suicide or attempted suicide, unless the claimant can prove that this was due to acute mental confusion – caused by external factors – and not a mental disorder.

6.2 Special activities – sports

The insurance does not cover accidental injury caused by any form of combat sport, such as
- Boxing, wrestling, judo, karate.

Unless otherwise specifically agreed, the insurance does not cover accidental injury caused by any form of:
- diving with the supply of air or breathing gas,
- downhill skiing approved by a federation or association,
- speed racing with motor vehicles or motor racing
- with special speed tests or training for such races,
- mountain climbing outside the Nordic countries,
- exploratory trips or expeditions.

See also section 8.4 for further restrictions on certain sports with regard to coverage of treatment expenses and section 6.3 on air sports.

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6.3 Flying – aviation – air sports

The insurance does not cover accidental injury caused by hang gliding, flying in microlight and ultralight aircraft, parachuting, paragliding, ballooning, gliding and similar activities.

The insurance does not cover accidental injury to pilots when the injury is caused by flying military jet fighters.

For flights in other aircraft and helicopters, the companies' total liability for accidental injury sustained during flights, regardless of whether one or more accident insurance policies have been taken out, is limited to:

- NOK 2 million per passenger in the event of death and NOK 2 million in the event of disability.
- for each crew member on duty and for private pilots, NOK 1 million in the event of death and NOK 1 million in the event of disability.

The limitations apply to insurance policies taken out with companies that are members of the Nordic Pool for Aviation Insurance.

In such cases, compensation shall be distributed among the various policies in proportion to their insured sums. The limitations do not apply to separate aircraft accident insurance policies taken out in addition to ordinary accident insurance.

The company is not liable for accidental injury caused by hijacking, including aircraft sabotage, occurring more than six months after the hijacking took place.

6.4 special limitations on the company's liability

6.4.1 Earthquakes and volcanic eruptions

The insurance does not cover accidental injury caused by earthquakes or volcanic eruptions in Norway.

As part of Norway, the Norwegian continental shelf and Svalbard are also considered. Outside Norway, however, the company is liable for such accidental injury.

6.4.2 Radioactive substances

The company is not liable for loss or injury, or increase in loss or injury, directly or indirectly caused by or related to:

- Nuclear reactions, nuclear explosions and radiation, toxic effects or other dangerous effects of radioactive substances in any form.

6.4.3 Military service in peacetime

Unless otherwise agreed, the insurance does not cover military service in peacetime while serving in the armed forces outside Norway, unless the claimant can prove that the injury was not caused by such service.

6.4.4 Drowning

The insurance does not cover accidental injury due to drowning, unless the claimant can prove that it is highly probable that the drowning was not caused by illness, a medical condition or circumstances for which the company is not otherwise liable under the terms and conditions.

6.5 Injury caused by medical treatment or use of medication

The insurance does not cover accidental injury caused by medical examination, treatment, etc. or by the intake of medication, unless the insured has been treated for an accidental injury for which the company is liable. Under no circumstances does the insurance cover accidental injury caused directly or indirectly by the intake of sleeping pills, painkillers or narcotics.

6.6 Injuries influenced by illness, medical condition or predisposition

The insurance does not cover:

- accidental injury caused by stroke, fainting or a medical condition
- for the following illnesses or medical conditions (which have resulted in treatment expenses, disability, death or temporary incapacity for work), even if an accidental injury can be proven to be the cause: heart attack, cancer, varicose veins, nucleus prolapse, sciatica, lumbago, spondylosis, spondylarthrosis, rheumatism, joint rheumatism, arthritis, gout and neurosis.
- injury caused by infection following an insect sting or bite, e.g. malaria or typhus. However, the company is liable for local wound infection and blood poisoning (sepsis) arising in this way. The company is only liable for other infections when it can be clearly established that the cause is infection of a wound sustained in an accident and that other modes of transmission can be ruled out.

In other cases, compensation will be reduced if it can be assumed that a medical condition or predisposition, together with the accidental injury, contributed to the insured's death, disability or temporary incapacity to work.

Compensation shall be reduced in proportion to the significance of the medical condition or predisposition to the death, disability or temporary incapacity to work.

6.7 Negligent causation of the insured event

If the insured has caused the insured event through gross negligence or increased the extent of the injury,

company's liability may be reduced or lapse. The same applies if the insured person has caused the insured event by violating a safety regulation. In making the decision, emphasis shall be placed on the degree of fault, the course of the injury, whether the insured was under the influence of self-induced intoxication, the effect that a reduction or lapse of liability will have on the person entitled to the insurance or other persons financially dependent on him/her, and other circumstances.

The company cannot invoke the rules in the first paragraph if the insured, due to age or mental state, was unable to understand the scope of their actions.

6.8 Fighting and crime

The insurance does not cover accidental injury caused by the insured voluntarily participating in a fight or crime.

6.9 Light, radiation and temperature

The insurance does not cover accidental injury caused by the effects of light, radiation or temperature, unless the insured was exposed to such effects as a result of an accidental injury for which the company is liable, or the effects were caused by an emergency situation in which the insured was involuntarily involved.

6.10 Poisining

The insurance does not cover accidental injury caused by poisoning from food, drink or stimulants.

6.11 War and war risk

The validity of the insurance during war is limited to 14 days from the time the company has determined that the area in question shall be covered by the war risk provision, and the validity is conditional upon the insured being present in the area when the war risk provision is invoked by the company. Under no circumstances shall the company be liable for war risk in the event of war, whether declared or not, between two or more of the following states:

France, the People's Republic of China, India, Iraq, Russia, Ukraine, North/South Korea, Taiwan, Pakistan, Israel, Gaza, Haiti the United Kingdom and the United States.

7. Change of risk and safety regulations

7.1 Limitation of liability in the event of a change in risk

7.1.1 Occupation/work

The premium is determined on the basis of the insured's work or occupation, including secondary employment. Any changes to this must be reported to the company as soon as possible. If the policyholder fails to report changes that would have resulted in a higher premium, the compensation will be reduced in accordance with the rules in section 13-7 of the Norwegian Insurance Contracts Act. A change of occupation is defined as a transition to/from offshore work or shipping.

7.1.2 The company is not liable for injury caused by

a. participation in crime or voluntary participation in fights
b. hang gliding, flying microlight and ultralight aircraft, parachuting, paragliding and ballooning
c. participation in sports mentioned in section 6.2 and, with regard to coverage of treatment expenses, also the sports mentioned in section 8.4
d. service in the armed forces outside Norway
e. medical examination, treatment, etc. that is not a consequence of injury for which the company is liable, cf. section 6.7.

7.2 Safety regulations

The insurance is taken out on condition that the safety regulations referred to in the insurance certificate are complied with at all times. If the premium does not correspond with the risk, the company may demand that its liability for any insurance claim be reduced proportionally.

If the insured has failed to comply with a safety regulation, the company's liability may be reduced or lapse.

7.3 Medical treatment and examination

When a claim event has occurred, the insured must consult a doctor as soon as possible, undergo the necessary treatment and follow the doctor's instructions.

If the insured objects to medical treatment, the company may take this into account when determining the payment.

8. Claims settlement

8.1 Common rules

a. The company must be notified of death as soon as possible. The company has the right to demand an autopsy. In the event of other injuries, the injured person must seek medical attention as soon as possible, undergo regular medical treatment and follow the doctor's instructions. A claim must also be sent to the company as soon as possible.

b. The injured person is obliged to be examined by a doctor appointed by the company. If the injured person fails to fulfil this obligation, the company may stop any payment of compensation. The examination shall be paid for by the company.

c. Anyone who wishes to make a claim against the company must provide the company with the information available to him/her and which the company needs in order to assess the claim and pay compensation. The information shall be provided on a form provided by the company. The claim notification must include the insured's national identity number (11 digits).
Anyone who provides incorrect or incomplete information in connection with the settlement of a claim may lose any right to compensation from the company under this or other insurance agreements in accordance with section 18-1 of the Norwegian Insurance Contracts Act.
If the insured fails to notify the company of changes in circumstances, etc. as required by the company (cf. section 7.1.1), with the result that the premium does not correspond with the risk, the company may demand that its liability for any insurance claim be reduced proportionally.

d. If it can be assumed that the condition will be improved by surgery or other treatment – and the insured refuses to undergo treatment without reasonable cause – the possibility of improvement that such treatment can be assumed to have brought about shall nevertheless be taken into account when determining the final degree of disability.

e. Death benefits shall be paid to the deceased's spouse, registered partner under the Partnership Act or cohabitant. Thereafter, the Norwegian Insurance Contracts Act shall apply.
A person is considered a spouse/partner until a divorce decree or grant of divorce has been issued, even if the decision is not legally binding or final.
A cohabitant is defined as a person with whom the insured lives in a marriage-likerelationship, if the National Population Register shows that the person has had the same place of residence as the insured for the last two years, or if it can be otherwise proven that the marriage-like relationship has existed continuously for the last two years, as well as persons who have a common residence and common children with the insured. However, this does not apply if, at the time the insured event occurred, there were circumstances that prevented a legal marriage from being entered into. Registered partnerships under the Act of 30 April 1993 are considered equivalent to marriage under this provision.

f. The beneficiary is entitled to interest on the compensation amount, cf. section 18-4 of the Norwegian Insurance Contracts Act.

8.2 Death

If the accidental injury has resulted in death within one year, the death benefit shall be paid in the amount stated in the insurance certificate. Any disability benefit that may have been paid in advance for the same injury shall be deducted. If the insured dies of another cause within one year of the accident, neither death benefit nor disability benefit will be paid. If the insured dies more than one year after the accident, no death benefit will be paid, but disability benefit will be paid.

8.3 Permanent disability

If the accidental injury has resulted in medical disability within three years that is expected to be lifelong, disability compensation shall be paid. For total disability, the entire sum insured shall be paid, for partial disability, a correspondingly smaller portion of the sum insured shall be paid.

a. The degree of medical disability is determined in accordance with the Ministry of Labour and Inclusion's disability table of 21 April 1997, Parts II and III – but not the other regulations. The assessment will be tabular. When the extent of the injury cannot be calculated tabularly, the assessment will be based on comparisons given in the table. For 100 per cent medical disability, the agreed sum insured will be paid out. In the event of partial disability, the compensation will be a proportionate share of the sum insured.
   In the event of reduced vision, the degree of disability is determined on a discretionary basis based on vision with corrective lenses.
   In the event of reduced hearing, the degree of disability is determined on a discretionary basis based on hearing ability with the use of a hearing aid.
b. In other cases of disability, the degree of disability shall be determined on a discretionary basis, with the percentages stated in the table under point a, serving as a guide. In the event of disability in the organs or limbs mentioned, the rates in the table shall in all circumstances form the limit of the company's liability for compensation.
c. Loss of or injury to a limb or organ that was completely unusable before the accident occurred does not entitle the person to compensation for disability. If a limb or organ was previously partially lost or unusable, a corresponding deduction shall be made when determining the degree of disability.
d. Compensation for one and the same injury cannot exceed 100%, even if several limbs or organs are injured.
e. Compensation is due for payment when the permanent degree of disability can be determined, but no earlier than one year after the accident occurred. If it is clear at an earlier stage that the company will in any case have to pay part of the amount claimed, a corresponding advance payment shall be made. Final settlement may not be delayed for more than three years after the accident occurred. Compensation shall be determined according to the degree of disability that is expected to be final.
f. Injury that is solely disfiguring, as well as dental injury, does not entitle to disability compensation.
g. When determining the degree of disability, no consideration shall be given to occupation, individual aptitude or social status.

8.4 Treatment expenses

Treatment expenses only apply to members of the Norwegian National Insurance Scheme and do not apply to injuries caused by participation in: football, handball, rugby, American football, bandy and ice hockey matches that are compulsory or approved by a federation or district.

However, treatment expenses shall be reimbursed in the event of accidental injury caused by participation in such company sports competitions.

See also the restrictions for sports activities mentioned in section 5.

If another accidental injury within two years of the date of injury entails necessary treatment expenses, up to 5% of the insurance sum for disability (maximum NOK 50,000) will be reimbursed for expenses incurred for:

- doctors and dentists. Dental injury resulting from eating is excluded
- bandages and medicine prescribed by a doctor or
- dentist
- prostheses
- treatment and hospitalisation, as well as physical therapy and chiropractic treatment when treatment is requested by a doctor
- travel to and from the place of residence for treatment as mentioned above.

Compensation is limited to the most reasonable means of transport, taking into account the condition of the insured. Rescue costs (transport from the scene of the accident), expenses for hotel accommodation, convalescent homes, etc. are not covered.

The insurance also does not cover additional expenses for stays or treatment in private hospitals or with private doctors without public operating subsidies. However, this restriction does not apply to accidental injuries that occur outside the Nordic countries and when treatment takes place before the return journey.

The insured is obliged to submit a certified statement with original receipts for expenses claimed for reimbursement and is only entitled to compensation for the portion of the expenses that exceeds what can be claimed from other sources.

An excess of NOK 1,000 will be deducted from the settlement.

9. General terms and conditions

9.1 The policyholder's duty to provide information

Upon entering into the insurance contract, and subsequently upon amendment or renewal of the insurance, the policyholder shall, on his/her own initiative, provide information about special circumstances which he/she must understand are of significance to the company's assessment of the risk, including circumstances or events that may lead to compensation payments.

The policyholder and the insured shall provide accurate and complete answers to the company's questions. They shall also, on their own initiative, provide information about special circumstances which they must understand are of significant importance to the company's assessment of the risk, cf. section 13-1 of the Norwegian Insurance Contracts Act.

If the duty of disclosure is neglected, the company's liability may be reduced or lapse, cf. section 13-2 of the Norwegian Insurance Contracts Act. The company may also terminate the insurance.

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9.2 Notification of an insurance claim

If an insured event has occurred, anyone who believes they have a claim against the company must notify the company or the policyholder without undue delay. In such cases, the policyholder is obliged to notify the company in writing of the insured event immediately.

In the event of deliberate or grossly negligent failure to comply with the duty to report, the company's liability to the person concerned may be reduced or lapse.

In any event, the right to compensation shall lapse if the claim is not reported to the company within one year of the entitled party becoming aware of the circumstances giving rise to the claim, cf. section 18-5 of the Norwegian Insurance Contracts Act.

9.3 The insured's obligations in the event of a claim

When an insured event occurs, the insured must seek medical attention as soon as possible, undergo any necessary treatment and follow the doctor's instructions. If the company deems it necessary, the insured must undergo an examination by a doctor appointed by the company. The examination will be paid for by the company.

If the insured understands that the company may assert a recourse claim against a third party, the insured must do what is necessary to secure the claim until the company can exercise its rights.

9.4 Duty of disclosure in settlement of claims

Anyone who makes a claim against the company shall provide the company with the information, original receipts and documents available to him/her that the company needs in order to assess the claim.

9.5 Recourse

The company may claim recourse for losses or additional expenses covered under the Motor Vehicle Liability Act or liability insurance from the responsible insurance company.

9.6 Intentional or grossly negligent causing of an insured event

If the insured has intentionally caused the insured event, the company will not compensate for the injury. If the insured has negligently caused the insured event, the company's liability may be reduced or waived. In making the decision, emphasis shall be placed on the degree of fault, the course of the injury, whether the insured was under the influence of self-induced intoxication, and other circumstances.

9.7 Consequences of fraud

Anyone who is guilty of fraud against the company shall lose all rights under the insurance contract and under other insurance contracts with the company in connection with the same event, cf. sections 13-2, 13-3 and 18-1 of the Norwegian Insurance Contracts Act.

9.8 Interest

The insured is entitled to interest in accordance with section 18-4 of the Norwegian Insurance Contracts Act.

9.9 The policyholder's right to terminate the insurance relationship

In accordance with the Norwegian Insurance Contracts Act, Chapter 12, Section 12-3 (the policyholder's right to terminate the insurance relationship), the company will exercise its right to deviate from the provisions of the first and second paragraphs.

9.10 Termination

The company may terminate or amend the insurance at the end of the contract period with two months' notice in the event of a change in health status, cf. section 12-9 of the Norwegian Insurance Contracts Act.

9.11 Appraisal

If it is possible to request an appraisal in accordance with the insurance terms and conditions, the following provisions apply to the procedure:

The appraisal shall be made by impartial and unbiased people. Each party shall appoint an appraiser. If either party wishes, he/she may appoint a separate appraiser for specific matters.

If one of the parties has notified the other in writing of his/her choice, the latter is obliged to give notice of his/her choice within one week of receiving the notification. The two appraisers shall choose a chairperson for the appraisal. If either party so requests, the chairperson shall reside outside the parties' place of residence and outside the municipality where the insured event occurred.

If one of the parties fails to appoint an appraiser, the municipal or district court in the judicial district where the assessment is to be made shall appoint one on his/her behalf. If the appraisers cannot agree on the appointment of a chairperson, one shall be appointed in the same manner. The appraisers may obtain the information and carry out the investigations they deem necessary. They are obliged to give their opinion on the basis of the insurance terms and conditions. The two appraisers shall carry out the valuation without calling in the chairperson. If they cannot agree, the chairperson shall be called in, who shall, in accordance with the same rules, give his/her opinion on the points on which the appraisers disagree. If the chairperson is called in, the compensation shall be calculated on the basis of his/her opinion. However, the compensation shall not exceed the limits that the two appraisers' assessments would entail. The parties shall each pay their own appraiser, the appraiser's fee and any other costs associated with the appraisal shall be borne by the parties in equal shares. The appraisal valuation is binding on both parties.

9.12 Obligations under money laundering regulations

As an insurance company, the company is subject to strict regulations to prevent their products and services from being used for financial crime and/or to finance terrorist activities. As a result, it is required to obtain information about its customers in order to fulfil its obligations under the money laundering regulations. Before the agreement can be established, it must have received the information and documentation that the company deems necessary to comply with money laundering regulations.

The company may choose not to enter into the agreement or change the scope of the agreement if the aforementioned requirements are not met or if there is suspicion of money laundering, terrorist financing or financial crime. Furthermore, the company may terminate existing customer relationships if there are objective grounds/suspicion that the company's products or services are being used as a tool for money laundering, terrorist financing or financial crime.

9.13 Privacy

Information related to privacy can be found at norua.com or quantumleben.com.

10. Assistance in complaints

If a dispute arises between the policyholder and the company, the dispute may be brought before the Norwegian Financial Services Complaints Board. The Board's decision is not final, and the dispute may be brought before the courts. Further information on this can be obtained by contacting the company or the Norwegian Financial Services Complaints Board, PO Box 53 Skøyen, 0212 Oslo, tel. 23 13 19 60.

Any disputes between the parties arising from the insurance relationship shall be brought before the District Court/Conciliation Board.

11. Legal Venue - jurisdiction

Disputes arising from the insurance agreement shall be settled by a Norwegian court, unless this is contrary to mandatory rules in applicable legislation or otherwise agreed.