Terms and Conditions for Sick Pay

Insurance terms
Valid from 01.12.2025

1. Introductory provision

Coverage for temporary disability can be offered to a company, union, association, club or similar organisation and can be taken out for all employees and members, or selected groups of employees and members.

The sum insured for temporary disability is paid in cases of incapacity for work as a result of an injury or illness not covered by the Norwegian Occupational Injury Insurance Act of 16 June 1989 No. 65, unless otherwise stated in the insurance certificate.

The insurance agreement consists of the terms and conditions for sick pay and the insurance certificate confirming the conclusion of the insurance agreement and providing a detailed description of the cover under the agreement entered into between the policyholder and Quantum Leben AG.

The Act of 16 June 1989 No. 69 on insurance agreements (the Insurance Contracts Act) and other relevant legislation also apply, but the insurance terms and conditions take precedence over the statutory provisions in the event of any conflict between the terms and conditions and the derivable statutory provisions.

2. Definitions

Agent
Norwegian Underwriting Agency AS, an insurance intermediary established as a limited company incorporated in Norway, with its registered office at Fru Kroghs Brygge 8, 0252 Oslo, Norway, registered in the Brønnøysund Register with company number 991 073 892 and authorised by the Financial Supervisory Authority of Norway to operate as an insurance intermediary in Norway.

The agent has been appointed by the insurance company to provide services in connection with the distribution and marketing of this insurance product, in particular to provide insurance mediation in connection with the offering and marketing of this product and to provide other services to policyholders.

Fit for work
Fit for work means that the employee insured under the insurance contract performs his/her normal work and works the normal number of hours stipulated in accordance with his/her employment contract, either at his/her normal place of work or at a location to which he/she is required to travel for business purposes.

Unit rates
An average premium rate is used for all insured persons. With the exception of any guaranteed premiums, the unit rate will be recalculated on each renewal date.

Renewal date
The first and subsequent anniversaries of the date on which the insurance contract first came into force. The effective date of the insurance contract (the start date of the insurance contract) is stated in the insurance certificate.

Insured
The insured person covered by the insurance contract, who is either (i) a member of the policyholder, (ii) an employee of a company that is a member of the policyholder (corporate membership), or (iii) directly employed by the policyholder and receives regular wages from the policyholder. The insured person's age must be lower than the maximum entry age defined in the insurance certificate in order to be insured. This cover is not available to spouses, registered partners, cohabitants and children of the insured persons.

Insurance year
The insurance year is the 12-month period starting on the effective date/renewal date of the insurance contract.

Insurance Contracts Act
Act of 16 June 1989 No. 69 on insurance contracts.

Insurance contract
The contract entered into between the policyholder and Quantum Leben regarding cover for temporary incapacity for work.

Effective date of the insurance contract
The date of entry into force of the insurance contract as stated in the insurance certificate.

Insurance certificate
The insurance certificate is a document confirming that the insurance contract has been entered into and containing information about the agreed benefits and the applicable insurance terms and conditions.

Insurance broker
A person or legal entity appointed by the policyholder to act on its behalf and represent the policyholder in dealings with the insurance company and the agent.

Insurance company
Quantum Leben AG.

Policyholder
The employer specified in the insurance certificate and who is the party entering into the insurance contract with the insurance company.

Insured event
An insured event occurs when the insured person becomes unable to work as a result of a non-occupational illness or non-occupational accident injury.

Incapacity for work is defined as a complete and permanent inability to perform the material and essential duties of the insured person's own job as a result of a non-occupational illness or non-occupational accident injury and the insured person's inability to work at all throughout the waiting period. The non-occupational injury must also result in the insured person becoming incapacitated within 12 months of the date of diagnosis and require complete absence from work.

The insurance certificate describes the coverage and insurance benefits. Loss of license to practice a specific profession and injuries covered by motor vehicle insurance are in any case excluded from the insurance agreement's coverage.

The insurance agreement also does not cover incapacity for work as a result of an illness that has been confirmed or symptoms of which have been observed within a period of three months from the date of entry into force of the insurance agreement or the policyholder's enrolment in the insurance agreement at a later date (the symptom period).

In order for a benefit to be paid, the insurance contract must have entered into force, and the individual must have been insured at the time he or she became incapacitated for work due to an illness or injury that forms the basis for a claim.

G
The basic amount of the National Insurance Scheme, which is determined by the Norwegian Parliament on 1 June each year and applies retroactively from 1 May each year.

Health check
The procedure whereby the insurance company obtains health information about employees for the purpose of evaluating the employee's insurance cover under the insurance contract.

Non-occupational illness
A non-occupational illness is defined as an illness that is not covered by the Norwegian Occupational Injury Insurance Act.

Non-occupational injury
A non-occupational injury is an accidental injury that is not covered by the Norwegian Occupational Injury Insurance Act.

Individual/age-related rates
Premiums which are calculated individually for each insured person/age-related rate, depending, among other things, on the age of the insured person. With the exception of any guaranteed premiums, the premium rates may be revised each year on the renewal date of the insurance contract.

Maximum coverage
The maximum amount of coverage under an insurance contract that applies collectively to all insured persons on a given date.

Normal retirement date
This refers to the insured person's 67th birthday or an earlier retirement date agreed with the insurance company. The normal retirement date is confirmed in the insurance certificate.

Premium rates
The rates for each individual group member that are used to calculate the premiums for a benefit. The rates may be individual/age-dependent or appear as flat rates.

Illness
Illness or impairment of the insured person's normal physical functioning. For assessment under this insurance, the illness must be serious enough to require consultation with an approved doctor and prevent the insured person from participating normally in daily life.

Accidental injury
Accidental injury means injury to the body caused by a sudden external physical event – an accident – that occurs during the insurance year. Emotional distress, such as shock, is not considered an accidental injury unless it is accompanied by physical injury that leads to incapacity for work entitling the insured to cover under the insurance.

Occupational injury/occupational illness
Occupational injury and occupational illness are physical injuries or illnesses covered by the Norwegian Occupational Injury Insurance Act of 16 June 1989 No. 65, which trigger an insurance claim under the compulsory occupational injury insurance.

Benefit
The benefit is a regular payment corresponding to the sum insured or parts thereof, which is paid as a result of an insurance claim. The sum insured is stated in the insurance certificate. If a salary-based benefit has been agreed, the basis for calculation is the employee's pensionable income less benefits from the National Insurance Scheme. If the benefit is calculated on the basis of operating costs, this means the costs that are customary in connection with the policyholder's business. The operating costs must be agreed with the insurance company, and the benefit must be clearly stated in the insurance certificate.

Waiting period
The period that begins when the insured person meets the definition of disability, and throughout the period that the insured person meets the definition of disability, until a final decision has been made regarding disability benefits. Waiting period means the same as qualifying period.

3. Insurance cover

3.1 Types of cover

3.1.1 Mandatory coverage

The insurance contract automatically covers all insured persons who are eligible for a specific type of cover without them having to submit a medical certificate. It is not possible to opt out of membership.

The insurance company reserves the right to ask the insured person to undergo a medical examination, typically either for smaller groups of insured persons or for insured persons with a particularly high sum insured.

3.1.2 Voluntary cover

For voluntary cover, the insured must meet the requirements to be covered, but only some of them will be covered based on a selection process. Typically, this process involves the insurance company requiring the insured to undergo a medical examination in order to obtain cover.

3.1.3 The types of cover are described in the insurance certificate

3.2 Consent

It is the policyholder's responsibility to obtain the necessary consent from the insured persons (including their spouses and any other guardians of the children, if applicable) so that they can be insured under the insurance agreement.

3.3 Fit for work

3.3.1 If an insured person does not meet the requirements for being fit for work on the effective date of the insurance contract, the insured person will not be covered by this insurance contract. However, the person will be covered under the insurance contract after having been back in their normal position for 30 consecutive days after returning to their normal work, unless the policyholder/insured person provides satisfactory documentation for the insurance company to accept coverage for the person.

3.3.2 Employees will be considered fit for work if they are absent with the prior approval of the policyholder, for reasons other than illness or injury, and the absence does not exceed 12 months in duration, such as parental leave, sabbatical leave or holiday, unless their medical records show that they suffer from a medical condition that could reasonably be expected to have prevented them from working.

3.3.3 As soon as a person meets all the requirements for being fit for work, he/she shall be insured.

3.3.4 Insurance cover applies to incidents that may occur anywhere in the world, 24 hours a day during the insurance year, subject to the exceptions specified in these terms and conditions and any additional exceptions defined in the insurance certificate.

3.4 The cover is designed for insured persons residing in Norway and will cease for individual insured persons who live in areas outside Norway and the European Economic Area (EEA) for more than 13 consecutive weeks during a 12-month period, unless otherwise agreed.

3.5 Exclusion from coverage

3.5.1 Exclusions are causes or events that are not covered by the insurance terms and conditions. No benefits will be paid if a claim arises from a cause or event that is excluded from the cover. The following causes and/or events are excluded, in addition to the specific exclusions listed in the insurance certificate (including the symptomatic clause):

a. Active participation in war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war is declared or not), civil insurrection, rebellion, revolution, resistance, riots, use of military force or coup.

b. Active participation in terrorist activities, which may include, but is not limited to, the actual use of force or violence and/or threats to use such force. Perpetrators of terrorist activities may act alone or on behalf of or in connection with one or more organisations or governments. The perpetrators are dedicated to political, religious, ideological or similar beliefs with the aim of influencing a government and/or spreading fear among the civilian population or parts of the general public.

c. Nuclear, biological or chemical incidents, including incidents arising directly or indirectly from any of the following (i) nuclear fission, nuclear fusion or radioactivity, (ii) atomic, biological and chemical weapons and/or equipment, and/or (iii) attacks on or sabotage of facilities and storage depots, leading to the release of radioactivity or nuclear, biological or chemical weapons.

d. Illegal acts. No insurance benefit will be paid for claims arising from an accident or illness caused directly or indirectly by the insured person's participation in an illegal act.

e. Physical injury caused by medical treatment or use of medication. The insurance contract does not cover accidental injury caused by medical treatment, examination or similar, or the intake of medication, unless the insured person was treated for an accidental injury covered by the insurance company. Under no circumstances does the insurance contract cover accidental injury caused directly or indirectly by the intake of sleeping pills, painkillers or narcotic substances.

f. Intentional physical injury. If the insured person has intentionally caused the insured event, the insurance company shall not be liable, unless the insured person was unable to understand the extent of their actions due to their age or state of mind. The insurance company shall not be liable in the event of attempted suicide unless the person concerned can prove that the cause was acute mental disturbance – as a result of external influences – and not as a result of a state of mind, see section 13-8 of the Insurance Contracts Act.

g. Negligent causation of an insurance event. If the insured has caused the insurance event through gross negligence or increased the extent of the damage, the insurance 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 damage, whether the insured was under the influence of self-induced intoxication, the effect that a reduction or lapse of the company's liability will have on the person entitled to the payment or on other persons who are financially dependent on him or her and the circumstances, see section 13-9 of the Insurance Contracts Act. The insurance company cannot invoke these exceptions if the insured person, due to age or mental state, was unable to understand the scope of his/her actions.

h. Special activities – sport:
   - The insured person's participation as a professional athlete, regardless of the sport/athletics involved.
   - Ski jumping and downhill skiing organised by federations, associations or groups
   - Car racing with motor vehicles or speed tests or training for car racing
   - Mountain climbing using ropes/lines and guided mountain climbing
   - Expeditions
   - Flying – aviation – and aviation activities. The insurance agreement does not cover accidental injuries resulting from hang gliding, microlight or ultralight flying, parachuting, paragliding, use of hot air balloons or any other type of flying with a motorised aircraft. The insurance agreement does not cover accidental injury to a pilot when the injury is caused by flying in a military aircraft.

i. Earthquakes and volcanic eruptions. The insurance agreement does not provide cover for accidents directly or indirectly caused by an earthquake or volcanic eruption in Norway. Norway also includes the islands under its possession.

j. Military service in peacetime. Unless specifically agreed, the insurance agreement does not cover military service in peacetime in armed forces outside Norway, unless the person concerned can prove that the injuries were not caused by such service.

k. Communicable diseases. Injury resulting from an infection or insect bite or sting, such as malaria or rickettsia. However, the insurance company will cover local infections and blood poisoning (sepsis) that occur in this way. The insurance company is only liable for such infections when it can be clearly established that the cause of the infection is a result of an accidental injury and that any other cause can reasonably be ruled out.

l. Use of alcohol. The insurance agreement does not cover accidental injuries caused by the use of alcohol.

3.5.2 If any part of this provision is deemed invalid or unenforceable, the remaining part shall remain fully valid.

4. Health check

4.1 For voluntary cover, as well as compulsory cover for small groups of 4 members or less, a health check is required. In cases involving a particularly high sum insured (or an increase in the previously agreed sum insured), a health check may also be required if the insurance agent requests so. In such cases, the insured persons must undergo a health check, either by completing a medical questionnaire or by undergoing a medical examination.

4.2 During the assessment process, the insured will not be covered. If a health check is required in order to increase the previously agreed sum insured, the insured will be covered during this period in accordance with the previously agreed sum insured. The new sum insured will only apply once the health check has been completed.

4.3 The policyholder will be informed in writing by the agent of the insurance company's final decision on the question of insurance cover. Based on the medical questionnaire submitted or the report from the medical examination, the insurance company reserves the right to limit coverage for certain illnesses or diagnoses, refuse coverage or increase the premium. If special conditions are applied, the sum insured, and the conditions will only be valid from the date of receipt of the policyholder's written acceptance. Should the policyholder reject the revised conditions, or if there is no written acceptance of the conditions, the insured will not be covered.

4.4 If an insured person is unable to work on the date of application for an increase in the sum insured, the current sum insured will continue to apply until the insured person has returned to work and meets the requirements for being fit for work.

4.5 An increase in the sum insured that is solely due to a change in the basic amount (G) for social security purposes under the Norwegian National Insurance Scheme will be accepted automatically, regardless of whether the insured person is fit for work or not.

4.6 If an insured person is requested to undergo a medical examination or provide additional medical documentation, such costs will be covered provided that satisfactory invoices are received from the agent. Such costs must be agreed in advance.

5. Duration, changes and termination of the insurance contract

5.1 When will the cover start?
Coverage will commence on the effective date of the insurance contract as stated in the insurance certificate.

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5.2 Can the policyholder terminate the insurance contract?

The policyholder may terminate the insurance contract and its associated cover within a period of 30 days after receiving the insurance certificate. To be valid, the termination must be in writing and sent to the agent by registered mail before the end of the 30-day period. If the policyholder does not exercise their right to terminate the insurance contract within the 30-day period, the policyholder may only terminate the insurance contract within the time limits described in section 5.5.

5.3 When will the cover cease?

5.3.1 Coverage for an insured person will cease when one of the following events occurs:

a. Unless otherwise agreed and confirmed in the insurance certificate, no cover shall be provided after the insured person has reached normal retirement age.
b. When the insurance is terminated.
c. If the premium has not been paid by the policyholder in accordance with the provisions set out in clause 6.5. Should this occur, the policyholder is obliged to inform the insured persons of this and to cover any claims that may arise during the period of cover.
d. 14 days after the insured person is no longer employed and therefore no longer meets the requirements for cover under the insurance contract, provided that the policyholder has given the insured person prior written notice in accordance with section 9.2. If no written notification has been given, the cover shall cease 2 months after the insured person is no longer employed and therefore no longer meets the requirements for cover under the insurance.
e. The insured person returns to their normal work or otherwise engages in gainful employment.
f. The insured person no longer meets the definition of incapacity for work.
g. The insured person has been declared permanently incapacitated for work and compensation is paid to the insured person under permanent disability cover.
h. The duration of benefit payments specified in these insurance terms and conditions and the insurance certificate has been reached.

5.3.2 Continuation insurance for temporary disability cover is not available.

5.4 Changes to the insurance contract

5.4.1 The insurance company reserves the right to change the rates (unless otherwise agreed) each year on the renewal date of the insurance agreement.

5.4.2 The insurance company reserves the right to change the insurance terms and conditions. Changes to the insurance terms and conditions will be communicated to the policyholder in advance and no later than one month before such changes take effect. The policyholder has the right to terminate the insurance contract in accordance with the provisions defined in section 5.2 if the policyholder objects to the new insurance terms and conditions. If the insurance contract is not terminated before the changes take effect, the new insurance terms and conditions are considered to have been accepted by the policyholder.

5.4.3 The insurance company reserves the right to demand an immediate adjustment of the premium if significant changes occur in relation to the insured persons.

5.4.4 The policyholder must notify the insurance company immediately via the agent of any significant changes. A change is considered significant when one or more of the following events occur:

a. The number of insured persons varies by more than 10% from what was previously notified;
b. The coverage criteria or eligibility conditions must be changed in relation to the conditions previously agreed upon;
c. Significant changes in the insured person's living conditions, as described in section 6.4.

5.5 Termination of the insurance contract and the effect of termination

5.5.1 The effective date of the insurance contract and the renewal date of the insurance contract are defined in the insurance certificate. The terms and conditions of the insurance contract are guaranteed to apply until the renewal date of the insurance contract.

5.5.2 The policyholder may terminate the insurance contract at any time, provided that written notice is given at least 30 days in advance.

5.5.3 The insurance company may terminate the insurance contract if the policyholder fails to comply with the duty of disclosure and the policyholder or the insured is not only slightly at fault, with 14 days' notice or with immediate effect if the policyholder has acted fraudulently. With the exception of situations where fraud has been committed, the insurance company can only invoke non-compliance with the duty of disclosure if the insured event has occurred or the insurance company has given 14 days' notice within two years of the insurance company's liability commencing.

5.5.4 The insurance company may also terminate the insurance contract on each renewal date, with two months' written notice, cf. section 12-9 of the Insurance Contracts Act.

5.5.5 If the policyholder or the insurance company terminates the insurance contract, or if the insurance company's liability ceases to apply due to the policyholder's failure to pay the premium, the policyholder shall send written notice to the insured persons. For each insured person, cover shall cease one month after the notice was sent or the insured person became aware of the circumstances in some other way.

5.5.6 Upon termination, all mutual obligations under the insurance contract shall cease on the date of termination, with the exception of benefits that are being paid and claims that have arisen but have not yet been reported, or premium adjustments that are due but have not yet been paid.

5.5.7 If the insurance contract is terminated, continuation insurance is not available for this cover for temporary incapacity for work. It will, however, still be available for life insurance cover (in addition to cover for permanent incapacity for work if the insured person has such cover).

6. Currency unit and premiums of the insurance contract

6.1 The currency unit of the insurance contract is NOK.

6.2 The policyholder shall pay the premium in advance and in total for all insured persons covered by the insurance contract to the bank account specified by the agent.

6.3 Premiums shall be paid when they are due each year. The premium due date is the effective date of the insurance contract and thereafter on the renewal date of the insurance contract each year as specified in the insurance certificate. The premium under the insurance contract shall be paid in the currency unit of the insurance contract. Under certain circumstances, the insurance company may accept semi-annual, quarterly or monthly instalments/payments. The agreed intervals for premium payments are specified in the insurance certificate and can only be changed on the renewal date of the insurance contract.

6.4 The premium is determined based on the insured person's employment and professional circumstances. Any significant change in this regard must be notified to the agent as soon as possible. If the policyholder fails to notify the agent of such circumstances and this failure results in the premium not being increased, the company may demand that its liability be reduced proportionally, cf. section 13-7 of the Insurance Contracts Act.

6.5 The policyholder is granted a 30-day deferral of payment of the premium after the date on which the premium notice is sent to the policyholder. If the premium is not paid on the due date, the insurance company's cover and thus its obligation shall cease, and the insurance contract shall be terminated, unless the premium is paid within 14 days after a further written notice has been sent by the agent (in accordance with sections 14-1 and 14-2 of the Insurance Contracts Act).

6.6 Upon expiry, there shall be no refund or additional invoicing of additional premiums as a result of minor changes in the number of insured persons within the insurance year (up to a 10% increase or reduction in the number of insured persons) from what was previously specified on the insurance contract's effective date/renewal date, in order to simplify the administration of the insurance contract. The following applies to other circumstances:

6.6.1 A proportionate share of the premium must be paid for the period between the insured person's enrolment in the insurance contract (unless this coincides with the insurance contract's effective date (or renewal date) and the insurance contract's next renewal date).

6.6.2 If the insured person's cover under the insurance contract ceases before the renewal date of the insurance contract, the insurance company must give a proportional refund to the policyholder for the period between the date on which the insured person's cover ceased and the next renewal date. No refund shall be paid if the insured person dies during the insurance year.

6.6.3 In the event of significant changes as described in section 5.4.4, proportional payment of premiums or refunds may be made outside of the annual invoicing and charged/refunded separately during the insurance year.

6.6.4 The sum of the additional premium to be paid by the policyholder to cover new insured persons in the event of an increase in the sum insured accepted by the insurance company on special terms shall be determined by the insurance company and normally invoiced separately.

6.6.5 Notwithstanding the provisions of clause 6.6, the policyholder is entitled to request a detailed premium calculation and to request a refund of premiums in the event of a reduction in the number of insured persons of less than 10% during the insurance year. The insurance company also reserves the right to charge proportional premiums as a result of an insignificant increase in the number of insured persons.

7. Right to compensation

7.1 The insured event occurs when all of the following conditions are met:

a. The insured person is completely and permanently unable to perform the material and essential duties of their job; and

b. It is not an occupational disease or occupational injury that has led to such incapacity for work; and

c. In cases of illness, the insured person must also become incapacitated within 12 months of the date of diagnosis, resulting in total absence from work; and

d. The insured person must be unable to work throughout the entire 16-day waiting period, unless a further waiting period has been agreed and confirmed in the insurance certificate.

7.2 The benefit is stated in the insurance certificate and is defined as a fixed weekly benefit, payable from the first day after the waiting period. It is paid on a monthly basis.

7.3 The benefit can be paid for a period of up to 52, 104 or 156 weeks from the start of the absence (including the waiting period of 16 days in the event of illness and excluding any holidays taken during the period of sick leave). The exact length of the benefit payment is specified in the insurance certificate. Any holidays taken during the sick leave period will interrupt the payment of the benefit.

7.4 The benefit under the insurance contract cannot exceed 80% of 1/52 of the insured person's expected income (applies to insured persons who are self-employed).

7.5 No benefit will be paid for incapacity for work as a result of death.

7.6 If the insured person's incapacity for work is less than 100%, the benefit will be adjusted proportionally.

7.7 If it is obvious that the insured person's condition can be improved by surgery or other treatment, and the insured person refuses to undergo such surgery or treatment without special reasons, the possible improvement in the insured person's condition that such surgery or treatment may bring about shall be taken into account when assessing the final amount of the benefit. The insurance company may either refuse to pay a benefit or reduce the benefit proportionally to take into account the insured person's unwillingness to undergo the relevant treatment.

7.8 The calculation of the benefit to be paid must be linked to the insured person's age at the time of settlement and must be linked to G at the time of payment (in cases where G is used to calculate the benefit) as stated in the insurance certificate.

7.9 The calculation and payment of the benefit presupposes that the insured person is a member of the National Insurance Scheme.

7.10 Unless otherwise agreed and stated in the insurance certificate, no benefits shall be accrued after the insured person reaches the age of 67.

7.11 The right to payment for incapacity for work only arises when the insured person has reached the age of 18.

7.12 Recurrent temporary disability is a disability that occurs within 60 days of being declared fit for work following temporary disability as a result of, or partly as a result of, the same

accident injury or illness. Such recurring disability will be considered part of the original disability and will not result in a new waiting period. Disability that occurs more than 60 days after recovery from temporary disability will be considered a new injury or illness, resulting in a new waiting period.

7.13 For each individual chronic illness (illness that persists for a long period), the benefit paid under this insurance contract will be limited to one period of illness in accordance with the insurance contract (52, 104 or 156 weeks, see the insurance certificate).

8. Claims

8.1 Notification of claims

8.1.1 A claimant who wishes to make a claim for compensation against the insurance company must provide the agent with the information and documentation necessary to assess the claim as soon as possible.

8.1.2 The insurance company will require satisfactory documentation that the insured event occurred, as well as the insured person's name, title and position, personal identification number and salary, if relevant.

8.1.3 After a claim for compensation has been received, the claimant will be informed of the medical and other evidence required by the insurance company in order to assess the claim.
The insurance company reserves the right to obtain additional health documentation and other documentation in order to assess the claim.

8.1.4 Claims should be submitted to:
Norwegian Underwriting Agency AS
Fru Kroghs Brygge 8
0252 Oslo
Email: post@norua.com

8.1.5 Failure to provide the documentation required to substantiate the claim will result in the claim not being considered.

8.1.6 Health documentation will only be accepted from an approved doctor. All expenses incurred by the claimant in obtaining medical or other documentation originally required by the insurance company must be borne by the claimant.

8.1.7 A claimant who provides false or incomplete information in connection with a claim settlement, which he or she knows or must understand may result in a claim settlement being paid that he/she is not entitled to receive, will lose any claim against the insurance company under this insurance agreement.

8.1.8 Section 18-4 of the Insurance Contracts Act regulates the insurance company's obligation to pay interest. If the claimant fails to provide information or documents as mentioned in sections 8.1.2 and 8.1.3, he or she cannot claim interest for loss of time due to this. The same applies if the claimant refuses settlement in whole or in part without reason.

8.1.9 The insurance company shall be free from liability for any claim that has not been reported to the insurance company within one year of the beneficiary becoming aware of the circumstances giving rise to the claim (in accordance with Section 18-5 of the Insurance Contracts Act).

8.2 Limitation

In accordance with these insurance terms and conditions, a claim for insurance settlement shall become time-barred after 10 years in accordance with the Limitation Act of 1979. This period shall commence at the end of the calendar year in which the claimant/entitled party becomes sufficiently aware of the circumstances justifying the claim (in accordance with section 18-6 of the Insurance Contracts Act).

8.3 Payment of a claim

8.3.1 Provided that the premium has been paid and the insurance company agrees that the claim is covered based on the evaluation of the evidence presented, the company will approve and pay the claim. Payment will be made in accordance with the provisions of sections 9.7 and 9.8.

8.3.2 The benefit shall be paid to the insured unless otherwise agreed.

8.3.3 Payment will fully release the insurance company from all obligations and liabilities under the insurance contract in relation to this claim.

8.3.4 In the event that a claimant receiving payment from this insurance dies, the claim shall lapse on the date of death.

9. Provision in the contract

9.1 Duty of disclosure and consequences of failure to comply with the duty of disclosure.

9.1.1 On the effective date of the insurance contract and upon any renewal thereof, the policyholder and the insured persons are obliged to provide accurate and complete information and to answer questions asked by the insurance company concerning the health of the insured persons. The policyholder and the insured persons must also, on their own initiative, provide information about special circumstances that they understand to be of great importance to the company's assessment of risk.

9.1.2 If this duty of disclosure is neglected, the insurance company's liability shall be as described in sections 13-2 to 13-4 of the Insurance Contracts Act.

9.2 Information requirements

The policyholder is obliged to keep a list of all insured persons. The policyholder is also obliged to inform and notify the insured persons of relevant events.

This includes, but is not limited to:

- The policyholder's obligation to ensure that those who are or may become insured persons are informed about the insurance contract, including the terms and conditions and the insurance plan, including any amendments thereto.
- In the event that employees are no longer covered, the policyholder has a duty to inform them as soon as possible that they are no longer covered.
- The policyholder is obliged to ensure without undue delay that all employees who are covered receive proof of insurance and the terms and conditions of cover applicable under this insurance.

9.3 The insurance company’s right to indemnification

If the policyholder fails to fulfil their obligations under the agreement entered into between the policyholder and the insurance company, and the latter has nevertheless been obliged to pay insurance benefits in accordance with the provisions, the insurance company may seek indemnification from the policyholder.

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9.4 Transfer and changed circumstances

Neither the insurance contract nor any unmatured benefits payable under it may be transferred by the policyholder and/or the insured. From the date of maturity, the beneficiaries are entitled to transfer the sum. The insurance claim under the insurance contract cannot be transferred, pledged or otherwise used as security for debt. The deceased's creditors cannot seize the insurance benefits in the event of death, unless this has been determined by an appointed beneficiary.

The policyholder must notify the agent immediately of any changes in circumstances relevant to this insurance contract (e.g. mergers, acquisitions, new company address), as this may affect the insurance company's ability to fulfil the terms and conditions of the insurance contract.

9.5 Force majeure

The insurance company and/or agent shall not be liable for any delay or consequences of any delay in performing their obligations under the insurance contract if such delay is due to a cause beyond their reasonable control. The insurance company and/or agent shall be entitled to a reasonable extension of the time for performing their obligations if an event beyond their control causes a delay.

9.6 Applicable law and jurisdiction

The insurance contract is governed by and interpreted in accordance with Norwegian law and is subject to the exclusive jurisdiction of the Norwegian courts.

If any provision of these terms and conditions is deemed unlawful or unenforceable as a result of a change in the law, the invalidity shall only extend to the extent of the invalidity. The validity and legality of the remaining provisions and terms shall not be affected.

9.7 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.

9.8 Financial or business sanctions

All financial transactions, including but not limited to the acceptance of payment of premiums, claims and other reimbursements, require compliance with applicable laws and regulations governing trade or economic sanctions. The insurance company may, depending on the circumstances, comply with laws and regulations governing sanctions issued by other countries' jurisdictions and organizations.

Furthermore, the insurance company is not obliged to provide cover to the policyholder and reserves the right not to include an employee or provide a service or benefit under this insurance contract if this puts the insurance company at risk of violating applicable laws and regulations concerning laws or other sanctions rules.

The insurance company reserves the right to terminate the insurance contract at any time if the policyholder, including an affiliated superior or director, becomes involved in a trade or economic sanctions that the insurance company deems relevant.

9.9 Privacy

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

9.10 How notice is given under the insurance contract

Any notice required to be given under the insurance contract must be in writing. All notices should preferably be sent to the following address:
Norwegian Underwriting Agency AS
Fru Kroghs Brygge 8
0252 Oslo Norway
Telephone: 22 120 130
Email post@norua.com

All notices to the policyholder will be sent to the address provided during the application process and confirmed in the insurance certificate. If the policyholder instructs the agent/insurance company to send notices to a third party, such notices received by a third party shall be deemed to have been received by the policyholder.

9.11 Complaints and dispute resolution

Should the policyholder have any complaints regarding the insurance contract or services, notification may be sent to:

Norwegian Underwriting Agency AS
Fru Kroghs Brygge 8
0252 Oslo Norway
Telephone: 22 120 130
Email post@norua.com

9.12 What is the surrender value of this insurance contract, and has profit sharing been agreed?

This product only provides risk insurance without investment value. There is no surrender value for this insurance contract, and no profit sharing has been agreed.

9.13 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.