# Terms and Conditions Occupational Injury Insurance

Insurance terms
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.

### 2.1 Date of ascertainment

The date of confirmation refers to the date on which the insured person either

- died from the injury or illness without seeking medical assistance
- first sought medical assistance for the injury/illness, or
- first reported a claim to the Company due to the injury or illness.

### 2.2 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

### 2.3 Compensation for pain and suffering

Compensation for pain and suffering is compensation paid on the basis of permanent medical disability of the insured person. Medical disability means a permanent injury/impairment of a medical nature as determined on the basis of the Ministry of Labour and Social Inclusion' disability table of 21 April 1997.

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**2.4 Incapacity for work**

Incapacity for work means a total or partial permanent loss of the ability to perform gainful work in general.

**2.5 Age**

**Loss of future earnings**: The calculation shall be based on the insured person's age at the time of settlement.

**Compensation for pain and suffering**: The calculation shall be based on the insured person's age at the time of diagnosis.

**Compensation in the event of death**: The insured person's age at the time of death shall be used as a basis.

**2.6 Spouse – cohabitant – children**

**Spouse**: Spouse means the person to whom the insured person is legally married. A registered partner is considered equivalent to a spouse, cf. the Partnership Act of 29 March 1993.

A person is no longer considered a spouse when a separation or divorce has been granted or a judgment has been handed down. This applies even if the decision is not legally binding or final.

**Cohabiting partner**: A cohabiting partner is defined as:

- a person with whom the insured person has lived in a marriage-like relationship, if the National Population Register shows that the person has had the same place of residence as the insured person for the last two years, or
- A person who has a common residence and common children with the insured person.

However, this does not apply if, at the time the insured event occurred, there were circumstances that prevented a legal marriage from being entered

**Sole provider**: A sole provider is defined as a person who does not have a spouse/cohabitant and who has sole care of the child (children).

**Child**: A child is defined as the insured person's own child or adopted child under the age of 20.

**2.7 Occupational injury – occupational disease**

Occupational injury and occupational illness refer to physical injury and illness covered by Sections 10 and 11 of the Occupational Injury Insurance Act of 16 June 1989 No. 65, i.e. injury and illness suffered by the insured person at work during working hours when it is:

- injury and illness caused by an accident at work (occupational injury)
- injury and illness which, pursuant to Section 13-4 of the National Insurance Act of 28 February 1997 No. 19, is treated as equivalent to an occupational injury.
- other injuries and illnesses, if these are caused by exposure to harmful substances or work processes. Stress-related disorders are not considered occupational injuries/illnesses.

## 3. Who is covered by the insurance

The insurance applies to:
1. insured persons who are employed by the policyholder at the time the injury or illness is diagnosed.
2. insured persons who were previously employed by the policyholder and who have not been in work since leaving the policyholder.
3. board members, committee members, etc., to the extent that they are covered by the Occupational Injury Insurance Act and regulations.

## 4. Where the insurance applies

The occupational injury insurance applies at work, at the workplace during working hours.

## 5. What the insurance covers

The insurance covers occupational injuries and occupational diseases in accordance with the Occupational Injury Insurance Act of 16 June 1989 and regulations.

## 6. Benefits in the event of occupational injury/illness

### 6.1 Injury/illness resulting in incapacity for work or permanent disability

#### 6.1.1 Loss of income

The company will compensate for actual loss of income up to the date of settlement, cf. section 3-1 of the Compensation Act.

#### 6.1.2 Loss of future earnings

**Basic compensation:**

In the event of 100% permanent incapacity to work, compensation is calculated as follows:

| Pensionable income (calculation basis) in the year prior to the date of assessment | Basic compensation |
|---|---|
| Income up to and including 7 G | 22 G |
| over 7 G up to and including 8 G | 24 G |
| over 8 G up to and including 9 G | 26 G |
| over 9 G up to and including 10 G | 28 G |
| over 10 G | 30 G |

If the insured person's permanent incapacity for work is less than 100%, the compensation will be reduced accordingly.

The basis for calculating the future loss of income is the pensionable income in the year before the injury or illness was diagnosed.

If the insured person's estimated pensionable income, without the injury or illness, in the year in which the injury or illness was diagnosed, provides a higher basis, this shall be used as the basis. The same applies if the insured person has achieved a pensionable income in a subsequent income year that provides a higher basis. If there are special grounds for assuming that the aforementioned calculation basis is significantly lower than what would have been the insured person's normal income level without the injury/illness, the calculation basis shall be adjusted up to this level. The calculation basis is determined in relation to G 1 January in the income year in which the income was earned.

**Age supplement/ age reduction**
If the insured person is 45 or 46 years of age, the compensation corresponds to the basic compensation.
For each year the insured person is older than 46, a deduction of 5% of the basic compensation is made. However, the compensation shall still amount to at least 10% of the basic compensation.
If the insured person is aged 35-44, the compensation is increased for each year he or she is younger than 45 by 3.5% of the basic compensation.
If the insured person is 34 years of age or younger, the compensation is increased for each year he or she is younger than 35 by 2.5% of the basic compensation. In addition, the compensation is increased by 35% of the basic compensation.

**Previously disabled**
If, regardless of the injury or illness in question, the insured person was 50% or more incapacitated for work, the insured person may claim compensation calculated in accordance with section 3-1 of the Damages Compensation Act if this results in higher compensation than the calculation according to the rules here.

### 6.1.3 Pain and suffering

**Basic compensation:**
Compensation for pain and suffering is paid in the event of permanent medical disability of 15% or more:

| Medical disability | Basic compensation |
|---|---|
| 15-24% | 0.75 G |
| 25-34% | 1.00 G |
| 35-44% | 1.50 G |
| 45-54% | 2.00 G |
| 55-64% | 2.50 G |
| 65-74% | 3.00 G |
| 75-84% | 3.75 G |
| 85-100% | 4.50 G |

Injuries that are significantly greater than injuries that give rise to a disability rating of 100% will result in compensation of 5.5 G.

**Age supplement / age reduction**
If the insured person is 45 or 46 years of age, the compensation corresponds to the basic compensation.

For each year that the insured person is older than 46, a deduction of 2% of the basic compensation is made. However, the compensation shall still amount to at least 50% of the basic compensation.

For each year that the insured person is younger than 45, the compensation is increased by 2% of the basic compensation.

#### 6.1.4 Additional expenses

- Additional expenses incurred up to the date of settlement shall be compensated individually, cf. section 3-1 of the Norwegian Damages Compensation Act. The company shall cover documented additional expenses incurred by the insured person as a result of the illness/injury.
- Future additional expenses: The company covers future annual additional expenses resulting from the illness/injury. The compensation depends on the insured person's age at the time of settlement and is determined as follows:

| Age of the injured party | Compensation for annual additional expenses multiplied by |
|---|---|
| Under 35 years old | 21 |
| 35 – 49 years old | 19 |
| 50 – 59 years old | 16 |
| 60 – 69 years old | 14 |
| Over 70 years old | 8 |

### 6.2 In the event of death

#### 6.2.1 Compensation to spouse or cohabitant

Basic compensation is 15 G. Compensation is paid to the insured person's spouse or, alternatively, cohabitant.

For each year the deceased was older than 46, the compensation is reduced by 5%. However, the compensation shall still amount to at least 20% of the basic compensation.

#### 6.2.2 Compensation to children under 20 years of age

Separate compensation is calculated for each child supported by the deceased. The amount of compensation depends on the age of the child at the time of the loss of the provider and amounts to:

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

If the deceased was the sole provider, the child receives double compensation.

**6.2.3 Compensation to persons other than spouses, cohabitants and children**

In the event of death due to occupational injury or occupational illness, compensation shall be paid to persons other than spouses, cohabitants and children when these were wholly or partly dependent on the deceased for their livelihood.

Compensation for loss of a provider is calculated in accordance with Section 3-4 of the Damages Compensation Act. No consideration is given to whether the policyholder is liable for the injury/illness under applicable law.

**6.2.4 Expenses associated with the death**

Are compensated at 0.5 G

**6.3 What restrictions apply**

The company is not liable for injury, illness, death, loss or expenses that are not covered by the Occupational Injury Insurance Act.

Stress disorders and injuries that occur during travel to/from work are not defined as occupational injuries or occupational illnesses.

## 7. Compensation settlement

### 7.1 Claims

In the event of an injury, illness, death or expense that may result in a payment under the insurance, the company must be notified immediately.
At the company's request, access shall be granted to sources describing the insured person's current and previous state of health, such as medical records, absence lists, etc.
The insured person is obliged to undergo a medical examination without undue delay, and if necessary by an approved specialist.
After the examination, a medical certificate with information about medical disability and incapacity for work, as well as the expected future course of the injury/illness, must be sent to the company together with a completed claim form.

In the event of the insured person's death, the claim form must be sent to the Company together with:

- A death certificate stating the cause of death
- Necessary documentation showing who is entitled to compensation.
- Age certificate for any children.

### 7.2 Payment rules

Compensation is calculated on the basis of G at the time of settlement.
If the insured person opposes surgery or other treatment without reasonable cause, the final degree of disability/incapacity for work shall be determined taking into account the improvement that such treatment could have brought about.

### 7.3 Subsequent settlement

If the degree of incapacity for work or medical disability resulting from the injury/illness changes significantly, the insured person may claim additional compensation for loss of future earnings, medical disability and future additional expenses. Claims for additional compensation must be submitted within five years after the settlement was finalised.

### 7.4 Social security benefits

When paying compensation for additional expenses incurred and when calculating compensation for future additional expenses, lost income and compensation to persons other than spouses/cohabitants or children, a deduction shall be made on a krone-for-krone basis for the social security benefits to which the insured person is entitled as a result of the injury or illness.

### 7.5 Interest

The insured is entitled to interest in accordance with section 13.3. under General Terms and Conditions.

### 7.6 Recourse

The company may claim recourse against the liable party for compensation paid, cf. section 3-7 no. 3 of the Damages Compensation Act and section 8 of the Occupational Injury Insurance Act.

## 8. Change of occupation

The premium is determined on the basis of the insured person's work/occupation. Any change of work/occupation must be reported to the company or the company's agent. This is so that the company/agent can determine whether and at what premium the insurance can be maintained. If the policyholder has neglected his/her duty of disclosure, the right to compensation may be reduced or lapse. The insurer will nevertheless make full payment to the insured, but may bring a recourse claim against the policyholder.

## 9. Change in the number of insured persons

If the number of insured persons changes by 10% or more during the insurance period, the insurance must be changed immediately. The same applies when the number of insured persons changes by 10 or more. If the policyholder has neglected their duty of disclosure, the right to compensation may be reduced or lapse. The insurer will nevertheless make full payment to the insured, but may bring a recourse claim against the policyholder.

## 10. Consequences of contribution

Compensation may be reduced or forfeited if the insured has contributed to the damage through willful misconduct or gross negligence, cf. section 14 of the Occupational Injury Insurance Act.

## 11. The policyholder's right to terminate the insurance relationship

In accordance with chapter 12, section 12-3 of the Insurance Contracts Act (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.

## 12. Other provisions

The company (policyholder) is responsible for keeping track of which persons are covered by the insurance contract and, in accordance with clause 8 of the terms and conditions, is responsible for reporting any changes during the contract period. Changes must be reported directly to the Company or to Norwegian Underwriting Agency AS.

The company is responsible for paying the premium.

## 13. General terms

### 13.1 Special limitations on the Company's liability

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

1. Earthquakes and volcanic eruptions. This limitation applies to the extent that it is not expressly stated in the industry terms and conditions that it has been waived.
2. War and war-like actions, whether war has been declared or not, insurrection and similar serious disturbances of public order. This limitation applies to the extent that it is not expressly stated in the insurance certificate that it has been waived.
3. Nuclear damage – regardless of cause – from nuclear substances (see the Atomic Energy Act of 12 May 1972 No. 28, Sections 1c and h). The exception does not apply to the use of radioisotopes as specified in Section 1c of the Act and which is lawful in accordance with the Act on the Use of X-rays and Radium etc. of 18 June 1938 No. 1. This limitation applies to the extent that it is not expressly stated in the insurance certificate that it has been waived.

### 13.2 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.

### 13.3 Interest on the compensation amount

The insured is entitled to interest in accordance with the rules in section 8-4 or section 18-4 of the Norwegian Insurance Contracts Act.

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### 13.4 Consequences of fraud

Anyone who commits fraud against the company shall lose all rights under the insurance contract. If he/she has several insurance contracts with the company, he/she shall also lose his/her right to compensation under these contracts in the event of the same incident, and the company may terminate any insurance contract with the policyholder, cf. sections 4-2, 4-3 and 8-1 of the Norwegian Insurance Contracts Act, as well as sections 13-2, 13-3 and 18-1, cf. also general terms and conditions section 13.9.

### 13.5 Deadline for reporting damage and taking legal action, and limitation period

If no claim has been made within three years from the end of the year in which the insured became aware or should have become aware of the circumstances giving rise to the claim, the company shall be released from liability.

Even if the insured has submitted a claim within the limitation period, the company shall be released from liability if the insured has not brought legal proceedings or requested arbitration within six months from the date on which the company notified him in writing that the company does not consider itself liable and at the same time reminded him of the limitation period, its duration, how it can be interrupted and the consequences of exceeding it, cf. section 15 of the Occupational Injury Insurance Act.

### 13.6 Termination during the insurance period

The company may terminate the insurance:

1. If incorrect or incomplete information about the risk has been provided, with 14 days' notice, cf. section 4-3 or 13-3 of the Norwegian Insurance Contracts Act.
2. If there is fraud in connection with information about the risk, with immediate effect, cf. section 4-3 or 13-3 of the Norwegian Insurance Contracts Act.
3. If there is fraud in connection with the settlement of claims, with one week's notice, cf. section 8-1 or 18-1 of the Norwegian Insurance Contracts Act.
4. After the occurrence of damage if the insured has caused the damage intentionally, or the insured has failed to comply with a safety regulation, or the course of the damage shows a significant deviation from the normal, or there have been at least 3 claims in total under this and other agreements with the Company during the last 12 months. The notice period is two months, cf. sections 3-3 or 12-4 of the Norwegian Insurance Contracts Act.
5. With a two-month deadline where the use of the insured object or the insured's business changes during the insurance period in a way that means that the company would not have taken over the insurance if the new circumstances had existed at the start of the insurance period, or is of significance to the company's ability to reinsure, cf. section 3-3 or 12-4 of the Norwegian Insurance Contracts Act.
6. With a 2-month notice period in the event of repeated failure to pay premiums, cf. section 3-3 or 12-4 of the Norwegian Insurance Contracts Act.

The policyholder may terminate the agreement if the need for insurance ceases to exist or if there are other special reasons, cf. section 3-2, paragraph 2 or section 3-6 of the Norwegian Insurance Contracts Act.

### 13.7 Duration of the insurance agreement and calculation of premium

The insurance is valid from the time the agreement is accepted by the parties or from a later agreed date at 00:00. The insurance is valid until 00:00 on the last date of the agreement period. The same applies to subsequent renewals. It is a condition that the premium is paid within the time specified in the payment notice. If it is a condition that the premium must be paid before the company's liability commences, this will be stated in the insurance certificate for the individual cover.

In the case of payment of premiums in instalments or in the case of partial payment, the company is only liable for damage occurring during the period for which the premium has been paid.

If the premium for a change or extension of the insurance is not paid by the payment deadline, the change/extension will be cancelled.

If a current insurance policy expires during the insurance period, the premium will be credited in proportion to the insurance period for which the premium has been paid and the remaining insurance period.

If the payment deadline specified in the second reminder is not met, the insurance contract will be terminated in whole or in part due to non-payment. In such cases, the company is entitled to premium payments for the period during which the insurance has been in force, according to the following scale:

| Insurance period | Premium as a percentage of the annual premium |
|---|---|
| Up to 1 month | 20% |
| Up to 2 months | 30% |
| Up to 3 months | 40% |
| Up to 4 months | 50% |
| Up to 5 months | 60% |
| Up to 6 months | 70% |
| Up to 7 months | 80% |
| Up to 8 months | 90% |
| Over 8 months | 100% |

An instalment surcharge is applied to premium payments made in instalments

### 13.8 Renewal of insurance

Insurance that is valid for a period of at least one year is renewed for one year at a time, unless the policyholder terminates the agreement within one month of the company sending the ordinary premium notice for the new insurance year.

For the company, the notice period is two months before the expiry of the insurance period. Insurance terms and premiums are subject to change and will take effect from the renewal date.

### 13.9 Identification

Provisions stipulating that the insured party's right to compensation lapses in whole or in part as a result of the insured party's actions or omissions shall apply mutatis mutandis to actions or omissions by persons referred to in section 4-11, second paragraph of the Norwegian Insurance Contracts Act. In commercial activities, this applies to acts or omissions committed by employees who have overall responsibility for the part of the business where the negligence occurred.

### 13.10 Illegal interests

The insurance only covers lawful interests that can be valued in monetary terms.

**13.11 Prohibition of profit**

The insurance shall not result in a profit, but shall only compensate for the actual loss suffered within the scope of the insurance contract. The sum insured does not constitute proof of the value of the item or interest.

**13.12 Choice of law**

Norwegian law applies to the insurance agreement to the extent that this does not conflict with the Norwegian Act on Choice of Law in Insurance of 27 November 1992 on, or unless otherwise agreed.

**13.13 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.

**13.14 Currency**

Premium amounts, sums insured, compensation amounts, etc. arising from the insurance contract shall be calculated in Norwegian kroner unless otherwise stated in the contract or insurance certificate.

**13.15** Privacy

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

## 14. 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.

## 15. 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.