

The insurance contract consists of the insurance policy and the terms and conditions of insurance. The insurance policy takes precedence over the terms and conditions. The insurance policy shows the types of cover selected and the scope of the company's responsibilities. The terms and conditions specify what the insurance covers, which exclusions apply and how the compensation is calculated. Provisions applying to all parts of the insurance are listed first. These are followed by the provisions applying to the various types of cover. In addition General Conditions BGE90080 apply to all our insurance policies.

Collective Accident Insurance - Conditions BBPPK100E

Conditions of 01.12.2017. Superseding conditions of 01.08.2017.

This is a translation of the original Norwegian terms and conditions. In case of any discrepancies, the wording of the original shall prevail.

1. Who is covered under the insurance

The insurance covers the named person(s) (Insured) or groups of Insured within clearly defined groups which have been stated in the insurance policy.

1.1. When the insurance covers named person(s) (Insured):

Cover of a named insured under the insurance terminates as from the day when his/her employment with the Policyholder terminates. Cover of any additionally insured spouse/child under the insurance terminates on the same date. The person who is employed instead of the aforesaid person is covered by the insurance when he or she starts working for the Policyholder. The Insurer shall be notified of the change immediately.

1.2. When the insurance covers all groups of Insured:

The insurance either covers all the employees or employees within clearly defined groups as specified in the insurance policy. The total number of Insured is calculated on the basis of the lists which shall be sent to the Insurer every six months or every year. The lists shall be certified appropriately. The deposit premium is based on the number of employees specified in the insurance policy. Any additional premium/premium in excess will be calculated on the basis of the lists received at the end of the insurance year.

In case of an accident, the Policyholder shall send a declaration which is certified appropriately and which confirms that the injured person was employed with the Policyholder at the time of the accident.

1.3. Age of expiry

The insurance expires for the individual Insured at expiry of the insurance year in which the Insured turns 70. An Insured which has been insured from the age of 60 and who wishes to continue the insurance can request continuous cover under the insurance until the age of 75 from the Insurer.

2. When does the insurance cover

The insurance covers accidental injuries which occur at work or during the leisure time, or, if requested, at work and

during the leisure time. This is specified in the insurance policy.

3. Where does the insurance cover

The insurance applies within the Nordic countries. It also applies worldwide in connection with trips and temporary stays.

4. Insurance coverage

The insurance comprises the coverage specified in the insurance policy. Where the sum insured = a number of G: The sum insured always amounts to the basic amount (G) of the Norwegian National Insurance Scheme multiplied by the number of G specified in the insurance policy.

Adjustment will be made each year on the due date. If the basic amount has not been finally decided, the basic amount proposed by the Norwegian Parliament is used.

5. Scope of cover - accidental injury

The insurance covers accidental injury sustained by the insured. Accidental injury means physical injury to the body caused by a sudden and unexpected external physical event - an accident - which happens during the period of

insurance.

The insured event occurs at the time of the accidental injury.

6. Exclusions and general conditions

6.1. Injuries and diseases that are not covered:

Injuries and illnesses which are not covered even though caused by accidental injury:

- injuries and illnesses caused by activities which are excluded on the certificate of insurance and under the terms and conditions
- injuries and illnesses caused by faint, illness or a morbid condition
- injuries and illnesses caused by medical treatment
- dental injuries caused by eating
- disfiguring injuries not affecting the face
- arthritis (inflammation of the joints)
- heart attack, angina
- poisoning caused by food, beverages or stimulants
- infectious diseases caused by infections, stings or bites (e.g. HIV, hepatitis B, borrelia, malaria). However, wound infections and blood poisoning are covered
- psychological disorders. However, post-traumatic stress disorder (PTSD) is covered, provided that the diagnostic criteria specified in the international classification system, ICD 10-F43.1 (PTSD) are met.

The condition must have arisen as a result of or concurrently with an accidental injury.

If it is likely that a morbid condition or disposition has contributed to the injury, the compensation will be reduced. The compensation will be reduced in relation to the impact which the morbid condition or disposition has had on the injury.

6.2. The insurance does not give a right to compensation

For illness or injury arising from (the exception does not apply to children under 16 years):

- base and bungee jumping
- flying in micro-light and ultra-light planes
- boxing, wrestling, judo and karate or other martial arts and self-defence sports
- racing with car, motorcycle, snowmobile and boat
- performance of professional sports. Sport is considered professional if it involves an income or sponsorship amounting to 1 G or more per year (G = basic amount of the Norwegian National Insurance Scheme)
- professional diving
- diving without a valid international scuba-diving certificate (PADI, CMAS, NAI) for the actual depth,
- abuse of medicine
- ingestion of narcotic drugs
- participation in fights or crimes
- expeditions and similar trips. This means traveling to areas which are difficult to reach, without public communications, with poor infrastructure and which often require special equipment. Circumstances characterising such travel will be, for example:
 - the trip requires specific health/physical conditions
 - the trip requires special skills/training/preparations
 - the purpose of the trip is to explore/examine/break down barriers
 - the travel operator organises special emergency routines for evacuation, medical personnel, search and rescue etc.

6.3. Intentional and grossly negligent acts

If the insured has caused the insurance event deliberately, the company is not liable. If the insured caused the insurance event with gross negligence, the company's liability may be reduced or lapse. The exception for willful and grossly negligent acts does not apply if the insured could not comprehend the consequences of his or her action due to his or her age or state of mind.

Suicide or attempted suicide is covered only if caused by acute mental confusion, and not mental disease in a regular medical sense.

6.4. Risk of war

The insurance covers risk of war during foreign holidays when the insured is already present in the area where war breaks out, or other serious disturbance takes place, see General Terms and Conditions BGE90080, section 1.3. This applies only when the area was considered to be peaceful before departure. The cover is limited to one month. The extension does not include military personnel.

Coverage for risk of war beyond what is regulated in this section can be arranged by payment of an additional premium.

6.5. Earthquakes and volcanic eruptions

The provisions of the General Terms and Conditions BGE90080 to the effect that the company is not liable for loss, injury or damage due to earthquakes and volcanic eruptions do not apply to foreign travel.

6.6. Profession - change of risk

The premium is determined on the basis of the insured's work/profession. Changes must be reported to the company, which determines whether the insurance can continue and at what premium. If a change that requires a higher premium is not reported to the company before the first premium payment after such change took place, the compensation will be reduced proportionately.

7. Other provisions applying to the insurance

7.1. Notification of claim

The claimant forfeits his/her right to claim compensation if the claim has not been notified to the Insurer within one year from the time when the claimant acquired knowledge of the circumstances on which the claim is based. Where the Insurer rejects the claim for compensation in whole or in part, the claimant forfeits his/her right to compensation if legal proceedings have not been initiated or assessment by a committee has not been claimed within 6 months after he/she received a written notification of the rejection. The notification shall comprise the time limit, how the time limit can be cancelled and the consequences if the time limit is not observed; cf. s. 18-5 of the Norwegian Insurance Contracts Act.

7.2. Duty of disclosure in connection with settlement of the compensation/indemnity

The claimant must present the information and documentation available to him/her and which the Insurer will need in order to consider the claim.

7.3. Furthermore, the following applies to the insurance:

The General terms and conditions BGE90080.

8. Claims settlement benefit/compensation

8.1. Death

8.1.1. If the injury results in death within one year

- the death benefit will be paid with the sum insured specified in the insurance policy. Any compensation for disability paid in connection with the injury will be deducted from the death benefit.

If the sum insured is specified in number of Gs, the compensation amounts to the basic amount of the National Insurance Scheme (G) at the time of the settlement multiplied by the number of Gs specified in the insurance policy. If the Insured dies due to another cause within one year after the accidental injury, no death benefit will be paid.

8.1.2. Payment of the death benefit

8.1.2.1 Payment will be made pursuant to s. 15-1 of the Norwegian Insurance Contracts Act. Unless otherwise stated, the death benefit will be paid to the surviving spouse. No person will be considered a spouse when a divorce decree has been issued or a grant for divorce given at the time of the death. This applies even though the findings thereof are not enforceable or final. If the Insured does not leave a spouse behind, the death benefit shall be paid to the heirs in pursuance of the legislation or will.

8.1.2.2 Individual beneficiary designation pursuant to s. 15-2 of the Norwegian Insurance Contracts Act. If the Insured has appointed a beneficiary in a will or separately in the agreement, subs. 8.1.2.1 does not apply to the respective person.

8.2. Disability

If the accidental injury results in disability within three years and the condition is presumed to be permanent, compensation for disability will be paid. In case of total permanent disability, the entire sum insured will be paid. In case of partial disability, a correspondingly smaller part of the sum insured will be paid. Where the sum insured for disability is specified in number of Gs, the maximum compensation will be calculated according to the G applying at the time of the accident.

If the Insured dies later than one year after the accident, the compensation for disability will be paid provided that it is presumed that the injury would have resulted in permanent disability. If the Insured dies within one year after the injury, no compensation for disability will be paid.

If the Insured is above the age of 62 when the accident occurs, the compensation is reduced by 2.6% for each year the Insured's age is above 62; however, maximum 20.8%.

Unless otherwise mentioned in the insurance policy, the insurance does not cover disability below 15% of that part of the sum insured which exceeds 23G. If agreement has been made on exclusion of minor disability, the insurance does not cover disability amounts which do not exceed the amount mentioned in the insurance policy.

8.2.1. Calculation of the degree of disability

8.2.1.1. The degree of disability is determined by a specialist/physician/ medical practitioner based on the regulation on compensation for permanent injury in case of industrial injury of 21 April 1997, on the basis of the functional defect which the accident has caused.

8.2.1.2. Assessment of the disability in connection with previously reduced functionality. If a limb or organ does not have any functional ability prior to an accident, no compensation will be paid in the event this limb or organ is lost or injured. If a limb or an organ had previously partly been lost or had no functional ability, deduction will be made for this when determining the degree of disability.

8.2.1.3. Disfiguring injuries/dental injuries. Injury which is solely disfiguring and dental injuries do not give the right to compensation for disability.

8.2.1.4. Assessment of the disability/payment of compensation.

The degree of disability is assessed one year after the accident, at the earliest. If the sum insured is specified in number of Gs, the compensation amounts to the basic amount of the National Insurance Scheme (G) at the time of the accident multiplied by the number of Gs specified in the insurance policy.

If one of the parties believes that the degree of disability can change considerably, final assessment can be postponed.

The Insured shall accept to be examined by a medical practitioner chosen by the Insurer. If the Insured does not accept that, the Insurer can stop the payment of compensation. The examination will be paid by the Insurer.

If it is presumed that the condition may be improved by means of surgery or other treatment, and if the Insured refuses such treatment without reasonable cause, the possibility of improvement by means of such treatment must be taken into consideration when the final degree of disability is determined.

8.2.2. Expenses for treatment

This only applies to people who are members of the Norwegian National Insurance Scheme.

The insurance covers the expenses for treatment within two years from the date of the accident. Until that point in time, the following expenses are covered by up to 5% of the sum insured for disability:

- medical practitioner and dentist. The insurance has been extended to cover necessary expenses for treatment of dental injuries which are treated within 3 years from the date of the accident. Dental injury resulting from mastication is excluded
- bandages and medicine prescribed by a medical practitioner or dentist
- prosthesis
- treatment and hospitalisation as well as physiotherapy or chiropractor treatment prescribed by a medical practitioner
- travel to and from the home to the place of treatment as mentioned above.

The insurance only covers expenses in relation to reasonable means of transport with regard to the condition of the Insured.

Expenses for stay at hotel, home for convalescents and the like are not covered. Expenses for stay/treatment at private hospitals or general practitioners without subsidies from the public are not covered. The Insured shall present a list of expenses which he/she claims to be repaid and is only entitled to be repaid that part of the expenses which exceeds what can be claimed from other sources. The assessment is subject to a deductible of NOK 1 000.

9. Payment of compensation

9.1. Payment of the death benefit

The benefit will be paid as soon as the Insurer has had reasonable time to clarify the responsibility and calculate its final liability.

9.2. Payment of compensation for disability

The compensation will be paid as soon as the medical disability has been determined by a medical specialist approved by the Insurer and the Insured.

10. Interest on the compensation

The Insurer shall pay interest on the compensation two months after the notification of claim was sent to the

Insurer; cf. s. 18-4 of the Norwegian Insurance Contracts Act.