Health Insurance

Terms and conditions – 25.09.20

Vertikal Helse
en del av If

Information concerning terms and conditions

Terms document Health

General conditions

Terms document health

This is a translation from the Norwegian Health Insurance terms. In case of discrepancy, the Norwegian wording prevails.

1 Who the insurance covers

1.1 The insurer
If Skadeforsikring NUF (If) is the Insurer for this insurance.

Vertikal Helse is a subsidiary of If and has, pursuant to the agreement with If, been granted the right to sell and manage health insurance and to manage the medical follow-up of all claims. Vertikal Helse is a specialist medical company and not an insurance company.

1.2 The Policyholder
The Policyholder means the person, or persons, who have entered into an insurance agreement with If in accordance with the certificate of insurance.

1.3 The Insured
The Insured means the person, or persons, eligible for treatment under this insurance agreement.
The insurance covers those listed in the certificate of insurance with permanent address and residence in the Nordic countries who are eligible for treatment under the publicly funded Norwegian health service.

Employees
When entering into the insurance agreement and in connection with subsequent enrolment of additional insured persons, each employee must be fully fit for work in order to be eligible for treatment under this insurance agreement. Fully fit for work means being able to perform income- generating work in a full-time (100%) position.

Employees with a permanent partial disability who are otherwise fully fit for work in the position they hold are also included.

Co-insured
The spouse, cohabitant and children of the Insured may buy their own health insurance for an additional premium.

2 When the cover applies

The insurance event must occur during the insurance period.

The insurance runs for one year at a time and is automatically renewed if neither the Policyholder nor If have given notice that the insurance agreement will cease.

2.1 Cessation of cover
The rights of the Insured shall lapse automatically upon expiration of the agreement. The Insured's right to cover under the insurance shall lapse from the time at which:

- the Insured is no longer eligible for treatment under the publicly funded Norwegian health service.
- the Insured is no longer employed by the company.

However, the Insured may remain covered after the employment relationship between the Policyholder and the Insured ends if a separate agreement is entered into concerning continuation insurance.

In the event that the insurance lapses (is not renewed), If shall cover treatment expenses for up to 12 months for insurance events reported to If during the insurance period, up to a maximum of the upper insurance sum agreed. If the insurance is transferred to another insurance company expenses for investigation, treatment or surgery shall be covered for up to three (3) months after the agreement lapses.

3 Where the cover applies

The insurance covers assessment, treatment and surgery in Norway, as described in Item 5.1. If the company is unable to identify available capacity in Norway, equivalent assessment, treatment and surgery in a different European country shall be covered.

4 What is covered

4.1 What the insurance covers
The insurance covers reasonable and necessary expenses incurred for assessment, treatment and surgery under the specialist health service when:

- the Insured is issued with a new referral for assessment, treatment or surgery during the insurance period, or
- the waiting time in the Norwegian public health service exceeds the agreed treatment warranty period specified in the certificate of insurance.

4.2 The insurance event

The insurance event is deemed to have occurred when the Insured reports a new claim with a new referral for assessment, treatment or surgery.

Requirements concerning the referral:

- Must document the necessary medical indication to initiate assessment and treatment.
- Must be issued during the last 12 months before Vertikal Helse receives the referral from the Insured.
- Referrals for specialist consultations must be issued by a physician or other healthcare professional authorised to make referrals. The referrer must hold Norwegian government-approved authorisation.
- Referrals for treatment or surgery must be issued by a specialist physician holding Norwegian government-approved authorisation and who works in the specialist health service. A specialist in general medicine is not defined as a specialist physician in this context.

Referrals for assessment, treatment or surgery that have already been initiated when the insurance comes into force shall not be considered a new insurance event.

4.3 Pre-approval

All expenses relating to assessment, treatment and surgery must be pre-approved in writing by Vertikal Helse. Vertikal Helse will book appointments for assessment, treatment and surgery, unless otherwise agreed.

4.4 Treatment warranty

The insurance shall apply when the waiting time for assessment, treatment or surgery in the public health service exceeds the agreed treatment warranty period. The treatment warranty period includes all days except Saturdays, Sundays, statutory holidays and bank holidays, Christmas Eve and New Year's Eve. The agreed treatment warranty period is specified in the certificate of insurance.

The treatment warranty period is calculated from the time at which Vertikal Helse receives the necessary documentation describing the need for treatment in the form of a valid referral and signed authorisation from the Insured.

If a need for treatment arises while abroad, the Insured must pay the expenses for transport to Norway themselves. The treatment warranty period shall commence from the date on which the Insured arrives in Norway.

Vertikal Helse guarantees that the first assessment or treatment after an insurance event has occurred will take place within the guaranteed number of working days specified in the certificate of insurance. If the treatment warranty period cannot be met, compensation of NOK 600 per working day shall be paid from the expiration of the treatment warranty period until assessment or treatment is initiated, but for no longer than 30 working days.

Nonetheless, the treatment warranty period shall not apply if the assessment, treatment or surgery must be postponed due to:

- Medical reasons.
- A need to clarify that a new insurance event has actually occurred.
- A need for a specially qualified place of treatment.
- Circumstances outside the control of Vertikal Helse or the place of treatment.
- The Insured not accepting the offer of assessment, treatment or surgery.
- The Insured desiring assessment, treatment or surgery after the expiration of the treatment warranty period.
- Circumstances on the part of the Insured.

In such circumstances, the Insured shall be entitled to a justification of why the treatment warranty period cannot be met.

5 The insurance coverage

5.1 What the insurance covers

The insurance covers assessment, treatment or surgery through the specialist health service. The interventions must be medically necessary to improve functional ability, or have rehabilitative objectives, and must be performed by authorised healthcare professionals.

The insurance covers assessment and treatment interventions available in the Norwegian public health service and that are based on scientific documentation or established, recognised clinical practice in Norwegian medicine. The treatment must be knowledge-based and medically necessary for the relevant injury or illness.

In the event of disagreement between specialist physicians regarding the choice of assessment or treatment method, Vertikal Helse may decide that a recommendation from a specialist physician in the Vertikal Helse network must be followed.

Choice of place of treatment

Based on information about the Insured and the referral received, Vertikal Helse will choose a place of treatment that can perform assessment and treatments

within the Insured's treatment warranty period.

The Insured is free to reject the offered place of treatment, but in these circumstances is not then entitled to treatment under the policy.

In situations in which it is not possible to access a hospital in Norway within the treatment warranty period, a European hospital may be chosen.

5.1.1 Consultation with specialist physician
The insurance covers consultation with a specialist physician when the Insured has been referred to a specialist physician by a physician or others authorised to make referrals. Consultations with specialist physicians are also covered when the consultation is part of the follow-up after surgery or treatment.

Specialist physician means a physician authorised as a specialist in accordance with the criteria set down by the Norwegian Directorate of Health who provides diagnostics and treatment as part of the specialist health service in the Norwegian public health service. A specialist in general medicine is not defined as a specialist physician in this context.

5.1.2 Second opinion for a pre-existing diagnosis and treatment
The insurance covers one second opinion for a pre-existing diagnosis, proposed or initiated treatment or previously performed treatment, if requested by the Insured. The request must be made via Vertikal Helse, which will acquire a medical specialist from within its network. A specialist in general medicine is not defined as a specialist physician in this context.

5.1.3 Treatment through private specialist health services
The insurance covers reasonable and necessary expenses for surgery, necessary follow-up consultations or other hospital treatment through private health services as a direct result of an insurance event that has occurred, when the Insured cannot be treated by the Norwegian public health service within the agreed treatment warranty period specified in the certificate of insurance.

The insurance also covers treatment interventions other than surgery and hospital treatment for a period of up to nine (9) months from initiation. Treatment intervention means treatment for which a specialist physician has made a referral. The interventions must be medically necessary to improve functional ability and must be performed by authorised healthcare professionals.

5.1.4 Personalized cancer treatment
The insurance covers personalised cancer treatment, including diagnostics and treatment, based on scientific documentation. Diagnostics and treatment must be recommended and justified by a specialist in oncology within the Vertikal Helse network.

5.1.5 Rehabilitation
The Insurance covers rehabilitation stays of up to four (4) weeks or outpatient rehabilitation for up to 20 working days. The rehabilitation must be prescribed by a relevant specialist physician and must be provided by authorised healthcare professionals. Rehabilitation must be necessary and a direct result of an insurance event that has occurred and is covered by Item 5 of the insurance. Rehabilitation must be medically necessary to improve functional ability and a retraining potential must exist. All rehabilitation must be pre-approved by Vertikal Helse.

5.1.6 Personal medical adviser
In connection with a need for treatment, the Insured will be assigned a personal adviser from Vertikal Helse, who will assist throughout the entire treatment process.

If desired by the Insured and written authorisation is submitted to Vertikal Helse, a personal adviser will be able to provide information to a representative of the next of kin concerning the Insured's treatment process.

5.1.7 Physical treatment
Physical treatment that is medically necessary to improve functional ability, illness or injury will be covered, subject to referral from a relevant specialist physician working in the specialist health service. A specialist in general medicine is not defined as a specialist physician in this context.

The insurance covers physical treatment from a:

- offentlig godkjent fysioterapeut,
- government-approved physiotherapist,
- manual therapist,
- chiropractor,
- osteopath who is a member of the Norwegian Association of Osteopaths or
- naprapath who is a member of the Norwegian Association of Naprapaths.

Physical therapy not requiring a referral
If the insurance also covers an agreed number of appointments for physical therapy not requiring referral from a specialist physician, this will be specified in the certificate of insurance. The agreed number of appointments for physical therapy shall apply for a

12-month period running from the initial treatment date.

5.1.8 Psychological counselling
The insurance covers up to ten treatments with a psychologist within Vertikal Helse's network of psychologists, subject to a referral from a physician, within a 12-month period running from the date of the initial treatment and 12 months must pass from the date of the last treatment covered by the insurance until further treatment may be claimed.
Treatment may also be provided digitally via digital treatment programmes or video consultations with a psychologist.

5.1.9 Crisis therapy
The insurance covers up to 12 hours of psychological first aid as a result of psychological reactions caused by sudden and unforeseen events such as violence, robbery, serious traffic accident or death when the Insured has either been affected by, or was present at, such events without personally being physically injured. The cover is valid for all permanent members of the Insured's household.

5.1.10 Medicines
The insurance covers reimbursement of the co-payment for prescription medication prescribed by an attending specialist physician in connection with an insurance event that has occurred. Coverage is limited to a maximum of three (3) months' consumption from the initial collection after the prescription was issued.

5.1.11 Travel and accommodation
When assessment, treatment or surgery in connection with an insurance event that has occurred is booked by Vertikal Helse, the insurance shall cover the following travel and accommodation expenses:

- Travel expenses when the travel distance between home and the place of treatment exceeds fifty kilometres in one direction. Travel expenses shall be reimbursed in accordance with government rates for patient travel.
- Flights and hotel bookings when made by Vertikal Helse.
- Per diem shall be covered in accordance with government rates for patient travel.
- Accommodation shall be covered by prior approval from Vertikal Helse if medically necessary.

If agreed with Vertikal Helse in advance, expenses for one travel companion may be covered if medically necessary.

However, travel and accommodation expenses relating to physical therapy or psychological treatments are not covered, even if such treatment is linked to an insurance event that has occurred.

5.1.12 Technical aids
The insurance shall cover expenses for medically indicated technical aids in connection with surgery or treatment up to a maximum limit of NOK 10,000. The attending specialist physician must document that the need is linked to an insurance event that has occurred. Technical aids shall not be covered by the insurance if the Insured is eligible for reimbursement from Helfo for the expenses.

5.1.13 Addiction
The insurance shall cover expenses for one treatment scheme for substance abuse and gambling addiction, up to NOK 150,000. There must be a medically indicated referral from a physician and 12 months must pass from the date of the last treatment covered by the insurance before a new treatment scheme may be claimed.

The insurance covers rehabilitation from:

- alcohol,
- drugs,
- addictive medications and,
- gambling.

5.2 What the insurance does not cover

5.2.1 Wilfully self-inflicted injury or illness
The insurance does not cover treatment caused by intentionally self-inflicted injury or illness.

5.2.2 Immediate assistance and urgent treatment
The insurance does not cover emergency treatment.

5.2.3 General practitioners and specialists in general medicine
The insurance does not cover consultations with general practitioners and specialists in general medicine. However, digital medical services or video consultations with providers with which Vertikal Helse has an agreement are still covered.

5.2.4 Psychiatrists and treatment at a psychiatric institution
The insurance does not include assessment or treatment by a psychiatrist or at a psychiatric institution.

5.2.5 Preventative treatment, vaccination etc.
The insurance does not cover preventive treatment, vaccinations, hyposensitisation, ordinary medical examinations and screening examinations for which there is no underlying suspicion of somatic illness or medical certificates to document health condition. This

includes but is not limited to preventive treatment on the basis of genetic testing.

5.2.6 Glasses, contact lenses, eye tests etc.
The insurance does not cover glasses, contact lenses, vision tests, surgical interventions such as vision correction surgery, or laser surgery for the purpose of correcting refractive defects in the eye when this is not due to an insurance event that has occurred.

5.2.7 Dentistry
The insurance does not cover assessment, treatment or surgery performed by a dentist or specialist dentist.

5.2.8 Transplantation
The insurance does not cover organ donation or organ transplants.

5.2.9 Dialysis treatment
The insurance does not cover dialysis treatment.

5.2.10 Contraception,infertility,pregnancy and congenital malformations
The insurance does not cover:

- Assessment and treatments related to contraception.
- Assessment and treatments related to involuntary childlessness.
- Foetal diagnostics or follow-up related to pregnancy.
- Sterilisation or surgery intended to reverse the effects of or relieve disorders after previously performed sterilisation.
- Assessment and treatments related to congenital malformations, conditions or disease.

5.2.11 Cosmetic surgery and treatment
The insurance does not cover cosmetic treatment and surgery, unless indicated on the basis of injuries or illness that the Insured has incurred during the insurance period and the injury is covered by the insurance. Examination, treatment, surgery or repeat surgery and complications arising from previous cosmetic treatment and surgery are also excluded.

5.2.12 Treatment of obesity
The insurance does not cover assessment, treatment or surgery and other treatment relating to generalised or localised obesity (including but not limited to lipoedema). Treatment, surgery or repeat surgery and complications arising from previous assessments and treatment of obesity are also excluded.

5.2.13 No show at appointment
The insurance does not cover expenses for agreed assessment, treatment or surgery if the Insured fails to attend.

5.2.14 Gender reassignment surgery
The insurance does not cover expenses for assessment, treatment or surgery in connection with gender correction issues.

6 Sums insured

The sum insured is stipulated in the certificate of insurance.

7 Deductibles

If an excess has been agreed, this will be stipulated in the certificate of insurance.

8 Safety regulations

No special safety regulations apply to this insurance.

9 Duties of the Insured in the event of damage

9.1 Notification of treatment
Vertikal Helse must be notified of the need for treatment as soon as possible after the attending physician has made a referral to a specialist physician or prescribed treatment or surgery.

9.2 Duty of disclosure and documentation
The Insured has an obligation to obtain and submit all of the necessary documentation that confirms that the circumstances that led to the specialist consultation, treatment and/or surgery are covered by the insurance, as well as the documentation necessary to establish the basis for the claim.

Vertikal Helse reserves the right to undertake additional assessment in connection with an insurance event in order to establish the legitimacy of the claim for compensation. The Insured must provide Vertikal Helse with all possible assistance in connection with this, including submitting to a medical examination at the request of Vertikal Helse.

9.3 Authorization
If an insurance event occurs, the Insured or the insured children's guardian must sign an authorisation form in which he or she consents to Vertikal Helse obtaining opinions and relevant information from all of the doctors, health professionals and health institutions that have examined and/or treated the Insured, both prior to the time of insurance and subsequently.

Through the authorisation form, the Insured exempts

physicians, healthcare professionals and healthcare institutions from the duty of confidentiality. This includes answering all of the relevant questions that If and Vertikal Helse may find necessary to process the insurance case, even if the information could result in the loss or reduction of the Insured's rights under the insurance contract.

9.4 Contact details of the insured

The Insured has an obligation to keep Vertikal Helse informed of their contact details at all times during the treatment warranty period and in connection with other rights the Insured is claiming under the insurance contract.

If the Insured does not respond to requests from Vertikal Helse as soon as possible and no later than within three weeks, this will result in the Insured losing their right to an offer of treatment for the relevant insurance event. In these circumstances, Vertikal Helse will close the case by sending a letter to this effect to the Insured.

If the government covers expenses that the Insured has incurred and been reimbursed for by If, If is, via Vertikal Helse, entitled to a refund of these expenses to the extent that they are covered by the government. In connection with this, the Insured shall authorise Vertikal Helse to claim reimbursement from the relevant public authority.

10 Claims assessment and rules for paying benefits

10.1 Settlement Rules

Vertikal Helse shall pay the expenses covered by the insurance on behalf of If. Vertikal Helse will not make payment until the insurance claim has been received from the Policyholder. Payments are subject to written notice from the Policyholder and attending physician, together with an authorisation.

10.2 Interest

If will pay interest on the compensation or sum insured if more than two months have passed after the insurance event was reported to If through Vertikal Helse.

10.3 Obsolescence

The right to compensation becomes time-barred after three years. The limitation period starts from the end of the calendar year in which the insured received the necessary information about the circumstances on which the claim is based. Nevertheless, the claim will become time- barred no later than ten years after the end of the calendar year in which the insurance event occurred.

General condition

The text in all following terms and conditions is a translation of the original conditions written in Norwegian language. In case of discrepancy(ies) between this translation into English language and the original in Norwegian language, the latter shall prevail.

These conditions apply, unless they are waived in individual industry conditions or on the insurance certificate.

1 The insurance contract

The insurance contract is subject to the provisions of the Insurance Contracts Act (ICA) no. 69 of 16 June 1989.

1.1 The insurance company

If Skadeforsikring NUF, hereinafter referred to as If.

1.2 Contract period

The insurance is valid from 00.00 hours on the date on which the contract is adopted by the parties or a later agreed date. The insurance is valid until 24.00 on the final date of the contract period. The same applies for subsequent renewals.

If there is a requirement for payment of the insurance before If's liability attaches, this is stated on the certificate of insurance for the coverage in question.

1.3 Payment

The insurance must be paid by the deadline stated on the notice of payment.

In the case of instalment payments or partial payment, If is only liable for loss or damage occurring during the period paid for. If a change or extension of the insurance is not paid by the payment deadline, the change/extension shall be cancelled.

When an insurance is cancelled during the insurance period, we are entitled to keep a part of the premium as payment for that period the insurance actually was eligible, unless otherwise is stated in the terms and conditions.

1.4 Renewal of insurance applicable for at least one year

The insurance is renewed for one year, unless the policyholder terminates the contract before the insurance period expires.

1.5 Termination during the insurance period

1.5.1 Termination by the indemnified party

Life insurance

The indemnified party may terminate the life insurance at any time during the insurance year.
Derogations from this provision may appear in collective agreements for group insurance. If this is the case, this will be indicated on the insurance certificate.

Other personal insurance

The indemnified party may terminate other personal insurance
at any time with one month's notice, cf. section 12-3, paragraph 3, of the Insurance Contracts Act.
If the need for cover ceases to exist or there are other specific reasons, the insurance may be terminated immediately.
Derogations from this provision may appear in collective agreements for group insurance. If this is the case, this will be indicated on the insurance certificate.

Non-life insurance

The policyholder may terminate the insurance if the need for cover ceases to exist, the insurance is assigned or other special circumstances arise, cf. section 3-6, paragraph 1, of the Insurance Contracts Act.
In the case of such termination, one month's notice shall be provided. In the case of insurance assignment of the insurance, the notice shall contain information about the assignment date and the assignee, cf. section 3-6, paragraph 2, point 2, of the Insurance Contracts Act. In order for the termination to be covered by the rules on assignment, the new insurance must have essentially the same or a wider scope of coverage.
For group insurance contracts and insurance contracts for businesses that come under section 1-3, (a) to (e), of the Insurance Contracts Act, the right to assign may be removed. If this is the case, this will be indicated on the insurance certificate.

1.5.2 Termination by If

The period of notice for If is two months before the end of the period of insurance. The terms and conditions and price of the insurance may be changed and come into effect on the renewal date.

Termination during the insurance period with less than two months' notice.

If may terminate the insurance with immediate effect if the policyholder has acted fraudulently in connection with the provision of information concerning the risk, cf. sections 4-3 and 13-3 of the Insurance Contracts Act.

If may terminate the insurance with one week's notice

if the policyholder has acted fraudulently in connection with the settlement of a claim, cf. sections 8-1 and 18-1 of the Insurance Contracts Act.

If may terminate the insurance with 14 days' notice if the information received concerning the risk is incorrect or incomplete, cf. sections 4-3 and 13-3 of the Insurance Contracts Act.

Termination during the insurance period with two months' notice.
If may cancel the insurance with two months' notice, cf. sections 3-7 and 12-4 of the Insurance Contracts Act, if such termination is reasonable
and

- the policyholder/indemnified party/insured party has intentionally brought about or been instrumental in bringing about the insurance event; or
- the policyholder/indemnified party/insured party has failed to observe a safety regulation; or
- the course of events differs significantly from normal; or
- during the last 12 months, there has been a total of at least three insurance events under this and other contracts with If; or
- the policyholder/indemnified party/insured party has been involved in fraudulent behaviour towards If pursuant to sections 4-3/13-2 or 8- 1/18-1 of the Insurance Contracts Act; or
- the policyholder has repeatedly failed to meet payment deadlines; or
- policyholder/indemnified party/insured party or anyone who can be identified with them, have made threats against employees of If.
- If is not able to conduct ongoing due diligence of the customer relationship according to the obligations arising from the Money Laundering Act.

If may also terminate the insurance with two months' notice, cf. sections 3-7 and 12-4 of the Insurance Contracts Act, if the use of the object insured or the indemnified party's business changes during the period of insurance in such a way that

- If would not have provided insurance had the new circumstance existed when the period of cover began;
- or this is of importance to If's ability to reinsure.

1.6 Payment when the insurance contract is terminated

If the second notification of the payment due date is not observed, the insurance agreement will cease to be in force, either wholly or in part, due to outstanding payment. In such cases If is due premium for the period the company has been liable pursuant to the provisions of the Insurance Contracts Act chapter 5 and/or 14. The agreement, or those parts of the agreement to which the claim applies, will be cancelled. If is also due a supplement for the following costs:

- policy issuing cost of up to NOK 300 per agreement,
- mortgagee interest of up to NOK 300 per
- insured item, but NOK 600 for leisure boats, as well as
- motor liability corresponding up to two months' premium.

2 In the event of loss

2.1 Loss assessment

If there is reason to demand assessment under the insurance terms and conditions, the following provisions on the procedure shall apply:

An assessment is made by experts and impartial persons. Each party selects a loss assessor. If either of the parties wishes, they can choose a special loss assessor for specific items in the event of consequential loss, who can answer specific questions.

If one party has provided the other party with written notification of the chosen loss assessor, the other party is obliged to provide corresponding information about his own choice within one week of receiving such notification. Before the assessment, the two loss assessors select an arbitrator. If either party demands it, this person must be resident outside the parties' home town and outside the municipality in which the insured event has occurred. If either party fails to select a loss assessor, one will be appointed on his behalf by the court in the judicial district in which the assessment is made. This is also the case if the assessors are unable to agree on an arbitrator.

The loss assessors are responsible for obtaining the information and making the investigations they consider to be necessary. They are also obliged to make their assessment on the basis of the insurance terms and conditions. The two loss assessors make their valuation – answering questions in the event of consequential loss – with no need to bring in the arbitrator. If they are unable to agree, the arbitrator is brought in and, according to the same rules, gives his judgement on the disputed points. If the arbitrator is used, the compensation is calculated on the basis of his judgement. However, the compensation shall remain within the framework of the two loss assessors' appointment.

The parties each pay their own loss assessor. Fees paid to the arbitrator and any other expenses associated with the assessment are borne equally by the parties. However, should If require an assessment in the event of material damage and the other party is a private policyholder, If will cover all costs of associated with the assessment if the policyholder is unwilling to cover his own share. The loss assessment valuations are

binding on both parties.

2.2 Interest on the compensation amount
The indemnified party is entitled to interest under the provisions of section 8-4 or section 18-4 of the Insurance Contracts Act.

2.3 VAT
If does not cover VAT that the insured as a business has the right to deduct.

2.4 Inadequate/incorrectly performed repairs
If is not liable for Inadequate/incorrectly performed repairs, or consequential damages for the repair, unless the new claims are covered by the insurance under the insurance terms.

3 Consequences of fraud

Anyone guilty of fraudulent behaviour towards If ??will lose any claim for compensation against If under this and any other insurance contracts covering the same event. In addition, If shall be entitled to terminate any insurance contract it has with the indemnified party, see the section entitled "Termination during the insurance period" and sections 4-2, 4-3 and 8-1 or 13-2, 13-3 and 18-1 of the Insurance Contracts Act.

4 General Provisions

4.1 Identification
Provitions regarding the insured's right too compensation becoming wholly or partly void as a result of the insured's actions or omissions will be similarly applied with respect to actions or omissions by persons mentioned in FAL section 4-11.

Commercial customers
The acts or omissions that result in a waiver or reduction of the indemnified party's right to compensation result in an equivalent waiver or reduction if they are committed by persons who perform work of a leading nature or by others who have an independent position within the business enterprise. Persons who have an especially independent position are defined as persons who perform job assignments without supervision from others or who perform job assignments for which they themselves are responsible. The indemnified party is equally identified with acts or omissions committed by a third party performing work on behalf of the indemnified party.

4.2 Illegal interests
The insurance covers only legal interests which can be valued in money.

4.3 Prohibition of profit
The insurance shall not result in profit, but only indemnify the actual loss suffered within the framework of the insurance contract. The amount insured does not constitute proof of the value of the property or interest.

4.4 Governing of law
The insurance contract is subject to Norwegian law unless this is in conflict with the Act on Choice of Law in Insurance of 27 November 1992, no. 111, or has been otherwise agreed.

4.5 Currency
The price, amounts insured, compensation etc. arising from the insurance contract are calculated in Norwegian kroner (NOK) unless otherwise stated in the terms and conditions or on the insurance certificate.

4.6 Guarantee scheme for non-life insurance
If is a member of the guarantee scheme for non-life insurance, cf. Chapter 2a of the Guarantee Schemes Act no. 75 of 12 June 1996 and Regulations Relating to the Guarantee Scheme for Non-Life Insurance no. 1617 of 22 December 2006. The scheme will provide security for the indemnified party in the event of If's inability to pay its obligations under existing non-life insurance contracts.

The guarantee scheme covers up to 90% of an individual claim. However, claims under home insurance and compulsory liability insurance have 100% cover. The guarantee scheme does not cover insurance claims in excess of NOK 20 million per claim, per insurance object and per insurance event.

The guarantee scheme does not cover credit insurance, life insurance, energy, insurance, aviation insurance and marine insurance. However, the latter is covered if the insurance relates to ships that are exempt from the registration requirement under section 11, paragraph 2, of the Norwegian Maritime Code no. 39 of 24 June 1994 or fishing vessels up to and including 50 gross tons registered in the Ship Register, cf. section 11, paragraph,1, point 1, of the Maritime Code.

The guarantee scheme does not cover business insurance when the insurance relates to an entity which at the inception of the contract or its subsequent renewal fulfils at least two of the following conditions
- has more than 250 employees
- has a turnover of at least NOK 100 million according to the

most recent annual report
- has assets of at least NOK 50 million according to the most recent balance sheet.

For further details, please see the above-mentioned Guarantee Schemes Act and Regulations Relating to the Guarantee Scheme for Non-Life Insurance.

4.7 Nuclear damage
If is not liable for loss or damage, or increased loss or damage, directly or indirectly caused by or associated with nuclear damage – for whatever reason – from nuclear matter, cf. section 1, (c) and (h), of the Act Concerning Nuclear Energy Activities (Nuclear Energy Act) no. 28 of 12 May 1972. This exemption from liability does not apply to the use of radioisotopes as specified in section 1 (c) of the above Act and which is legal under the Act on Radiation Protection and Use of Radiation no. 36 of 12 May 2000.

This limitation applies to the extent that it is not expressly stated on the insurance certificate that it has been waived.

4.8 War
If is not liable for loss or damage, or increased loss or damage, directly or indirectly caused by or associated with war or war-like action, whether war has been declared or not, riots or other similar serious disturbances of public order.

4.9 Terrorism
For insurance of buildings, machinery, moveable property, goods and operating losses associated with business activity and public services and buildings/ loss of rent relating to housing cooperatives/jointly-owned property, liability for damages is limited to EUR 50,000,000 per event if the compensation relates to damage caused by or associated with an act of terrorism. For insurance objects and interests that are outside the Nordic countries, Estonia, Latvia or Lithuania, damage caused by or associated with an act of terrorism is not covered.

An act of terrorism is defined as an unlawful, harmful event aimed at the general public, including acts of violence or the dangerous spread of biological or chemical substances – and which appears to have been carried out for the purpose of exerting influence on political, religious or other ideological bodies or inducing fear. An event covers all the damages affecting If and its parent company and other branches' policyholders in the Nordic countries, Estonia, Latvia and Lithuania within a time frame of 48 hours. If the defined limit per event is exceeded, the indemnified party must bear a proportionate reduction of the compensation amount.

This limitation applies to the extent that it is not expressly stated on the insurance certificate or in the personal insurance or travel insurance terms and conditions that it has been fully or partly waived.

4.10 Earthquakes and volcanic eruptions
If is not liable for loss or damage, or increased loss or damage, directly or indirectly caused by or associated with earthquakes and volcanic eruptions. This exemption from liability applies to the extent that it is not expressly stated in the industry conditions that it has been waived.

4.11 Violations of international law
If P&C Insurance shall not be deemed to provide cover or to be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose If P&C insurance to any sanction, prohibition or restriction under United Nations resolution or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and Northern Ireland, Norway or United States of America.

This limitation cannot be waived by agreement.

4.12 Jurisdiction
Disputes arising from the insurance contract shall be settled by a Norwegian court, unless this is contrary to mandatory rules contained in current legislation or unless otherwise agreed.

4.13 Personal data
We are processing personal data of our customers in compliance with the applicable insurance and data protection legislation. More information about processing personal data can be found at: https://www.if.no/behandling-av-personopplysninger.

4.14 Traffic insurance fee
If collects traffic fee to the state and the fee must be paid for all registered vehicles under 7500 kg. Payment of the fee is a precondition for an insurance contract. If the fee is not paid for insured vehicle the insurance is cancelled, see Chapter 1 The insurance contract.

4.15 EU complaint portal
The EU complaint portal can be used in matters relating to the prurchase of services and goods online. The complaint portal has primarily been created for cross-border cases where the parties are in different countries, but this does not exclude the possibility that national cases can be filed. Link to the portal can be

found on www.if.no under the heading “Si opp eller klage”. In the complaint portal when asked to fill in If’s email, use: kundeombudet@if.no