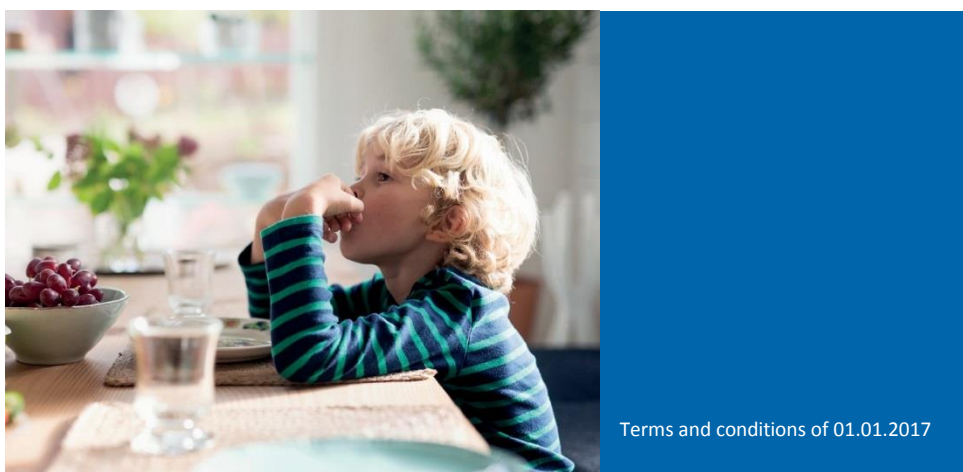


## Terms and Conditions of Insurance LOfavør Group Home Contents Insurance



This translation has been prepared in order to assist non-Norwegian speaking members of LO's Group insurance arrangement. The English version of the wording is not legally binding. In the event of errors, omissions or uncertainty in the interpretation of this English version, the Norwegian terms and conditions will always form the basis for determining the coverage provided.

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## General information

Terms and Conditions for LOfavør Collective Home Insurance Policy of 1 January 2017. These replace the terms and conditions of 1 May 2015.

These terms and conditions apply to insurance for home contents and personal belongings (home insurance). Information on amendments to the terms and conditions of insurance is provided in membership newsletters (union newsletters).

"The Company" means SpareBank 1 Skadeforsikring AS. Norwegian business enterprise registration number NO 915 651 232 The insurer for identity theft assistance, sub-section 4.12.1, is BNP Paribas Cardif Försäkring AB, Swedish business enterprise registration number 516406-0567.

This policy is governed by the Norwegian Insurance Contracts Act of 16 June 1989 and other legislation. The insurance certificate and terms and conditions take precedence where they differ from non-mandatory statutory provisions.

### **In the event of a claim**

#### **Claim deadline**

The right to compensation lapses if the claim is not reported within one year of the insured becoming aware of the circumstances on which the claim is based.

#### **Right to complain**

Complaints in connection with a settlement of claim must be sent to:  
SpareBank 1 Forsikring Klageservice (Complaints Service), Postboks 778 Sentrum, 0106 OSLO or  
Finansklagenemnda (Norwegian Financial Services Complaints Board), Postboks 53 Skøyen, 0212 OSLO.

## Insurance Certificate – LOfavør Collective Home Insurance

This insurance certificate confirms that you are insured under the agreement between the Norwegian Confederation of Trade Unions (LO) and SpareBank 1 Skadeforsikring AS.

1. The cover is valid from the date the union approves membership. The cover is valid for as long as the membership lasts.

2. The cover applies at the member's permanent place of residence in the Nordic region. The cover also applies in other areas specified in the terms and conditions of insurance.

3. Loss or damage must be reported to the Company without undue delay. The insured loses the right to compensation if a claim is not reported to the Company within one year of the insured becoming aware of the circumstances upon which the claim is based.

4. All claims received by insurance companies are registered in the Norwegian Insurance Central Claims Register (FOSS). Policyholders have the right to inspect the register pursuant to the Norwegian Personal Data Act.

5. If you are dissatisfied with something, you can do one of the following:

- Call us on 02300.
- Submit an electronic complaint via [sparebank1.no/klage](http://sparebank1.no/klage).
- Submit a written complaint to SpareBank 1 Forsikring Klageservice, Boks 778 Sentrum, N-0106 Oslo.

If we cannot reach agreement, our decision can be appealed to the Complaints Board for LOfavør Collective Home Insurance, Basic Insurance and Leisure Accident Insurance. You can also lodge a complaint with the Norwegian Financial Services Complaints Board.

6. Information about the insurance scheme is distributed via the union.

The terms and conditions and further information can be found on [www.lofavor.no](http://www.lofavor.no).

### Did you know that:

- Home contents cover is included in your membership?
- No upper limit applies to the sum insured?
- 20% of people have multiple home contents policies? If you have other home contents cover, you should cancel it to avoid paying double.
- Combining LOfavør Collective Home with a LOfavør Homeowner's Insurance Policy provides you with more benefits.

### Important to know:

- If you own a house you must have separate insurance for the house.
- You may also require special cover for national dress outfits (bunads), jewellery, photographic equipment, and other belongings when used outside the home.
- If you own very valuable items or collections you should take out additional cover.

SpareBank 1 provides the cover in LOfavør. Contact us to review your insurance needs.

## Safety and security precautions and limitations of liability

### Limitations of liability in the event of changes in risk, etc., cf. sections 4-6 and 4-7 of the Insurance Contracts Act.

The insured must do whatever may be reasonably expected to prevent or limit loss or damage. The Company's liability may be reduced or lapse if:

- the home is used, in part or in full, for any purpose other than just residential purposes.
- the home is vacated, i.e. is no longer used as a home. This does not apply in the event of a fire or loss or damage due to natural disasters (natural damage).

### Safety and security precautions, cf. section 4-8 of the Insurance Contracts Act

The safety and security precautions are intended to prevent the risk of loss or damage or limit loss or damage. If the insured fails to comply with them, or ensure compliance with them, the Company's liability may be reduced or lapse entirely.

#### Fire

The home must have:

- approved smoke alarms that are positioned such that they can clearly be heard in bedrooms.
- a fire hose that can reach all rooms in the home or 6 kg powder extinguishers.

#### Water

The insured must ensure that:

- all rooms in the building are adequately heated to avoid frost damage.
- washing machines/dishwashers must be in rooms with a drain or fitted with a stop valve.

#### Theft/burglary protection

- Buildings must be properly protected against theft and vandalism. Doors, windows and other openings must be closed and locked, not left ajar for ventilation. Keys must be kept inaccessible to unauthorised persons.
- In buildings other than residential properties, money, jewellery, cameras, furs and other valuables must be kept in a locked place or similarly secured.
- Items that are temporarily outside the insured location and are not locked away must not be left unsupervised. Containers, lockers and storage units at the insured's workplace must be locked.
- Personal belongings and work equipment left in a vehicle or leisure boat must be kept in a separate, locked boot or similar and out of sight. When personal belongings or work equipment are kept in an externally mounted storage box, it must be locked.
- Personal belongings and work equipment left on a motorcycle must be kept in a separate, locked storage box/bag and out of sight.

#### Locking bicycles

Bicycles and bicycle trailers must be locked when not in use. Bicycles valued in excess of NOK 10,000 must be locked up using a FG-approved bicycle lock (FG = Forsikringssekskapenes Godkjennelsesnevnd – Norwegian Insurance Approval Board).

**Maintenance**

- The insured must ensure that buildings and personal belongings are maintained and supervised in order to avoid damage.
- The insured must ensure that snow is cleared from the buildings' roofs, balconies and terraces in order to avoid damage.
- Work must be performed in accordance with applicable regulations. Electrical, plumbing and heating work must be performed by certified professionals.

**Gas systems and tanks/containers containing flammable liquids and chemicals**

- The manufacturer's instructions/handbook must be followed.
- The authorities' installation, repair, operation, maintenance and inspection rules must be followed.

The rules are described in Norwegian Regulation no. 602 of 8 June 2009 on the handling of hazardous substances with associated guidance and topic-specific guidelines prepared by the Directorate for Civil Protection and Emergency Planning (DSB).

**Packaging/packing**

Insured items that are to be transported must be adequately and appropriately packed to withstand the transport.

**Legal fees**

The insured must obtain the prior approval of the Company for the payment of any fees to experts not appointed by a court.

**Legal costs for out-of-court settlements**

The insured must obtain the prior approval of the Company before entering into an agreement concerning legal costs for out-of-court settlements.

# Terms and Conditions

## Terms and Conditions – LOfavør Collective Home Insurance

T&C's ID: PBK-213.100-004 of 1 January 2017

### 1. Who the policy covers

- The member named in the insurance certificate.
- The member's spouse, registered partner, cohabitant and other members of the permanent household registered at the same address as the member in the Norwegian National Population Register (cohabitants of student members do not need to be registered at the same address in the Norwegian National Population Register).
- Children who are part of the member's household.
- Children who live away from home while taking education or performing compulsory military service and have not registered a change of address in the Norwegian National Population Register.
- A member's own children who do not live with the member are covered until the age of 20.

Flat-shares and similar arrangements are not considered a household.

A person is no longer regarded as being a spouse from the moment a judgement concerning a separation or divorce has been pronounced or a separation or divorce has been granted. This applies even if the decision is not legally enforceable or final.

In the event of an actual separation/breakdown in a relationship, the cover will apply until new cover has been agreed, although for no longer than two months after the parties have moved apart.

In the event of death, the provisions in section 10 apply.

The policy also covers gainfully employed members with a permanent address outside the Nordic region when they are temporarily resident in the Nordic region.

The insurance does not provide benefits for holders of liens in personal belongings.

Upon expiry of the membership, the cover will apply until new cover is agreed, although not for longer than fourteen days after notification has been sent/given to the person concerned that the cover will be terminated. The cover will, under any circumstances, lapse no later than two months after membership has ended.

### 2. Where the cover applies

#### 2.1 Insured location

- The member's permanent place of residence in the Nordic region.
- Another dwelling lived in by the insured within the Nordic region in connection with work or education.

- For up to three years for items that are temporarily outside the insured location within the Nordic region.
- A new place of residence after moving within the Nordic region.
- Places of storage outside the home within the Nordic region.

**The insurance does not cover**

- Holiday homes.
- Homes that are rented out.

**2.2 Special areas of validity**

- The liability cover applies in the Nordic region.
- The legal assistance cover applies in the Nordic region.
- The identity theft cover applies in the Nordic region.
- The occupational injury cover applies where stipulated by the Norwegian Occupational Injury Act.
- Loss or damage due to natural disasters (natural damage) that happens in Norway.



### 3. What is covered

#### 3.1 Home contents and personal belongings

Covered	Not covered
<ul style="list-style-type: none"><li>• Home contents and personal belongings in the home with no upper limit to the sum insured.</li><li>• Home contents and personal belongings in places of storage outside the home up to a maximum of NOK 75,000.</li><li>• Gainfully employed members with a permanent place of residence outside the Nordic region up to a maximum of NOK 300,000 for belongings they have in the Nordic region.</li><li>• Jewellery and gold are covered up to a maximum of NOK 300,000.</li><li>• Other precious metals are covered up to a maximum of NOK 300,000.</li><li>• Individual items and collections are covered up to a maximum of NOK 300,000.</li></ul> <p>"Collections" means, for example, stamps, coins and other collectibles, but not items that are used for their original purpose.</p> <p>Items purchased abroad are subject to a limit equal to the limit for duty-free importation set pursuant to the Norwegian Customs Act and Regulations, currently NOK 6,000. The limit applies per entry. This does not apply if the item has been declared.</p> <p>The sum insured also covers personal belongings owned by others and for which the insured has assumed the risk or has an obligation to insure pursuant to law or a written agreement.</p>	
3.1.1 The following is also covered	
Covered	Not covered

<ul style="list-style-type: none"> <li>• Money and securities up to a maximum of NOK 30,000.</li> <li>• Canoes, kayaks and sailboards.</li> <li>• Non-commercial greenhouses.</li> <li>• Lawnmowers, rotary snowploughs, rotary cultivators, and similar if not capable of speeds greater than 10 km/h.</li> <li>• Detachable accessories and detachable parts for private motor vehicles up to a maximum of NOK 30,000.</li> <li>• Detachable accessories and detachable parts for leisure boats up to a maximum of NOK 30,000.</li> <li>• Vehicles, goods, and boat trailers for private cars and vans up to a maximum of NOK 30,000.</li> <li>• Work equipment and goods stored in the insured location up to a maximum of NOK 100,000, as well as work equipment secured in the workplace up to a maximum of: <ul style="list-style-type: none"> <li>○ NOK 50,000 in a building/container, or</li> <li>○ NOK 10,000 in a lockable locker.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Motor vehicles with fixed accessories.</li> <li>• Tyres and wheel rims for motor vehicles.</li> <li>• Work equipment and goods for self-employed people with regular work outside their place of residence.</li> </ul>
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### 3.1.2 Additional for rented/jointly owned flat (home) and housing cooperatives

Covered	Not covered
<ul style="list-style-type: none"> <li>• Heat pumps (air-to-air) and fixed cooling units.</li> <li>• Additional structural fittings paid for by the insured when: <ul style="list-style-type: none"> <li>○ the fittings can no longer be used because the tenancy has terminated as a consequence of damage, or</li> <li>○ the fittings will not be repaired as part of the building damage.</li> </ul> </li> <li>• Damage to rooms in connection with theft and vandalism pursuant to sub-section 4.3.1 up to a maximum of NOK 40,000.</li> <li>• Damage to hobs for inbuilt cookers due to other damage pursuant to sub-section 4.10.</li> <li>• Damage to building glass and sanitary porcelain due to other damage pursuant to sub-section 4.10.</li> </ul>	

### 3.2 Extra expenses and loss due to a recoverable loss to an insured building

Covered	Not covered
<ul style="list-style-type: none"><li>• Necessary additional expenses for accommodation away from the home when it is uninhabitable as a consequence of recoverable damage to a building, limited to the normal repair time. The accommodation must be approved by the Company in advance.</li><li>• Necessary moving and storage expenses.</li><li>• Expenses for the clearance, removal and disposal of debris.</li><li>• Necessary expenses for the reconstruction of notes, drawings, photographs, data and computer programmes up to a maximum of NOK 50,000. The reconstruction and associated expenses for this must be documented.</li><li>• Loss of gas and water/other liquid in the event of breakage or leaks up to a maximum of NOK 30,000.</li></ul>	

### 3.3 Liability

Covered	Not covered
<ul style="list-style-type: none"><li>• The policy covers personal liability. See the provisions in section 7.</li></ul>	

### 3.4 Legal assistance

Covered	Not covered
<ul style="list-style-type: none"><li>• The policy covers legal assistance. See the provisions in section 8.</li></ul>	

### 3.5 Occupational injury cover

Covered	Not covered
<ul style="list-style-type: none"><li>• The policy includes occupational injury cover. See the provisions in section 9.</li></ul>	

### 3.6 Natural damage

Covered	Not covered
<p>The policy covers loss or damage due to natural disasters (natural damage). See the provisions in the special terms and conditions.</p> <ul style="list-style-type: none"><li>• In addition to this, natural damage that only affects arials and awnings is covered when these are fully installed and screwed/bolted to the building or a foundation on the ground.</li></ul>	

#### 4. What loss and damage are covered

The Company covers accidental and sudden loss or damage as shown below and expenses due to such loss or damage.

- Expenses for maintenance and/or improvements are not covered.

##### 4.1 Fire

Covered	Not covered
<ul style="list-style-type: none"><li>• Fire.</li><li>• Lightning strikes and other electrical phenomena.</li><li>• Explosion.</li><li>• Soot damage.</li></ul>	<ul style="list-style-type: none"><li>• Scorching and spark damage that is not due to fire.</li><li>• Black dust/chemical blackening.</li></ul>

##### 4.2 Water and other liquids

Covered	Not covered
<ul style="list-style-type: none"><li>• Discharges of water or other liquids due to breakage, leaks or flooding from:<ul style="list-style-type: none"><li>○ the buildings pipes and attached equipment</li><li>○ aquariums</li></ul></li><li>• Overground water that penetrates through openings in the building.</li><li>• Water that penetrates through the ground or drainage system in such quantities that it becomes standing water above floor level.</li></ul>	<ul style="list-style-type: none"><li>• Damage in connection with normal use, spillage or condensation.</li><li>• Damage in connection with fungus or rot.</li></ul>

##### 4.3 Theft and vandalism

###### 4.3.1 Theft from and vandalism of a building in the insured's place of residence

Covered	Not covered
<ul style="list-style-type: none"><li>• Theft from a building and vandalism in the event of theft or due to illegal entry into the building.</li><li>• Theft from a storeroom with access via a shared cellar, loft or garage is covered up to a maximum of NOK 75,000.</li></ul>	

###### 4.3.2 Theft from a building outside the insured's place of residence

Covered	Not covered
<ul style="list-style-type: none"><li>• Theft from a building is covered up to a maximum of NOK 75,000.</li></ul>	<ul style="list-style-type: none"><li>• Bicycles, see sub-section 4.3.4.</li></ul>

###### 4.3.3 Theft from the outdoor areas of a private home

Covered	Not covered
<ul style="list-style-type: none"><li>• Theft, as well as vandalism in the event of theft, from a private home's outdoor areas in the insured location that are not</li></ul>	<ul style="list-style-type: none"><li>• Money and securities.</li></ul>

communal areas is covered up to a maximum of NOK 30,000.	
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#### 4.3.4 Theft of prams and bicycles

Covered	Not covered
<ul style="list-style-type: none"> <li>• Theft of prams.</li> <li>• Theft of bicycles and bicycle trailers from a private home's outdoor areas, communal areas, and outside the insured's place of residence is covered up to a maximum of NOK 30,000.</li> </ul>	

#### 4.3.5 Theft of personal belongings from the insured's workplace

Covered	Not covered
<ul style="list-style-type: none"> <li>• Theft of personal belongings from a storage unit is covered up to a maximum of NOK 30,000.</li> <li>• Theft of work equipment and goods from containers and lockable lockers, see subsection 3.1.1.</li> </ul>	<ul style="list-style-type: none"> <li>• Money and securities.</li> </ul>

#### 4.4 Robbery and assault

Covered	Not covered
<ul style="list-style-type: none"> <li>• Loss or damage in the event of robbery or assault.</li> <li>• Bag snatching of, or snatching from, a bag being carried by the insured is covered up to a maximum of NOK 30,000.</li> </ul>	

#### 4.5 Theft from private motor vehicles and leisure boats

Covered	Not covered
<ul style="list-style-type: none"> <li>• Theft of personal belongings and work equipment from vehicles, motorcycles, leisure boats, and externally mounted, lockable storage boxes. Covered up to a maximum of NOK 30,000.</li> </ul>	<ul style="list-style-type: none"> <li>• Components for sound systems for use in vehicles, money, securities, jewellery and watches, mobile phones and similar.</li> </ul>

#### 4.6 Food in freezers/refrigerators

Covered	Not covered
<ul style="list-style-type: none"> <li>• Damage to food due to an unintentional change in temperature.</li> <li>• Damage to freezers/refrigerators due to a recoverable loss involving food.</li> </ul> <p>The claim must be submitted to the Company immediately and the damaged food must be kept for inspection.</p>	

#### 4.7 Loss or damage on board aircraft, vessels or offshore installations

Covered	Not covered
<ul style="list-style-type: none"><li>If the insured's workplace is a vessel or offshore installation, loss or damage to personal belongings due to foundering, shipwreck or theft is covered up to a maximum of NOK 30,000.</li></ul>	<ul style="list-style-type: none"><li>A deduction will be made for any amounts the insured is entitled to from the employer pursuant to the law or an agreement.</li></ul>

#### 4.8 Removals insurance

Covered	Not covered
<ul style="list-style-type: none"><li>The policy covers moving to a new home within the Nordic region and covers accidental and sudden loss or damage of the insured's home contents and personal belongings:<ul style="list-style-type: none"><li>during transport.</li><li>while being carried between the home and a vehicle</li><li>Loss or damage due to theft in the event of temporary storage in connection with moving.</li><li>Loss or damage due to theft during transport is covered up to a maximum of NOK 500,000.</li></ul></li></ul> <p>Individual items and collections are covered up to a maximum of NOK 100,000.</p>	<ul style="list-style-type: none"><li>Theft in connection with moving carried out by a haulier (company).</li><li>Embezzlement or fraud.</li><li>Damage consisting of scratches, peeling, stains and similar.</li><li>Loss or damage to a trailer and non-commercial greenhouse.</li><li>Loss or damage to money and securities.</li><li>Loss or damage to a piano or grand piano.</li><li>Loss or damage to animals or plants.</li></ul>

#### 4.9 Extermination of bedbugs

Covered	Not covered
<ul style="list-style-type: none"><li>Expenses from the extermination of bedbugs in the member's permanent place of residence in the Nordic region. Covered up to a maximum of NOK 50,000.</li></ul>	

#### 4.10 Other loss or damage

Covered	Not covered
<ul style="list-style-type: none"><li>Other accidental and sudden physical loss or damage to the insured's items other than that specified in the sub-sections above.</li></ul> <p>Loss or damage that happens outside the member's place of residence is covered up to a maximum of NOK 30,000.</p>	<ul style="list-style-type: none"><li>The exclusions and limitations specified in sub-sections 4.1-4.9 also apply to this sub-section.</li><li>Sports and recreational equipment when it is being used for its original purpose.</li><li>Remote-controlled vehicles, model aircraft and drones.</li><li>Non-commercial greenhouse and plants.</li><li>Vehicle, van and boat trailers for a private car and van.</li><li>Stamps, coins, money and securities.</li></ul>

	<ul style="list-style-type: none"> <li>• Work equipment and goods.</li> <li>• Leased movables.</li> <li>• Items that have been forgotten/abandoned or with respect to which the cause of loss or damage is not known.</li> <li>• Damage consisting of scratches, peeling, stains and similar.</li> <li>• Loss or damage due to an item's own defects, errors or weaknesses, including if this is due to wear and tear, use or age.</li> <li>• Damage caused by pets such urination, defecation, biting, gnawing, scratching and similar.</li> <li>• Damage caused by condensation/moisture.</li> <li>• Damage caused by bacteria or insects.</li> <li>• Embezzlement or fraud.</li> <li>• Animals. Irrespective of this, loss or damage to the contents of aquariums due to breakage of aquarium glass is covered.</li> <li>• Expenses for reconstruction.</li> <li>• Wind damage to aerials, awnings and similar.</li> </ul>
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#### 4.11 Structural changes for wheelchair users

<b>Covered</b>	<b>Not covered</b>
<p>If a member of the household has become permanently disabled due to an accidental injury, the necessary expenses for structural modifications to adapt the home for the use of a wheelchair are covered. The same applies if a child in the household was born with a disability and needs a wheelchair.</p> <p>If the physical disability does not become apparent until the child is supposed to be walking and the child will need a wheelchair at this time, documentation is required showing that the child's disability is congenital. The above also applies to adopted children if documentation can be produced showing that the child's disability is congenital.</p> <p>Only the remodelling expenses for the home inhabited at the time of the insurance event are covered. The Company must give approval before the remodelling works start.</p> <p>Up to a maximum of NOK 300,000 is covered for each insurance event. The insurance event must have happened during the period of cover and the expenses must have been incurred</p>	

within ten years of the date of the accident or birth.	
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#### 4.12 Identity theft

Covered	Not covered
<p>The policy provides the cover described in the sections below in those cases where the insured has been, or suspects that he or she has been, the victim of identity theft. The identity theft must have happened and be documented during the period of cover.</p> <p>"Identity theft" means situations in which a third party uses the insured's proof of identity with the intention of committing fraud or another criminal act.</p> <p>"Proof of identity" means an identity card (passport, driving licence, bank card), online login details, electronic signature, national identification number, account number, card number, payslip, payment order and any other materials that may be used to identify the insured.</p> <p>Each act, or multiple repeated and connected acts, that happens as a consequence of identity theft shall be considered a single insurance event. There is no excess for assistance.</p>	

##### 4.12.1 Assistance

Covered	Not covered
<ul style="list-style-type: none"> <li>• Assistance and advice intended to limit the extent of loss and prevent financial loss.</li> <li>• Help with establishing whether financial irregularities have occurred and the extent to which this has happened.</li> <li>• Recommendations concerning possible action aimed at preventing further misuse and contributing to losses being covered. Possible action includes help with obtaining account statements, reporting irregularities, rejecting unlawful monetary demands and blocking credit rating measures or removing unlawful comments in credit rating databases.</li> </ul>	<ul style="list-style-type: none"> <li>• Identity theft in connection with the insured's work or business activities.</li> <li>• Acts carried out by the insured's spouse, registered partner, cohabitant, children or parents.</li> <li>• Identity theft that has occurred as a consequence of criminal or negligent acts on the part of the insured or the insured's immediate family. "Immediate family" means spouse/cohabitant, parents/step-parents/foster parents/parents-in-law, siblings, children/stepchildren/foster children/grandchildren/cohabitant's children and the spouses/cohabitants of these people.</li> <li>• The insured's financial loss in addition to expenses for legal assistance.</li> <li>• Expenses linked to loss of seniority or reputation.</li> </ul>



- Indirect costs and loss.

#### 4.12.2 Legal assistance

Covered	Not covered
<p>Expenses for legal assistance are covered up to a maximum of NOK 1,000,000 to assist the insured in connection with disputes in the ordinary courts as a consequence of identity theft. See sub-section 8.2 for information on the disputes that are covered.</p> <p>Legal assistance in connection with disputes in order to amend records of non-payment that are a direct consequence of the identity theft is also covered up to a maximum of NOK 1,000,000. The expenses must be approved by the Company in advance. Section 8 concerning legal assistance also applies to legal assistance as a consequence of identity theft.</p>	<ul style="list-style-type: none"> <li>• The exclusions in sub-section 4.12.1 also apply to this sub-section.</li> </ul>

### 5. Assessment of compensation

#### 5.1 Settlement methods

Claims may be settled as follows:

- repair
- replacement with an equivalent or essentially equivalent item
- cash settlement

The compensation cannot exceed the amount the Company must pay for repair or replacement. The Company can decide the form of settlement, repairer or suppliers that will be used.

If it is not possible to document with an invoice that labour charges have been paid, the labour charges costs will be covered at a rate of 75% of normal prices. VAT is not calculated for labour charges in the case of a cash settlement.

#### 5.2 How compensation is calculated

The loss or damage is assessed on the basis of the cost of replacement/repair to the item's same, or essentially the same, condition immediately prior to the loss happening, based on the prices on the date the loss or damage happened. The replacement cost cannot be set higher than what the Company has to pay for the item. The value of the item after the loss or damage will be deducted.

Where sums are specified in the insurance certificate or terms and conditions, the loss or damage will be covered up to the specified sums.

#### 5.3 Rules governing compensation for home contents

Deductions from the repair and replacement cost are assessed on the basis of age, wear and tear, probable service life and reduced usability (reduction in value). However, if the reduction in value is less than one third of the replacement cost, no deduction will be made.

Items the owner inherited, was given, or purchased used are covered up to their market value as used.

Home contents and personal belongings whose usability has been reduced and that are not in use are covered up to their market value as used.

### 5.3.1 Special deduction rules:

Items:	Deduction-free years:	Deduction per started year, max. 80%:
White/brown goods and other electrical machines/appliances	5	10%
Mobile phones	1	20%
Electronic equipment and accessories, e.g. computers, games consoles and similar.	1	10%
Bicycles	5	20%
Spectacles	1	10%

### 5.3.2 Jewellery and precious metals

Jewellery and other items made of precious metal are covered up to their replacement cost.

### 5.3.3 Collectibles

Collectibles such as antiques, works of art, real carpets, weapons, coins, notes, stamp collections and similar are covered up to their market value as used.

### 5.3.4 Total loss

If at least 75% of the home contents' combined value is totally lost in the same event, deductions pursuant to the rules in sub-section 5.3, paragraph one, or sub-section 5.3.1 will not be made.

"Totally lost" means that it is not possible to repair or reinstate the items to the same or essentially the same condition.

### 5.4 Valuation

The basis for compensation and values, and assessments of interruption losses will be determined by valuation if the insured or the Company so demands. The rules on valuation in the General Terms and Conditions apply.

### 5.5 Items that are recovered

If an item is recovered after compensation has been paid, the insured is entitled to buy the item back from the Company. In such circumstances, the compensation must be repaid to the Company

### 5.6 Special terms and conditions for identity theft

As soon as the insured discovers that he or she has been the victim of identity theft, the insured has an obligation to:

- Notify all of his or her bankers and credit card issuers and cancel all cards.
- Report the matter to the police.
- Notify the Company in writing.
- Obtain information and available documentation of relevance to the case

## 6. Excess

An excess of NOK 3,000 will be deducted from the settlement of a claim unless otherwise is specified in the special excess provisions below. See also sub-section 11.2 on excess benefits for households with several members.

If the compensation will be reduced, this is done before the excess is deducted. If the insured has several items insured with the Company that are affected by the same event, only one excess is deducted, the highest.

When a deduction is made for reduction in value pursuant to section 5 and this deduction exceeds the agreed excess, only that part that exceeds the excess is deducted. If the deduction is less than the agreed excess, only the excess is deducted.

### 6.1 Where lost prevention measures are installed

If FG\*-approved safety and security measures are installed and in operation at the time of the loss, the agreed excess is reduced by up to NOK 3,000 for:

- burglar alarms in the case of theft claims.
- fire alarms in the case of fire claims.
- conducted electrical inspections (NEK-405-2) in the case of fire claims.
- water alarms/automatic flood stop safety valves on main intake in case of internal pipe damage.
- damage that solely affects the above-mentioned safety and security equipment.

### 6.2 Special excesses

Item/cover	Sum
Bicycles	3,000
Bicycles registered in an FG-approved bicycle register	1,500
Breakage of building glass and sanitary porcelain	1,500
Liability	3,000
Legal assistance	3,000 plus 20% of additional expenses
Legal assistance for identity theft	3,000 plus 20% of additional expenses
Loss or damage due to natural disasters (natural damage)	Excess is determined pursuant to the Norwegian Act on Natural Damage Insurance, currently NOK 8,000.

#### 6.2.1 Student members

No excess applies to pupils, students and apprentices who are covered by the Norwegian Confederation of Trade Unions' (LO) framework agreement for student/pupil membership.

Loss or damage under NOK 1,000 is not covered. The table above applies to loss or damage due to natural disasters (natural damage) and legal assistance.

\* FG = Forsikringssekskapenes Godkjennelsesnevnd – Norwegian Insurance Approval Board

## 7. Liability

### 7.1 What the policy covers

The insured's liability for damages for loss of damage in his or her capacity as a private individual. The Company's total liability for damages is limited to NOK 5,000,000 for each insurance event.

### **The policy does not cover**

- a) Liability based on an undertaking, agreement, contract or guarantee.
- b) Liability for loss or damage to items belonging to a third party, but which the insured, or someone on behalf of the insured, takes care of for hire, loan, use or storage.
- c) Liability for damages for non-financial loss pursuant to the Norwegian Damages Act, cf. sections 3-5 and 3-6, fines, etc.
- d) Liability to members of the insured's family, including spouse/cohabitant, parents/step-parents/foster parents/parents-in-law, siblings, children/stepchildren/foster children/grandchildren/cohabitant's children and these people's spouses/cohabitants.
- e) Liability to joint owners for loss or damage to items that are owned jointly or to an enterprise at the disposal of the insured or in which the insured or his or her family has a significant ownership interest.
- f) Liability as the owner, driver or user of motor vehicles, self-propelled machines, boats, jet skis, water scooters, aircraft or registered trotting horses or racehorses that are being trained for or participating in a race.

However, liability as the owner, driver or user of the following is covered:

- wheelchairs, self-propelled lawn mowers, rotary snowploughs and similar if not capable of speeds greater than 25 km/h.
  - hang-gliders/paragliders without a motor
  - leisure boats up to and including 14 feet in length and with an outboard engine of up to and including 10 HP, canoes, kayaks
  - sailboards/surfboards
  - model aircraft
- g) Liability for damage to items caused by mechanical excavation, blasting, piling or demolition. The term blasting also includes the use of expanding grout. However, the insured's liability in his or her capacity as the builder for buildings under construction on the insured property is covered.
  - h) Objective parental liability for loss or damage caused by children, cf. section 1-2 no. 2 of the Norwegian Damages Act.
  - i) Occupational or professional liability.
  - j) Liability for loss or damage the insured caused intentionally, cf. sections 4-9 and 4-14 of the Norwegian Insurance Contracts Act.
  - k) Liability in connection with pollution if the cause of the pollution is not accidental and sudden.
  - l) Liability in connection with the transmission of infectious disease.
  - m) Liability as a Director.
  - n) Liability as the owner of real property.

### **7.2 What loss and damage are covered**

- Personal injury, in other words death, injury, illness or disease caused to a person.
- Loss or damage to property, in other words personal belongings, animals or real property that is lost or caused physical damage.
- Financial loss as a consequence of the physical loss or damage.

The loss or damage must be established during the period of cover. All loss or damage caused by the same loss or damage causing event will be regarded as one insurance event and related to the date when the first loss or damage was established.

### **7.3 The insured's obligations in the event of a claim**

If a claim for damages is made against the insured, or a claim is expected, the Company must be notified as soon as possible. In the event of a claim for damages against the insured or directly against the Company, the insured undertakes, at his or her own expense:

- to give the Company the information and documents that are available to the insured and that the Company needs to assess its liability and pay compensation
- to perform the examinations and investigations the Company deems necessary
- to attend negotiations or legal proceedings

The insured must not admit liability for damages or negotiate a claim for damages without the approval of the Company.

### **7.4 The Company's obligations in the event of a claim**

When a claim for damages that is covered by the policy exceeds the excess, the Company undertakes:

- to investigate whether a liability to pay damages exists
- to negotiate with the claimant
- to bring the matter before the courts, if necessary

The Company's own costs in connection with the case are additional to the sum insured.

Expenses for an external lawyer or other professional assistance chosen or approved will be paid by the Company.

If the claim for damages is only partly covered by the policy, the costs shall be apportioned according to the parties' financial interest in the matter.

If the Company is willing to enter into an out-of-court settlement or pay the claim up to the maximum sum insured, the Company will pay no further expenses in connection with the case.

The Company is entitled to pay any compensation directly to the claimant.

If a claim for damages is made directly against the Company, the Company must notify the insured as soon as possible and keep the insured informed about the further processing of the claim. Any concessions or admissions by the Company to the claimant are not binding on the insured.

## **8. Legal assistance**

### **8.1 What the insurance covers**

- Necessary expenses for lawyers, providers of legal assistance, cf. section 218 of the Norwegian Courts of Justice Act, the court, experts and witnesses when the insured is party to a dispute in his or her capacity as a private individual.
  - Legal assistance expenses for legal entities such as estates of deceased persons, housing cooperatives, cooperative societies, foundations, etc. are not covered.
 

However, the insured's share of expenses is covered when such legal entities represent the insured in the capacity specified above.
- Expenses for legal proceedings.
- Expenses for experts not appointed by the court are covered when they have been approved by the Company in advance.
- Expenses for witnesses are only covered in connection with the main proceedings and the taking of evidence.
- Legal costs awarded against the insured are covered in the first instance.
  - Legal costs awarded against the insured are not covered when the insured is an appellant or cross-appellant.
- Legal costs awarded to the insured will be deducted. However, such legal costs are covered when the insured can document that the other party is judgement proof.

Each dispute is covered up to a maximum of NOK 100,000. See assessment of compensation, sub-section 8.3.

## **8.2 What disputes are covered**

Disputes that began during the period of cover. The dispute must come under the competence of the ordinary courts, cf. section 1 of the Norwegian Courts of Justice Act.

### **8.2.1 Definition of a dispute**

"Dispute" means a situation in which a claim has been made and contested. Persistent silence on the part of the other party may be regarded as a dispute. "Institution of legal proceedings" means expenses from and including the preparatory work on an application for conciliation proceedings/writ of summons.

### **8.2.2 A dispute that began after the home was sold or in connection with the purchase of a new home**

If the insured dwelling (see the definition in sub-section 8.2.3 c) has been sold and the policy with the Company was terminated in connection with the sale, legal assistance expenses in connection with a dispute in which the insured is a party in his or capacity as the former owner are covered.

In a dispute with the vendor in connection with the purchase of a new home of which the insured has not yet taken possession and for which the insured has not yet arranged his or her own insurance, legal assistance expenses are covered if the present home was insured with the Company at the time of purchase. This also applies to a dispute with the vendor in connection with the purchase of land for the construction of the insured's own home.

### **8.2.3 Disputes that are not covered**

- a) Disputes in connection with the insured's profession or trade.

- b) Disputes concerning real property outside the Nordic region or purely contractual disputes.
- c) Disputes concerning real property other than the dwelling inhabited by the insured. "Dwelling" means a home for which the insured cannot itself buy building insurance with legal assistance cover. However, see sub-section 8.2.2 concerning a dispute in connection with the purchase of a new home.
- d) Disputes in connection with separation, divorce, custody of children, access rights, paternity, inheritance, demand for return of gifts, maintenance payments, division of property, distributions, dissolution of the financial relationship established between cohabitants, and dissolution of household partnerships, as well as probate cases.
- e) Disputes that solely come under the competence of the enforcement authorities, apart from disputes in connection with tenancy that are linked to the insured's dwelling. This does not apply to identity theft.
- f) Disputes concerning bills of exchange, collection cases in which the claim is uncontested, debt settlement cases and cases concerning bankruptcy or composition proceedings if the insured is the bankruptcy or composition debtor.
- g) Disputes concerning motor vehicles, self-propelled machines, boats, jet skis, water scooters, aircraft or registered trotting horses or racehorses or when the insured is a party in his or her capacity as the owner, driver, operator or user of the above.  
However, disputes concerning the following are covered:
  - wheelchairs, self-propelled lawn mowers, rotary snowploughs and similar if not capable of speeds greater than 25 km/h.
  - hang-gliders/paragliders without a motor
  - leisure boats up to and including 14 feet in length and with an outboard engine of up to and including 10 HP, canoes, kayaks
  - sailboards/surfboards
  - model aircraft
- h) Criminal cases and defamation cases. However, the insured's expenses are covered when, in such a case, the insured is claiming damages from the person who is suspected, charged or prosecuted.
- i) Expropriation cases or valuation cases in which the insured is seeking to acquire rights to other property.
- j) Disputes concerning public administration decisions. However, expenses in the event of proceedings where administrative appeal options have been exhausted are covered. Expenses for lawyers during administrative processing are not covered.
- k) Disputes in personal injury cases, unless the other party or his or her insurance company has refused in writing to cover the insured's necessary and reasonable expenses for legal assistance. However, expenses in the case after legal proceedings have been instituted are covered where the matter of legal costs is decided by the court under the provisions of the Norwegian Dispute Act. This also applies to arbitration.

### **8.3 Compensation rules for legal assistance**

Each dispute is covered up to a maximum of NOK 100,000, even if there are multiple parties on the same side. This also applies if the parties have legal assistance cover with multiple different companies or if the insured(s) has(have) legal assistance cover under multiple policies with one or more companies. Uninsured parties are excluded from the assessment of compensation.

The Company's liability is always limited to the assumed financial value of the insured's interest in the case unless the expenses were approved by the Company in advance.

Legal costs awarded to the insured will be deducted. However, such legal costs are covered when the insured can document that the other party is judgement proof.

The Company must be notified of disputes in writing as soon as possible and no later than one year after the dispute began and a lawyer was engaged. If a lawyer is used during the public administrative processing or for a tribunal, the deadline for notifying the Company is calculated from the time at which the public administrative processing was exhausted or the case was brought before the ordinary courts.

The insured shall himself or herself choose a lawyer who is suitable for the task according to the nature of the case and the insured's place of residence.

The insured undertakes to limit the expenses for legal assistance. The insured must pay any costs caused without reasonable grounds himself or herself.

Before legal proceedings are instituted, the policy covers reasonable and necessary expenses for a lawyer, the court, experts and witnesses. After legal proceedings have been instituted, expenses that, in the opinion of the court, were necessary for the case to be heard adequately pursuant to section 20-5 of the Norwegian Dispute Act are covered.

If there multiple several parties on the same side with equivalent interests, the Company may demand that they use the same legal and technical assistance.

The Company may demand to be kept informed about the extent of the expenses for which compensation will be claimed under the policy.

The insured must inform the Company about the expenses incurred during any tribunal proceedings or during any administrative processing of an appeal against a public administrative decision.

In connection with a claim for settlement, fees claimed must be documented by an itemised time sheet and the hourly rate.

Before final settlement is made, the Company may demand documentation that the excess has been paid.

Questions about the reasonableness of the expenses may be submitted to the Norwegian Bar Association.

### **8.3.1 Legal costs for out-of-court settlements**



If the insured has been awarded legal costs in the first instance and an appeal is made in the case, the Company must approve the out-of-court settlement if the parties each want to pay their own costs. In the absence of such approval, the insured shall pay his or her own costs.

## **9. Occupational injury**

If the insured, in his or her capacity as a private individual, is regarded as an employer pursuant to section 2a of the Norwegian Occupational Injury Insurance Act of 16 June 1989 no. 65, the Company is liable to the claimant who is regarded as an employee under the same Act.

The Occupational Injury Insurance Act does not apply to:

- unpaid work or tasks performed for private individuals or for private organisations, associations, etc.
- individual jobs performed for private individuals
- work performed for private individuals when the average working hours are less than 10 hours a week

No sum insured limit or excess applies to occupational injury cover. Compensation is calculated according to the existing regulations on standardised compensation pursuant to the Occupational Injury Insurance Act.

## **10. When the member dies**

If the member dies in the period 1 January - 30 June, the cover will expire on 31 December of the same year. If the death occurs in the period 1 July - 31 December, the cover will expire on 30 June of the following calendar year.

The surviving spouse/registered partner/cohabitant may remain in the collective scheme by paying the annual premium in advance to SpareBank 1 Skadeforsikring AS. The survivor then becomes the policyholder instead of "the member" in accordance with the terms and conditions.

## **11. Benefits for households/flat-shares with multiple members**

### **11.1 Increased sums insured**

When the terms and conditions limit the sums insured to a fixed amount in NOK, compensation is paid up to the amount that corresponds to the number of members. This applies when several people (members) in the same household/flat-share have LOfavør Collective Home insurance. The increased cover applies to sub-sections 3.1, 3.2, 4.3, 4.4, 4.5, 4.7, 4.8, 4.9, 4.10 and 4.11.

SpareBank 1 Skadeforsikring's total liability for compensation is limited to this increased compensation limit, even if several insured people are affected by loss or damage in connection with the same event.

### **11.2 Excess**

In cases where multiple people in the same household/flat-share have LOfavør Collective Home Insurance, no excess will be deducted from claims, except for legal assistance, legal assistance in the event of identity theft, and loss or damage due to natural disasters (natural damage), see sub-section 6.2.

However, for loss or damage under sub-section 4.10, compensation will only be paid for claims in excess of NOK 1,000.

**12. Benefits for multiple members at the same workplace**

No excess will be deducted for loss or damage to items that are used jointly by multiple insured people and are at or connected to the workplace.

# Terms and Conditions Natural damage

Natural damage cover

T&C's ID: FFE-001.001-001 of 27 December 2012

## 1. What is covered

Items insured against fire in Norway.

When the item insured is a farmhouse, private house or holiday home, cover includes natural damage in a yard, garden and garden installations, including external pools, fences and flagpoles in connection with the building, limited to a maximum of 5,000 square metres. Cover also includes the part of the access road that lies within the limits and area specified above.

For other buildings, cover only includes external pools, fences and flagpoles in addition to the building.

### 1.1 Salvage expenses

- If an insured item is damaged or directly threatened by a natural disaster, the necessary salvage expenses up to the reconstruction cost are covered, cf. the Norwegian Insurance Contracts Act.
- For items other than the buildings: the replacement cost.

### The policy does not cover

- Forest or standing crops, goods during transport, motor vehicles and trailers for vehicles, aircraft, ships and small boats and objects in them, fishing tackle on vessels or in the sea, equipment in the sea for the production of fish, fish in seines, nets or ponds, equipment for extracting oil, gas or other natural deposits in the sea bed. However, the Company covers natural damage to motor vehicles and trailers for vehicles, aircraft, sailing boats and motor boats and equipment for extracting oil, gas or other natural deposits in the seabed when these items are goods in business operations and are located on land in Norway.
- Items that are not normally insured against fire, for example bridges, footbridges, piers, stone and concrete wharves, dams, tunnels, etc.
- Floating piers and other floating structures, submarine cables, cables across fjords and overhead cables over water, including fixings on land.
- Buildings or items in them when the building was built after a ban on construction and partitioning was issued for the area in question in pursuance of Section 22 of the Norwegian Natural Damage Act and the damage is of the type to which the decision applies.
- Aerials, signs, awnings, etc.

Expenses for prevention, protection, relocation or other measures that are not due to direct damage to an insured building or movables are not covered.

## 2. What loss and damage are covered

Loss or damage that is directly caused by a natural disaster such as an avalanche, storm, storm surge, flooding, earthquake, erupting volcano, cf. section 1 of the Natural Damage Act of 16 June 1989 no. 70.

### **Loss and damage that are not covered**

- Loss or damage that is directly due to frost, ground frost, drought, precipitation, weight of snow or ice drift.
- Loss or damage that is due to animals, insects, bacteria, fungus, rot, etc.

### **3. Other special provisions for natural damage**

If, following natural damage to a building, a declaration under section 22 of the Natural Damage Act is registered to the effect that the property is particularly at risk of natural damage and the costs of repair are 60% or more of the reconstruction cost for the damaged building, the Company is liable for the increase in damage that a refusal to repair/reconstruct entails.

Natural damage cover may be reduced or lapse when

- the start or extent of the damage was fully or partially due to a weak structure in relation to the stresses to which the item can be expected to be exposed, poor maintenance or supervision, or when the claimant may be blamed for not having prevented the damage or reduced its extent. In the decision, importance will be attached to the claimant's ability to realise which requirements must be made, the claimant's opportunities to repair the defect and other conditions. No reduction must be made if the claimant is only at fault to a small extent.
- The insurance companies' total liability in a single natural disaster is limited to the amount determined by the King. If this limit is exceeded, the insured must bear a proportion of the loss or damage.

### **4. Ankenemnda for Statens naturskadefond (Appeals Board of the Norwegian National Fund for Natural Damage Assistance)**

If there is any doubt about whether

- natural damage is present,
- one or more natural disasters have occurred, or
- the conditions for reducing or refusing compensation on account of a weak structure, poor maintenance, etc. (see above) are present, the insured or the Company may submit the matter to the Appeals Board of the Norwegian National Fund for Natural Damage Assistance. Decisions by the Appeals Board cannot be appealed.

# General Terms and Conditions

## General Terms and Conditions for Non-life Insurance

T&C's ID: FFE-000.001-002 of 01.08.15

Non-life insurance refers to insurance against loss or damage to property, rights or other benefits, insurance against liability for damages or costs and other insurance that is not personal insurance.

Industry terms and conditions apply where they are not derogated from in the insurance certificate. The text in the certificate takes precedence over the terms and conditions of insurance. General terms and conditions apply where they are not derogated from in the individual industry terms and conditions or in the insurance certificate.

### 1. Making a claim

When a loss or damage has occurred, the insured must make a claim to the Company without undue delay and give the Company the information and documents that are available and that the Company needs to assess its liability and pay compensation.

The insured must make it possible for damage to be inspected at the request of the Company. Damaged items must be kept available for inspection. The Company appoints a loss adjuster.

The Company is under no obligation to pay compensation until the necessary investigations have been completed.

The Company reserves the right to study the damaged item or parts of the damaged item, including removing them temporarily from where they were damaged where this is necessary to clarify the cause and the Company's liability to pay compensation.

Fire, burglary, vandalism, robbery and assault must be reported to the police immediately. Other loss or damage must be reported to the police if the Company so demands.

For motor insurance, collisions with animals must be reported to the police or the local game committee immediately.

While travelling, loss of items must be reported to the police immediately. Transport damage must be reported to the carrier immediately after transport as the carrier is usually liable for such damage. Other loss or damage must be reported to the police if the Company so demands.

If insured animals are lost, this must be reported to the police and the Company, and they must be searched for by means of announcements and advertisements.

See also the provision on the claim deadline and statutory limitation in section 6.

### 2. Special limitations of the Company's liability to pay compensation

The Company is not liable for loss or damage, or the increase of loss or damage, which is caused directly or indirectly by, or in connection with:

- earthquakes and volcanic eruptions.
- war or warlike actions, whether war has been declared or not, riots or similar serious disturbances of public order
- acts of terror that involve biological, chemical, nuclear, radioactive or any other form of contamination

However, the Company is liable for loss or damage, or the increase in loss or damage, which is directly or indirectly due to or related to any other form of act of terror. The sum insured is up to a maximum of NOK 500,000,000 per calendar year. The final amount of compensation is calculated at the end of the calendar year. If this limit is exceeded, the compensation will be reduced proportionally for each claimant.

Compensation is not paid as a consequence of an act of terror for insured items that are outside the Nordic region.

An act of terror is defined as any wrongful act, the purpose of which is to cause serious personal injury or property damage or other substantial loss to exert influence of a political, religious or other ideological nature, or to create fear in the population.

- nuclear damage, regardless of the cause, from a nuclear substance (see the Norwegian Nuclear Energy Act of 12 May 1972 no. 28, sections 1 c and h). The exclusion does not concern the use of radioisotopes as specified in section 1 c of the Act and in pursuance of the Norwegian Act on the use of X-rays and radium of 18 June 1938 no. 1.

### **3. Valuation**

Where it is possible to demand valuation under the section in the terms and conditions of insurance on claims settlement, the following provisions apply to the procedure:

Valuations are made by expert and impartial individuals. Each of the parties appoints a valuer. If any of the parties so wishes, he or she may appoint a separate valuer for specific items in connection with consequential loss for specific matters.

If one of the parties has notified the other in writing of his or her choice, the other party undertakes to notify the first party of his or her choice within one week after he or she has received the notification. Before the valuation, the two valuers appoint an umpire. If any of the parties so demand, the umpire must be resident outside the parties' domicile and outside the municipality in which the insurance event occurred. If one of the parties fails to appoint a valuer, a valuer will be appointed on his or her behalf by the district court in the judicial district in which the valuation takes place. If the valuers fail to agree on an umpire, the umpire is appointed in the same way.

The valuers must obtain the information and make the investigations they consider to be necessary. They undertake to make their valuation on the basis of the terms and conditions of insurance. The two valuers make the valuation, and answer the questions in the event of consequential loss, without the umpire being summoned. If they do not agree, the umpire is summoned and applies the same rules to make a valuation of the items on which the valuers disagree. If the umpire is summoned, the compensation is calculated on the basis of his or her valuation.

However, the compensation must not be beyond the limits that the valuations by the two valuers would entail.

The valuations are binding on both parties.

Each of the parties pays his or her valuer. Fees to the umpire and possible other costs related to the valuation are paid by the parties and divided between them equally. However, if the Company demands valuation in connection with property damage and the other party is the policyholder in his or her capacity as a private individual, the Company pays all costs in connection with the valuation if the policyholder does not want to pay his or her part.

#### **4. Interest on compensation**

The insured is entitled to interest in accordance with the rules in sections 8-4 or 18-4 of the Norwegian Insurance Contracts Act of 16 June 1989, no. 69 (FAL). Among other things, the insured is entitled to interest on the amount owing to him or her when two months have passed since the claim was sent to the Company.

#### **5. Consequences of fraud**

Anyone who commits fraud against the Company loses all rights to compensation from the Company under this and other insurance contracts in connection with the same event, and the Company may terminate every insurance contract with the insured, cf. FAL, sections 4-2, 4-3 and 8-1 or sections 13-2, 13-3 and 18-1.

#### **6. Duty to claim and statutory limitation**

The Company is free of liability if the insured has not submitted his or her claim to the Company within one year after the insured became aware of the conditions on which the claim is based. Cf. FAL, sections 8-5 and 18-5.

The insured's claim is also subject to statutory limitation under the provisions in FAL, sections 8-6 or 18-6.

#### **7. Cancellation during the period of cover**

##### **7.1 The policyholder's right to cancel the insurance**

The policyholder may cancel the insurance if there is no longer any need for insurance or there are other special grounds. The policyholder may also cancel non-life insurance, health insurance or accident insurance to move it to another company. When moving insurance, the policyholder must give the Company at least one month's notice. The notice must also specify the company to which the insurance is being moved and the time of the move. Cf. FAL, sections 3-6 or 12-3.

For collective insurance contracts and insurance contracts for businesses that are subject to FAL, section 1-3, paragraph 2, letters a-e, the policyholder is only entitled to cancel the insurance contract from the end of the period of cover. The notice must have reached the Company before the end of the period of cover. Cf. FAL, section 3-6.

##### **7.2 The Company's right to cancel the insurance**

The Company may cancel the insurance:

- The Company may cancel the policy with immediate effect in the event of fraud in connection with the information on the risk, cf. FAL, sections 4-3 or 13-3.
- with one week's notice in the event of fraud in connection with the settlement of a claim, cf. FAL, sections 8-1 or 18-1.
- with fourteen days' notice if incorrect or incomplete information about the risk was provided, cf. FAL, sections 4-3 or 13-3.
- with two months' notice in connection with a claim
  - if the insured caused the loss or damage wilfully or through gross negligence.
  - if the insured failed to comply with a safety or security precautions.
  - if the insured deliberately provided incorrect information in connection with the settlement of a claim, even if the Company has paid compensation.
  - if the claims process is highly unusual and cancellation is reasonable. Cf. FAL, sections 3-7 or 12-4.
- with two months' notice if the use of the insured item or the insured's business changes during the period of cover in such a way that
  - the Company would not have assumed the risk if the new circumstances had existed at the start of the period of cover.
  - This is of importance to the Company's ability to obtain reinsurance. Cf. FAL, sections 3-7 or 12-4.
- with two months' notice in the event of repeated delayed premium payments under this or other contracts with the Company. Cf. FAL, sections 3-7 or 12-4.

## **8. Non-renewal of the insurance, amendment of terms and conditions and changes to premiums**

### **8.1 The policyholder's right not to renew the insurance**

Insurance that is valid for a period of at least one year is renewed automatically for one year at a time unless the policyholder notifies the Company, before the end of the period of cover, that he or she does not wish to renew the insurance, cf. FAL, section 3-4.

### **8.2 The Company's right not to renew the insurance**

If the Company does not wish to renew the insurance policy, the Company must notify the policyholder two months before the end of the period of cover, cf. FAL, section 3-5.

### **8.3 Amendment of terms and conditions and changes to premiums**

The Company may amend the terms and conditions of insurance and change the premium. The amendments and change take effect from the renewal date, cf. FAL Section 3-3.

## **9. Term of the insurance contract and calculation of premium**

### **9.1 When does the insurance take effect?**

The insurance takes effect from the time at which the contract has been accepted by the parties or from 00:00 on a later agreed date. The insurance remains in force until 24:00 on the last date in the period of cover. The same applies to subsequent renewals. Insurance cover is subject to the premium having been paid by the time specified in the payment demand.

### **9.2 Cash clause**



Where it is specified in the contract, and included in the insurance certificate, that the premium must be paid before the contract takes effect, the Company is not liable for losses that occur before payment has been made. Cf. FAL, sections 5-1 or 14-1.

### **9.3 Amendments/extensions**

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

### **9.4 Cancellation of current insurance during the term of the contract**

If current insurance is cancelled during the term of the contract, the premium credited to the policyholder must be a proportion of the premium representing the remaining period of cover in full months in relation to the total period of cover, unless specified otherwise by the terms and conditions of insurance. Cf. FAL, sections 3-9 and 12-5.

### **9.5 Non-payment**

If a payment deadline is not met after the second demand to pay premium, the contract will be cancelled in full or in part on account of non-payment. In such cases, the Company is entitled to a premium for the period for which the Company has been liable. The contract or the parts of the contract which the non-payment concerns are cancelled. The premium must be paid even if the insurance is resumed. A new period of cover will begin from the time of resumption.

## **10. The Company's right to offset compensation**

The Company is entitled to offset due premium for the same or other insurance policies with the Company against compensation due to the policyholder, cf. FAL Section 8-3.

The Company may offset premium for the same insurance policy that was due in the past two years before the compensation payment against compensation due to a coinsured third party or a claimant under liability insurance, cf. FAL Section 8-3.

## **11. Payment from the Company**

Payments from the Company, including compensation payments and unused premium, are transferred to the bank account number from which the last invoice was paid, unless specified otherwise by the policyholder or another beneficiary. If the account number is not provided, the Company may charge the policyholder a fee equivalent to the costs of making the payment.

## **12. Identification**

In connection with insurance of motor vehicles, vessels, aircraft and animals, the provisions to the effect that the insured's right to compensation may lapse in full or in part as a consequence of the insured's actions or omissions will apply accordingly to acts or omissions by persons who are responsible for the insured item with the consent of the insured, cf. FAL, section 4-11, a.

In connection with insurance of homes, private holiday premises and household contents, the provisions to the effect that the insured's right to compensation may lapse in full or in part as a consequence of the insured's actions or omissions will apply accordingly to acts or omissions by the

insured's spouse who lives with the insured or by persons with whom the insured lives in a permanent relationship, cf. FAL, section 4-11, b.

In connection with insurance that is linked to business operations, except motor vehicles, the provisions to the effect that the insured's right to compensation may lapse in full or in part as a consequence of the insured's actions or omissions will apply accordingly to acts or omissions by employees who are responsible for the part of the business in which the omission was made.

The same applies to other persons that the policyholder or someone with whom the policyholder is identified has instructed to carry out specific functions or tasks. Cf. FAL, section 4-11.

### **13. Legal interests**

The insurance only covers legal interests which can be valued in monetary terms.

### **14. Profit exclusion**

The insurance must not lead to profit, but compensate only for loss incurred within the limits of the insurance agreement. The insured sum is not evidence of an item's or an interest's value.

### **15. Norwegian Acts and legislation**

The insurance contract is governed by Norwegian legislation where this does not conflict with Norwegian Act no. 111 of 27 November 1992 on governing law in insurance, or where something else has been agreed.

### **16. Venue**

Disputes regarding this insurance contract will be resolved in the Norwegian courts, unless this conflicts with the unalterable rules of current legislation, or unless otherwise has been agreed.

### **17. Currency**

Premiums, sums insured, compensation, etc. arising out of the insurance contract are calculated in Norwegian krone (NOK) unless specified otherwise in the terms and conditions or insurance certificate.

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