Group liability insurance for members of the Norwegian Medical Association (NMA)

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

Terms and conditions of 1 January 2013. Revised 1 January 2015.

1. Who the insurance covers

The insurance covers the person specified in the insurance policy or on a separately drawn up list of names (the 'Insured').

The insurance also covers direct liability incurred by employees if the liability could have been claimed against the Insured pursuant to Section 2-1 of the Norwegian Compensatory Damages Act (Skadeserstatningsloven) (LOV-1969-06-13-26).

If the Insured is subject to employer's liability, the insurance company (the 'Insurer') enters into the Insured's right of subrogation against the employee if the employee has deliberately caused the damage or injury.

2. Where the insurance covers

The insurance covers liability for damage or injury occurring in the Nordic region, including the Norwegian continental shelf, Norwegian vessels and other areas subject to Norwegian jurisdiction, and where such liability is incurred in accordance with applicable law in the Nordic countries.

The insurance provides worldwide cover in the following cases:
- In connection with emergency assistance offered while travelling
- In connection with a work commitment undertaken outside the Nordic region of up to three months' duration.

The insurance covers work performed in countries included on the UN's list of developing countries. Tryg Forsikring AS must be notified of such work commitment prior to departure.

3. When the insurance is valid

The insurance covers claims made against the Insured during the insurance period.

A claim is deemed to have been made when the Insured or the Insurer receives a written claim from the claimant. If, prior to this time, the Insured or the Insurer has obtained knowledge of the circumstances giving rise to the claim by way of a written notification from the claimant, the claim is deemed to have been made when such notification was received.

The insurance does not cover any damage or injury caused prior to 1 March 2000.

If the Insured closes down his business in Norway during the insurance period, the Insurer will cover claims made after termination of the insurance, provided that the claim is made as a consequence of acts or omissions made while the Insured was covered by this liability
insurance. The claim will be settled in accordance with the terms and conditions, and subject to the sums insured, applicable at the time of termination.

4. **What the insurance covers**

4.1. The insurance covers:

4.1.1. The Insured's liability for financial loss arising as a result of property damage or personal injury caused while practising as a doctor, including tasks undertaken as an expert, or during the performance of recognised treatment which does not require authorisation pursuant to Section 48 of the Norwegian Health Personnel Act (*Helsepersonelloven*) (LOV-1999-07-02-64) and which is legal in accordance with applicable Norwegian law.

4.1.2. The Insured's liability for property damage or personal injury as the owner or user of real property which is used in the business.

4.1.3. The Insured's liability to pay compensation pursuant to Section 3-5 of the Norwegian Compensatory Damages Act (LOV-1969-06-13-26), and which liability the Insured has incurred in connection with his practising as a doctor.

4.1.4. Costs of legal assistance (legal fees) in accordance with Clause 13 of these Terms and conditions.

4.1.5. The Insured's own share in accordance with Clause 17 of the Norwegian Regulation on the System of Patient Injury Compensation (NPE) and the Patients' Injury Compensation Board (PNS) (*Forskrift om Norsk Pasientskadeerstatning og Pasientskadenemnda*) (FOR-2002-12-20-1625).

4.2. Personal injury means injury, including psychological damage, death or illness caused to another person.

Property damage means loss of or physical damage to a third party's movable property (including animals) or real property. The loss or change of electronically stored information is deemed to constitute physical damage to property.

The insurance also covers the Insured's liability for financial loss as a consequence of property damage or personal injury covered by the insurance.

4.3. The damage or injury is covered in accordance with the terms and conditions applicable at the time of the claim being made.

4.4. All claims arising from the same event, act or omission giving rise to liability or caused by a connected series of events will be treated as one claim, and are subject to the terms and conditions applicable at the time when the first claim was made. If several insured parties have contributed to a loss, this will also be treated as one claim.

4.5. Unless a special agreement is in place, the insurance does not cover any damage or injury discovered after the business has been closed down.

5. **Sum insured and own share**

5.1. In accordance with Clauses 4.1.1 and 4.1.2 of these Terms and conditions, the Insurer's total liability is limited to NOK 5,000,000 per claim. The Insurer's maximum liability for all claims which, in accordance with Clauses 4.1.1 and 4.1.2, must be deemed to have been ascertained in one and the same insurance year, is limited to twice the sum insured.
In the event of damage or injury occurring within the Nordic region, and where liability is incurred in accordance with applicable law in the Nordic region, legal costs are covered in addition to the sum insured. In the event of damage or injury occurring outside the Nordic region, legal costs are covered to the extent only that the sum insured is not exceeded.

Interest on overdue payments, see the Norwegian Act on Interest on Overdue Payments (Forsinkelserenteloven) (LOV-1976-12-17-100), is also covered for the part of the claim exceeding the Insured's own share, even though the sum insured may thereby be exceeded.

5.2. The liability to pay compensation in accordance with Clause 4.1.3 of these Terms and conditions is limited to NOK 200,000 per claim and as the total amount per insurance year.

5.3. The costs of legal assistance in accordance with Clause 4.1.4 are limited to NOK 500,000 per dispute and as the total amount per insurance year.

5.4. In connection with each disbursement in accordance with Clause 4.1 of these Terms and conditions, a deduction is made for the Insured's own share of NOK 6,000.

6. Applicable limitations

Unless otherwise agreed, the Insurer does not cover:

6.1. Liability for personal injury sustained by people employed by or formerly employed by the Insured, to the extent that such injury was caused during the working relationship.

6.2. Liability for damage to property (including real property) that belongs to other parties, but where the Insured, or someone on the Insured's behalf, has received such property for:
- sale, hire, presentation, demonstration or
- use, rental, lease, loan, relocation or storage.
The above exclusions and limitations apply even if the damage is not discovered until after the property has been returned.

6.3. Liability for damage or injury caused by pollution unless the cause of such pollution is sudden and unforeseen.
Pollution means:
- release of a solid matter, liquid or gas into the air, water or ground,
- noise and vibrations,
- light and other radiation,
- impact on the temperature,
which are or may be harmful or detrimental to the environment, see Section 6 of the Norwegian Pollution Control Act (Forurensningsloven) (LOV-1981-03-13-6).

6.4. Contractual liability, i.e.:

6.4.1. Liability based solely on a commitment, agreement, contract or guarantee provided prior to or after the occurrence of the damage or injury and extending beyond the general law of torts.
6.4.2. Liability resting with the Insured because he has waived his right of subrogation.
6.4.3. Liability for damage or injury as a consequence of the Insured's delayed performance or non-performance under a contract or agreement.

6.5. Liability as owner, driver or user of a motor vehicle, self-propelled working machine, aircraft, sailing boat or motorised vessel. However, the insurance applies to motor vehicles which are not covered by the Norwegian Automobile Liability Act (Bilansvarsloven), i.e. motor vehicles which are not designed for speeds exceeding 10 km/h and which are
difficult to modify for higher driving speeds, see Norwegian regulation no. 3000 of 1961. Forskrift av 1961 nr. 3000.

6.6. Liability pursuant to Clause 3-6 of the Norwegian Compensatory Damages Act (LOV-1969-06-13-26) or liability for fines etc., including punitive damages and exemplary damages.

6.7. Liability to any co-owner for damage to jointly owned property.

6.8. Liability for damage or injury caused directly or indirectly by formaldehyde, diethylstilbestrol, asbestos, mad cow disease (BSE/TSE), electromagnetic fields (EMF), genetically modified organisms, tobacco products, blood products or medicines.

6.9. Liability for loss for which cover can be claimed under the Norwegian System of Patient Injury Compensation (NPE) pursuant to the Norwegian Patient Injury Act (Pasientskadeloven) (LOV-2001-06-15-53).

6.10. The Insured's right of subrogation pursuant to Section 4, third paragraph, last sentence, of the Norwegian Patient Injury Act (LOV-2001-06-15-53).

7. **Safety regulations**

7.1. Safety regulation concerning maintenance, familiarity with regulations etc.

7.1.1. The Insured must undertake regular maintenance of the installation and equipment he owns or uses as part of his business.

7.1.2. The Insured must familiarise himself with the requirements made by authorities by means of laws and regulations and which apply especially to the type of business carried out by the Insured. The Insured must have at least one copy of the currently applicable laws and regulations.

7.2. Consequences of breach of safety regulations:
The Insurer is wholly free from liability in the event of a violation of the safety regulations. This does not apply, however, if the Insured cannot be held liable or can only be held partially liable or if the insured event is not a consequence of the violation, see Section 4-8 of the Norwegian Insurance Contracts Act (Forsikringsavtaleloven) (LOV-1989-06-16-69).

8. **Insured's duties in the event of claims**

If there is an imminent risk of an insured event occurring, or if an insured event has occurred, the Insured must take such measures as can be reasonably expected of him to prevent or minimise the loss.

Where the Insured ought to be aware that the Insurer may receive a subrogation claim against a third party, the Insured must take any necessary measures to secure the claim until the Insurer is able to safeguard its interests.

If the insured event has occurred, the Insured must notify the Insurer without undue delay. When a claim has been made against the Insured, or directly against the Insurer, the Insured undertakes, for his own account, to:
- Provide the Insurer with the information and documents available to the Insured and necessary for the Insurer to be able to assess its liability and pay the compensation.
- Perform the enquiries and investigations deemed necessary by the Insurer and to attend any negotiations or legal proceedings.
The Insured may not accept any liability or negotiate claims for compensation without the Insurer's prior consent. Any concessions made by the Insured to the claimant will not be binding on the Insurer.

9. **Insurer's duties in the event of claims**

   When any claims covered by the insurance exceed the agreed own share, the Insurer undertakes to:
   - Assess whether liability in damages exists.
   - Negotiate with the claimant.
   - Pay the necessary costs to settle the claim in accordance with Clause 4.1. If the liability is only partly covered by the insurance, the costs will be distributed between the parties according to their financial interest in the case. The same applies if the liability exceeds the sum insured. If the Insurer is willing to settle the case or provide the sum insured, the Insurer will not reimburse any costs incurred at a later date. The Insured's costs of own lawyer/person providing legal assistance or specialist will only be covered to the extent agreed in advance with the Insurer.
   - Pay the compensation less the Insured's own share.

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

   If a claim is made directly against the Insurer, the Insurer must notify the Insured without undue delay and keep the Insured informed about the further processing of the claim. Any concessions made by the Insurer to the claimant will not be binding on the Insured.

10. **Identification**

    Any provisions on the Insured's right to compensation lapsing in full or in part as a consequence of the Insured's acts or omissions apply correspondingly to acts or omissions on the part of an employee with overall responsibility for the part of the business in which the act or omission took place, see Section 4-11 of the Norwegian Insurance Contracts Act. In the event of violation of safety regulations, the same also applies if the act or omission was committed by persons who have a specific independent position within the business or by supervisors who monitor the people they are tasked with supervising during working hours.

11. **Reporting period**

    The Insured will lose his right to claim compensation from the Insurer if the Insurer is not notified of the claim within one year of the Insured becoming aware of the circumstances giving rise to the claim against the Insurer.

12. **Subrogation**

    If the Insured has the right to claim compensation for the loss from a third party, including the Norwegian System of Patient Injury Compensation (NPE), the Insurer will, following the payment of compensation, enter into any right of subrogation the Insured may have against such third party.

13. **Costs of legal assistance (legal fees)**

    Special rules applying in addition to the other provisions set out in these Terms and conditions:

The Insurer covers necessary and reasonable costs in relation to:
- lawyers,
- courts of law,
- specialists who have been approved in advance by the Insurer, and
- witnesses in connection with oral proceedings and the taking of evidence when the
  Insured is a party to a dispute in respect of an insured activity.

A dispute is understood to mean that a claim has been made and contested, in full or in
part, either orally or in writing.
Continued silence may be deemed to constitute a dispute. A dispute which involves several
issues and which can be taken to court under the same claim is considered as one dispute.

Fees payable to courts of appeal are not covered.

13.2. Before which courts of law disputes should be resolved.
Disputes must be resolved before the ordinary courts of law (see Section 1 of the
Norwegian Courts of Justice Act (Domstolloven) and must have arisen while the insurance
was in force.

13.3. The Insurer does not cover costs arising out of:
- Disputes concerning bill of exchange proceedings, debt collection proceedings where the
  claim is uncontested, debt settlement proceedings and bankruptcy proceedings or
  negotiations for an arrangement if the Insured is bankrupt or a debtor in the arrangement.
- Criminal proceedings, defamation proceedings and claims in similar cases when the
  Insured or someone within the management of the Insured's business is a suspect, has
  been charged or has been indicted.
- Disputes arising from deliberately illegal acts on the part of the Insured.
- Disputes where, at inception of the insurance, the Insured was already aware of
  circumstances which later formed the basis of the dispute, and where the Insured knew or
  should have known that the dispute could arise.

13.4. Sum insured
The total compensation in any one dispute is limited to NOK 500,000 even if there are
multiple parties on the same side. This also applies if the parties have taken out legal
expenses insurance with different insurers, or if the insured party/parties is/are covered by
legal expenses insurance under several policies taken out with one or more insurers. In all
circumstances, the Insurer's liability is limited to the estimated financial value of the
Insured's interest in the case if the costs have not been approved by the Insurer in
advance.

13.5. Reporting period
If the Insured wishes to claim legal expenses cover, the Insurer must be notified as soon as
possible and not later than 12 months after the Insured became aware of the dispute and
the circumstances forming the basis of the dispute. Such notification must be made in
writing.

The Insurer's liability lapses in respect of disputes about which the Insurer has not
received notification within 12 months of termination of the insurance.

13.6. Choice of lawyer
The Insured will choose a lawyer who is suitable for the task at hand based on the nature of
the case and the Insured's office location.

13.7. Legal costs
No cover is provided for legal costs that the Insured is ordered to pay. Any legal costs awarded will be deducted. However, the insurance will cover such legal costs if the Insured is able to prove that the opposing party is not worth suing.

If a settlement is reached after the Insured has been awarded legal costs by a court, the Insured must in advance obtain the approval of the Insurer if it is to be agreed that each party is to bear its own costs. Without such approval from the Insurer, any legal costs awarded by the court will be deducted from the compensation.

13.8. Limiting costs
It is the duty of the Insured to limit the costs of legal assistance as much as possible, and the Insured bears any costs incurred without reasonable cause. Where there are multiple parties on the same side who share similar interests, the Insurer may demand that all parties use the same legal and technical assistance.

13.9. Reasonable and necessary costs and documentation
The Insurer may demand to be kept informed of the scope of costs for which cover is claimed under the insurance. The Insured must inform the Insurer of the costs incurred in connection with any consideration by a special court.

In connection with claims for settlement, the Insurer has the same right as the Insured to receive documentation showing how the lawyer has calculated his fee. Before the final settlement is made, the Insurer may demand documentation showing that the Insured's own share has been paid.

Any questions concerning the reasonableness of costs may be submitted to the Norwegian Bar Association.

General terms and conditions

TERMS AND CONDITIONS NO. 90080
Terms and conditions of 01/12/2012. Superseding terms and conditions of 1 December 2006.

1. Special limitations in Insurer's liability
The Insurer is not liable for any loss, damage or injury, or any increase in loss, damage or injury, which is directly or indirectly caused by or occurs in connection with:

1.1. Nuclear reactions, ionising radiation, nuclear fuel, radioactive radiation/waste, use of rockets or hazardous release of biological or chemical substances.

1.2. Radioactive, toxic, explosive or other hazardous properties in nuclear explosive devices.

1.3. War or war-like operations, irrespective of whether or not war has been declared, riots or similar serious disturbances of law and order.

1.4. Earthquakes or volcanic eruptions.

2. Act of terrorism
Any damage or injury caused by acts of terrorism, including acts involving the hazardous release of chemical or biological substances, is covered in accordance with the following provisions:
An act of terrorism means a violent act which appears to be intended to cause serious personal injury or property damage or other significant loss in order to exert influence on political, religious or other ideological bodies or to instil fear in the population.

The Insurer's total liability for all claims for compensation for damage or injury which is directly or indirectly caused by or occurs in connection with an act of terrorism is limited to a maximum of NOK 1 billion for any one event and NOK 1 billion per calendar year as the total amount for all events. The sublimits apply collectively to the liability under all insurance contracts concluded with the Insurer, with the exception of specially concluded contracts on cover for damage, injury or loss due to terrorism.

Any one event means all claims which are made against the Insurer and which are submitted within a 48-hour period calculated from the first claim being made and where the damage or injury involved is directly or indirectly caused by or occurs in connection with an act of terrorism. If the sublimit per event is exceeded, the compensation amounts will be reduced proportionately.

Exclusions:
No cover is provided for damage to the following:
- Ponds, tunnels, bridges
- Airports, railway stations
- Power plants
- Buildings with more than 25 floors
- Offshore installations
- Objects/interests outside the Nordic region.

3. Expert opinion
If it is possible to demand an expert opinion according to the insurance terms, the following provisions apply to the procedure:

Expert opinions are submitted by independent experts. Each party appoints an expert. If any of the parties so requests, he may appoint a separate expert for specific issues – in the event of business interruption loss, for specific questions. If one of the parties has notified the other party in writing of his appointment of an expert, the other party is obliged to announce his choice of expert within one week of having received such notification. In connection with the expert opinion, the two experts appoint an umpire. If any of the parties so demands, the umpire must be domiciled outside the area in which the parties are domiciled and outside the municipality where the insured event has occurred. If one of the parties fails to appoint an expert, an expert will be appointed on his behalf by the district court in the judicial district in which the expert opinion is carried out. If the experts fail to agree on an umpire, an umpire will be appointed in the same manner.

The experts must gather the information and conduct the investigations that they deem to be necessary. They undertake to submit their expert opinion on the basis of the insurance terms. The two experts perform the valuation – answer the questions in connection with business interruption loss – without summoning the umpire. If they fail to agree, the umpire is summoned to provide his expert opinion on the items on which the experts fail to agree. If the umpire is summoned, the compensation will be calculated on the basis of the umpire's expert opinion. However, the compensation must not exceed the limits which the two experts' assessments will result in. The parties pay for their own expert; the fee to the umpire and any other costs incurred in connection with the expert opinion are shared equally by the parties.

The valuation obtained by way of the expert opinion is binding on both parties.

4. Interest
The Insured is entitled to interest pursuant to Section 8-4 or Section 18-4 of the Norwegian Insurance Contracts Act.

5. **Consequences of fraud**

Any insured party committing fraud against the Insurer loses all rights under the insurance contract or under other insurance contracts with the Insurer in respect of the same event, and the Insurer is entitled to cancel any and all insurance contracts with such insured party, see Section 4-2, Section 4-3, Section 8-1 or Section 13-2, Section 13-3 and Section 18-1 of the Norwegian Insurance Contracts Act.

6. **Cancellation**

6.1. Policyholder's right of cancellation.

During the insurance period, the Policyholder may cancel a general insurance, accident insurance or sickness insurance if:
- the insurance need no longer exists, or
- other special reasons apply, or
- the insurance is transferred to another insurer.

The Policyholder must notify the Insurer subject to a minimum notice of one month. In connection with transfer, the notification must contain information about the insurer to which the insurance is transferred and about the date of the transfer, see Section 3-6 and Section 12-3 of the Norwegian Insurance Contracts Act.

Group general insurance, accident insurance or sickness insurance cannot be cancelled for transfer to another insurer during the insurance period, see Section 3-6, third paragraph, and Section 12-3, fourth paragraph, of the Norwegian Insurance Contracts Act.

The Policyholder cannot cancel a group life insurance policy during the insurance period, see Section 12-3, fourth paragraph, of the Norwegian Insurance Contracts Act.

If the Policyholder carries out major business operations, the insurance cannot be transferred to another insurer during the insurance period. The same applies if the Policyholder's business operations mainly take place abroad, see Section 1-3 of the Norwegian Insurance Contracts Act.

Major business operations mean enterprises that meet at least two of the following conditions:
- More than 250 employees
- Sales revenue of at least NOK 100 million according to the latest financial statements
- Assets of at least NOK 50 million according to the latest balance sheet.

6.2. Insurer's right of cancellation.

The Insurer may cancel an open insurance policy during the insurance period pursuant to the provisions set out in Section 3-7 or Section 12-4 of the Norwegian Insurance Contracts Act:
- At two weeks' notice if incorrect or incomplete information has been submitted about the risk, see Section 4-3 or Section 13-3 of the Norwegian Insurance Contracts Act.
- With immediate effect in case of fraudulently submitted incorrect or incomplete information about the risk, see Section 4-3 or Section 18-1 of the Norwegian Insurance Contracts Act.
- At one week's notice in case of fraud in connection with the calculation of loss, see Section 8-1 or Section 18-1 of the Norwegian Insurance Contracts Act.

The Insurer may also cancel an open insurance policy pursuant to the provisions set out in Section 3-7 or Section 12-4 of the Norwegian Insurance Contracts Act at two months' notice in the event of:
- breach of safety regulations or other assumptions in relation to limitation of liability
- changed use of the insured object or the Insured's business which entails that the Insurer
would not have written the insurance if the new conditions had existed at the inception
date
- damage or injury has occurred, and cancellation is reasonable.

7. **Settlement upon termination of insurance contract during the insurance period**
   In case of termination of the insurance during the insurance period, any excess premium
   will be credited to the Policyholder. The premium which is to be credited to the
   Policyholder must make up the proportionate share of the premium which the remaining
   insurance period constitutes in number of whole months relative to the total insurance
   period, see Section 3-9 of the Norwegian Insurance Contracts Act.

8. **Renewal of insurance**
   The insurance, which is applicable for one year or more, is renewed for one year at a time
   from the expiry of the insurance period, provided that the insurance contract has not been
   terminated.

9. **Legal interests**
   The insurance contract only covers legal interests that can be assigned a monetary value.

10. **Prohibition against profit**
    The insurance must not result in a profit, but must merely compensate the Policyholder for
    any losses suffered within the framework of the insurance contract. The sum insured is not
    proof of the value of the object or the interest.

11. **Norwegian Insurance Contracts Act and applicable law**
    The Norwegian Insurance Contracts Act of 16 June 1989 also applies to the insurance
    contract. The insurance contract is subject to Norwegian legislation unless this is in
    violation of Norwegian Act no. 111 on Choice of Law in Insurance of 27 November 1992
    (Forsikringslovvalgsloven), or another agreement has been concluded.

12. **Venue**
    Any disputes arising under the insurance contract will be resolved before a Norwegian
    court unless this is in violation of mandatory rules in applicable legislation, or another
    agreement has been concluded.

13. **Currency**
    Premiums, sums insured, compensation etc. under the insurance contract are calculated
    in Norwegian kroner (NOK) unless otherwise specified in the terms and conditions or the
    insurance policy.

    The insurance enters into force and expires at 00.00 (midnight).