

Noark Norsk Amatørrytterklubb Boks 95 1332 Østerås

Insurance number	79911070
Issued	28 November 2022

### **Insurance overview for members**

Policyholder: Noark Norsk Amatørrytterklubb

**Athlete - Individual- Athletes** 

Accidental medical disablement

The insurance contract is in Norwegian. Norwegian documents, including the certificate of insurance for members, take precedence. This translated document is based on the Norwegian insurance contract at the issuing date and is intended for information purposes only. It is thus not a valid certificate of insurance.

#### Part 1: Insurance certificate Insurance contract number 79911070 Issued 28 November 2022



#### Athlete - Individual - Athletes

### Policy holder: Noark Norsk Amatørrytterklubb

At the earliest, the insurance for the individual member will take effect on the date when the person in question meets the conditions for membership.

G = National Insurance's basic pension, currently NOK 111.477

The indemnity may be dependent on the sum insured, age, salary, civil status and degrees of medical disability and incapacity for work, see part 3.

The insurance covers	Sum insured	Excess
Accidental medical disablement Lump-sum payment to the insured party in the event of permanent medical disablement in consequence of accidental	250,000	
injury Medical expenses Age limit, 70	Max 50,000	500

#### Terms and conditions for Membership

The individual employee is not allowed to refuse to enrol in this insurance, unless something to the contrary has been agreed and stated in the certificate of insurance.

Entry into effect and withdrawal

- The insurance enters into effect from the date of employment, see also any possible limitations concerning capacity for work and a self-declaration concerning the state of health
- The insurance is in effect as long as it is paid, but no longer than to the agreed age limit
- The insurance will cease at the end of the day that you leave the company

#### Deadline for reporting claims

For accident insurance, treatment insurance and Critical illness damages/claims must be reported to Gjensidige within one year after you or the party that has a right to the compensation became aware of the conditions that justify the claim. Otherwise, the right to compensation may cease.

### The relationship between the insurance contract and the rules of law

Provisions in the insurance contract take precedence to rules of law that may be deviated from.

#### Right of disposal

The insurance claim cannot be transferred, mortgaged or provided as security for a debt in any other way.

### **Complaints and disputes**

If you believe that Gjensidige has made an error in matters pertaining to the insurance contract or claims settlement, you may contact at no charge:

- Gjensidige Kundeombudet (Gjensidige Customer Representative), P.O. Box 700 Sentrum, 0106 Oslo. E-mail: kundeombudet@gjensidige.no
- Finansklagenemnda (Norwegian Financial Services Complaints Board), P.O. BOx 53 Skøyen, N-0212 Oslo. E-mail: firmapost@finKN.no

## Part 1: Insurance certificate

# Accidental medical disablement

disablement	Covered	Not covered
Who the insurance covers	- Those persons who are	
	specified on the Certificate of	
	Insurance.	
		-
Where does the insurance	- Competitions and exhibitions	
apply?	- Organized training	
	- Travel to and from	
	The incurance also applies during	
	The insurance also applies during	
	travel and during stays on behalf/with sports teams, when	
	the purpose of the travel is the	
	practice of sports.	
	process or sports.	
	The coach or other members of	
	the staff must document that the	
	injury occurred during training	
	that is part of the organized	
	training/competition.	
What is covered/not	Permanent medical	- Injury from participation in
covered?	disablement in consequence of	altercations or crimes
	an accidental injury.	- Following sports and leisure
	The bound and discussion in	activities:
	The term medical disability is	- boxing
	used to mean a permanent physical and/or mental functional	<ul><li>recreational diving</li><li>parachute jumping, base</li></ul>
	impairment. The disability is	jumping, hang-gliding,
	established without regard to	paragliding, ballooning or flying
	profession, impaired ability to	microlight or ultralight aircraft,
	undertake gainful employment,	etc.
	leisure interests and similar.	- expeditions in the
		Arctic/Antarctic, Greenland and
	An accidental injury means	the Himalayas
	bodily injury caused by a sudden	- Suicide or attempted suicide.
	and unforeseen external physical	However, suicide is covered if the
	event (accident) that occurs	Indemnified Party can prove that
	during the period of insurance.	this was precipitated by acute
	l	mental confusion with an external
	In addition the insurance covers	cause - and not a mental illness.
	sudden and unforeseen	- Accidental injury in consequence of
	accidental injuries caused by:	an earthquake in Norway - War, see General Terms and
	- A fall which is not caused by illness	Conditions, part 2
	- Twisting injuries of the knee	- Nuclear weapons and nuclear
	And ankle	radiation, see General Terms and
	- Fracture in the shoulder, arm,	Conditions, part 2, for sum
	wrist, femur, leg bones, shin,	limitation per claim event
	ankle or calcaneum, which is a	- Military service, see Other
	result of a hard and/or awry	Provisions – Personal, part 2
	landing after a jump.	- Injury attributable to another illness
		or morbid condition/disposition
	Compensation for medical	- Mental injury alone, e.g. shock,
	expenses of up to NOK 50,000	unless a physical injury has
	are payable after an	occurred at the same time. Mental
	indemnifiable accidental injury	injuries are covered only when a
	when the Insured Party is a	physical injury has occurred at the
	member of the Norwegian	same time resulting in permanent
	National Insurance scheme.	indemnifiable medical disablement.
	Medical expenses are paid for up	- The following diseases, diagnoses,
	to 2 years after the date of the	conditions or injuries even if an
	injury.	accident can be proven to have been the cause:
	Necessary expenses for - Dentists	Musculo-skeletal conditions:
	- Delitions	1. Plusculo-skeletal collultions.

- Doctors receiving public operating subsidies
- Treatment at hospitals
- Chiropractors or physical treatments
- Alternative treatments prescribed by a doctor
- Imaging diagnostics, bandages, medicines and prostheses prescribed by a doctor or a dentist.
- Reasonable and necessary travel expenses between home and the treatment location.

By agreement with Gjensidige, compensation for necessary expenses will be paid for a rehabilitation/training centre prescribed by a doctor, but not for expenses for treatment and stays at private hospitals or outpatients' clinics.

Preconditions for compensation – see part 3.

- myalgias and other non-specific painful conditions
- tendinitises, tendinoses and impingements
- frozen shoulder
- prolapse, throughout the spinal column
- lumbago
- nerve root compromise radiating to the arms or legs (sciatica) or some other nerve compression
- spondylolysis/spondylolisthesis, spondylosis and osteochondrosis
- 2. Cardiovascular diseases
- 3. Fatique syndromes
- Injury/illness caused by infection by bacteria, virus or some other source of contagion, e.g. insect stings/bites, all forms of hepatitis and illnesses caused by HIV infection.
- Injury due to medical complications during examination or treatment carried out by authorised or nonauthorised health personnel.
- Dental injuries caused by chewing.
- Dental injury does not give entitlement to medical disability compensation.
- Expenses for stays in hotels, convalescent homes, etc., in connection with treatment

# Part 2: Other Provisions apply for:

### - Athlete

Definitions	-Policyholder
	The party who enters into the insurance contract
	with Gjensidige.
	- Indemnified Party
	The party entitled to compensation.
	- Insured Party/co-insured
	Is the party whose life or health the insurance is linked to.
	- Spouse
	Person the insured party is lawfully married to.  A registered partner is considered to be of equal
	standing to a spouse.
	A person is no longer regarded as a spouse when a decree has been given, or judgment rendered, for separation or divorce. This applies even if the
	decision is not final or legally enforceable.
	- Cohabitant
	person with whom the Insured Party is living in a marriage-like relationship with, and;
	- the registered information in the National
	Population Register indicates that the party in
	question has had the same permanent residence
	as the Insured Party for the past two years, or
	- the person in question has, has had or is
	expecting children with the Insured Party, re the
	Norwegian Act on Inheritance § 28 b, and they
	have the same registered residence in the
	National Population Register.
	This, however, does not apply if circumstances
	existed that formed an impediment to a legal marriage on the date the insurance event occurred The cohabitant relationship is regarded as having
	ceased from the end of the day on which the aforementioned conditions no longer apply.

# Part 2: General terms and conditions

#### 1. The insurance contract consists of

- the insurance document
- Potential contract in the case of collective insurance policies

### and is also regulated by:

- the Act on insurance agreements
- other legislation

The Insurance Certificate has precedence to the insurance terms and conditions and safety regulations, and special provisions take precedence to general provisions.

#### 2. Norwegian law and jurisdiction

Norwegian law applies for the insurance contract. Disputes under the insurance contract will be resolved before Norwegian courts.

3. Guarantee scheme for liability insurance

Gjensidige participates in a guarantee scheme for individual/private general insurance that can contribute if the company does not have the money to pay.

#### 4. Currency

Prices, indemnity and interest are calculated and settled in Norwegian kroner.

#### 5. Basic price

The basic price is a fixed amount independent of the scope of the insurance contract. The basic price covers expenses for administration and document forwarding, and is not refunded upon termination during the insurance year.

# 6. One-year agreements are renewed automatically

The insurance is for one year and is renewed automatically for one year at a time if the policyholder does not terminate the insurance. Gjensidige may alter that price and terms and conditions each year at the annual renewal date.

## 7. Right of cancellation pursuant to act on Consumer Contract Regulation (Angrerettloven)

Private policyholders have the right to cancel an agreement of purchase of an insurance contract when the contract was entered into at a distance over phone or online. The period with right of withdrawal is thirty days for personal insurance and fourteen days for other insurance. The deadline for withdrawal runs from the receipt of the insurance document.

Notification of use of the right of withdrawal must be given by the expiry of the withdrawal period. The insurance contract will then be terminated, and the policyholder will only pay for the days that the insurance was in force.

#### 8. Time-limited insurance

Insurance that has been agreed upon for a limited time period ceases upon the agreed expiry date without further notice.

#### 9. Credit balance

If the insurance ceases during the period of the insurance, the credit balance for the remaining portion of the insurance period will be computed provided that nothing to the contrary is specified in the individual conditions. This does not apply for the basic price, see point 5.

If the outstanding\credit balance is requested paid out, an account number must be provided. The credit balance can also be transferred to another insurance contract in Gjensidige.

#### 10. Direct debit

Payment via direct debit requires payment according to the plan in the payment statement. In the event of lack of a payment, the consequence will be that the remaining part of the annual premium will be due.

#### 11. Interest

Interest is computed on claims settlements in accordance with the Sections 8-4 and 18-4 of the Insurance Contracts Act.

# 12. Termination in the event of a change of ownership

Instead of section 7-2 of the Act on insurance agreements, this applies:

If there is a change in ownership of the object to which the insurance policy relates, the policy will cease to apply. Nevertheless, Gjensidige will be liable for insurance events that occur within fourteen days after the change of owner. In any case, the insurance will cease to apply once the new owner has signed an insurance policy.

# 13. Automatic termination of insurance on registered vehicles with liability insurance

The car insurance on registered vehicles with liability insurance, ceases automatically in the event that the car is: sold, written off, stolen or unregistered.

#### 14. Motor insurance tax to the state

The insurance companies are required to collect motor insurance tax from the state.

This does not apply to zero-emission vehicles. The motor insurance fee follows the liability insurance for the vehicle, and you pay for the period the vehicle is registered.

#### 15. Gjensidige's right to cancel the insurance

Gjensidige may cancel the insurance for lack of payment, erroneous or lacking information as well as due to special reasons.

In addition, Gjensidige may cancel the insurance if the policyholder goes bankrupt or after damages, provided cancellation is reasonable. This does not apply to life assurance.

#### 16. Fraud

In the event of fraud, both the right to compensation and to a refund of amounts paid in are lost, and all insurance contracts may be terminated with immediate effect. Compensations that are already paid can be subject to a claim of restitution from Gjensidige.

#### 17. War and unrest

The insurance does not provide compensation for damages, disability, death or loss that is due to:

- War or serious unrest in Norway
- War, war-like conditions or other forms for unrest abroad, if the insured travels into, or takes up residence in, an area of war or unrest where the Norwegian Ministry of Foreign Affairs has issued travel advice as a result of the security risk – unless otherwise agreed in writing
- Participation in war

The above limitations do not apply to personal injury covered by the Occupational Injury Insurance Act.

On personal and travel insurance, Gjensidige nevertheless covers damage to persons, property or loss caused by war, warlike condition or unrest abroad that occurs for up to 6 weeks from the time the Norwegian Ministry of Foreign Affairs has issued travel advice, when the insured is already in the area to which the travel advisory applies.

On motor vehicle insurance, the insurance does not cover any damages or expenses that occur in countries where the Norwegian Ministry of Foreign Affairs has issued travel advice as a result of war, warlike conditions or unrest. On motor vehicle insurance, Gjensidige nevertheless covers damage to persons, things or loss that occurs for up to 6 weeks from the time travel advice is available, when the insured motor vehicle is already in the area to which the travel advice applies.

### 18. Injury from acts of terrorism

In the event of an act of terrorism, Gjensidige's total compensation liability to all customers and other claimants is limited to NOK 1 billion per claim event. All injuries and other losses occurring within a 48-hour period are considered to be the same event. If the set limit per event is exceeded, the indemnity will be reduced proportionately.

For the following objects or interests, damage is not covered regardless that is the direct or indirect consequence of an act of terrorism:

- Dams, tunnels, bridges, airports, railway stations, power stations, buildings of more than 25 storeys
- Objects or interests outside the Nordic Countries.

This limitation does not apply to travel insurance or personal insurance policies - or to personal injuries that fall under the Automobile Liability Act or the Act relating to industrial injury insurance.

An act of terrorism is understood to mean an unlawful, harmful act targeting the general public,

including an act of violence or dangerous dispersal of biological or chemical substances that is understood to have been performed in order to exercise influence on political, religious or other ideological bodies or to generate fear.

# 19. Hazardous dispersal of biological or chemical substances etc

For personal injuries under the Automobile Liability Act and the Act relating to industrial injury insurance, as well as for travel and personal insurance policies, Gjensidige covers injuries or losses in consequence of dangerous dispersal of biological or chemical substances, damages or losses caused by rockets, nuclear weapons or nuclear radiation.

For travel and personal insurance policies, the following limitation applies:

For injury caused by a nuclear weapon or nuclear radiation, the total liability to pay indemnity to all customers and other claimants is limited to NOK 500 million per injury event. All injuries caused by the same event, or which were caused by a continuous chain of events, are considered to be a single injury event.

For other insurance policies, such damages/losses are not covered.

#### 20. Earthquakes and volcanic eruptions

Gjensidige covers losses or damages that directly or indirectly are caused by or bear an interrelationship with earthquakes or volcanic eruptions for:

- personal insurance policies, except accidental injuries caused by earthquakes in Norway
- travel insurance
- personal injury under the Automobile Liability Act
- personal injury under the Act relating to industrial injury insurance

For other insurance policies, losses or damages, and increases in losses or damages, due to earthquakes and volcanic eruptions are not covered.

## 21. Areas that are subject to sanctions by the

Any obligation to pay compensation, or other rights to the insured party – or other right holders according to the insurance contract, lapse if the fulfilment of the obligation violates laws implementing binding decisions made by the UN Security council or restrictive measures adopted by the EU Council or other sanctions adopted by the US, Great Britain or Norway.

# 22. The insurance companies' central register of claims – FOSS

All claims that are reported to an insurance company may be registered in the insurance companies' central register of claims. When an insurance company reports a claim to the register, the company automatically obtains a list containing the national identity number, organisation number, case number, industry code, company, type of claim, date and case officer's initials for all claims previously

reported for the same customer - also claims with other insurance companies.

Claims in the register are deleted after 10 years.

Policyholders have the right of inspection upon submission of a written inquiry to the service office of the FINANS NORGE (Norwegian Financial Services Association), P.O. Box 2473 Solli, N-0202 Oslo or <a href="mailto:firmapost@fno.no">firmapost@fno.no</a>

# 23. Register of life insurance and pension agreements

The service office of the Norwegian Financial Services Association maintains a register of all life insurance and pension agreements so that the insured parties and their survivors can find information more easily. Names, national identification numbers, reference numbers and the names of the financial institutions are registered.

The policyholder has the right of inspection and right to make reservations against being listed in the register by submitting an inquiry to the service office of the FNO Servicekontor, P.O. Box 2473 Solli, N-0202 Oslo. See also www.norskpensjon.no

#### 24. Arbitration

The basis for indemnity and values and issues connected with calculating losses from interruption are to be decided by arbitration if the Indemnified Party or Gjensidige requests it. The arbitration valuation is the maximal limit for Gjensidiges liability.

The Insured Party or Gjensidige can demand the compensation assessed by arbitration for physical damage to the following items:

- Motor vehicle, including trailer
- Machinery
- Ship and boat
- Building
- Household goods, property and movables
- Operating losses, including loss of rent
- Valuables

With an exception for operating losses and loss of rent, the arbitration shall only be related to the physical damage to the insured object, and no other claims in connection with the case.

Appraisals will be provided by impartial experts. Each party selects an appraiser. If either party some desires, a special appraiser may be chosen for particular objects or for specific issues in the event of any business interruption losses.

If one of the parties has informed the other of his or her choice in writing, the other party is obliged to provide details of the person chosen within one week of having been informed. Prior to the appraisal, the appraisers will choose an arbitrator. If either of the parties so insists, that person should be resident outside the parties' hometown and outside the municipality in which the insurance event occurred. If one of the parties fails to choose an arbitrator, one will be appointed by the district court in the judicial district where the arbitration is taking place. If the

appraisers do not agree on an arbitrator, one will be appointed in the same manner.

The appraisers shall gather any information and undertake any investigations that they deem necessary. They are obliged to make their appraisal on the basis of the insurance contract. The appraisers undertake the valuation - answering any questions connected with business interruption losses - without calling on the arbitrator. If they are unable to agree, the arbitrator will be summoned, and will apply the same rules to make his/her appraisal on those points upon which the arbitrators disagree. If the arbitrator is called upon, compensation will be calculated on the basis of his/her appraisal. Nevertheless, the compensation must not exceed the limits implied by the appraisers' estimates.

The parties each pay their own appraiser. Fees for the arbitrator and possible other costs connected with the appraisal will be shared equally by the two parties. For arbitration vis-à-vis household customers pertaining to property damage connected with household insurance, when it is Gjensidige that requests arbitration, Gjensidige will pay all arbitration costs. The appraisal's valuations are binding on both parties.

# 25. Information regarding processing of personal data

Processing your personal data is necessary to enter into and fulfill the insurance contract.

The information is used at renewal of the insurance contract, for claims handling and to administer the customer relationship.

We also process your personal data on the basis of our legitimate interest.

This is in relation to customer follow-up and marketing, for market and customer satisfaction surveys, development of new and existing services and when we monitor traffic to our websites.

In the case of customer complaints, recourse claims and legal processes, we will process your personal data to establish, exercise or defend a legal claim. We also process personal data to fulfill legal obligations from other legislation.

If the processing requires special categories of personal data, like health information and union membership which is necessary to enter into the agreement, we will obtain your consent.

Automated individual decisions are used when purchasing insurance and in claims processing. Profiling may be used in such decisions. If the result of an automated individual decision affects you significantly, you may in some cases have the right to request a manual assessment of the decision. You will be informed of this in the instances where it applies.

Gjensidige can make your personal data available to others internally in the group, to service providers and partners, insurance mediators, other insurance companies and to insurance companies' joint

registers. This only if the law permits and it is in accordance to client confidentiality.

When the disclosure of data to official government prevails the client confidentiality we can disclose your personal data without your consent. Your personal data is processed as long as you have an insurance policy with us.

After a contract with us is terminated we will store the information in accordance with the limitation periods for the relevant products due to the possibility of future insurance claims that are relevant for the insurance period.

The Personal Data Act gives you greater control of your personal data.

This means that you have the right to ask for access to information, make corrections and to erasure of your personal data, among other things.

You have in some cases also the right to object to the processing and to request that processing is restricted.

You can object to processing for direct marketing purposes and when the processing is based on your consent you can withdraw this.

You also have the right to be given a copy of the personal data that you have provided to us, and you can file a complaint to The Norwegian Data Protection Authority.

You exercise your rights by your logged in area or by submitting a written inquiry to us.

The legal entity responsible for processing your personal data is Gjensidige Forsikring ASA, Norge, Schweigaards gate 21, NO-0191 Oslo, org.nr. 995 568 217.

Contact adresse: Gjensidige Forsikring ASA, P.O. Box 700 Sentrum, NO-0106 Oslo.

You can also contact our Data Protection Officer at personvernombudet@gjensidige.no or send a letter to Gjensidige Forsikring ASA, att./Personvernombudet, P.O. Box 700 Sentrum, NO-0106 Oslo

See the complete Privacy Policy at www.gjensidige.no, or send a written inquiry and we will send it to you.

# Part 3: Terms and conditions

### **Collective rules for:**

#### - Athlete

#### **Claims settlement**

If the Insured Party neglects to undergo recommended medical treatment and/or occupational rehabilitation measures without reasonable grounds, this may mean that the insurance policy will not be paid.

If the Insured Party is outside of Norway, Gjensidige may demand, as a condition for paying compensation, that the Insured Party be examined by a doctor in Norway for an assessment of whether the terms and conditions for payment have been met. The doctor's fee will be paid by Gjensidige, whereas other fees will be paid by the insured party.

#### **Time-barring**

Claims for compensation are time-barred after 3 years, although 10 years at the latest, after the end of the calendar year in which the insurance event occurred, cf. Section 18-6 of the Insurance Contracts Act.

The time limit begins to accrue from the end of the calendar year during which the entitled person obtained or should have acquired necessary knowledge about the circumstances substantiating the claim.

### Gjensidige's right of legal remedy

- against wrongful party

Gjensidige has the right of recovery against a liable wrongful party for paid indemnity, cf. Section 3-7 of the Compensation Act and Section 8 of the Act relating to industrial injury insurance.

- against policyholder

Gjensidige can request legal remedy from the Policyholder, in accordance with the general rules on legal liability, if the obligations in accordance with the insurance contract have not been observed.

### **Accident**

#### When an accidental injury occurs

An accidental injury occurs on the date of accident.

#### Morbid condition/disposition or injury

When it may be assumed that a morbid condition/disposition or injury has contributed along with the accidental injury to the disability or death of the Insured Party, compensation will be reduced in so far as the morbid condition/disposition or the previous injury was significant to the disability or death.

#### G-regulated insurance

If the sum insured is specified in terms of the National Insurance basic sum (G), then the figure used for calculating the compensation will be G on the date of the accident.

#### Accidental disablement

- For 100 % medical disablement, a disablement benefit is paid at the amount that is stated on the Certificate of Insurance. For partial medical disablement, a proportionate amount of the sum insured will be paid.
- 2. If the insured dies within one year of the injury, no disability compensation is paid.
- The degree of disability is established pursuant to the Ministry of Health and Social Affairs' invalidity table in its regulations of 21 April 1997, parts II and III.
- Loss of or injury to a body part or organ that had been fully non-functional before the accidental injury occurred does not give entitlement to disability insurance.
   If a body part or organ was formerly partially functional, a deduction will be made once the degree of disability is determined.
- If the degree of medical disablement can change, the final settlement may be postponed until
  - 3 years after the date of the accident for insured parties over 20 years of age
  - 5 years after the date of the accident for insured parties under 20 years of

The final settlement shall then be based on what must be assumed to be the lifelong medical disability based on the condition on the third and fifth anniversaries respectively of the accidental injury.

 Total determination of disablement for one and the same injury may not be higher than 100%.

### For children under the age of 20:

Gjensidige covers dental treatment that is not covered by the state and which is performed prior to the end of the calendar year in which the insured party turns 22 years of age. Expenses for treatment by a dentist not receiving public operating subsidies are not covered for children below the age of 18 years.

For death resulting from an accident, an indemnity of 1  $\,\mathrm{G}$  is paid.

#### Medical expenses

Original receipts must be presented.

The insurance only covers expenses that do not:

- may be required elsewhere
- is not covered by NIF's Childrens license insurance
- covered by other sports license insurance

A deductible stated in the insurance certificate is deducted for each clamim.