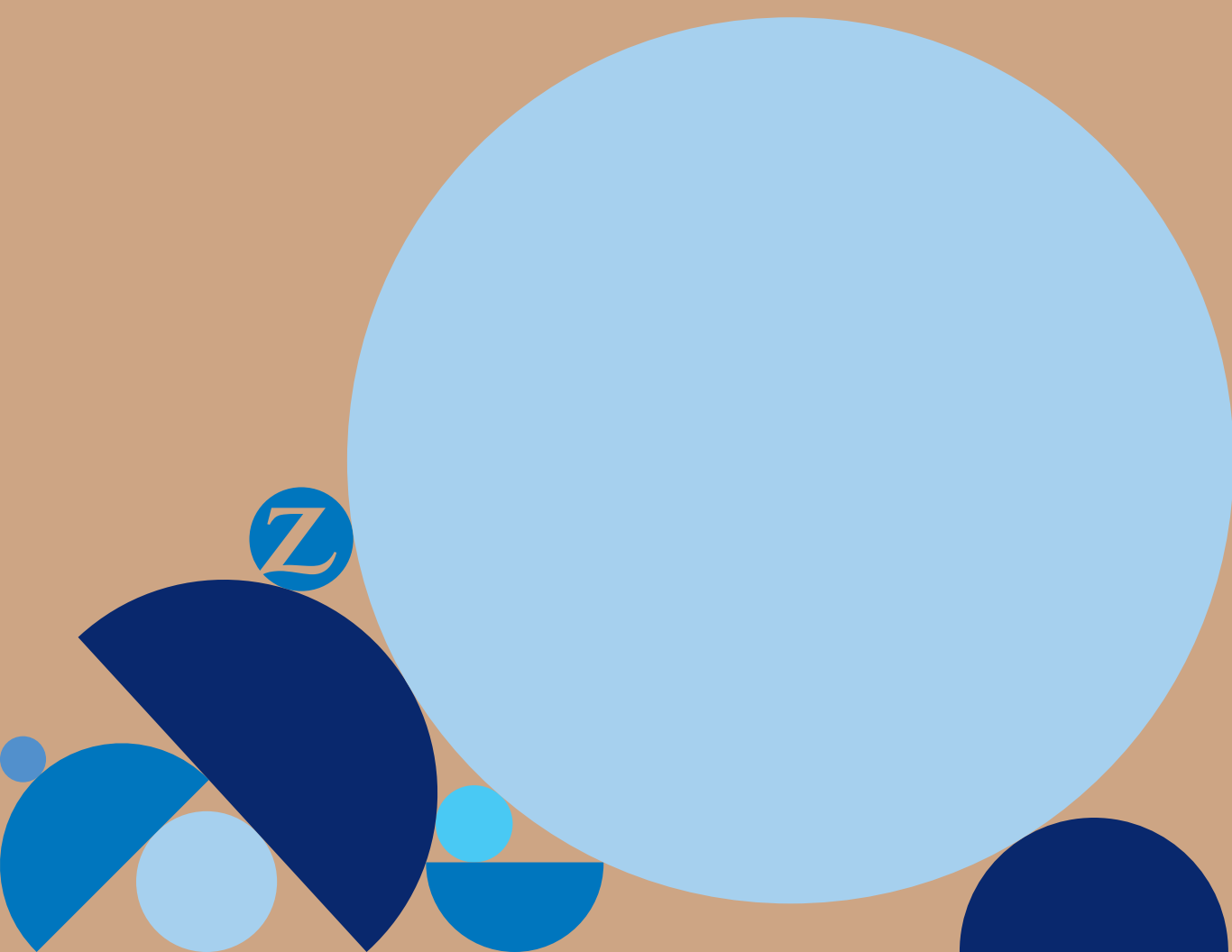


TEAM® Norway

Terms and conditions for Duvi pension scheme
disability related risk coverages

Valid from 1 July 2022



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Legal note: This is an unofficial translation of the original Norwegian language policy document and is for illustrative purposes only to assist in the understanding of the contractual contents of the Norwegian legal document in force. The original policy document in Norwegian language prevails in any case.

This disability insurance cover is in place to cover the insured members of employers joining the Pension scheme of Duvi AS. The waiver of pension contribution tariff is a mandatory tariff whilst the disability pension tariff is an optional tariff.

This terms and conditions booklet is describing the terms and conditions of the disability coverages applicable for the insured members when enrolling, according to the terms and procedures agreed between Duvi AS and Zurich Eurolife S.A., to the policy subscribed by Duvi AS and issued by Zurich Eurolife S.A.

1. Definitions

Actively at work

Actively at work means full employability equivalent to full-time jobs for all members. This applies regardless of whether the actual job percentage held by the member is lower than full time.

Employer

Employer is defined as limited liability company, public limited company, responsible company, individual company and any other legal entity that has an employee in its service, including self-employment. The employers can join the collective insurance scheme subscribed by Duvi AS to enroll the insured members, according to the terms and procedures agreed between Duvi AS and Zurich Eurolife AS, to the insurance coverages. The employers do not become policyholders of the policy subscribed by Duvi AS.

Children

Children are the insured member's own children, stepchildren and adopted children, provided they are under 18 years of age. Other children who, according to a public authority, are supported by the insured member and have been included in the insured member's family are also covered.

Insured member

Members of the pension scheme may be the employer (where a natural person, notably self-employed persons) and employees who meet the admission requirements in the regulations for the pension scheme. Such employers and employees are also regarded as insured members, notwithstanding the actively at work requirement, if they have become disabled while covered by an insurance that is transferred to Zurich Eurolife S.A.

Policy

The group insurance contract entered into between the policyholder (Duvi AS) and Zurich Eurolife S.A.

Insured event

The insurance event for waiver of pension contribution and disability pension (if selected) is triggered if the insured member becomes disabled, with complete or partial loss of ability to earn income, during the period of cover. If the insured member is declared permanently or temporarily totally disabled, the full benefit will become payable. If the insured member is declared permanently or temporarily partially disabled, the benefit will be payable partially reflecting the percentage degree of disability. The degree of disability needs to be determined by an accredited medical practitioner and agreed by the insurance company. The benefit will become payable with effect from the end of the 12 months waiting period.

For the benefit to be payable, the policy must be in force and the individual must have been an insured member at the date from which the insured member was continuously occupationally disabled and also satisfy the other requirements as stated in these terms and other regulations.

Insurance company

Zurich Eurolife S.A. incorporated under the laws of Luxembourg and registered with the Luxembourg register of commerce and companies under no. B51753 with registered office at Building Elise, 21 rue Leon Laval, L-3372 Leudelange, Luxembourg. Zurich Eurolife is allowed to operate in Norway based on freedom of providing services regime. Zurich Eurolife S.A. operate in Norway market via its agent Norwegian Underwriting Agency AS (NUA), being in charge of defined services linked to the distribution and intermediation of the products.

Norwegian Underwriting Agency AS, is an insurance intermediary set up as a limited liability company incorporated in Norway, whose registered office is at Rådhusgata 23, 0158 Oslo, Norway, and registered with the Brønnøysundregistrene with registration number 991 073 892 and duly authorized by the Finanstilsynet to act as an insurance intermediary in Norway.

Claims adjuster

Van Ameyde Norway AS has been engaged by Zurich Eurolife S.A. to provide services related to claims management and is entitled to deal with the claims notified according to these terms and conditions as further specified below. Van Ameyde Norway AS is a company incorporated under the laws of Norway and registered with the Norwegian register of commerce and companies under No. 981 964 047 with registered office at Møllergata 4,, NO-0179 Oslo, Norway.

Insurance Business Act

Act of 10 June No. 44: Insurance Business Act.

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The Norwegian National Insurance Scheme basic amount is adjusted May 1st and is determined after the social security settlement.

Defined Contribution Act

Act of 24 November 2000 No 81: Defined Contribution Act.

Normal departure date

Means the insured member's 67th birthday or an earlier retirement date as stipulated in the law.

Norwegian Act relating to insurance contracts

Act of 16 June 1989 No.69: Act relating to Insurance Contracts.

Mandatory Pension Act

Act of 21. December 2005 No. 124 : Mandatory Pension Act.

Pension scheme

Defined Contribution Pension Scheme according to Norwegian Law administered by Duvi AS

Policyholder (Duvi AS)

The policyholder under this insurance contract is Duvi AS. The policyholder enrolls the insured members of the employers joining its pension scheme to the group insurance policy issued by the Insurance company in accordance with the agreed tariffs.

Taxation Act

Act of 26 Mars 1999 No. 14: Taxation Act.

Occupational Pension Act

Act of 13 December 2013 No.106: Occupational Pension Act.

Benefit

The benefit provides a monthly payment equal to the sum insured or part thereof, payable subject to occurrence of the insured event, further described in sections 2 and 3 of this terms and conditions and described in the statement of coverage provided by the pension scheme.

2. Waiver of pension contribution

Waiver of pension contribution is an insurance cover where the insurance company pays the employer's contribution to the pension scheme for the insured member who has become disabled during the insurance period. The benefit is payable on a monthly basis by payment to Duvi AS being the pension scheme provider accruing the amount payable to insured member's pension account.

2.1 The scope and limitations of the waiver of pension contribution cover

2.1.1 The right to waiver of pension contribution benefit

The waiver of pension contribution benefit becomes payable when the insured member has a reduced earning capacity due to illness or injury. Earnings must be reduced by at least 20 percent. It becomes payable only if appropriate treatment and appropriate measures to improve the earning capacity have been applied, such as medical treatment or surgery. The reduced earning capacity must have occurred while the insurance was in effect.

2.1.2 The amount of the waiver of pension contribution benefit

The amount of the waiver of pension contribution benefit corresponds to the contribution amount that, according to the contribution plan of the Pension scheme, is to be paid for the insured member at the time the earning capacity was reduced (first sick day). The amount payable is determined by the insured member's actual degree of disability (degree of disability). The degree of disability is calculated based on the insured member's income earning capacity, and opportunities for professional income, prior to occurrence of the disability, compared to the income capacity, and the opportunities, after the disability period, cf. the Defined Contribution Act § 2-4 second paragraph and the Occupational Pension Act § 2-1 second paragraph.

The degree of disability needs to be determined by an accredited medical practitioner and agreed by the insurance company. The benefit will become payable with effect from the end of the waiting period stated in the policy schedule. In the case of partial disability, the degree is set in five percent increments. If there is a fixed disability degree determined by the National Insurance Scheme, this is normally used, but the insurance company will set another degree of disability for the waiver of pension contribution if the actual income ability in line with provided documentation indicates another disability degree.

After the waiver of pension contribution benefit has been granted, the basis for calculating the insured member's retirement pension (incl. salary, percentage of savings and G amount) will remain unchanged. In case of partial disability, the contributions to the retirement pension consists of contributions from the waiver of pension contribution benefit payments and contributions from the employer calculated on the member's disability degree and salary received by the member.

Waiver of pension contribution is not payable or shall cease to be paid if the insured member's pensionable work income for one calendar year amounts to more than 80 per cent of the income prior to becoming disabled, adjusted in accordance with subsequent changes of the G amount.

If the payment of waiver of pension contribution benefit is resumed after being paused, the amount of the waiver of pension contribution will be the same benefit amount as before the waiver of premium was paused.

The insurance company's share of the total amount of contribution to the pension scheme, on the combined basis, consisting of defined waiver of pension contribution benefit and contributions based on earned income, cannot amount to more than the insurance company's share that was applicable at the time of the disability triggering payment of the waiver of pension contribution benefit.

2.1.3 Exclusions

In addition to the general exclusions detailed in 4.2 the waiver of pension contribution benefit is not payable in case of insured member's disability is due to:

- a) damage caused intentionally by the insured member, unless the insured member could not understand the scope of his action due to his age or state of mind.
- b) illness or injury that the insured member had and must have been aware of at the time of becoming insured member of this policy and which within two (2) years thereafter leads to incapacity for work.

The same provision applies to an increase in the waiver of premium contributions that is not due to a general increase in the salary of the employer. The two-year period is calculated from the day the salary is increased.

If the insured member was included in another pension scheme prior to inclusion in this policy, and there was no disruption in the risk coverage, the two-year period is considered from the date of inclusion in the former occupational pension scheme containing the comparable risk coverage.

2.1.4 Payment of the waiver of pension contribution benefit

The payment of the waiver of pension contribution benefit is subject to one year waiting period, calculated as of the day of first day of continuous sickness triggering disability impacting earning capacity of the insured member. However, if a disability benefit has been granted from the National Insurance Scheme before one year has passed since the earning capacity was reduced, the right to payment of the waiver of pension contribution benefit will arise prior to expiration of one year waiting period in case that no other sickness benefit paid.

Waiver of pension contribution is payable as long as the insured member's income capacity is reduced to at least the minimum degree of disability in section to clause 2.1.1. However, the waiver of pension contribution payments ceases latest at the reaching of the normal departure age.

The waiver of pension contribution payments stop upon death of the insured member.

3. Disability Pension

Disability pension is an optional cover the employer might select for all its insured members enrolled to the pension scheme, where the insurance company pays the benefit to the insured member becoming disabled during the insurance period. The benefit is payable on a monthly basis by payment to the insured member. This cover is provided in case it is specifically confirmed in the statement of coverage provided by the pension scheme.

3.1 The scope and limitations of the insurance

3.1.1 The right to disability pension benefit

The disability pension benefit becomes payable when the insured member has a permanent or temporary loss of earning capacity due to illness or injury. Earnings capacity must be reduced by at least 20 percent, or a higher percentage if requested and as stated in the statement of coverage. It becomes payable only if appropriate treatment and appropriate measures to improve the earning capacity have been applied, such as medical treatment or surgery. The reduced earning capacity must have occurred while the insurance was in effect.

If it is agreed that the disability pension is payable only at a disability degree higher than 20 per cent, the following applies:

- a) The minimum degree for eligibility for a disability pension will not be higher than 40 per cent for an insured member who receives work clarification money from the National Insurance Scheme.
- b) The minimum degree for eligibility for disability pension will not be higher than 30 per cent for an insured member whose reduced earning capacity is due to occupational injury or occupational disease.

3.1.2 Calculation of the disability pension

Disability pension benefit is calculated using the insured member's salary (as recorded in the pension scheme's system) and the G amount at the time the earning capacity was reduced (first sick day), cf. Section 8-5 of the Occupational Pensions Act.

The salary basis and the G amount used to calculate the amount of the disability pension benefit will remain unchanged during the entire payment period of the full or partial disability benefit. The same applies if the payment of a disability pension is temporarily suspended due to high income as per section 3.1.7.

If the payment of disability pension benefit is resumed after being paused, the amount of the disability pension benefit will be calculated according to the salary/ benefit amount with which the insured member was registered when the disability pension was paused.

Disability pension is calculated based on the relevant degree of disability, reducing proportionally the amount of full benefit corresponding to 100 per cent reduction in earning capacity.

Determination of reduced earning capacity is based on a comparison of the income opportunities the insured member had before the disability and the insured member's income opportunities after the disability, cf. Sections 8-3 and 8-4 of the Occupational Pensions Act.

The degree of disability needs to be determined by an accredited medical practitioner and agreed by the insurance company. The benefit will become payable with effect from the end of the 12 months waiting period. In the case of partial disability, the degree is set in five percent increments. If there is a fixed disability degree determined by the National Insurance Scheme, this is normally used, but the insurance company will set another degree of disability for the disability pension if the actual income ability in line with provided documentation indicates another disability degree.

3.1.3 Additional child allowance

If the insurance includes an addition to the disability pension for a disability pensioner who has children, the additional child allowance applies to dependent children under the age of 18.

Child allowance is stated in the statement of overage, cf. Section 8-6 third paragraph of the Occupational Pensions Act. The total child allowance (for all children) cannot exceed 12 per cent of the insured member's salary up to 6 times the G amount.

Child allowance is calculated on the basis of the insured member's salary at the time the ability to work was reduced.

Child allowance and the maximum amount limit are proportionally reduced if the degree of disability is reduced.

3.1.4 Previously earned rights

The disability pension shall be reduced by a disability pension from paid-up policies, pension certificates and suspended rights from membership in the public occupational pension scheme. The disability pension cannot be further reduced if the insured disability pension amount has already been reduced before the calculation of premiums. The amount of reduction of the disability pension is transferred to the premium fund.

The insured member shall inform the company of its rights to paid-up policies, pension certificates and suspended rights from membership in the public occupational pension scheme.

If the amount of disability pension paid to the insured member was not correct as a result of incorrect or incomplete information about previous rights, the following applies:

In case of excessive payment, the difference must be paid back as a lump sum or the difference can be offset by deducting future payments of disability pension.

If too little of the sum insured is paid to the insured member, the difference shall be repaid as a lump sum and covered by the premium fund. If there are insufficient funds in the premium fund at the time of settlement, the employer is obliged to pay the amount as a contribution to the premium fund.

The provisions of rules in section 8-7 of the Occupational Pensions Act shall be reflected accordingly.

3.1.5 Exclusions

In addition to the general exclusions detailed in 4.2 the disability pension contribution benefit is not payable in case of insured member's disability is due to:

- a) damage caused intentionally by the insured member, unless the insured member could not understand the scope of his action due to his age or state of mind.
- b) illness or injury that the insured member had and must have been aware of at the time of becoming insured member of this policy and which within two (2) years thereafter leads to incapacity for work. This does not apply if the insured member has made a health declaration at the time of entry or increase.

The same provision applies to an increase in the waiver of premium contributions that is not due to a general increase in the salary of the employer. The two-year period is calculated from the day the salary is increased.

If the insured member was included in another pension scheme prior to inclusion in this policy, and there was no disruption in the risk coverage, the two-year period is considered from the date of inclusion in the former occupational pension scheme containing comparable risk coverage.

3.1.6 Payment of the disability pension benefit

The payment of the disability pension benefit (and any eventual additional child allowances) is subject to payment at the earliest one year from the time when the member's earning capacity was reduced at least to the level required by the legislation's, calculated as of the day of first day of continuous sickness triggering disability impacting earning capacity of the insured member. However, if a disability benefit has been granted from the National Insurance Scheme before one year has passed since the earning capacity was reduced, the right to payment of a disability pension and any child allowance will arise prior to the expiration of one year waiting period in case there no other sickness benefit paid.

Disability pension benefit is payable as long as the insured member's income capacity is reduced to at least the minimum degree of disability in section to clause 3.1.1. However, the disability pension benefit payments cease latest at the reaching the normal departure age. Any child allowance will cease at the latest by the age of 18 of the relevant child.

Disability pension and any child allowance are paid monthly in arrears from the day the right to disability pension occurs and subject to continuous disability of the insured member meeting the eligibility criteria.

The payments of disability pension and any child allowance stop upon death of the insured member.

3.1.7 Deductions for work income or other benefits

Work income:

For a disability pension pursuant to the Occupational Pensions Act, a deduction shall be made in the disability pension for an insured member who for a calendar year has pensionable income that exceeds income after disability as stipulated in Section 8-3 third paragraph of the Occupational Pensions Act. In case the insured member receives the disability benefit from social security, four tenths of the basic social security amount are added to the income after disability. The reduction of disability pension shall correspond to the excess income, multiplied by the ratio between the disability pension at 100 per cent disability and the income before disability as stipulated in Section 8-3 third paragraph of the Occupational Pensions Act. In the calculation, income is adjusted before and after disability after subsequent adjustment of the basic social security amount.

The amount of reduction of the disability pension is transferred to the premium fund administered by the pension scheme.

The insured member must inform the insurance company of expected income and changes in income. If the amount of disability pension paid to the insured member was not correct as a result of incorrect or incomplete information about the income, the following applies:

In case of excessive payment, the difference must be paid back as a lump sum. Too much paid disability pension can be offset by deducting future payments of disability pension without regard to guilt, cf. section 8-9 second paragraphs in the Occupational Pension Act.

If too little of the sum insured is paid to the insured member, the difference shall be repaid as a lump sum and covered by the premium fund. If there are insufficient funds in the premium fund at the time of settlement, the employer is obliged to pay the amount as a contribution to the premium fund.

Reference is made in its entirety to the provisions of section 8-9, first and second paragraphs of the Occupational Pensions Act.

Disability pension is not paid when the insured members pensionable work income in one calendar year constitutes more than 80 per cent of the income before disability

Child allowance for disability pension is reduced in a similar way to the disability pension.

Work clarification money:

If the insured member receives work clarification money from the National Insurance Scheme, the insurance company cannot additionally pay a disability pension, where the sum of the work clarification money and the disability pension to the insured member will exceed 70 per cent of the salary base. The amount of disability pension is reduced accordingly. The amount of reduction of the disability pension is transferred to the premium fund administered by the pension scheme. If it is assumed that only part of the insured member's income capacity is lost, the limit is calculated proportionally.

Reference is made to the rules in section 8-8, second paragraph of the Occupational Pensions Act.

Any child allowance is paid in addition.

Other deductions in disbursement of disability pension may be stated in law or regulation.

4. General provisions

4.1 Disclosure and consequences of failure to fulfil the duty of disclosure

4.1.1 The employer's duty to provide a declaration of workability and other risk relevant information

The employer shall provide a certificate of workability to the policyholder when joining the pension scheme, which confirms full employability equivalent to full-time position for all insured members. The employer must also provide information about special circumstances which they must understand are of crucial importance for the company's assessment of the risk.

The insurance company has the right to obtain an overview of the members' sick leave periods and other risk-relevant information.

4.1.2 Member's duty to disclose risk information

If the insurance company requires members to submit a health certificate, the members shall provide correct and complete answers to the company's questions. They shall also, provide information on special circumstances that they must understand are of major importance for the company's assessment of the risk, cf. the Insurance Contracts Act section 13-1a.

4.1.3 Consequences of providing incorrect information

Incorrect and / or defective information may lead to the insurance company being wholly or partly without liability.

4.2 General exclusions from the covers

4.2.1 Exclusions are causes or events that are not covered by the terms of the policy. No benefit will be paid if a claim arises from an excluded cause or event. The following causes and/or events are excluded in addition to the tariff specific exclusions:

- a) Active participation in war, invasion, actions taken by foreign enemies, hostilities or war-like operations (regardless whether or not war has been declared), civil uprising, revolt, revolution, resistance, riots, the use of military force or coups.
- b) Active involvement in terrorist activity, which may include but is not limited to the actual use of force or violence and/or the threat to use such force. Practitioners of terrorist activity may act either alone or on behalf of or in connection with one or more organizations or governments. The practitioners are dedicated to political, religious, ideological or similar causes with the intention of affecting a government and/or spreading fear among the citizenry or a portion of the general public.
- c) Nuclear, biological and chemical events, including events arising directly or indirectly, from any of the following (i) nuclear fission, fusion or radioactivity, (ii) nuclear, biological and chemical weapons and/or devices, and/or (iii) attacks on, or sabotage of, facilities and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents.
- d) Illegal Acts. No benefit is payable in the event of a claim arising from an accident or illness sustained directly or indirectly from the insured member's participation in an illegal act.

5. Duration, changes and end of the policy

5.1 When will the cover commence?

The cover will commence as of the date the pension scheme receives a written notification that the offer of joining the policy is accepted by the employer.

For insured members, who are not actively at work, the insurance cover will commence on the day of notification of full employment to the pension scheme.

If the admission is conditional on the delivery of a completed health questionnaire on a form determined by the insurance company, the insurance for the individual employee shall take effect on the day the insurance company confirms the health questionnaire has been approved. If the insurance company does not find the state of health satisfactory, the admission can be made on special terms or rejected.

For the extension of the collective insurance (increase of insurance benefits or the admission of new members), the above-described rules apply accordingly.

In case of takeover of the risk coverage from another insurance provider, the insurance cover will take effect after completion of the risk assessment in accordance with the applicable rules approved by the insurance company.

5.2 Can the employer withdraw from the cover?

The employer cannot withdraw the insured member from the policy as long as they belong to the group or groups of insured members covered by the policy.

If the insurance member resigns from the job, the employer is obliged to withdraw the insured member from the policy unless there are circumstances that prevent the insured member from being withdrawn as detailed in the next paragraph.

Withdrawal cannot take place if the insured member has a degree of disability that corresponds at least to the lowest degree of disability that entitles them to disability compensation according to the applicable rules. If the right to a disability pension, premium exemption and / or contribution exemption does not apply, withdrawal can still take place. Under special circumstances, the employer may, with the consent of the insurance company, withdraw the member from the cover even after the payment of disability pension, premium exemption and / or contribution exemption has started.

5.3 When will the cover cease?

The insurance cover shall terminate if:

- a) The employer decides to terminate the cover
- b) A decision is made to discontinue the business of the employer
- c) It follows from provisions in the Act on Occupational Pensions that the insurance cover shall terminate
- d) The employer stops paying premiums for the insurance cover and no funds are available in the premium fund to cover the premium
- e) It is decided that the insurance cover should be transferred
- f) the policy ceases to exist because of its cancelation or termination.

In any case the insured member remains covered during the notice period leading to termination of the cover.

In addition, the following applies upon termination of the cover when the insured member might be subject to defined contribution exemption, premium exemption and / or disability pension:

- a) For an insured member who is sick, but without the right to disability compensation upon termination, the insurer still has the risk of full insurance benefits as long as the member is sick, but not beyond 12 months from the date of sickness. The degree of incapacity for work shall at least correspond to the lowest degree of disability that may entitle the person to the waiver of pension contribution benefit or disability pension under this policy. At the end of the 12 months waiting period, the insured member's entitlement to the waiver of pension contribution benefit and / or disability pension is determined. The part of the insurance cover that is not covered by the granted premium exemption will cease unless the uncovered part is maintained by the continuation insurance. See section 5.4 for more details.
- b) If the insurance cover terminates and there are funds in the premium fund, these shall be used in accordance with the rules in the Act on Occupational Pensions.
- c) Other rights the insurance members have upon termination of the collective insurance policy are set out in section 5.4.

5.4 Continuation cover

In the event the cover ceases (other than due to the reason of reaching the normal departure date), the insured member has the right to obtain individual rollover cover on their own, with individual calculations and without any requirement of a new health declaration. The pension scheme is obliged to notify insured members accordingly so that the insured member can apply for the cover. The insured member must exercise this option within 6 months of the notification date.

5.5 Transfer of the cover

- a) The employer has the right to terminate the insurance cover and transfer it to another insurance company. The notice must be given in writing to the policyholder (Duvi AS). The notice period is set out in the Norwegian Insurance Business Act.
- b) Upon transfer, the insurance cover terminates.
- c) When transferring, the provisions of the Insurance Business Act apply.
- d) Section 5.4 regarding the continuation cover does not apply when termination is due to transferring to another pension facility.

5.6 Changes to the cover

5.6.1 The insurance company reserves the right to change the rates (unless agreed otherwise) for the collective insurance subject to four months prior notification.

5.6.2 The insurance company reserves the right to issue revised terms and conditions. The amendments to the terms and conditions will be notified in advance at the latest 4 months prior to the revised terms and conditions taking effect.

6. Policy currency and premiums

- 6.1 The currency of the cover is Norwegian krone.
- 6.2 The employer will be invoiced calendar monthly in arrears by the savings scheme for the insurance cover. The payment is due on the first business day of the following calendar month.
- 6.3 The employer's payment for the insurance cover is set based on the tariffs approved by the insurance company.
- 6.4 The employer is provided 30 days' grace for payment after the date the payment notice is sent to the employer by the policyholder (Duvi AS). If the payment is not made within these 30 days, the coverage and thereby the liability of the insurance company shall cease to exist, and the cover of the insured members of the employer comes to an end, if the payment is not made within 14 days after an additional legal notice has been sent by the policyholder (Duvi AS). However, the coverage for the insured members ceases at the earliest one month after written notice has been given to the insured member, or the insured member otherwise has become aware of the situation, cf. the Act relating to Insurance Contracts § 19-6.

7. Claims

7.1 Notification of a claim

- 7.1.1 A claimant who would like to bring a claim against the insurance company, must, as soon as possible, provide the policyholder (Duvi AS) with the information and documents required to assess the claim.
- 7.1.2 The insurance company and/or Claims adjuster will require satisfactory proof of occurrence of the insured event, as well as the insured member's name, title and position, national identity number and salary, if relevant.
- 7.1.3 After the receipt of notification of a claim the claimant will be advised by the policyholder (Duvi AS) of the medical and other evidence that the insurance company requires to consider the claim. This might include, but is not limited to:
 - a) documentation received from NAV (Norwegian Welfare Administration) and/ or other medical reports;
 - b) documentation detailing dates of continuous absence necessary for evaluating the claim;
 - c) proof of the date of birth;
 - d) proof of employment;
 - e) in certain instances, a detailed medical report on the onset and cause of the illness, bodily injury or accident that resulted in occupational disability; and.
 - f) true certified ID card copy (with picture) or passport copy (with picture) of the claimant

The Insurance Company reserves the right to obtain further medical or other evidence to evaluate a claim.

- 7.1.4 The first notice of a potential claim, excluding any medical information should be sent to the policyholder (Duvi AS) by sending the notice to the following address:

Duvi AS
Adolph Tidemans gate 55
2000 Lillestrøm

Phone: 64 80 80 64

E-mail: ks@duvi.no

The first notification of claim is the initial report made to the policyholder (Duvi AS) to be checked if the claimant is covered by the policy. If an insured member (Employee) may be entitled to a payment from the insurance, then the insured member (Employee) will receive a Claim form that must be filled out in full.

The Claim forms with all necessary supporting documents should be sent to the Claims adjuster, directly, by sending the notice in writing to the following address:

Van Ameyde
Møllergata 4
NO-0179 Oslo
Norway

Phone: +47 22 00 20 00

E-mail: claims@vanameyde.no

- 7.1.5 Failure to provide the requested evidence of a claim will result in the claim not being considered.
- 7.1.6 Medical evidence will only be accepted from social service agencies or an accredited medical practitioner. Any expenses incurred by the claimant in providing the medical or other evidence initially required by us will be borne by the claimant.

7.1.7 In the event of any claims, the claimant who provides false or incomplete information that they know or must understand could lead to claims being paid out to which they are not entitled, may lose any claim against the insurance company in accordance with this policy.

7.1.8 Section 18-4 in the Norwegian Act relating to insurance contracts regulates the insurance company's obligation to pay interest. If the claimant neglects to provide information or documents, as mentioned in sections 8.1.2 and 8.1.3, they cannot claim interest for time lost due to this. The same applies if the covered party fully or partially declines the settlement without due cause.

7.2 Deadline for notifying claims

If an insurance event has occurred, claims must report this without undue delay.

Claims for disability pension or waiver of pension contribution is time-barred after ten (10) years from the day when a term was last paid. If no installments have been paid, the deadline runs from the day when the beneficiary could have demanded the first installment. Claims for overdue installments expire three (3) years from due date.

Claims that have been notified to the insurance company before the limitation period has expired are obsolete six months after the beneficiary has received a special written notification that the obsolescence will be invoked, cf. section 18-6 in the Norwegian Act relating to insurance contracts.

7.3 Payment of a claim

7.3.1 Subject to payment of the premium and the insurance company being satisfied with the validity of the claim based on the assessment of the required evidence submitted, it will admit and pay the claim. Payment will be made in accordance with the provisions of sections 8.6 to 8.10 in the Occupational Pensions Act.

8. Contractual Provisions

8.1 Information requirements

The policyholder and the employer are required to keep a list of all insured members. The policyholder and the employer are further required to communicate and notify the insured members of relevant events.

This includes, but is not limited to:

- The policyholder and the employer are required to make sure that those who are or may become insured members are informed of the policy, including the terms and conditions and the schedules.
- In case insured members are no longer covered, the policyholder is required to inform them as soon as possible that they are no longer covered.
- The policyholder and the employer are required without undue delay to ensure that all of the insured members that are covered are given an insurance certificate and the terms of cover applicable to the insurance.

8.2 The insurance company's right to indemnification

If the policyholder and/or the employer does not fulfil its obligations under this insurance and the insurance company is nonetheless obligated in accordance with the rules to pay the insurance benefits, the insurance company may seek indemnification from the policyholder or the employer either directly or via the pension scheme.

8.3 Assignment and change in circumstances

Neither the policy nor any benefit not payable under it can be assigned by the employer and/or insured members. As long as the sum has become payable, the beneficiaries are entitled to assign the sum. The insurance claim under the policy cannot be transferred, pledged or deposited in another way as collateral for debt.

The policyholder and/or the employer must immediately notify the changes to its factual circumstances relevant to this insurance cover (e.g. mergers, acquisitions, new company address) as this could impact ability of the insurance company to fulfil the terms and conditions of the policy. The employer fulfils the obligation by notification the policyholder.

8.4 Force majeure

The insurance company and/or its agent and policyholder shall not be liable for any delay or consequences of any delay in performing any of their obligations under the policy if such delay is due to any cause beyond their reasonable control. The insurance company and/or its agent and policyholder shall be entitled to a reasonable extension of time for performing such obligations should an event beyond their control cause a delay.

Any delay due to causes under the reasonable control of employers shall not be considered beyond the reasonable control of the policyholder.

8.5 Applicable law and jurisdiction

The policy is governed by and construed in accordance with the laws of Norway and is subject to the exclusive jurisdiction of Norwegian courts.

If any provision of these terms or conditions is held to be illegal or legally unenforceable as a result of a change in law, only that provision or part thereof will be deemed not to form part of the policy. The validity and enforceability of the remainder of these terms or conditions shall not be affected.

8.6 Anti-money laundering requirements

In order to comply with money laundering regulations, the insurance company and /or its agent may require information or documents prior to processing particular transactions. The policyholder/ the employer / the claimant shall provide with any such information or documents. Failure to provide requested information or documents may result in delays or failure in the execution of the requested transaction. In such circumstances, the insurance company and/or its agent will not be responsible for the consequences of such delays or failure.

8.7 Economic or trade sanctions

All financial transactions, including but not limited to acceptance of premium payments, claim payments and other reimbursements, are subject to compliance with applicable trade or economic sanctions laws and regulations. The insurance company may follow sanctions laws and regulations issued by different jurisdictions and organizations.

Further, the insurance company shall not be deemed to provide coverage and reserves the right not to include any insured member or provide any service or benefit under this policy if this places the insurance company at risk of violating applicable trade or economic sanctions laws or any secondary sanctions regulations.

The insurance company reserves the right to terminate the policy at any time if the employer, including any related officers and directors, becomes subject to trade or economic sanctions the insurance company considers relevant.

8.8 Data protection and professional secrecy

In accordance with the applicable Luxembourg data protection law (including but not limited to the Luxembourg law of 1 August 2018 organizing the National Commission for data protection and the general system on data protection and the European Regulation no. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the 'GDPR')) (the '**Data Protection Law**'), Zurich Eurolife S.A. as data controller collects, stores and processes, by electronic or other means, the personal data of the members of the policy, of beneficiaries appointed by such members and of the policyholder's contact persons, representatives and beneficial owners (together the '**Data Subjects**') including but not limited to: title, family name, forename(s), country and place of birth, nationality, date of birth, date of the beginning and ending of the employment, residential address, country/countries of residence, health information if applicable, tax identification number if applicable, email address, telephone number, gender, marital status and employment as well as financial details (the '**Personal Data**'). In accordance with the Data Protection Law, the policyholder must duly inform in accordance with articles 12 to 14 of the GDPR its contact persons, representatives and beneficial owners of the processing undertaken by Zurich Eurolife S.A. as well as of the content of this clause.

The lawful basis for the Personal Data processing are (i) the performance and the provision of our insurance services to the policyholder of the policy, (ii) the consent of the policy members for the processing of their health information (where applicable), (iii) the legitimate interests of Zurich Eurolife S.A. and the legitimate interests of the parties benefiting from the policy and (iv) compliance with applicable legal and regulatory obligations relating e.g. to fraud prevention and detection, anti-money laundering rules, tax reporting requirements, economic or financial sanctions laws and the legal and regulatory requirements applicable to insurance companies. In this regard, Personal Data is processed in particular for purposes of:

- a) The subscription, performance, servicing and administration of the policy (including but not limited to provide insurance cover, to pay for a claim or to manage the risk associated to the insurance coverage through reinsurance);
- b) The provision of related assistance services, advice and support;
- c) Underwriting and claim management purposes;
- d) IT services, including but not limited to the provision of IT infrastructure, IT maintenance services, IT security and data analytics, administration of websites, troubleshooting, data analysis, testing, research, statistical and survey purposes;
- e) Preventing and detecting fraud, money laundering or terrorist financing and risks of violating economic or financial sanctions laws on the level of the Zurich Insurance Group Ltd. or any of its affiliated companies, as listed in the most recent annual accounts ('**Zurich Group**');
- f) If necessary, for the establishment, exercise or defense of legal claims;
- g) Where applicable, negotiating a possible sale, transfer or reorganization of our or our Group's business (or any part of it); and

- h) Complying with all applicable legal and regulatory obligations (e.g. to prevent and detect fraud, money laundering or terrorist financing, to comply with tax reporting requirements and economic or financial sanctions laws and to comply with the legal and regulatory requirements applicable to insurance companies).

The 'legitimate interests' refer to the above points a) to g) as well as to benefiting from the policy as regards the parties benefiting from the policy.

The provision of Personal Data, including health data where applicable, by the policy members and the policyholder's contact persons, representatives and beneficial owners is required for the performance of the policy. Failure to provide sufficient, accurate and up-to-date information as well as failure by the policy members of the policy to provide consent regarding the processing of their health data, where applicable, may prevent Zurich Eurolife S.A. from providing cover.

Considering our outsourcing and service provider arrangements, covering notably the assistance described above under points a) to h), and the fact that we operate in several jurisdictions in which we may be required to share Personal Data with local authorities, affiliates or other third parties, the Personal Data may be disclosed or transferred to third parties for the above-mentioned purposes. This may, depending on circumstances, include the parties listed below (the '**Recipients**')

- Zurich Group; Companies in the Zurich Group share information with each other in the context of outsourcing and service provider arrangements. Information is shared where it is relevant and appropriate; this includes health information for underwriting and claims purposes or where necessary for IT servicing or security purposes. If you apply for insurance with more than one company in the Zurich Group, they may share your details;
- Involved financial advisers, brokers, agents or other insurance intermediaries;
- Other contractors or service providers who may provide services to us such as administration, information technology, telecommunication, actuarial, data entry, data storage, data recovery, data security, mail distribution, claim assessment and adjudication, payment, investment, check printing, fiscal representation, marketing, emergency assistance services, due diligence screening, auditors, lawyers, medical and professional services as well as survey and research services;
- Credit reference agencies, reinsurers, other insurers and financial institutions;
- On the sale, transfer or reorganization of our or our Group's business (or any part of it) to the acquirer or new organizational unit; and
- Governmental, legal, tax and regulatory authorities, courts, dispute resolution forums (which have jurisdiction over us or our Group companies), investigators or legal process participants and their advisors.

The Recipients are established within the European Union ('**EU**'), the European Economic Area ('**EEA**'), the United Kingdom, the Isle of Man, Switzerland and Hong Kong. Where we transfer Personal Data outside the EU or the EEA, we will ensure that the transfer relies on one of the legitimacy basis set out by the Data Protection Law. We will do this by ensuring that there is either an adequacy decision of the EU Commission regarding the transfer of Personal Data or that the Personal Data is given adequate safeguards by using 'standard contractual clauses' which have been adopted by the EU Commission or, as the case may be, any other legitimacy basis provided for by the Data Protection Law. The Isle of Man and Switzerland benefit from an adequacy decision of the EU Commission. The Data Subjects have a right to request a copy of the 'standard contractual clauses' from the Data Protection Officer of Zurich Eurolife S.A.

The Recipients may, under their own responsibility, disclose the Personal Data to their agents and/or delegates (the '**Sub-Recipients**'), which shall process the Personal Data for the sole purposes of assisting the Recipients in providing their services to Zurich Eurolife S.A. and/or assisting the Recipients in fulfilling their own legal obligations. The Recipients and Sub-Recipients may, as the case may be, process the Personal Data as data processors (when processing the Personal Data on behalf and upon instructions of Zurich Eurolife S.A. and/or the Recipients), or as distinct data controllers (when processing the Personal Data for their own purposes, notably to fulfil their own legal obligations). Where we transfer Personal Data to Recipients acting as data processors, we will ensure that where such Recipients further transfer Personal Data to Sub-Recipients outside the EU or EEA, such transfer relies on one of the legitimacy basis set out in the preceding paragraph.

The Personal Data shall not be kept by Zurich Eurolife S.A. for any period longer than necessary, with respect to the purposes of the data processing, including compliance with applicable statutory retention periods or limitations.

In accordance with the conditions laid down by the Data Protection Law, the Data Subjects have the right to:

- Access their Personal Data;
- Correct their Personal Data where it is inaccurate or incomplete;
- Object to the processing of their Personal Data;
- Ask for erasure of their Personal Data;
- Ask for the restriction of processing of their Personal Data; and
- Ask for Personal Data portability – to obtain personal information in a digital format.

They may exercise their above rights by writing to the Data Protection Officer of Zurich Eurolife S.A. at the following address:

Data Protection Officer
Zurich Eurolife S.A.
Building Elise
21 rue Léon Laval
L-3372 Leudelange
Luxembourg

E-mail: ZELprivacy@zurich.com

The Data Subjects also have the right to lodge a complaint with the Luxembourg National Commission for Data Protection ('**CNPD**') at the following address: 1, Avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette, Luxembourg; or with any competent data protection supervisory authority of their EU or EEA member state of residence.

The policyholder (Duvi AS) undertake to provide to each policy member a copy of the Member Data Protection Statement available under <https://www.zurich.lu/en/services/data-protection>.

8.9 How is notice given under the policy?

Any notice required to be given under the policy shall be provided in writing.

8.9.1 Notice to the policyholder (Duvi AS) made by the employer

Where notice shall be given to the policyholder (Duvi AS) by the employer on behalf of their insured members based on these terms and conditions and agreed procedures, it shall be sent to the following address of the pension scheme administrator:

Duvi AS
Adolph Tidemands gate 55
2000 LILLESTRØM

Phone: +47 64 80 80 64

E-mail: ks@duvi.no

8.9.2 Notice to the insurance company made by the policyholder (Duvi AS)

The policyholder (Duvi AS) can approach the insurance company and/or its agent directly by sending the notice in writing to the following address, respectively:

Zurich Eurolife S.A.,
21 rue Léon Laval,
L-3372, Leudelange,
Luxembourg

Phone: +352 26 64 21

E-mail: zigrs.zel@zurich.com

And/or

Norwegian Underwriting Agency AS
Rådhusgata 23
0158 Oslo, Norway

Phone: 22 120 130

E-mail: post@norua.com

All notices to the policyholder (Duvi AS) will be sent to the address provided in the application process and confirmed in the proof of insurance. If the policyholder (Duvi AS) instructs the insurance company and/or its agent to send the notices to a third party, receipt of such notices by the third party shall be deemed receipt by the policyholder (Duvi AS).

8.10 Complaints and dispute resolution

8.10.1 Complaints by the Employer

Should the employer have any complaints regarding the policy coverage and/or services, the complaint can be sent to the policyholder (Duvi AS) to the following address to the attention of the Complaints Officer:

Duvi AS
Adolph Tidemands gate 55
2000 LILLESTRØM

Phone: +47 64 80 80 64

E-mail: compliance@duvi.no

8.10.2 Complaints by the policyholder (Duvi AS)

Should the policyholder (Duvi AS) have any complaints regarding the policy or services, the complaint can be sent to the insurance company to the following address to the attention of the Complaints Officer:

Zurich Eurolife S.A.
Building Elise, 21 rue Leon Laval,
L-3372 Leudelange, Luxembourg

E-mail: complaints.luxembourg@zurich.com

Alternatively, complaint can be sent to the Commissariat aux Assurances, 7, Boulevard Joseph II, L-1840 Luxembourg, Luxembourg.

The foregoing is without prejudice to the right to institute judicial proceedings.

8.11 Taxation and social security charges

The policy is always written as a life insurance contract, providing life and possibly also disability benefits. For life insurance contracts there are no insurance premium taxes or parafiscal taxes in Norway or Luxembourg. Payments under the policy to the policyholder or any beneficiary are not subject to any withholding tax or reporting in Luxembourg applied by the insurance company. However, taxation of the benefit payments may become relevant in the recipient's country of residence, especially if the payout replaces a taxable income.

The insurance company and/or its agent do not provide tax advice and nothing in the policy should be read as such. For this reason, it is strongly recommended that independent tax advice be obtained by the policyholder before concluding the policy and by the employer before joining the policy. We do not accept any responsibility for changes in taxation or legislation that occur after the policy start date.

Any potential fee, tax or other public charge (hereafter referred to as 'charges') applicable to the policy at the policy start date and payable by the insurance company is included in the amount invoiced to the policyholder. The amount invoiced is the amount due to the insurance company after any withholding, or similar, taxes due to tax authorities. Any other tax or social security charges that may apply to the coverage provided by the insurance company shall be exclusively borne by the policyholder, the beneficiary and/or the recipient of benefit payments.

In the event of new charges being introduced, existing charges being increased or becoming due as a result of a change of policyholder's factual circumstances relevant to the policy (e.g., change of tax residence) after the policy start date, the following shall apply:

- if the charges relate to the insurance premium, the insurance company is entitled to invoice such charges to the policyholder.
- if the charges relate to the premium reserve, we are entitled to invoice such charges to the policyholder.
- if the charges relate to the payment of insurance benefits, we are entitled to adjust the insurance benefits accordingly or invoice such charges to the policyholder.

8.12 What is the surrender value of this policy and does profit sharing apply?

This product provides risk insurance only with no investment value. There is no surrender value in respect of this policy and no sharing of profits is offered.

Zurich Eurolife S.A. is a life insurance company incorporated under the laws of Luxembourg and registered with the Luxembourg register of commerce and companies under no. B51753.

Registered office: Building Elise, 21 rue Léon Laval, L-3372 Leudelange, Luxembourg.
Telephone +352 26 642 1 Fax +352 26 642 650 Email lux.info@zurich.com
www.zurich.lu.

VAT no. LU 1660 2944.

Zurich Eurolife S.A. is subject to the applicable Luxembourg legislation and falls under the supervision of the Luxembourg insurance regulator, the Commissariat aux Assurances (7, boulevard Joseph II, L-1840 Luxembourg, Luxembourg).