



Norges  
Rederiforbund  
Norwegian  
Shipowners'  
Association



## **Safety Insurance**

English translation of the group insurance scheme through the  
Norwegian Shipowners' Association

**1.7.2022 – 30.6.2023**

# Summary

## **Occupational injuries insurance and safety insurance for members of the Norwegian Shipowners' Association.**

The insurance scheme for each employee includes occupational injury, occupational illness, other accidental injury (during leisure time) and loss of health certificate during the period when the insurance is in force for the employee concerned.

**Injuries must be notified without undue delay and no later than one year from the person entitled to compensation became aware of the circumstances on which the claim is based.**

### **A. Losses from the time of injury until the date of settlement**

Actual losses and expenses incurred by the employee up to the time when the insurance company settles the claim.

### **B. Additional future expenses**

Foreseeable future additional expenses resulting from injury or occupational illness.

### **C. Medical disability**

Permanent medical disability caused by injury or occupational illness.

### **D. Loss of future earnings**

Occupational disability, i.e. a reduced ability to earn future income due to injury or occupational illness.

### **E. Compensation to spouse/cohabitant on loss of dependency**

Compensation to spouse/cohabitant on loss of dependency. Does not cover ordinary illness.

### **F. Compensation to surviving children**

A special compensation is calculated for each child, adjusted according to age.

### **G. Funeral expenses**

Compensation is granted in the amount of 0.5 G.

### **H. Follow-up settlement**

If the degree of disability should change materially within 5 years, the compensation may be reassessed.

### **I. Loss of health certificate**

For permanent loss of a health certificate, a lump sum will be granted. In cases where compensation is paid under the occupational injury insurance or leisure accident insurance for the same accident/disease, the compensation under the license insurance is reduced. If license compensation is paid out first, this will be considered as an account payment that will be deducted in the final compensation settlement under the occupational injury insurance or recreational accident insurance.

### **National Insurance base rate, G**

The National Insurance base rate is adopted by the Norwegian Parliament each year and is NOK 111 477 as per 1 May 2022. The amount is adjusted according to the cost-of-living index and developments in real earnings.

## Occupational Injuries Insurance (on duty)

### Compensation to children on loss of dependency

Max 6.5 G

A single provider is granted double compensation

### Compensation to spouse/cohabitant on loss of dependency

Max 15 G

### Funeral expenses

0.5 G

### Follow-up settlement

Change in the degree of disability

### Loss of future earnings

Basic compensation 22-30 G

### Compensation for permanent medical injury

Basic compensation 0.75-5.5 G

### Future expenses

Max 21 x annual expenses

### Loss of income

From the time of injury until the date of settlement

### Expenses incurred

Reasonable and necessary expenses

## Safety Insurance (during leisure time/on duty)

### Compensation to children on loss of dependency

Maximum 3 G

### Compensation to spouse/cohabitant on loss of dependency

Maximum 14 G

### Funeral expenses

0.5 G

### Loss of future earnings

Basic compensation 22-30 G

### Compensation for permanent medical injury

Basic compensation 0.33-7 G

### Future expenses

Maximum 15 x annual expenses

### Losses of income

From the time of loss until the date of settlement.

### Expences incurred

Reasonable and necessary expenses. Loss below NOK 300 are not covered.

### Loss of health certificate

Maximum 8 G for sea / Maximum 10 G for offshore

This insurance also covers occupational injuries if the benefits are higher than under the occupational injury insurance.

# Certificate of insurance (NSA)

## Occupational Injuries Insurance, Safety Insurance and License Insurance for the period 1.7.2022 – 30.06.2023.

This certificate of insurance is issued as confirmation of your cover under group insurance agreement no PV22408, entered into between DNB Livsforsikring AS (DNB) and the Norwegian Shipowners' Association (NSA). The group insurance agreement is available at NSA for review.

This insurance certificate, with the attached policy conditions, describes the scope of cover and insurance amounts.

On behalf of DNB, WTW AS hereby confirms coverage pursuant to the Occupational Injuries Insurance Act of 17 June 1989 no 65, pursuant to the attached policy conditions.

With reference to section 11-2 of the Insurance Agreement Act, we draw in particular your attention to the following:

### A. Limitation of liability – loss of health certificate

The company is not liable for loss of health certificate in case of:

- Fear of staying on or travelling to vessels, mobile units or permanently placed facilities, or for the consequences of abuse of alcohol or other intoxicating substances or abuse of prescription drugs. Pregnancy and delivery are not considered as an illness.
- Accidental injury suffered by the insured while committing a crime or an attempted crime, or while being under the influence of a narcotic substance or alcohol – unless it can be documented that there was no causal link between the insured's intoxicated condition and the condition caused by the accident.
- Illness or accidental injury due to intent or gross negligence.
- Illness or accidental injury due to boxing, wrestling, judo and karate, hang-gliding, parachuting and balloon flights, swim-diving and motor vehicle racing.
- Death (regardless of cause).

### B. Payment of compensation

- If the insured is entitled to compensation for the same injury or illness under the occupational injury insurance or leisure accident insurance, the compensation under the license insurance is reduced by a corresponding amount. Paid disability pension and compensation to survivors in the event of the insured's death do not, however, result in a deduction from the compensation under the license insurance.

If compensation under the license insurance is paid out first, it will be considered as a one account payment that will be deducted from the final claims settlement under the employer-financed insurance policies.

- Compensation for loss of a health certificate will only be paid once.

### C. Time-limit for notification

The following time-limits apply to the safety insurance: the person entitled to compensation will lose his/her right to claim compensation if a claim has not been notified to the insurer within one year from he/she became aware of the circumstances on which the claim is based, of section 8-5 of the Insurance Agreements Act.

### D. Review of claims

If the parties disagree on the question of compensation, the person entitled to compensation under the insurance has the right to request a hearing in the Financial Complaints Board (Finansklagenemnda), of section 22-2 of the Insurance Agreements Act, and may also request a review in the claims committee (clause 10 of the policy conditions).

### 1. Who is comprised by the insurance

1.1 The safety insurance covers all employees under the age of 70 employed in an undertaking affiliated with NSA who are comprised by a collective tariff agreement with a provision relating to safety insurance. The insurance applies for as long as the person concerned is employed and during the period comprised by the insurance.

#### 1.2

- a) A member who has vessels, mobile units or permanently placed facilities registered in NSA may also include Norwegian and foreign vessels/facilities not affiliated with NSA in the insurance policy, provided that the vessel/facility is not a member of another employers' organization with an agreement on safety insurance. The insurance will in this case enter into force at the time of registration.
- b) For vessels owned by the Norwegian State and for foreign vessels, the insurance only comprises employees who are members of the Norwegian National Insurance Scheme pursuant to sections 2-1, 2-2, 2-7 and 2-8 of the National Insurance Act of 28 February 1997 no 19.
- c) For vessels and mobile units registered in the Norwegian International Ship Register, the insurance

only applies to employees resident in the Nordic countries or who are Norwegian nationals.

- d) For employees performing work on permanently placed facilities on the Norwegian continental shelf, the insurance only comprises employees who are members of the Norwegian National Insurance Scheme pursuant to sections 2-1, 2-2, 2-7 and 2-8 of the National Insurance Act of 28 February 1997 no 19.
  - e) For employees performing work on mobile units on the Norwegian continental shelf, the insurance only comprises employees who are members of the Norwegian National Insurance Scheme pursuant to sections 2-1, 2-2, 2-7 and 2-8 of the National Insurance Act of 28 February 1997 no 19.
- 1.3 If the vessel/facility is deregistered from NSA, the insurance will lapse for the deregistered vessel/ facility, unless the member notifies the insurer that the insurance is to continue and NSA consents to this.
- 1.4 If a member of NSA has vessels engaged in foreign trade only part of the year and in domestic service the rest of the year, the scope and obligations of the insurance for employees on these vessels will depend on whether the vessel is a member of NSA, see clause 1.2.
- 1.5 Following exceptions to clause 1 shall apply:
- a) Employees who have joined the vessel on special signing-on articles, when their situation and terms in reality entail that they are not covered by NSA's ordinary collective wage agreements.
  - b) The member's office personnel, inspectors, super-cargoes not part of the crew, guarantee personnel, travelling service engineers not permanently employed with the member, seamen's next of kin or others travelling on the ship as passenger, whether or not they have been entered in the crew list as signed on.
  - c) Foreign catering personnel employed with others than the member, whether or not they have been entered in the crew list as signed on.

## 2. Amounts of insurance

Each employee is insured for the insurance amounts specified in clauses 4 and 5 of the policy conditions, or pursuant to the Occupational Injuries Insurance Act of 16 June 1989 no 65, see clause 8 of the policy conditions.

## 3. Premiums

### 3.1 Premium differentiation

To ensure a differentiated premium, the following 7 premium groups have been established:

Group	Loss ratio
1	00 - 14.99
2	15 - 29.99
3	30 - 44.99
4	45 - 59.99
5	60 - 74.99
6	75 - 89.99
7	90 -

### 3.2 Calculation of loss ratio

The loss ratio is calculated from losses experienced in the 5 years preceding 30.06.2021 (01.07.2016 - 30.06.2021). The calculation is based on losses notified at 31.03.2022. The total amount paid will form the basis for the calculation of the loss experienced.

### 3.3 New members

New members pay DNB's quoted premium. After 3 years, the member is placed in a premium group based on the member's loss history.

### 3.4 Premium adjustment

The premium is based on the number of employees registered in the scheme on 1 April 2022. The member is obliged to send the insurer a new statement on the number of employees on 1 April each year, and to give immediate notification of any changes in the course of the insurance period. The premium adjustment, based on variations in numbers during the insurance period from 1 July 2021 up to and including 30 June 2022, is made as follows:

"The difference between the number of insured employees at 1<sup>st</sup> of April 2022 and the number of 1<sup>st</sup> of April in the preceding year multiplied by half the member's annual premium."

## 4. Provision relating to co-insurance, waiver of subrogation etc.

The policyholder's principal and others defined in the contract as members of the "Company Group" are co-insured when this has been contractually assumed by policyholder. The insurance company waive the right of subrogation in cases where the policyholder has contractually agreed on such conditions (knock for knock). The principal shall likewise, if required under the contract, be given 30 days' written warning if the policy is cancelled or is amended prior to the agreed date of expiry.



# Terms and conditions of insurance

## Occupational Injuries Insurance, Safety Insurance and License Insurance for the period 1.7.2022 – 30.06.2023

These terms and conditions describe, together with the attached insurance certificate, the scope of cover and the amounts insured.

### 1. Objective

The objective of the safety insurance is to pay compensation to employees who suffer an occupational injury, accidental injury or occupational illness.

### 2. Safety insurance

The safety insurance covers occupational injuries, other accidental injury and occupational illness established during the period of validity of the safety insurance for the employee concerned.

An illness/occupational illness is considered as having been established at the time when a doctor confirmed the illness, even if the correct diagnosis was only made at a later point in time or the illness was only subsequently approved as an occupational injury.

The safety insurance also covers occupational illness established after the employment is terminated, that must be considered as having been caused at the place of employment.

The safety insurance covers permanent loss of a health certificate due to an accidental injury or illness.

### 3. What is considered as occupational injury, other accidental injury and occupational illness?

Under the safety insurance, occupational injury means a bodily injury or illness that must be regarded as having been caused by a working accident comprised by Chapter 13 of the National Insurance Act. Occupational illness means an illness which, pursuant to section 13-4 of the National Insurance Act, is treated as an occupational injury. However, loss of hearing less than 50 decibel is not covered. The claimant's susceptibility for an occupational injury will be disregarded, unless such susceptibility is the predominant cause of the illness.

Other accidental injury means permanent medical disability, occupational disability or death following from any accident occurring during holidays and leisure time. Accident is defined as a sudden external event not subject to the claimant's will.

The safety insurance applies worldwide, and the claimant is entitled to full compensation also if he/she contributed to the injury by intent or negligence.

### 4. What is to be compensated

When the occupational injury, other accidental injury or occupational illness has been established, the safety insurance will compensate:

- a) Loss of income and expenses which the injury or occupational illness has inflicted on the claimant up until the date when a settlement is made under the insurance. However, losses and expenses below NOK 300 are not

compensated. In addition to compensation, the safety insurance covers interest from the loss was inflicted and until settlement takes place. The interest rate is based on the rate applying at any time pursuant to the Insurance Contracts Act.

Expenses and loss of income caused by the injury or occupational disease to the employee means expenses or loss of income that exceed all eligible benefits from Norwegian National Insurance. If the employee is not a member of the national insurance, a deduction will be made in a compensation settlement for the social security benefits to which the person concerned would be entitled as a compulsory member of the national insurance.

- b) Additional foreseeable future expenses arising from the injury or occupational illness. The compensation will be 15 times the foreseeable annual additional expenses if the claimant is below 56 years of age at the time of settlement, 12 times the annual amount if the claimant is 56-59 years old, 10 times the amount if the claimant is 60-69 years and 8 times the amount if the claimant has reached the age of 70. By future additional expenses the injury or occupational disease has caused the employee, we mean expenses that exceed all eligible benefits from Norwegian National Insurance. If the employee is not a member of the national insurance, a deduction will be made in a compensation settlement for the social security benefits to which the person concerned would be entitled as a compulsory member of the national insurance.
- c) Permanent medical disability caused by the injury or occupational illness. Compensation for permanent injury is calculated from the National Insurance base rate at the time of settlement, below called G, in the following way:

0 - 14 %	medical disability	= 0.33 G
15 - 24 %	"	= 0.5 G
25 - 34 %	"	= 1 G
35 - 44 %	"	= 2 G
45 - 54 %	"	= 3 G
55 - 64 %	"	= 4 G
65 - 74 %	"	= 5 G
75 - 84 %	"	= 6 G
Over 84 %	"	= 7 G

Compensation calculated pursuant to the preceding paragraph is reduced by 2.5 % for each year in which the claimant, at the time when the injury was established, had passed the age of 55. However, no reduction exceeding 50 % will be made under this provision.

In addition to compensation, the safety insurance covers interest from the date on which the injury or the occupational illness was established and until settlement is made, at the rate applicable at any time pursuant to the Insurance Contracts Act.

- d) Loss of future earnings. In case of 100 % occupational disability, the compensation will in principle be fixed at 22 G.

If the claimant's gross earned income in the National Insurance Scheme in the year when the injury is established and/or the preceding year exceeds 7 G, the compensation will be increased as follows:

For gross income up to	For the average of the 2 years
8 G	- 24 G
" 9 G	" - 26 G
" 10 G	" - 27 G
" 11 G	" - 28 G
" 12 G	" - 29 G
" over 12 G	" - 30 G

When calculating the average, the lowest annual income shall not be fixed at less than 7 G.

If the claimant's permanent occupational disability is lower than 100 %, the compensation will be reduced correspondingly.

Moreover, the compensation will be reduced by 5 % a year for each year the claimant was, at the time of settlement, over the age of 55.

The right to compensation lapses at the age of 67.

If it must be assumed that the claimant will suffer a loss of future income, even though he/she had reached the age of 67 at the time of settlement, this loss will be compensated.

- e) Loss of family provider for spouse. The following persons will be placed in the same position as a spouse:
- A person with whom the person concerned has been living in a relationship resembling a marriage, if it appears from the National Register in Norway or a corresponding register in other countries that the person concerned has had the same permanent residence as the employee for the preceding 2 years, or if it can be documented in other ways that the relationship resembling a marriage lasted uninterruptedly in the preceding 2 years
  - A person with the same permanent residence as the employee when there are children of the union.

This compensation lapses in case of divorce, legal separation or other real, permanent separation.

If compensation is not paid pursuant to the preceding terms and conditions, the insurance amount will pass to the deceased's children under the age of 21.

The compensation is fixed at 14 G. If the family provider at the time of death was 56 years of age or more, the compensation will be reduced as under item d) until the age of 67. In case of death after the age of 67, the compensation will correspond to 1 G.

In addition to the compensation, interest will be paid as under item c).

- f) Loss of breadwinner for surviving children. The compensation is calculated separately for each child. The amount of compensation depends on the child's age at the time of the breadwinner's death, and amounts to the following, when the child's age is:

20 years - 0.5 G	11 years - 2.2 G
19 years - 0.8 G	10 years - 2.3 G
18 years - 1.0 G	9 years - 2.4 G
17 years - 1.4 G	8 years - 2.5 G
16 years - 1.7 G	7 years - 2.6 G
15 years - 1.8 G	6 years - 2.7 G
14 years - 1.9 G	5 years - 2.8 G
13 years - 2.0 G	4 years - 2.9 G
12 years - 2.1 G	3 years and younger - 3.0 G

In addition to compensation, interest will be paid as under item c).

- g) Funeral expenses amount to 0.5 G.
- h) Non-members of the Norwegian National Insurance Scheme are entitled to the same benefits under the safety insurance as they would have been entitled to if they had been members of the Norwegian National Insurance Scheme.

## 5. License insurance (Loss of health certificate)

### a) 1. This clause only applies to Seamen

The insurance applies to permanent loss of a health certificate due to compensatory injury or illness entailing that the insured may no longer serve on board. This also applies if the claimant may obtain other work onshore. At least 4 years of pensionable sea service is required to be comprised by the scheme. For more than 4 years of pensionable sea service, the compensation amounts to 6 G. For more than 8 years of pensionable sea service, the compensation amounts to 8 G. If the claimant, at the time when the insurance event occurs, is over the age of 50, compensation is granted pursuant to the following scale:

Age up to and including	
50 years	100 %
51 years	90 %
52 years	85 %
53 years	80 %
54 years	75 %
55 years	65 %
56 years	50 %
57 years	20 %
58 years	0 %

This provision comprises every employee who, when the insurance takes effect for him/her, has a valid health certificate pursuant to current regulations. The insurance takes effect at the time when the employee concerned was included in an agreement with a safety insurance contract.

The insurance event occurs on the date when a declaration of unfitness ["udyktighetserklæring"] is issued with permanent effect.

If the insurance event occurs during a consecutive sickness absence period which is still running after the employer has terminated the insured person's employment relationship, the insured will be comprised by the safety insurance on the date of the unfitness declaration, provided that the reason for issuing an unfitness declaration coincides with the reason for issuing the medical certificate, and the person concerned was covered by the safety insurance on the first day of the relevant sickness absence period. Another requirement is that the insurance event does not occur later than one (1) year from termination of the employment relationship.

b) **This clause only concerns offshore personnel**

In case of a permanent loss of health certificate due to compensatory injury or illness entailing that the insured may no longer serve on board, compensation under the license insurance will amount to 10 G. This also applies if the claimant may obtain other work onshore. If the claimant, at the time when the insurance event occurs, was more than 57 years old, the compensation will be reduced by 5 % per year for each year the claimant was over 57 years, albeit in such a way that the right to compensation will lapse at the current pensionable age (62 years). This provision comprises every employee who, when the insurance takes effect for him/her, has a valid health certificate pursuant to current regulations. The insurance takes effect at the time when the person concerned was included in an agreement with a health insurance contract.

The insurance event occurs on the date when a declaration of unfitness is issued with permanent effect.

If the insurance event occurs during a consecutive sickness absence period (with a medical certificate), which is still running after the employer has terminated the insured person's employment

relationship, the insured will be comprised by the safety insurance on the date of the loss of license declaration, provided that the reason for issuing a loss of license declaration coincides with the reason for issuing the medical certificate, and the person concerned was covered by the safety insurance on the first day of the relevant sickness period. Another requirement is that the insurance event does not occur later than one (1) year from termination of the employment relationship.

c) **Restrictions**

The company is not liable for loss of a health certificate in the following cases:

- Fear of staying on or travelling to vessels, mobile facilities or permanently placed facilities. Consequences of abuse of alcohol or other intoxicating substances or abuse of prescription drugs. Pregnancy and delivery are not considered as an illness.
- Accidental injury suffered by the insured while committing a crime or an attempted crime, or while being under the influence of a narcotic substance or alcohol – unless it can be documented that there was no causal link between the insured's intoxicated condition and the condition caused by to the accident.
- Illness or accidental injury due to intent or gross negligence.
- Illness or accidental injury due to boxing, wrestling, judo and karate, hang-gliding, parachuting and balloon flights, swim-diving and motor vehicle racing.
- Death (regardless of cause).

d) **Payment of compensation**

- If the insured is entitled to compensation for the same injury or illness under the occupational injury insurance or leisure accident insurance, the compensation under the license insurance is reduced by a corresponding amount. Paid disability pension and compensation to survivors in the event of the insured's death do not, however, result in a deduction from the compensation under the license insurance. If license compensation is paid out first, this will be considered as an account payment that will be deducted in the final compensation settlement under the occupational injury insurance or recreational accident insurance.
- Compensation for loss of a health certificate will only be paid once



## 6. Claims settlement

### Notification of loss

In case of any loss, the claims form must be filled in and signed by the claimant, the claimant's next of kin or the member, with the member's confirmation that the claimant was on duty on the day of the loss.

The claim form must be sent as soon as possible and preferably via a secure link (Global Benefit Link / DataLink):

Contact for access to secure link:  
WTW.medlem.NR@willistowerswatson.com

WTW AS  
P.O. Box 344 Skøyen 0213  
Oslo

Telephone +47 23 29 60 99

### Payment

Compensation is paid against the presentation of such proof of identity as the insurer may request. With respect to foreign seamen, the amount may be paid through the consulate of the country in question, with the effect that all liabilities will be discharged. The insurance has been taken out on the basis of Norwegian statutory provisions. Compensation will only be payable when the insured has submitted a written declaration to the effect that any dispute with the member or its underwriter concerning compensation shall be regulated by Norwegian law. Such actions may only be brought in Norway. If such a declaration is not made, compensation will be paid to the member.

### Death

If the occupational injury, the accidental injury or the occupational illness causes death within one year, the death benefit will be paid in the amount mentioned in the policy conditions. Any compensation that may have been paid in advance for the same injury or occupational illness will be deducted. If the insured dies from another cause within one year from the time of the occupational injury, the accidental injury or the occupational illness, no compensation will be paid.

If the insured dies later than one year after the occupational injury, the accidental injury or the occupational illness occurred, no death benefit will be paid, but compensation for loss of income incurred before the date of death will be paid, cf clause 4 litra a), and also compensation for loss of future income, cf clause 4 litra d).

### Permanent medical disability

If the occupational injury, the accidental injury or the occupational illness causes permanent medical disability, a disability indemnity will be paid within 3 years. If any of the parties believe that the degree of disability may change, a request may be made for a postponement of the final settlement, albeit no longer than 3 years from the accidental injury occurred. The compensation will in this case be fixed according to the degree of disability assumed to be permanent.

For full disability, the whole amount insured will be paid. In case of partial disability, a corresponding lesser part of the amount insured will be paid, see clause 4 c.

## 7. Right of recourse

If the claimant is entitled to demand indemnity for the injury from a third party, the companies will be subrogated to the rights of the claimant against third parties at the time of the payment of compensation.

The claimant and the employer are obliged to provide the companies with all information available to them, and that will be important to exercising the right of recourse under the safety insurance.

## 8. Relationship to the Occupational Injuries Insurance Act (applicable from 1.1.1990).

If the safety insurance covers the employee at the time when the insurance event is established (cf clause 2, 2<sup>nd</sup> paragraph above) and the employee is at the same time entitled to compensation under the Occupational Injuries Insurance Act of 16 June 1989 no 65, the employee may, in case of an occupational injury, choose whether to claim compensation pursuant to the policy conditions of the safety insurance or pursuant to the Occupational Injuries Insurance Act.

## 9. General terms and conditions

The safety insurance covers death, medical disability, occupational disability and injuries directly and indirectly caused by war, invasion, hostile acts, attack by foreign powers, whether war has been declared or not, civil war, revolution, rebellion, insurrection, military or other irregular assumption of power, tumults (riots), strikes, lock-outs, labour disputes or other serious disturbances of the public order, provided that the insured is not directly engaged or participates on the side of one of the contending parties.

With respect to mobile drilling and contractor vessels, the safety insurance does not cover loss or damage, and an increase in loss or damage, directly or indirectly caused by or connected with war or warlike acts, whether war has been declared or not.

### Interest on the amount of indemnity

The insured is entitled to interest in conformity with the rules of section 18-4 of the Insurance Contracts Act of 16 June 1989 no 69, unless these rules have been waived in the policy conditions.

### The consequences of fraud

Any person guilty of fraud against the company will lose his/her rights under the insurance contract. If he/she has several insurance contracts with the company, the right to compensation under these contracts will also be lost in the same event, and the company may with one week's notice terminate any insurance contract with the person concerned.

### **Disputes**

Any disputes relating to this insurance contract shall be resolved pursuant to Norwegian law and by Norwegian courts of justice.

### **Relationship with the Insurance Contracts Act**

The Insurance Contracts Act of 16 June 1989 no 69 applies to this safety insurance to the extent the Act has not been derogated from in the preceding policy conditions.

### **10. Claims review committee**

If a dispute should arise in a specific case on the interpretation of these policy conditions or on the amount of the compensation, the claimant may request the appointment of a claims review committee made up of four members.

For ships in NIS and NOR, the committee shall have the following composition:

- One member from the insurance company
- One member from the labour organization involved
- One member from the Shipowners' Association
- One neutral person approved by both parties

The neutral representative shall be the chairman of the committee and shall have the casting vote in the event of a tie vote.

### **In other respects, the following shall apply:**

Two members are appointed by the insurance company. Furthermore, one member is appointed by the labour organization involved and one member by the Shipowners' Association. If the committee members fail to reach agreement, they shall appoint a neutral arbitrator who shall propose a solution to the dispute.

### **11. Mandate of the claims review committee**

The committee shall resolve disputes relating to the interpretation of these policy conditions or the amount of the indemnity.

The committee may likewise, at the request of the claimant or the organization, re-open a case resolved previously if an unforeseen and material deterioration of the claimant's health condition or earning capacity, due to the injury or occupational illness, should be established after the settlement was made.

If the claimant has requested a hearing of the claim the claims review committee, the case may not be tried by the courts of law until the committee has concluded its review.

### **12. Changes in the policy conditions**

No changes may be made to the policy conditions without the prior consent of the parties to NSA's collective agreements.

**wtw** DNB