

## **About YFF**

Statutory occupational injury insurance was introduced in Norway on 1 January 1990. Under section 7 of the Occupational Injury Insurance Act, all insurers offering this insurance are jointly and severally liable where an employer has failed to take out the statutory cover for its employees.

Regulations issued under the Occupational Injury Insurance Act require claims payments in such cases to be split between insurers in proportion to the occupational injury premiums each company earned in the previous calendar year.

## **Compulsory membership**

The Norwegian Occupational Injury Insurers' Bureau (YFF) was formed on 26 March 1990, partly to handle the practical implementation of the above rules.

Section 4 of the Occupational Injury Insurance Act states that all insurers offering this cover in Norway must be members of YFF. This includes insurers headquartered in another EEA country, regardless of whether they operate through a branch in Norway or under the rules on cross-border services.

## **The Dispute Resolution Agreement**

Effective from 1 July 2010

Agreement on the handling of occupational injury/illness claims where it is unclear which insurer was providing cover at the time of onset

### **1. Purpose**

This agreement has been entered into between the Norwegian Occupational Injury Insurers' Bureau ("YFF") and its member companies ("the insurers"). The agreement governs the situation that arises when the time of onset of an occupational injury/illness could lie within one of two or more insurers' liability periods and this has not yet been resolved.

The aim of the agreement is to prevent the injured employee from being affected by such a dispute between insurers.

In the event of the death of an employee, the employee's survivors have the same rights under this agreement as the employee.

### **2. Notification duty**

When an insurer argues that it is not liable because the time of onset lies outside the period of insurance, the insurer must inform the injured employee that the case may be referred to YFF under this agreement. This duty applies to all insurers involved in the case.

Both the injured employee and the insurers involved may ask for the case to be referred to YFF if no insurer acknowledges liability under section 5 of the Occupational Injury Insurance Act.

### **3. Claim processing**

When a claim is referred to YFF under the rules in section 2 above, YFF is to begin normal processing of the claim without regard to the insurers' dispute over the liability period. As soon as a time of onset is determined in the processing of the claim, the further processing of the claim is to be transferred to the insurer considered liable. If the case is not already time-barred on being reported to the insurer or YFF, all subsequent time limits with respect to insurers that are party to this agreement are suspended until the time of onset has been determined.

If, after taking over the further processing of the claim, the liable insurer uncovers a different time of onset, it must still complete the processing of the claim and make any payout. The insurer must then itself seek reimbursement from the new liable insurer. Further processing of the claim may be transferred to the new liable insurer if the injured employee consents.

### **4. Reimbursement/fees**

When a claim is closed or transferred to a liable insurer, YFF's total expenses are to be reimbursed together with a fixed claim-processing fee. In addition, YFF may demand interest

(at 8%) on its expenses. The fee is not reduced where an open claim is transferred. The size of the fee is set annually by YFF's board and is currently NOK 15,000.

YFF has independent authority to process claims under the Occupational Injury Insurance Act. The liable insurer is in this respect bound by YFF's actions in the individual case.

## **5. Disputes**

If, when a claim is closed, there is still disagreement over the final time of onset and so which insurer is liable, any relevant party to this agreement may demand that the dispute is resolved through arbitration. The provisions in section 13 of YFF's charter apply correspondingly to this agreement.

If the finally liable company does not have the capacity to pay, claim expenses are to be split as set out in section 9 of YFF's charter.

## **6. Term of the agreement**

This agreement runs from 1 July 2010 and applies to all claims registered from that date. The agreement may also be applied to claims registered before that date if the parties involved so agree. New insurers may become party to the agreement at any time. This is conditional on the insurer being a member of YFF. Withdrawal is subject to three months' written notice and takes effect from 1 January the following year.

## **7. Statistics/follow-up**

YFF is responsible for keeping statistics on claims numbers for individual insurers. YFF is also to perform an annual evaluation of this agreement once it enters into force. YFF is responsible for the updating and administration of the agreement.