

# Nomination of beneficiary



Send declaration to

If att:Service Personalforsikring  
Postboks 240 1326 Lysaker  
E-mail: bedrift.person@if.no

Contract number

## Personal particulars

Name	Lot (share)	Social security number (11 digits)
Recall earlier mentioned Beneficiary and nominate herewith: (Name)	Lot (share)	Social security number (11 digits)
Recall earlier mentioned Beneficiary and nominate herewith: (Name)	Lot (share)	Social security number (11 digits)

### As beneficiary to the aforesaid contract in If Skadeforsikring NUF (If Accident Insurance Norwegian Registered Foreign Company)

If the owner of the insurance is married, and the Beneficiary is someone other than the owner's Spouse, then the nomination of the Beneficiary should also be signed by the owner's Spouse, see paragraph 15-6.

Place and date owner	Place and date owner's spouse
Owner	Signature
Owner's spouse	Signature

**Provisions** – From the Insurance Contracts Act of 16 June 1989, no. 69, some of the key provisions are reproduced here.

#### Section 15-2. (Nomination of beneficiary)

The insurance holder (the insured) can appoint one or more persons to receive - as the beneficiary or beneficiaries - the insurance sum with any extras, or a part of the insurance sum, when it falls due. If the insurance holder is married, the spouse should be advised of the nomination, see ICA 15-6. A nomination of a beneficiary can be recalled if the insurance holder has not made the beneficiary irrevocable.

#### Section 15-3. (Procedures for nomination of beneficiary)

A nomination of a beneficiary and a recall of the nomination must be made in a written notice to the company. However, in connection with signing of the insurance, the nomination can be notified to the company in some other manner. If in a testament a special disposition concerns the insurance, then this is counted as a nomination or recall of a beneficiary. A nomination and recall which is not made in one of the manners mentioned in the first and second paragraph is not made in one of the manners mentioned in the first and second paragraph is not valid.

#### Section 15-4. (Interpretation rules)

If nothing else is decided or follows from the circumstances, the following applies:

- A nomination of a beneficiary embraces only the insurance sum which falls due upon death.
- If the insurance holder has made several nominations, the Inheritance Act, section 66, number 5, will apply correspondingly.
- If the beneficiary predeceases the insured, then the Inheritance Act, section 66, number 2, will apply correspondingly.
- If the insured's spouse is nominated, then section 15-1, second paragraph, will apply correspondingly.
- If the insured's heirs are nominated, this also covers the heirs under a testament.

- If the insurance has been mortgaged at the time of the insurance holder's death, then the Inheritance Act, section 6, number 4, will apply correspondingly in the interface between the decedent estate and the beneficiary.

**Section 15-5. (Right under ICA when a beneficiary has been nominated)**  
Nomination of a beneficiary causes no restriction in the insurance holder's right to dispose over the insurance or the rights under the insurance contract otherwise. If the insurance is mortgaged, then the beneficiary's right is secondary to the mortgage holder's unless some other arrangements are agreed. If the nomination is irrevocable, then the insurance holder has no right to dispose over the insurance in the disfavour of the beneficiary. So long as the insurance event has not occurred, the beneficiary cannot dispose over the insurance. If the insurance holder is dead and the insurance sum will only be paid out at a later date, then all rights under the insurance contract will pass to the beneficiary unless some other arrangement is clear from the relationship.

**Section 15-6. (Reversal of beneficiary upon demand from dependents)**  
If it seems clearly unfair in relation to spouse or heirs who the insurance holder provided for or had an obligation to provide for, and who would otherwise have a claim on the insurance sum under Section 15-1, that a beneficiary receives the amount, then the dependent can demand that the insurance sum is wholly or partially paid to him/her. By this decision weight will be given to the motivation for the nomination, the dependent's and the beneficiary's needs, and whether the dependent has received notice of the nomination a reasonable time before the death of the insurance holder. Similar rules apply in relation to the insurance sum under Section 15-1, second paragraph. A claim under the first or second paragraph must be asserted by filling legal action against the beneficiary or spouse within one year after the policyholders death. A beneficiary or spouse who has received the insurance sum is not bound to pay back more than the amount that was intact when that person learned about the claim.