



Oslo, 16 December 2024

TERMS FOR COMPANIES' USE OF METEOR

Meteor replaces the previous claims reporting system NINA from 9 September 2024. Use of Meteor is subject to such rules as are in force from time to time.

The Regulation on Natural Perils Insurance enters into force on 1 January 2025. In cases where these terms refer to regulatory provisions, they refer to the Regulation on Natural Perils Insurance.

By using Meteor, the Company accepts these terms.

1. Background and scope

Under current rules, all non-life insurance companies covering natural damage under section 1 (cf. section 4) of the Natural Perils Insurance Act are to be members of the Norwegian Natural Perils Pool, regardless of where they are headquartered.

Meteor is an IT system which, among other things, deals with the reporting and settlement of natural damage claims through the Pool, calculates companies' market share for the purposes of the scheme, enables auditing of the claims reported, provides members with financial information in the form of natural perils statements and various reports, supplies natural damage statistics, and distributes and archives circulars, newsletters, communications from the Claims Committee, etc. In addition, the system contains an up-to-date list of claims adjusters qualified to adjust natural damage claims.

The Regulation on Natural Perils Insurance (FOR-2024-01-26-111), hereinafter referred to as the Regulation, requires the Pool's members to report all claims to the Pool promptly. This reporting is to be done via the Pool's electronic claims registration system. Reference is made in this respect to section 26 of the Regulation.

Under current rules, member companies and the Pool are subject to a number of provisions on information to and from the scheme. Meteor has functionality for uploading documents, communication between members and the Pool's audit team, and statistics and reports. The Pool audits a selection of claims submitted by companies for equalisation, cf. section 15 of the Regulation with respect to claims auditing.



Definitions:

The Pool – The Norwegian Natural Perils Pool

The Company – The individual member company

The Solution – Meteor

This document sets out the terms for companies' use of the Solution. In addition, there are specific requirements for connection.

Financial institutions and other bodies requiring access to the Solution are to comply with the terms set out in this document and other relevant rules.

These terms aim to ensure that the Company's processing and use of information provided via the Solution comply with legislative requirements and other rules for the service.

The Pool presupposes that mandatory and necessary due diligence is performed by the Company with regard to outsourcing, etc.

2. Objective

These terms govern the parties' rights and obligations concerning the provision and use of the Solution.

The objective of the Solution is:

Compliance with such rules for the natural perils insurance scheme as apply from time to time.

The Solution may only be used in accordance with this objective.

Data made available in the Solution may not be used for other commercial activities or for marketing purposes. It is not permitted to integrate data from the Solution for training algorithms.

3. General terms of use

The Pool manages access to the Solution and provides the following accesses:

Company accesses:



1. Company administrator
2. Company manager
3. Company finance officer
4. Company claims reporter

In addition, all can subscribe to various newsletters, communications from the Claims Committee, and circulars from the Pool.

The terms for access to the Solution are set out in such rules and other terms as apply from time to time. See also the user documentation for the Solution.

Enterprise authentication:

To consume the API, the enterprise is to authenticate itself with its enterprise certificate, which is the enterprise's digital ID.

SEID 2.0 certificates can be ordered from Buypass or Commfides if such certificates are not already held.

Separate enterprise certificates are used for testing and production.

4. The Pool's duties and responsibilities

The Pool is responsible for the service being provided in accordance with applicable rules.

The Pool is to ensure that the Solution complies with currently industry practice regarding security and official requirements. In the event of significant error in the Solution, the Pool is to inform the Company immediately and ensure that the necessary rectifications/repairs are carried out without undue delay.

The Pool awards accesses based on such criteria and requirements as are considered necessary from time to time regarding, among other things, the security of the Solution. Against this background, the Pool may make amendments to these terms to satisfy security and necessary legislative requirements. The Pool is to give companies reasonable notice of new and/or amended requirements for the use of the Solution.



Personal data are to be processed in accordance with the Personal Data Act and other relevant rules. The Pool is to ensure that all personal data that it processes on behalf of the Company are processed and stored in accordance with such rules as apply from time to time.

The Pool is responsible for the operation of the Solution, which includes ensuring that general maintenance and upgrades of the service are carried out.

The Pool is to take reasonable steps to satisfy requirements for information security in connection with the provision of the Solution. This means that the Pool is to take reasonable steps to ensure the confidentiality of the Company's data, and steps to ensure that data do not fall into the wrong hands. Furthermore, the Pool is to take reasonable steps against unintended alteration and deletion of data, and against attacks from malicious software.

If the Pool is unable to fulfil its obligations as agreed, the Pool is to notify the Company of this in writing as soon as possible. This notification is to state the cause of the problem and, where possible, when the Solution can be provided as agreed. This applies correspondingly if it has to be expected that there will be delays after the aforementioned notification has been given.

5. The Company's duties and responsibilities

If the Company provides access to the Solution to parties other than its own employees, such as external case processors (outsourced case processing), the Company is responsible for the use of user identities and access rights.

Where the Company's administrative user grants access rights to others, the user must use a company email from the company where the user is employed.

The Company is to have procedures for withdrawing accesses (setting them to inactive) for those who no longer have an operational need to access the Solution, for example if the person leaves or moves to another position at the Company.

The Company is to ensure that the solutions it uses in connection with the Solution satisfy relevant security requirements. In the event of a fault in the Company's systems that could affect the Solution, the Pool is to be informed immediately, and the Company is to ensure



that the necessary rectifications/repairs are carried out where these are caused by a fault in the Company's systems.

6. Processing of personal data

The parties have a duty to have read these terms and be aware of the objective of the use of the Solution, and know that the system processes personal data.

The Pool is to be viewed as an independent controller for the personal data included in the Solution. The Pool believes that the lawful basis is article 6(1)(c) of the General Data Protection Regulation (necessary for compliance with a legal obligation).

Note that the Company is the controller for personal data that the Company provides to the Pool in the Solution, and is itself responsible for processing personal data in accordance with data protection legislation, including determining the lawful basis for providing the data.

7. Duty of confidentiality

Information of which the parties become aware in connection with the use of the Solution is to be kept confidential and is not to be made available to outside parties without the other party's written consent.

This duty of confidentiality does not prevent information from being used where there is no legitimate reason for it to be kept confidential, for example where the information is public knowledge or publicly available elsewhere.

The parties are to take necessary precautions to prevent unauthorised parties from accessing or becoming aware of confidential information.

This duty of confidentiality applies to the parties' employees, subcontractors and third parties acting on behalf of the parties in connection with the performance of the agreement. The parties may only transfer confidential information to such subcontractors and third parties to the extent that is necessary to perform the agreement, and where these parties are covered by a corresponding duty of confidentiality.

The duty of confidentiality does not prevent the parties from making use of experience and competence built up through the performance of the agreement.



The duty of confidentiality continues to apply after connection is discontinued. Employees or others leaving their employment with one of the parties are to continue to be covered by a duty of confidentiality after their departure regarding matters as specified above.

The parties, or a third party appointed by the parties, may perform checks and request access to systems, procedures, etc., to ensure that the confidentiality requirements are being met.

8. Non-performance by the Company

Breaches of these terms and incorrect use of the system will lead to the Company being given a deadline to rectify the matter. If the matter is not put right within this deadline, or the matter is considered serious, the Pool will consider notifying the relevant supervisory authority and consider whether the Company's access to all or parts of the Solution should immediately be withdrawn.

Breaches of these terms include conscious and repeated incorrect use of functionality, infringements of security rules, or incorrect processing of personal data.

It is also considered non-performance if the Company does not provide the information needed to operate the scheme in accordance with applicable rules. In the case of such non-performance, the Pool may use previously submitted figures adjusted at its discretion. The Pool will also consider whether the relevant supervisory authority should be notified in such cases of non-performance.

9. Liability for damage and loss

The parties' liability for non-performance is otherwise governed by the standard rules on contractual remedy and the underlying law.

10. Administration costs

The Pool's administration costs are governed by section 37 of the Regulation. The Solution forms part of these administration costs.



11. Duration of connection to the Solution

Companies that comply with these terms and have an operational need for the Solution in accordance with applicable rules will have access to the system from the day this need arises.

If the Company no longer has this need, or the requirements under applicable rules are no longer met, the Company's access will be withdrawn.

12. Applicable law, mediation and court of jurisdiction

The use of the Solution is governed by Norwegian law. Disputes are to be resolved where possible through negotiation or voluntary mediation. If this does not succeed, either Party may bring the dispute before the ordinary courts for a decision. Alternatively, the Parties may agree that the dispute should be settled with final effect through arbitration.

Oslo City Court is the court of jurisdiction.