

THE DANISH INSURANCE CONTRACTS ACT, 1930

Act no. 129 of 15 April 1930, cf. Restatement no. 999 of 05 October 2006, latest amended by act no. 737 of 25 June 2014.

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RENDERED IN ENGLISH BY *LUNDBERG*, COPENHAGEN 1931

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PART I.

General Provisions relating to all Classes of Insurance.

Introductory Rules.

Section 1.

This Act shall apply to contracts of insurance entered into with joint stock assurance companies, mutual assurance companies, or other companies and institutions carrying on assurance business.

(2) The act shall not apply to:

1. Reinsurances.
2. Compulsory Disablement Insurance pursuant to Act No. 197, 16. July, 1927.
3. Accident Insurance effected pursuant to Act No. 205, July 6th, 1916, cf. Government Order No. 187, July 14th, 1927, as respects the Faroe Islands, cf. Ordinances No. 503, November 29th 1922, No. 37, February 23rd, 1924, No. 213 July 24th, 1925 and No. 41, March 9th, 1926.
4. Agreements entered into with a Burial Club; a Sickness Club recognized by the Government pursuant to Act No. 144, May 10th, 1915, cf. Government Order No. 87, April 19th, 1929, in respect of the Faroe Islands, cf. Ordinance No. 59, February 21st, 1930; a Mutual Sickness Club acting under Government control; one of the Sickness Clubs mentioned in Act No. 197, Section 31, July 16th, 1927; the Sickness Insurance of Foreign Agricultural Laborers, recognized by Act No. 67, Section 8, April 1st, 1912 as a Sickness Club; and one of the Conveyance of Doctors and Patients Clubs in the Faroe Islands, specified in Act No. 126, April 28th, 1916, cf. Acts No. 180, April 1st, 1921, and No. 93, April 1st 1925.
5. Contracts under which Trade Unions grant compensation to their members in respect of loss by unemployment or stoppage of work.
6. Contracts where under an employer promises pensions to persons employed in his business or trade.

Section 2.

In this Act »the Company« shall mean the Insurer.

(2) »The Policy-holder« shall mean the person who has entered into an insurance contract with the Company.

(3) »The Assured« shall mean the person entitled to receive the policy moneys, if they become payable.

AFSNIT I.

Fælles bestemmelser for alle forsikringsarter

Indledende regler

§ 1.

Denne lov finder anvendelse på forsikringsaftaler, der indgås med forsikringsaktieselskaber, gensidige forsikrings-selskaber eller andre selskaber og institutioner, der driver forsikringsvirksomhed.

Stk. 2. Loven gælder ikke for:

1. Genforsikring.
2. Invalideforsikring i henhold til lov nr. 197 af 16. juli 1927.
3. Ulykkesforsikring tegnet i henhold til lov nr. 205 af 6. juli 1916, jfr. bekendtgørelse nr. 187 af 14. juli 1927, jfr. for Færøernes vedkommende anordninger nr. 503 af 29. november 1922, nr. 37 af 23. februar 1924, nr. 213 af 24. juli 1925 og nr. 41 af 9. marts 1926.
4. Overenskomst afsluttet med en begravelseskasse, en i henhold til lov nr. 144 af 10. maj 1915, jfr. Bekendtgørelse nr. 87 af 19. april 1929, statsanerkendt sygekasse, jfr. for Færøernes vedkommende anordning nr. 59 af 21. februar 1930, en af de i paragraf 34 i lov nr. 144 af 10. maj 1915 omhandlede under statskontrol virkende gensidige sygeforeninger, en af de i § 31 i lov nr. 197 af 16. juli 1927 omhandlede sygekasser, den i § 8 i lov nr. 67 af 1. april 1912 nævnte som sygekasse anerkendte sygeforsikring for udenlandske landarbejdere og en af de i lov nr. 126 af 28. april 1916, jfr. love nr. 180 af 1. april 1921 og nr. 93 af 1. april 1925, omhandlede læge- og sygebefordringskasser på Færøerne.
5. Aftale, hvorved fagsammenslutninger yder deres medlemmer dækning mod tab ved arbejdsløshed eller arbejdsstandsning.
6. Aftale, hvorved en arbejdsgiver tilsiger de i hans virksomhed beskæftigede personer pension.

§ 2.

Ved »selskabet« forstås i denne lov forsikringsgiveren.

Stk. 2. Ved »forsikringstageren« forstås den, der med selskabet har sluttet aftale om forsikring.

Stk. 3. Ved »den sikrede« forstås den, som, hvis en forsikringsydelse kommer til udbetaling, har ret til ydelsen.

(4) »A consumer insurance contract« shall mean an insurance contract where the insured (the consumer) at the time when the contract is entered into acts outside his business activities. The company shall bear the burden of proof that an insurance contract is not a consumer insurance contract.

Section 3.

Unless the provisions set out in this Act are expressly declared to be mandatory, or their absoluteness follows from other rules of law, they shall attach only if nothing to the contrary is expressly agreed upon, or is deemed to be implied in the contract.

Section 3 a.

The Company shall not be entitled to request, collect or receive and use information that may reveal a natural person's hereditary genes and risk of developing or catching diseases, including demanding examinations required to provide such information, neither in connection with the execution of the insurance contract or thereafter. This stipulation shall not apply, however, to this person's or other persons' present or previous health condition.

Section 3 b.

Upon demand the Company's refusal to accept an insurance as applied for and the Company's notice to terminate an insurance contract must be justified.

(2) The justification must include a reference to the relevant rules of law and a brief explanation why the insurance cannot be obtained or why the insurance contract is terminated. Upon demand the justification must be given in writing.

Misstatements on the conclusion of the contract.

Section 4.

If the policy holder on the effecting of the insurance has fraudulently given untrue statements about, or concealed a circumstance which must be presumed to be material to the company, the contract shall not be binding on the company. The same shall apply, if otherwise his conduct has been such that it would be inconsistent with general principles of good faith to rely on the contract.

Section 5.

If it must be presumed that on the effecting of the insurance the policy holder neither knew nor ought to know that an information given by him was false, the company shall be liable, just as if the misstatement did not exist.

(2) Provided that in respect of indemnity insurance the company shall be allowed to terminate the insurance by a week's notice.

Section 6.

Where the policy holder has made a false statement, and the case does not come under Sections 4 or 5, the company shall be exempt from liability, if it can be presumed that it would have refused the insurance if the true facts had been disclosed.

(2) If it must be presumed that the company would

Stk. 4. Ved en »forbrugerforsikring« forstås en forsikringsaftale, hvor forsikringstageren (forbrugeren) ved aftalens indgåelse hovedsagelig handler uden for sit erhverv. Selskabet har bevisbyrden for, at en forsikringsaftale ikke er en forbrugerforsikring.

§ 3.

Denne lovs bestemmelser kommer, for så vidt de ikke udtrykkeligt er erklæret for ufravigelige eller deres ufravigelighed følger af andre retsregler, kun til anvendelse, hvis ikke andet er udtrykkeligt aftalt eller må anses indeholdt i aftalen.

§ 3a.

Selskabet må ikke i forbindelse med eller efter indgåelse af aftaler efter denne lov anmode om, indhente eller modtage og bruge oplysninger, der kan belyse en persons arveanlæg og risiko for at udvikle eller pådrage sig sygdomme, herunder kræve undersøgelser, som er nødvendige for at tilvejebringe sådanne oplysninger. Det gælder dog ikke oplysninger om den pågældendes eller andre personers nuværende eller tidligere helbredstilstand.

§ 3b.

Selskabets afslag på at tegne en forsikring som begæret og selskabets opsigelse af en forsikringsaftale skal efter anmodning begrundes.

Stk. 2. Begrundelsen skal indeholde en henvisning til de relevante retsregler samt en kort redegørelse for, hvorfor forsikringen ikke kan tegnes, eller hvorfor forsikringsaftalen opsiges. Begrundelsen skal efter anmodning være skriftlig.

Urigtige oplysninger ved aftalens afslutning

§ 4.

Har forsikringstageren ved forsikringens tegning svigagtig givet urigtig oplysning om eller fortiet en omstændighed, som må antages at være af betydning for selskabet, er aftalen ikke bindende for dette. Det samme gælder, hvis hans forhold i øvrigt har været af en sådan art, at det ville stride mod almindelig hæderlighed at gøre aftalen gældende.

§ 5.

Må det antages, at forsikringstageren ved forsikringens tegning hverken vidste eller burde vide, at en af ham givet oplysning var urigtig, hæfter selskabet, som om urigtig oplysning ikke forelå.

Stk. 2. Ved skadesforsikring kan selskabet dog opsiges forsikringen med en uges - hvis forsikringstageren har bopæl i Grønland, en måneds - varsel.

§ 6.

Har forsikringstageren, uden at forholdet omfattes af §§ 4 eller 5, givet urigtig oplysning, er selskabet fri for ansvar, hvis det kan antages ikke at ville have overtaget forsikringen, om det rette forhold havde været oplyst.

Stk. 2. Må det antages, at selskabet ville have over-

have accepted the insurance, although on other terms, it shall be liable to the extent to which it would have assumed liability at the premium agreed upon. Would the company through reinsurance have limited its net retention to a wider extent, the compensation shall be reduced proportionally .

(3) Notwithstanding paragraphs 1 and 2, in case of a consumer insurance contract and in case of life-, accident- or sickness assurance or other personal insurance contract it may be determined that the Company shall be fully or partly liable, when special circumstances support such liability. In the determination thereof special merit shall be attached to the fact whether or not the matter that was misstated could be considered having influenced the happening of the insurance event or the extent of the loss, as well as the degree of negligence and the period elapsed from the time when the incorrect information was given until the insured event occurred.

(4) In Marine- and other Transport-Insurance, and Guarantee-Insurance the provision mentioned in the 2nd paragraph shall be substituted by a rule to the effect that the company shall be liable only to the extent established that the circumstance as to which a misstatement has been made, has not affected the happening of the insured event, or the extent of the loss.

Section 7.

The omission of the policy holder to give information shall not affect the company's liability, unless he ought to be aware that the undisclosed circumstance was material to the company, and that his conduct may be put down to him as gross negligence. In this case he shall be deemed to be guilty of misrepresentation, cf. Section 6.

Section 8.

If the company wants to rely on the existence of one of the circumstances mentioned in Sections 5-7, it shall, after having become aware that the information was incorrectness, without undue delay inform the policyholder, to what extent it intends to rely on any of its rights under the said Sections.

Section 9.

The company cannot plead a misrepresentation, if on the granting of the insurance it was, or ought to be, aware of the true facts, or the circumstance of which the company has remained ignorant, was immaterial to it, or has subsequently ceased to be material.

Section 10.

An agreement in conflict with the provisions of Sections 5, 6, paragraph 3 and Sections 7-9, cannot be relied upon by the company.

(2) If the company stipulates for an exemption from liability, in case a statement submitted by a person other than the policy holder proves incorrect, such reservation shall not involve more rigorous effects than if the information had been given by the policyholder. The company cannot make a reservation to be

taget forsikringen, men på andre vilkår, hæfter det i det omfang, i hvilket det mod den aftalte præmie ville have forpligtet sig. Ville selskabet ved genforsikring i videre omfang have begrænset sit ansvar for egen regning, nedsættes erstatningen i samme forhold.

Stk. 3. Ved forbrugerforsikring samt ved livs-, ulykkes- eller sygeforsikring eller anden personforsikring kan det uanset stk. 1 og 2 bestemmes, at selskabet hæfter helt eller delvis, hvis særlige omstændigheder taler herfor. Ved afgørelsen heraf skal der navnlig lægges vægt på, om det forhold, hvorom der er givet urigtig oplysning, må antages at have haft indflydelse på forsikringsbegivenhedens indtræden eller skadens størrelse, på den af forsikringstageren udviste uagtsomhed og på den tid, der er forløbet fra afgivelsen af urigtig oplysning til forsikringsbegivenhedens indtræden.

Stk. 4. Ved søforsikring og anden transportforsikring samt garantiforsikring gælder i stedet for den i 2det stykke nævnte regel, at selskabet kun hæfter i det omfang, i hvilket det godtgøres, at det forhold, hvorom urigtig oplysning er givet, har været uden indflydelse på forsikringsbegivenhedens indtræden eller skadens størrelse.

§ 7.

Forsikringstagerens undladelse af at give oplysning har ingen indflydelse på selskabets ansvar, medmindre han burde være klar over, at den ikke oplyste omstændighed var af betydning for selskabet, og hans forhold kan tilregnes ham som grov uagtsomhed. I så fald anses han, som om han havde givet urigtig oplysning, jfr. § 6.

§ 8.

Vil selskabet påberåbe sig, at et af de i §§ 5-7 nævnte forhold foreligger, skal det efter at have fået kundskab om oplysningens urigtighed uden unødigt ophold meddele forsikringstageren, i hvilket omfang det vil påberåbe sig nogen af de rettigheder, disse paragraffer hjemler.

§ 9.

Selskabet kan ikke gøre gældende, at urigtig oplysning er givet, såfremt det ved forsikringens tegning var eller burde være vidende om det rette forhold, eller den omstændighed, hvorom selskabet er forblevet uvidende, var uden betydning for det eller senere har ophørt at have sådan betydning.

§ 10.

Aftale, som strider mod bestemmelserne i §§ 5, 6, stk. 3, og 7-9, kan ikke påberåbes af selskabet.

Stk. 2. Har selskabet forbeholdt sig at være fri for ansvar, hvis en oplysning, som gives af en anden end forsikringstageren, viser sig at være urigtig, kan dette ikke medføre strengere virkninger, end hvis oplysningen var givet af forsikringstageren. Selskabet kan ikke forbeholde sig at være fri for ansvar, hvis hel-

exempt from liability in case that health information provided by medical doctors and other specialists in connection with the provision of an insurance regulated by Section 120 a proves to be incorrect or incomplete.

(3) The same shall apply, if the company has described a matter of fact in the policy without having obtained information about the matter from the policy holder or others and has stipulated for a discharge in whole or in part from responsibility, should the said description prove incorrect.

Commencement of the Company's Liability.

Section 11.

If the insurance contract has been concluded without the stating the time of the commencement of liability, the liability of the company shall be deemed to commence already at the time when the company or the policy-holder dispatches a communication to the effect that the other party's offer is accepted.

(2) The declaration mentioned in the preceding paragraph shall be deemed to have been dispatched at 6 o'clock in the afternoon, unless otherwise is proved.

The Premium.

Section 12.

The premium shall be paid no later than 21 days after the company's payment demand.

(2) A reservation that the company's liability shall not commence until the first premium has been paid or the policy handed over shall be void.

Section 13.

If the premium is not paid in due time, the company may give notice to cancel the insurance contract and render it wholly void, in case the premium is not paid within 21 days from the notice. Notice of termination may not be given until 14 days after the due date for payment stipulated in Section 12, paragraph 1.

(2) The notice of termination must explain that the insurance contract ceases if the premium is not paid within the stipulated time and shall also inform of the possibility according to Section 14 to revive the insurance contract. The notice periods stated in paragraph 1, 1st sentence, and Section 14, 2nd sentence, shall not begin until this information has been given.

Section 14.

If late payment of the premium is the result of specially extenuating circumstances and the premium and possible interest and costs are paid without undue delay after the payment obstacle has ceased, the insurance contract shall be revived from the day after payment was made. In any event payment must be effected, however, at the latest 3 months after the end of the notice period stipulated in Section 13, 1st paragraph. If the insurance contract has been executed for a specific period payment must be made before the end of this period.

bredsuplysninger, der er givet af læger eller andre sagkyndige i forbindelse med tegning af en forsikring, som omfattes af § 120 a, viser sig at være urigtige eller ufuldstændige.

Stk. 3. Det samme gælder, hvis selskabet i policen har beskrevet et faktisk forhold uden at have indhentet oplysninger desangående fra forsikringstageren eller andre og har forbeholdt sig at være helt eller delvis fri for ansvar, hvis det måtte vise sig, at beskrivelsen var urigtig.

Indtrædelse af selskabets ansvar

§ 11.

Er forsikringsaftale sluttet, uden at det er bestemt, når ansvaret skal begynde, anses selskabets ansvar at indtræde allerede på det tidspunkt, da selskabet eller forsikringstageren afsender meddelelse om, at den anden parts tilbud antages.

Stk. 2. De i 1ste stykke omhandlede erklæringer skal anses afsendt kl. 6 eftermiddag medmindre andet bevises.

Præmien

§ 12.

Præmien skal betales senest 21 dage efter selskabets påkrav herom.

Stk. 2. Forbehold om, at selskabets ansvar først skal indtræde, når første præmie er betalt eller policen er udleveret, er ugyldigt.

§ 13.

Betales præmien ikke rettidigt, kan selskabet opsigte forsikringsaftalen med den virkning, at aftalen ophører, hvis præmien ikke er betalt senest 21 dage efter opsigelsen. Opsigelse kan tidligst ske 14 dage efter udløbet af betalingsfristen efter § 12, stk.1.

Stk. 2. Opsigelsen skal angive, at forsikringsaftalen ophører, hvis præmien ikke betales inden den fastsatte frist, og skal oplyse om muligheden efter § 14 for at bringe forsikringsaftalen til at løbe på ny. Fristerne efter stk. 1, 1.pkt., og § 14, 2.pkt., regnes først fra det tidspunkt, hvor disse oplysninger er givet.

§ 14.

Skyldes den for sene betaling af præmien særligt undskyldende omstændigheder, og betales præmien samt eventuelle renter og omkostninger uden ugrundet ophold efter betalingshindringens ophør, løber forsikringsaftalen på ny fra dagen efter, at betaling sker. Betaling skal dog ske senest 3 måneder efter udløbet af opsigelsesfristen efter § 13, stk.1. Er forsikringsaftalen indgået for en bestemt periode, skal betaling tillige ske inden udløbet af denne periode.

Section 15.

Payment to a bank in this country, except Greenland, to be forwarded to the payment place, shall be considered made in time when it is effected within the deadlines stipulated in Sections 12 – 14.

(2) When the policy holder is domiciled in Greenland the time limits for payment stated in Sections 12 – 14 shall be extended where reasonably warranted by the connection opportunities for the specific location, just as termination pursuant to Section 13, 1st paragraph, may be given earlier than 14 days after the end of the payment period where reasonably warranted by the postal service for the specific location.

Section 16.

If in pursuance of a provision in this Act the company has given notice of termination of an insurance before the expiration of the period for which it is concluded, then the company shall be entitled to the amount of premium that would have been payable, had the insurance been effected for the time expired only.

(2) If for other reasons the contract ceases to attach, the company shall be entitled to a portion of the premium corresponding to the period until the cessation.

Section 17.

In case of a consumer insurance the stipulations of Sections 12 – 16 cannot be derogated to the disadvantage of the policy holder or the assured. Section 12, 1st paragraph, may be derogated from, however, as part of a recurring agreement for the payment of the premium through money transfer.

(2) As regards the payment of the first premium it may be agreed that the insurance contract ceases to exist if the premium has not been paid within a reasonable time after the company's payment demand. In that case the notice period stated in Section 14, 2nd sentence, shall be calculated from the time when the contract ceased to exist.

(3) Section 16 shall not apply to life insurances.

Wilful or negligent causing the insured event.

Section 18.

If the assured wilfully causes the happening of the insured event, he shall have no claim against the company.

(2) Has he caused the insured event through negligence, which according to circumstances must be designated as gross, it is to be decided, with due regard to the degree of guilt and circumstances on the whole, whether compensation is to be paid, and, if so, by what amount. In Life- and Third-Party Insurance the company shall, however, bear the full liability.

Section 19.

The provisions of Section 18 relating to the cessation or limitation of the company's liability shall not apply, where the assured was under 14 years of age, or owing to lunacy, imbecility, or transient mental derangement or such like condition has lacked the faculty

§ 15.

Indbetaling til et pengeinstitut her i riget, bortset fra Grønland, til befordring til betalingsstedet er rettidig, når den sker inden for fristerne efter §§ 12-14.

Stk. 2. Har forsikringstageren bopæl i Grønland, forlænges de i §§ 12-14 omhandlede frister for betaling, i det omfang stedets forbindelsesmuligheder i det enkelte tilfælde gør det rimeligt, ligesom opsigelse efter § 13, stk. 1, kan ske tidligere end 14 dage efter betalingsfristens udløb, for så vidt det er rimeligt begrundet i stedets postforbindelse.

§ 16.

Opsiges en forsikringsaftale af selskabet i henhold til en bestemmelse i denne lov til ophør inden udløbet af den tid, som aftalen er indgået for, har selskabet ret til den præmie, som skulle have været betalt, hvis forsikringen kun havde været tegnet for den forløbne tid.

Stk. 2. Ophører aftalen af andre grunde, har selskabet ret til så stor en del af præmien, som svarer til den tid, der er forløbet indtil aftalens ophør.

§ 17.

Ved forbrugerforsikring kan §§ 12-16 ikke ved aftale fraviges til skade for forsikringstageren eller den sikrede. § 12, stk.1, kan dog fraviges som led i en løbende aftale om betaling af præmien ved betalingsoverførsel.

Stk. 2. For så vidt angår betaling af første præmie, kan det aftales, at forsikringsaftalen ophører, hvis præmien ikke betales inden en rimelig frist efter selskabets påkrav om betaling. Fristen i § 14, 2.pkt., regnes i givet fald fra tidspunktet for aftalens ophør.

Stk. 3. § 16 gælder ikke for livsforsikringer.

Forsætlig eller uagtsom fremkaldelse af forsikringsbegivenheden

§ 18.

Fremkalder den sikrede forsætligt forsikringsbegivenheden, har han ikke noget krav mod selskabet.

Stk. 2. Har han fremkaldt forsikringsbegivenheden ved en uagtsomhed, der under de foreliggende omstændigheder må betegnes som grov, skal det under hensyn til skyldgraden og omstændighederne i øvrigt afgøres, om erstatning skal ydes og i bekræftende fald med hvilket beløb. Ved livsforsikring og ansvarsforsikring hæfter selskabet dog fuldt ud.

§ 19.

Bestemmelserne i § 18 om bortfald eller begrænsning af selskabets ansvar finder ikke anvendelse, når den sikrede var under 14 år eller på grund af sindssygdom, åndssvaghed, forbigående sindsforvirring eller lignende tilstand har manglet evnen til at handle fornuftsmæ-

of rational action.

(2) The same shall apply, where the act causing the insured event is undertaken for the prevention of injury to person or property under such circumstances that such act must be deemed warrantable.

Section 20.

It cannot be validly agreed that the company shall be exempt from liability, if the insured event has been caused by a negligence, which cannot be designated as gross. This rule shall not bar an agreement to the effect that the company shall be exempt from liability in respect of the said events when caused by the assured during intoxication, or that the company shall be allowed to deduct up to 5 per cent. in the compensation, if the happening of the insured event is caused by negligence, which cannot be signified as gross.

The Assured's duties on the happening of the insured event.

Section 21.

On the happening of an event insured against the assured shall forthwith give notice thereof to the company, if he intends setting up any claim against the company in respect thereof.

(2) In the event of the assured's omission to do so the company shall not be liable to a greater extent than if such notice had been given. If it is made probable that through such omission the company has been precluded from establishing the existence of circumstances, which would nullify or limit its liability, it shall be determined, under due regard to the surrounding circumstances, whether compensation is to be paid, and, if so, by what amount.

(3) When it is agreed that the assured shall notify events, for the consequences of which the company is liable, even if such consequences have not yet arisen, then the foregoing provision shall apply subject to the necessary modifications.

(4) It cannot be validly agreed that more rigorous effects than those here provided shall result from the assured or others omitting to notify the company as stated above. This provision shall not apply to Burglary- and Housebreaking-, Guarantee-, Hailstorm- and Live Stock-Insurance, or to indemnity insurance for Motor Vehicles.

Section 22.

If the assured makes a claim against the company, he shall be bound to give the company every information available to him concerning the circumstances, which are material for estimating the nature of the insured event; for fixing the amount payable by the company; or for the rights of recovery which the company might have against others.

(2) Failure of the assured to give such information shall have the effect stated in Section 21, 2nd paragraph.

Section 23.

If it has been agreed that the assured, when he frau-

ssigt.

Stk. 2. Det samme gælder, når den handling, hvorved forsikringsbegivenheden forårsages, foretages til afværgelse af skade på person eller ejendom under sådanne omstændigheder, at handlingen må anses som forsvarlig.

§ 20.

Det kan ikke med retsvirkning aftales, at selskabet skal være fri for ansvar, hvis forsikringsbegivenheden er fremkaldt ved en uagtsomhed, der ikke kan betegnes som grov. Denne bestemmelse er ikke til hinder for, at det aftales, dels at selskabet skal være fri for ansvar for forsikringsbegivenheder, som den sikrede har forårsaget under selvforskyldt beruselse, dels at selskabet kan afkorte indtil 5 pct. i erstatningen, hvis forsikringsbegivenheden er fremkaldt ved en uagtsomhed, der ikke kan betegnes som grov.

Den sikredes pligter, når forsikringsbegivenheden indtræder

§ 21.

Er forsikringsbegivenheden indtrådt, skal den sikrede uden ophold give selskabet meddelelse derom, hvis han i den anledning vil rejse krav mod dette.

Stk. 2. Forsømmer den sikrede dette, er selskabet ikke ansvarlig i videre omfang, end det ville have været, hvis sådan meddelelse var givet. Gøres det antageligt, at selskabet på grund af forsømmelsen er blevet afskåret fra at oplyse omstændigheder, som ville ophæve eller begrænse dets ansvar, afgøres det under hensyn til de foreliggende omstændigheder, om erstatning skal ydes og i bekræftende fald med hvilket beløb.

Stk. 3. Er det aftalt, at den sikrede angående begivenheder, for hvis følger selskabet er ansvarlig, skal foretage anmeldelse, selv om sådan følge endnu ikke er indtrådt, finder ovenstående bestemmelse tilsvarende anvendelse.

Stk. 4. Det kan ikke med retsvirkning aftales, at strengere følger end her foreskrevet skal indtræde, hvis den sikrede eller andre undlader at give selskabet meddelelse af den ovenfor nævnte art. Denne bestemmelse gælder ikke for tyveri-, garanti-, haglskade- og kreaturforsikring samt skadesforsikring af motorkøretøjer.

§ 22.

Den sikrede skal, hvis han rejser krav mod selskabet, give dette alle ham tilgængelige oplysninger om forhold, som kan være af betydning for bedømmelsen af forsikringsbegivenheden, for fastsættelsen af det beløb, selskabet skal yde, eller for de dækningskrav, selskabet måtte have mod andre.

Stk. 2. Forsømmer den sikrede at give sådanne oplysninger, har dette den i § 21, 2det stykke, angivne virkning.

§ 23.

Er det vedtaget, at den sikrede, hvis han svigagtig op-

dulely states or conceals a circumstance, which is material for the estimation of the company's liability, shall have forfeited his right to the policy moneys otherwise due to him, then the Court, with due consideration of the circumstances attending the fraud, may decide that, notwithstanding such agreement, the policy moneys shall be paid in whole or in part.

(2) Has a misstatement or concealment taken place with no intent to defraud, then, notwithstanding any contrary agreement, this fact shall have no other effect than that stated in the 2nd paragraph of Section 21.

The company's duty to pay.

Section 24.

Payment of the policy moneys may be claimed to be made 14 days after the company has been able to obtain the information necessary for the estimation of the insured event, and the fixation of the amount of the policy moneys. If before the final adjustment can take place, it is indisputable that the company is to pay at any rate part of the amount claimed, payment of that portion can be claimed to be made in accordance with the rules contained in the 1st sentence of this Section.

(2) The amount shall carry interest from the date when it may be claimed pursuant to the 1st paragraph with an annual interest corresponding to the interest rate according to Section 5 of the Interest Act.

(3) An agreement to the effect that the date of payment shall be dependent on any decision of the company, or on the company being held liable by the Court shall have no legal effect.

(4) In case of liability insurance paragraphs 1 – 3 do not apply to the injured's claim for damages against the company.

Section 25.

No later than 3 months and the insurance event has been reported the company shall inform the assured of the opportunity to demand payment pursuant to Section 24, 1st paragraph, 2nd sentence, unless the assured's claim for the policy moneys before that time has either been accepted or rejected. This shall not apply, however, if it must be considered evident that there will be no question of demanding such payment.

giver eller fortier en omstændighed, der er af betydning for bedømmelsen af selskabets ansvar, skal miste den ret til forsikringsydelsen, som han ellers ville have haft, kan retten under hensyntagen til de omstændigheder, under hvilke det svigagtige forhold fandt sted, afgøre, at forsikringsydelsen uanset aftalen helt eller delvis skal erlægges.

Stk. 2. Er oplysning eller undladelse af at give oplysning ikke sket i svigagtig hensigt, har dette uanset modstående aftale ikke anden virkning end den i § 21, 2det stykke, angivne.

Selskabets betalingspligt

§ 24.

Forsikringsydelsen kan kræves betalt 14 dage efter, at selskabet har været i stand til at indhente de oplysninger, der er nødvendige til bedømmelse af forsikringsbegivenheden og fastsættelse af forsikringsydelsens størrelse. Er det, forinden endelig opgørelse kan finde sted, givet, at selskabet i alt fald skal betale en del af det krævede beløb, kan denne del forlanges udbetalt efter bestemmelsen i 1ste punktum.

Stk. 2. Beløbet forrentes fra det tidspunkt, hvor det kan kræves betalt efter stk. 1, med en årlig rente svarende til renten i henhold til rentelovens § 5. [ændret 1.marts 2013]

Stk. 3. Det kan ikke med retsvirkning aftales, at tidspunktet efter stk. 1 skal være afhængig af nogen beslutning, der træffes af selskabet eller af, at selskabet ved dom tilpligtes at betale.

Stk. 4. Ved ansvarsforsikring gælder stk. 1-3 ikke for den skadelidtes krav mod selskabet.

§ 25.

Selskabet skal senest 3 måneder efter anmeldelse af forsikringsbegivenheden vejlede sikrede om retten til at kræve betaling efter § 24, stk. 1, 2. pkt., medmindre sikredes krav på forsikringsydelsen inden da er imødekommet eller afvist. Dette gælder dog ikke, hvis det må anses for åbenbart, at der ikke kan opstå spørgsmål om at kræve en sådan betaling.

The legal effects of the Company's or the Policy-Holder's insolvency, etc.

Section 26.

If the company is wound up by the Court, the policy-holder shall be allowed to rescind the contract. In the event of his failing to do so the contract shall nevertheless cease to attach three months after the notification of such winding-up.

(2) If on execution proceedings the company is found to lack the means to pay its debt, or it has suspended its payments, or if otherwise its financial standing proves to be of such a nature that it must be presumed to be unable to meet its obligations, then the policy-holder may rescind the contract, provided that on his demand the company fails immediately to lodge adequate security for the satisfaction of the debt.

(3) When an insurance contract is cancelled by virtue of the foregoing provisions, the policy-holder shall be entitled to claim indemnification in respect of the loss sustained through the discontinuance of the insurance.

(4) The above rules shall not apply to Life-Assurance contracts comprised by the provisions set out in Act No. 65, April 1st, 1914, Sections 25-31, cf. Government Order No. 299, June 30th, 1922.

Section 27.

If the company is deprived of its right to transact insurance business in this country, the policy holder may rescind the contract. The same shall apply, if the company is amalgamated with another company, or it transfers the whole of its property to another company.

(2) If the company is in voluntary liquidation, the insurance contract shall lapse one year after the commencement of the liquidation proceedings. The policy-holder may rescind the contract before the expiry of that time, if the company fails on his demand to give adequate security without delay for the fulfilment of its obligations ,

(3) The provisions of Section 26, the last paragraph but one and the last paragraph, shall apply mutatis mutandis.

Section 28.

If the policy holder's estate becomes subject bankruptcy or reconstruction proceedings, that fact, even if otherwise agreed, shall not affect the insurance contract to a greater extent than directed by the statutory provisions in general. Provided always, that as respects indemnity insurance, the company may stipulate its right to terminate the contract by 14 days' notice.

Limitations of Actions.

Section 29.

Demands based on the insurance contract become time barred pursuant to the stipulation in the Statutory Limitations Act, cf. however, paragraphs 2 – 6.

(2) The stipulation stated in the Statutory Limitations Act Section 2, paragraph 2, shall not apply in circumstances where the payment date for the policy moneys

Retsvirkningerne af selskabets og forsikringstagerens insolvens m.v.

§ 26.

Kommer selskabet under konkurs, kan forsikringstageren hæve aftalen. Sker dette ikke, bortfalder aftalen dog tre måneder efter konkursens bekendtgørelse.

Stk. 2. Hvis selskabet ved udlæg er fundet at mangle midler til at betale sin gæld, eller det har standset sine betalinger, eller dets formueforhold i øvrigt viser sig at være sådanne, at det må antages at være ude af stand til at opfylde sine forpligtelser, kan forsikringstageren hæve aftalen, hvis selskabet undlader på hans opfordring uopholdelig at stille betryggende sikkerhed for opfyldelsen.

Stk. 3. Når en forsikringsaftale hæves i henhold til ovenstående bestemmelser, er forsikringstageren berettiget til at kræve erstatning for den skade, som han lider ved forsikringens ophør.

Stk. 4. Ovenstående regler finder ikke anvendelse på sådanne livsforsikringskontrakter, der omfattes af bestemmelserne i lov nr. 65 af 1. april 1914 §§ 25-31, jfr. bekendtgørelse nr. 299 af 30. juni 1922.

§ 27.

Mister selskabet retten til at drive forsikringsvirksomhed her i riget, kan forsikringstageren hæve aftalen. Det samme gælder, hvis selskabet sammensluttes med et andet eller overdrager sin formue som helhed til dette.

Stk. 2. Er selskabet trådt i frivillig likvidation, bortfalder forsikringsaftalen et år efter, at likvidationen er begyndt. Forsikringstageren kan inden udløbet af dette tidsrum hæve aftalen, hvis selskabet undlader på hans opfordring uopholdelig at stille betryggende sikkerhed for opfyldelsen.

Stk. 3. Bestemmelserne i § 26, næstsidsste og sidste stykke, finder tilsvarende anvendelse.

§ 28.

Kommer forsikringstageren under konkurs eller rekonstruktionsbehandling, har dette, selv om andet er aftalt, ingen virkning på forsikringsaftalen udover, hvad der følger af lovgivningens almindelige regler. Dog kan selskabet ved skadesforsikring betinge sig ret til at opsige aftalen med 14 dages - hvis forsikringstageren har bopæl i Grønland, en måneds - varsel.

Forældelse

§ 29.

Krav i anledning af forsikringsaftalen forældes efter reglerne i forældelsesloven, jf. dog stk. 2-6.

Stk. 2. Bestemmelsen i forældelseslovens § 2, stk. 2, finder ikke anvendelse i tilfælde, hvor betalingsfristen for forsikringsydelsen fastsættes i medfør af § 24,

is determined according to Section 24, paragraph 1.

(3) In case of personal insurance where the insurance incident is the occurrence or detection of the loss, the claim for damages becomes time barred at the latest 10 years from the day when the policy moneys could be demanded to be paid, cf., however, the Statutory Limitations Act Section 8, 1st sentence.

(4) If an injured party before the lapse of the limitation period for a claim against the assured subrogates into the assured's claim against the company pursuant to Section 95, the injured party's claim against the company becomes time barred at the earliest 1 year after the subrogation date.

(5) When a loss has been reported to the company before the lapse of the limitation period statutory limitation of a claim resulting from that loss shall not occur earlier than 1 year after the date when the company gave information that if refused the claim in full or in part. If the company acknowledges that there is a loss covered by the insurance but requests additional information to be able to adjust the size of the loss limitation occurs 3 years after that request from the company.

(6) In consumer insurance paragraphs 1 – 5 cannot be derogated to the disadvantage of the consumer or the assured before the insurance incident occurs. It may be agreed, however, that an insurance shall only cover losses that are reported before the lapse of a specific time period after the lapse of the insurance. The period may not be shorter than 6 months.

Section 30.

Revoked.

Agreement concerning the continuation of the insurance

Section 31.

An agreement providing that omission to give notice to terminate an insurance shall result in the same being deemed renewed for a longer period than one year, cannot be relied on by the company, unless not earlier than three months and not later than one month prior to the expiry of the notice period it has contacted the policy holder to remind him that such renewal will take place in the event that no notice is given.

Assistance in negotiations with the company etc.

Section 32.

It cannot be validly agreed that the assured or the policy holder shall be precluded from being assisted by others in his negotiations with the company.

(2) An agreement to the effect that the assured or the policy-holder shall attend such negotiations in person, cannot be relied upon, where compliance there with would involve disproportionate inconvenience or expense.

(3) In connection with an out of court presentation and statement of claim against the company the assured may demand reimbursement from the company of reasonable and necessary costs for legal representation. In case of liability insurance the stipulations of the

stk. 1.

Stk. 3. Ved personforsikring, hvor forsikringsbegivenheden er skadens indtræden eller konstatering, indtræder forældelse af krav på forsikringsydelsen senest 10 år fra den dag, da ydelsen kunne kræves betalt, jf. dog forældelseslovens § 8, 1. pkt.

Stk. 4. Hvis en skadelidt inden udløbet af forældelsesfristen for et krav mod en sikret indtræder i den sikredes ret imod selskabet i medfør af § 95, forældes skadelidtes krav mod selskabet tidligst 1 år efter indtrædelsen.

Stk. 5. Er en skade inden forældelsesfristens udløb anmeldt til selskabet, indtræder forældelse af krav, som skaden giver anledning til, tidligst 1 år efter selskabets meddelelse om, at det helt eller delvis afviser kravet. Hvis selskabet anerkender, at der foreligger en dækningsberettiget skade, men anmoder om yderligere oplysninger med henblik på opgørelse af kravets størrelse, indtræder forældelse 3 år efter selskabets meddelelse herom.

Stk. 6. Ved forbrugerforsikring kan stk. 1-5 ikke ved forudgående aftale fraviges til skade for forsikringstageren eller sikrede. Det kan dog aftales, at en forsikring alene dækker skader anmeldt inden for en nærmere angivet frist efter forsikringens ophør. Fristen må ikke være kortere end 6 måneder.

§ 30.

Ophævet.

Aftale om forlængelse af forsikringen

§ 31.

Vedtægelse om, at undladelse af at opsig en forsikring skal medføre, at den anses forlænget for længere tid end et år, kan ikke af selskabet gøres gældende, medmindre det tidligst 3 og senest 1 måned før opsigelsestidens udløb har givet forsikringstageren meddelelse, hvorved han påmindes om, at sådan forlængelse indtræder, hvis opsigelse ikke finder sted.

Bistand ved forhandlinger med selskabet m.v.

§ 32.

Det kan ikke gyldigt aftales, at den sikrede eller forsikringstageren ved forhandlinger med selskabet ikke må lade sig bistå af andre.

Stk. 2. Aftale om, at den sikrede eller forsikringstageren skal give personligt møde ved sådanne forhandlinger, kan ikke gøres gældende, når dens opfyldelse ville være forbundet med uforholdsmæssigt besvær eller bekostning.

Stk. 3. Den sikrede kan i forbindelse med udenretlig fremsættelse og opgørelse af krav mod selskabet kræve rimelige og nødvendige udgifter til advokatbistand dækket af selskabet. Ved ansvarsforsikring finder 1. pkt. tilsvarende anvendelse med hensyn til

1st sentence shall apply mutatis mutandis for the injured party's claim for damages against the company.

Certain Informations.

Section 33.

Communications submitted by the company to the policy holder or the assured shall not become effective until received by the latter, unless the fact of such communication not arriving or arriving late is due to omission to give notice of change of address or other conduct on the part of the policy holder or the assured, as the legal effect of the notice shall then commence on the day after the day when under normal conditions it would have reached the party in question. If the policy holder or the assured is domiciled in Greenland the company shall not suffer from the fact that the communication mentioned in Sections 8, 12, paragraph 1 and 13, 31 and 48 is delayed or does not arrive when the communication has been handed over to be sent by telegram or mail, or where another safe means of transportation is used, was handed over to that means of transportation.

(2) When the assured has posted such communication as mentioned in Sections 21, 46 and 67 for conveyance by telegram or mail, or he has handed it in for conveyance by other safe means of conveyance, where such is employed, then delay or non-arrival of the communication shall not be to his prejudice.

Part I a.

Rules on information duty and right to withdraw from contract etc.

Introductory stipulations

Section 34.

The stipulations in this Part apply to consumer insurances, cf. Section 2, paragraph 4.

(2) The stipulations cannot be derogated from to the disadvantage of the consumer.

Section 34 a.

Distance contract in this Part shall mean a consumer insurance contract that

- 1) is executed through the use of distance communication, which means communication where the parties do not meet face-to-face, and
- 2) is executed as part of an organized distance selling system run by the company.

Section 34 b.

Without prior request thereof, the company shall not be allowed to contact a consumer at his residence, work place or other place where there is no public access, with the purpose of securing immediately or later an offer or acceptance of an offer to execute a contract.

(2) A promise pledged by the consumer as a result of the company contacting the consumer in violation of

den skadelidtes erstatningskrav mod selskabet.

Visse meddelelser

§ 33.

Meddelelser fra selskabet til forsikringstageren eller den sikrede bliver først virksomme, når de modtages af denne, medmindre det skyldes undladelse af at anmelde flytning eller andet forhold hos modtageren, at meddelelsen ikke eller ikke rettidigt fremkommer, idet retsvirkningen af meddelelsen da indtræder dagen efter, at den under normale forhold ville være kommet den pågældende i hænde. Har forsikringstageren eller den sikrede bopæl i Grønland, kommer det dog ikke selskabet til skade, at sådan meddelelse som omhandlet i §§ 8, 12, stk. 1, og §§ 13, 31 og 48 forsinkes eller ikke kommer frem, når meddelelsen er indleveret til befordring med telegram eller post eller, hvor andet forsvarligt befordringsmiddel benyttes, er indleveret til befordring dermed.

Stk. 2. Når den sikrede har indleveret sådan meddelelse, som omhandles i §§ 21, 46 og 67, til befordring med telegram eller post eller, hvor andet forsvarligt befordringsmiddel benyttes, har afgivet den til befordring dermed, går det ikke ud over ham, at meddelelsen forsinkes eller ikke kommer frem.

Afsnit Ia.

Regler om oplysningspligt og fortrydelsesret m.v.

Indledende bestemmelser

§ 34.

Reglerne i dette kapitel gælder for forbrugerforsikringer, jf. § 2, stk. 4.

Stk. 2. Reglerne kan ikke fraviges til skade for forbrugeren.

§ 34 a.

Som fjernsalg betegnes i dette kapitel en forbrugerforsikringsaftale, der

- 1) indgås ved brug af fjernkommunikation, det vil sige ved kommunikation, der foregår, uden at parterne mødes fysisk, og
- 2) indgås som led i et system for fjernsalg, som drives af forsikringsselskabet.

§ 34 b.

Forsikringsselskabet må ikke uden forudgående anmodning herom rette personlig henvendelse til en forbruger på dennes bopæl, arbejdsplads eller andet sted, hvortil der ikke er almindelig adgang, med henblik på straks eller senere at opnå tilbud eller accept af tilbud om indgåelse af en aftale.

Stk. 2. Et løfte afgivet af forbrugeren ved et forsikringsselskabs henvendelse i strid med stk. 1 er ikke bin-

paragraph 1 is not binding.

Section 34 c.

In the event that the company performs a service for the benefit of the consumer without his or her previous request the consumer cannot be forced to pay consideration therefore.

The company's duty to inform

Section 34 d.

The company must offer the consumer clear written information of the opportunity of withdrawal pursuant to Section 34 i. The information must be given at the latest when the insurance terms and conditions are handed over, cf. however Sections 34 e and 34 f on insurance contracts established as distance selling.

Section 34 e.

In case of insurance contracts established through distance selling, the company must inform the consumer of

- 1) the company's name, commercial main activity, physical address and, if a foreign insurance company has a representative in this country, or the company is otherwise represented by a third party, relevant information about this representative, including its physical address,
- 2) cvr-number and whether the company is subject to supervision from the Financial Supervisory Authority, in case of a foreign company the relevant identification number in a trade register or similar public register where the company may be registered, and where it is subject to other approval schemes information of the pertinent supervisory authority,
- 3) the nature of and the principal characteristics of the insurance benefit,
- 4) the total payment for the insurance benefit including fees, costs, including possible delivery costs, VAT and all other duties, including possible fees or costs that are not paid through the company or charged to the company or, if the precise price cannot be stated, the element of the calculation of the price,
- 5) terms of payment, delivery or other performance of the contract, possible period where the contract cannot be terminated and possible opportunity for the parties to terminate the contract prematurely or unilaterally, including information of the conditions therefore,
- 6) whether there is an opportunity to withdraw from the contract and in that case information about when the withdrawal notice period begins and its length and the conditions for and ways and means for making use of the withdrawal right, including to which address notice of withdrawal shall be sent,
- 7) any specific additional costs to be paid by the consumer for using the communication method in question, if such additional costs are applied,

dende.

§ 34 c.

Udfører forsikringsselskabet en tjenesteydelse for forbrugeren uden dennes forudgående anmodning, kan forbrugeren ikke blive forpligtet til at betale vederlag herfor.

Forsikringsselskabets informationspligt

§ 34 d.

Forsikringsselskabet skal give forbrugeren tydelig skriftlig oplysning om fortrydelsesretten efter § 34 i. Oplysningen skal gives senest ved udlevering af forsikringsbetingelserne, jf. dog §§ 34 e og 34 f vedrørende forsikringsaftaler indgået ved fjernsalg.

§ 34 e.

Ved forsikringsaftaler, der indgås ved fjernsalg, skal forsikringsselskabet give forbrugeren oplysning om

- 1) selskabets navn, erhvervsmæssige hovedaktivitet, fysiske adresse samt, hvis et udenlandsk forsikringsselskab har en repræsentant her i landet, eller hvis selskabet i øvrigt er repræsenteret af en anden, relevante oplysninger om denne repræsentant, herunder dennes fysiske adresse,
- 2) cvr-nummeret samt om, at forsikringsselskabet er undergivet tilsyn af Finanstilsynet, ved udenlandske selskaber det relevante identifikationsnummer i et handelsregister eller lignende offentligt register, som selskabet måtte være optaget i, samt ved eventuelt tilhørsforhold til godkendelsesordninger oplysning om den relevante tilsynsmyndighed,
- 3) karakteren af og de væsentligste egenskaber ved forsikringsydelsen,
- 4) den samlede pris for forsikringsydelsen inklusive gebyrer, omkostninger, herunder eventuelle leveringsomkostninger, moms og alle andre afgifter, herunder eventuelle afgifter eller omkostninger, der ikke betales via selskabet eller pålægges af dette, eller, hvis en nøjagtig pris ikke kan oplyses, grundlaget for beregningen af prisen,
- 5) vilkår om betaling, levering eller anden opfyldelse af aftalen, en eventuel uopsigelighedsperiode samt eventuel adgang for parterne til at bringe aftalen til ophør før tiden eller ensidigt, herunder oplysning om eventuelle betingelser herfor,
- 6) hvorvidt der er adgang til at fortryde aftalen, og i givet fald oplysning om fortrydelsesfristens begyndelsestidspunkt og varighed samt betingelserne for og fremgangsmåden ved brug af fortrydelsesretten, herunder om, til hvilken adresse meddelelse om fortrydelse skal sendes,
- 7) eventuelle specifikke ekstraomkostninger for forbrugeren ved anvendelse af den pågældende kommunikationsteknik, hvis sådanne ekstraomkostninger pålægges,

- 8) the period during which the information remain valid, including how long the benefit is offered to the price quoted,
- 9) whether there is access to complain and in that case how to complain including to which address a complaint shall be sent,
- 10) any specific risks attached to the insurance benefit due to the special nature of the benefit or as a result of the steps that must be performed, and moreover information of details thereof in case the price for the benefit depends on variations on financial markets, and in case historic yields cannot be used to create expectations of future yields ,
- 11) any choice of law or jurisdiction clause in the contract,
- 12) the language in which the terms and conditions of the contract and the preliminary information are made available and the language which the company undertakes to use for communication during the contact period, and
- 13) cover under the Act on a guarantee fund for general insurance companies or any other guarantee schemes.

(2) The information mentioned in Paragraph 1 must be given at a reasonable time before a contract is executed and the information must be clear, apparent and comprehensible. It must be apparent that the information is given with the purpose of executing a contract and the information must be conveyed in a manner that is suitable considering the communication method used and that makes special allowance for minors.

(3) If spoken telecommunication is part of the distance communication technique at the beginning of each call from the company the consumer must be informed of the name of the company and the name of the person who the consumer is in contact with and his or her affiliation with the company and the commercial purpose of the call. Apart therefrom with the consent of the consumer the company may restrict itself to give information of the right of withdrawal and the pieces of information mentioned in Paragraph 1, nos. 3, 4, 6 and 10. The company must inform the consumer that more information is available and the nature of that information. The complete information duty according to Paragraph 1 must be complied with together with the information given on durable medium pursuant to Section 34 f.

(4) In the event that during the last year the company has executed one or more contracts with the same consumer of the same nature, the stipulations of Paragraphs 1 – 3 only apply to the first contract.

Section 34 f.

Before the execution of a distance selling contract the information mentioned in Section 34 e, 1st paragraph, must be communicated to the consumer on paper or other durable medium that the consumer has access to. The consumer must at the same time in the same

- 8) hvor længe oplysningerne gælder, herunder hvor længe ydelsen udbydes til den anførte pris,
- 9) hvorvidt der er klageadgang og i givet fald fremgangsmåden ved klage, herunder oplysning om en fysisk adresse, hvor forbrugeren kan henvende sig med eventuelle klager,
- 10) eventuelle særlige risici ved forsikringsydelsen som følge af ydelsens særlige karakter eller som følge af de operationer, der skal gennemføres, ligesom der skal gives oplysning herom, hvis ydelsens pris afhænger af udsving på de finansielle markeder, og hvis historiske afkast ikke kan benyttes til at danne forventninger om fremtidige afkast,
- 11) en eventuel lovvalgs- eller værnetingsklausul i aftalen,
- 12) på hvilket sprog aftalevilkårene og forhåndsoplysningerne gøres tilgængelige, og på hvilket sprog forsikringsselskabet påtager sig at kommunikere i aftaleperioden, og
- 13) dækning efter lov om en garantifond for skadesforsikringsselskaber eller efter eventuelle andre garantiordninger.

Stk. 2. De i stk. 1 nævnte oplysninger skal gives i rimelig tid, inden der indgås en aftale, og oplysningerne skal være klare, tydelige og forståelige. Det skal fremgå klart, at oplysningerne gives med henblik på indgåelse af en aftale, og oplysningerne skal gives på en måde, som er egnet under hensyn til den anvendte kommunikationsteknik, og som tager særligt hensyn til umyndige personer.

Stk. 3. Hvis taletelefoni indgår i fjernkommunikationsteknikken, skal forbrugeren ved begyndelsen af ethvert opkald fra forsikringsselskabet have oplysning om selskabets navn samt navnet på den person, som forbrugeren er i kontakt med, og dennes forbindelse til selskabet samt om det kommercielle formål med henvendelsen. Herudover kan selskabet med forbrugers samtykke nøjes med at give oplysning om fortrydelsesretten samt om de i stk. 1, nr. 3, 4, 6 og 10, nævnte oplysninger. Selskabet skal underrette forbrugeren om, at der kan fås flere oplysninger, samt om disse oplysningers karakter. Den fulde oplysningspligt efter stk. 1 skal opfyldes i forbindelse med meddelelse på varigt medium i overensstemmelse med § 34 f.

Stk. 4. Har forsikringsselskabet inden for det seneste år indgået en eller flere aftaler med den samme forbruger af samme karakter, gælder stk. 1-3 alene i relation til den første aftale.

§ 34 f.

Inden indgåelse af fjernsalgsaftalen skal de i 34 e, stk. 1, nævnte oplysninger være meddelt forbrugeren på papir eller på et andet varigt medium, som forbrugeren har adgang til. Forbrugeren skal samtidig på den anførte måde have fået oplysning om aftalevilkårene.

way been given information about the contract terms.

(2) If the contract is entered into at the request of the consumer with the use of distance communication that does not allow the offering of the information in the manner prescribed in paragraph 1 before the execution of the contract, the obligation must be complied with immediately after the execution of the contract.

(3) If the information mentioned in Section 34 e, paragraph 1, have been communicated to the consumer in connection with a previous contract of the same nature, cf. Section 34 e, paragraph 4, the company's information duty pursuant to paragraphs 1 and 2 are complied with, when the company has ascertained that the consumer remains in access to the information and the contract terms on paper or other durable medium.

Section 34 g.

Where insurance contracts are entered into through distance selling, at any time during the contractual relationship the consumer shall be entitled to demand delivery of the contract terms on paper. The consumer may also change the distance communication technique used unless it is incompatible with the contract executed or the nature of the benefit delivered.

Section 34 h.

The Minister of Justice may prescribe specific rules for the contents of and format for the information duty according to Sections 34 d–34 g. The Minister of Justice may also prescribe other stipulations for additional information to be given by the company.

Withdrawal right

Section 34 i.

The consumer shall be entitled to withdraw from the insurance contract in accordance with the stipulations of Sections 34 j and 34 k (withdrawal right). The withdrawal right shall apply whether or not the insurance period has incepted, however only as long as the contracts at the explicit request of the consumer has been fully performed by both parties.

(2) There shall be no withdrawal right in case of insurance contracts concerning travel- and luggage insurance policies or similar insurance policies with a limited duration of not more than 1 month (short term insurance) unless the insurance is an integral part of another type of insurance.

(3) There is also no withdrawal right in case of contracts for insurance benefits where the price depends on fluctuations in the capital market that the company has no control of and that may occur during the withdrawal period.

Section 34 j.

If the consumer wishes to use his withdrawal right he must inform the company thereof within a period of 14 days, in case of life assurance and individual pension schemes, however, within a period of 30 days.

(2) In case of an insurance contract entered into

Stk. 2. Hvis aftalen indgås på forbrugers anmodning under anvendelse af fjernkommunikationsteknik, som ikke gør det muligt at give oplysningerne på den i stk. 1 nævnte måde inden aftalens indgåelse, skal forpligtelsen opfyldes straks efter aftalens indgåelse.

Stk. 3. Er de i § 34 e, stk. 1, nævnte oplysninger meddelt forbrugeren i forbindelse med en tidligere aftale af samme karakter, jf. § 34 e, stk. 4, er forsikringselskabets oplysningspligt efter stk. 1 og 2 opfyldt, hvis selskabet har sikret sig, at forbrugeren fortsat har adgang til oplysningerne og aftalevilkårene på papir eller andet varigt medium.

§ 34 g.

Ved forsikringsaftaler indgået ved fjernsalg har forbrugeren på ethvert tidspunkt under aftaleforholdet ret til efter anmodning at få udleveret aftalevilkårene på papir. Forbrugeren kan endvidere ændre den benyttede fjernkommunikationsteknik, medmindre det er uforeneligt med den indgåede aftale eller karakteren af den leverede ydelse.

§ 34 h.

Justitsministeren kan fastsætte nærmere regler om indholdet af og formen for de oplysningsforpligtelser, der følger af §§ 34 d-34 g. Justitsministeren kan endvidere fastsætte regler om yderligere oplysninger, som selskabet skal give.

Fortrydelsesret

§ 34 i.

Forbrugeren kan træde tilbage fra en forsikringsaftale i overensstemmelse med reglerne i §§ 34 j og 34 k (fortrydelsesret). Fortrydelsesretten gælder, uanset om forsikringstiden er begyndt eller ej, men dog kun indtil aftalen efter forbrugers udtrykkelige ønske er blevet helt opfyldt af begge parter.

Stk. 2. Der er ikke fortrydelsesret ved aftaler om forsikring, som vedrører rejse- og bagageforsikringspolicer eller tilsvarende forsikringspolicer med begrænset løbetid på højst 1 måned (korttidsforsikring), medmindre forsikringen er en del af en anden type forsikring.

Stk. 3. Der er endvidere ikke fortrydelsesret ved aftaler om forsikringsydelse, hvis pris afhænger af udsving på kapitalmarkedet, som forsikringselskabet ikke har nogen indflydelse på, og som kan forekomme i fortrydelsesperioden.

§ 34 j.

Vil forbrugeren bruge sin fortrydelsesret, skal den pågældende underrette forsikringselskabet herom inden for en frist på 14 dage, ved aftaler om livsforsikring og individuel pensionsordning dog inden for en frist på 30 dage.

Stk. 2. Fristen regnes ved tilbagetrædelse fra en forsik-

through distance selling the period shall be calculated from the latest of the following dates:

- 1) the date when the contract is executed, in case of life assurance contracts, however, the date when the consumer received information that the contract was accepted, or
- 2) the date when the consumer has received the information that must be given by the company on paper or other durable medium pursuant to the stipulations on information duty (Sections 34 d – 34 f).

(3) In other circumstances the period is calculated from the latest of the following dates:

- 1) the date when the consumer has received information that the contract was is executed, or
- 2) the date when the consumer has received clear written information of the withdrawal right.

(4) It is sufficient to comply with the period allowed for withdrawal according to paragraph 1 – 3 that the notification given on paper or other durable medium that the recipient has access to has been dispatched before the period has lapsed.

(5) When the last day of the period for exercising the withdrawal right occurs on a holiday, a Saturday Constitution Day, December 24th or December 31st, the period shall be extended to the next weekday.

Section 34 k.

If the consumer withdraws from the contract according to Sections 34 i and 34 j the company cannot make any claims relating to the contract against the consumer, cf. however paragraph 2.

(2) In case of withdrawal from a distance selling contract where the withdrawal period is calculated according to Section 34 j, paragraph 2. no. 2, the consumer may be required to pay for the part of the benefit that has been delivered to the consumer after the lapse of the 14 days from the conclusion of the contract, in case of life assurance contracts and individual pension schemes 30 days from the conclusion of the contract; provided, however,

- 1) that the company proves that the consumer in the manner described in Section 34 f on a durable medium was informed of the withdrawal right and how the method of calculating the amount payable, and
- 2) that the amount the consumer is compelled to pay is reasonable in proportion to the extent of the benefit that has already been delivered compared to the entire performance of the contract.

(3) If the consumer withdraws from the contract after having made payment in full or in part, the company shall refund what it has received after deducting a possible amount according to paragraph 2. Refund shall be made as soon as possible and no later than 30 days after the date when the consumer's notice of withdrawal has arrived at the company.

(4) As soon as possible and no later than 30 days after dispatching notice of withdrawal the consumer must refund any amount or financial benefit that he may

ringsaftale, der er indgået ved fjernsalg, fra det seneste af følgende tidspunkter:

- 1) Den dag, hvor aftalen indgås, ved aftaler om livsforsikring dog den dag, hvor forbrugeren har fået meddelelse om aftalens indgåelse, eller
- 2) den dag, hvor forbrugeren har modtaget de oplysninger, som det efter reglerne om oplysningspligt (§§ 34 d-34 f) påhviler forsikringsselskabet at give på papir eller andet varigt medium.

Stk. 3. I andre tilfælde regnes fristen fra det seneste af følgende tidspunkter:

- 1) Den dag, hvor forbrugeren har modtaget underretning om, at forsikringsaftalen er indgået, eller
- 2) den dag, hvor forbrugeren har fået tydelig skriftlig oplysning om fortrydelsesretten.

Stk. 4. Det er tilstrækkeligt for overholdelse af fortrydelsesfristen i stk. 1-3, at underretningen, når den foreligger på papir eller et andet varigt medium, som modtageren har adgang til, er afsendt inden fristens udløb.

Stk. 5. Falder den sidste dag for udøvelse af fortrydelsesretten på en helligdag, en lørdag, grundlovsdag, den 24. december eller den 31. december, udløber fristen den følgende hverdag.

§ 34 k.

Træder forbrugeren tilbage fra aftalen i medfør af §§ 34 i og 34 j, kan forsikringsselskabet ikke gøre krav vedrørende aftalen gældende mod forbrugeren, jf. dog stk. 2.

Stk. 2. Ved tilbagetræden fra en fjernsalgsaftale, hvor fortrydelsesfristen beregnes efter § 34 j, stk. 2, nr. 2, kan forbrugeren pålægges at betale for den del af ydelsen, der er leveret til forbrugeren efter forløbet af 14 dage fra aftalens indgåelse, ved aftaler om livsforsikring og individuel pensionsordning 30 dage fra aftalens indgåelse. Det er dog en forudsætning herfor,

- 1) at forsikringsselskabet godtgør, at forbrugeren i overensstemmelse med § 34 f på varigt medium er blevet oplyst om fortrydelsesretten og om beregningsmåden for det beløb, der skal betales, og
- 2) at det beløb, som forbrugeren pålægges at betale, står i rimeligt forhold til omfanget af den ydelse, som allerede er leveret, sammenlignet med aftalens fulde opfyldelse.

Stk. 3. Har forbrugeren betalt helt eller delvis, skal forsikringsselskabet med fradrag af et eventuelt beløb efter stk. 2 tilbagebetale det modtagne, når forbrugeren træder tilbage fra aftalen. Tilbagebetaling skal ske snarest muligt og senest 30 dage efter, at forbrugeren underretning om tilbagetrædelsen er kommet frem til selskabet.

Stk. 4. Forbrugeren skal snarest muligt og senest 30 dage efter afsendelsen af meddelelse om tilbagetrædelsen tilbagelevere ethvert beløb eller formue-

have received from the company.

Lapse of associated agreements

Section 34 l.

If the consumer withdraws from a contract pursuant to the regulations of this Part, any credit agreement associated thereto which the consumer has entered into with the company or covering the agreed payment in full or in part based on an agreement between third party and the company.

(2) In case of withdrawal from a distance selling contract any other distance selling agreement about services attached to the contract to be delivered by the company or a third party according to agreement between the third party and the company shall also lapse.

(3) When an attached agreement lapses pursuant to paragraph 1 or 2 the consumer cannot for that reason be compelled to pay any fee or compensation to the contract partner.

Certain choice of law agreements

Section 34 m.

In the event that an agreement stipulates that legislation of a country outside the European Economic Area shall apply to the agreement, in questions relating to distance selling regulated by the European Parliament and Council directive 2002/65/EF on distance selling of financial services to consumers the consumer may also rely on mandatory stipulation of a country within the European Economic Area if the legislation of that country would apply except for the choice of law agreement.

PART II.

Indemnity Insurance.

A. General provisions.

The subject-matter of Indemnity Insurance.

Section 35.

Any lawful interest capable of being computed in money can be the subject of indemnity insurance. The insurance may be effected for the protection of the interests of the policy-holder or a third party.

The insurable Value

Section 36.

If an insurance on property is effected without any specific interest being designated, the insurance shall be deemed to cover the interest in the value of the thing itself not being diminished through the happening of the insured event, but it shall not include any other interest attached to the preservation of the thing. Thus the company shall not be liable for consequential loss or for loss due to the fact that the object cannot be used at the time and in the manner presupposed.

gode, som den pågældende måtte have modtaget af selskabet.

Bortfald af tilknyttede aftaler

§ 34 l.

Hvis forbrugeren træder tilbage fra en aftale efter regler i dette kapitel, bortfalder en hertil knyttet kreditaftale, som forbrugeren har indgået med selskabet, eller som på grundlag af en aftale mellem tredjemand og selskabet dækker den aftalte betaling helt eller delvis.

Stk. 2. Ved tilbagetræden fra en fjernsalgsaftale bortfalder endvidere en til aftalen knyttet anden fjernsalgsaftale om tjenesteydelser, som skal leveres af selskabet eller af en tredjepart på grundlag af en aftale mellem tredjeparten og selskabet.

Stk. 3. Bortfalder en tilknyttet aftale i medfør af stk. 1 eller stk. 2, kan forbrugeren ikke af den grund pålægges at betale gebyr eller erstatning til aftaleparten.

Visse lovvalgsaftaler

§ 34 m.

Er det i en aftale bestemt, at lovgivningen i et land uden for Det Europæiske Økonomiske Samarbejdsområde skal finde anvendelse på aftalen, kan forbrugeren i de spørgsmål om fjernsalg, der er reguleret i Europa-Parlamentets og Rådets direktiv 2002/65/EF om fjernsalg af finansielle tjenesteydelser til forbrugerne, tillige påberåbe sig ufravigelige bestemmelser i lovgivningen herom i et land inden for Det Europæiske Økonomiske Samarbejdsområde, hvis det uden lovvalgsaftalen ville være dette lands lovgivning, der gjaldt for aftalen.

AFSNIT II.

Skadesforsikring

A. Almindelige bestemmelser

Skadesforsikringens genstand

§ 35.

Enhver lovlig interesse, der lader sig ansætte i penge, kan være genstand for skadesforsikring. Forsikringen kan tegnes for forsikringstagerens eller tredjemands interesse.

Forsikringsværdien

§ 36.

Er tingsforsikring tegnet uden angivelse af nogen bestemt interesse, skal forsikringen anses at dække den interesse, der knytter sig til, at selve tingens værdi ikke forringes ved forsikringsbegivenheden, men omfatter ikke anden til tingens bevarelse knyttet interesse. Selskabet svarer således ikke for driftstab eller for skade, som skyldes, at tingen ikke kan anvendes til den tid og på den måde, som er forudsat.

Section 37.

Subject to the exceptions specified in Sections 38 and 75, the value of the property is estimated at the amount, which at the prices current at the time immediately preceding the happening of the insured event would be required for the re-acquisition of the destroyed or damaged object with a reasonable allowance for depreciation through age, use, reduced applicability, or other circumstances.

(2) Provided always, that respecting household goods, personal effects and the like, deduction is made only for depreciation by age or use, in so far as the utility to the assured of the objects is thereby substantially diminished.

(3) If a destroyed or damaged building is re-erected or repaired, deduction shall furthermore be made only in respect of the difference between new and old.

Section 38.

Indemnity for objects produced by the assured himself for sale is determined on the basis of the price which on sale on ordinary terms might be fetched at the time immediately preceding the happening of the insured event with deduction for regular selling expenses, avoided trade risk and the advantage of cash payment.

Section 39.

Notwithstanding any other agreement the company shall not be liable to pay a higher amount of compensation than that required to cover the loss sustained.

(2) If the insurance contract contains a provision according to which the thing insured is valued at a specific sum, or if specific valuation rules are agreed upon, such agreement shall be binding on the company, unless the company proves that a higher amount of compensation would thereby be paid than that of the loss sustained.

Under-Insurance.

Section 40.

If the insurance sum is lower than the value of the interest insured, the company shall be liable only in the proportion borne by the insurance sum to the said value.

Double Insurance.

Section 41.

If the same interest is insured against the same peril with two or more companies, each company shall be liable, as if it were the sole insurer.

Section 42.

If two or more companies are liable in respect of a loss, and the compensation payable is smaller than the aggregate amounts of compensation for which the companies are responsible, then the liability shall be apportioned among the companies in proportion to the amounts for which each of them is responsible. If one of the companies is unable to pay its share, the deficiency is to be apportioned among the remaining companies in a corresponding proportion within the limitation provided for in the 1st period.

§ 37.

Med de i §§ 38 og 75 nævnte undtagelser ansættes tingens værdi til det beløb, der efter priserne umiddelbart før forsikringsbegivenheden ville kræves til genanskaffelse af den tilintetgjorte eller beskadigede genstand med rimeligt fradrag for værdiforringelse ved alder, brug, nedsat anvendelighed eller andre omstændigheder.

Stk. 2. Ved indbogenstande, personlige brugsgenstande og lignende sker der dog kun fradrag for værdiforringelse ved alder og brug, for så vidt genstandenes nytteværdi for den sikrede derved er væsentlig nedsat.

Stk. 3. Genopføres eller istandsættes en beskadiget bygning, finder fradrag derhos kun sted for forskellen mellem gammelt og nyt.

§ 38.

Erstatning for genstande, som den sikrede selv har tilvirket til salg, fastsættes på grundlag af den pris, som ved salg på almindelige vilkår ville kunne opnås umiddelbart før forsikringsbegivenhedens indtræden, med fradrag for regelmæssige salgsomkostninger, undgået handelsrisiko samt fordelen ved kontant betaling.

§ 39.

Selskabet er, selv om andet er aftalt, ikke forpligtet til at udrede større erstatning end, hvad der kræves til den lidte skades dækning.

Stk. 2. Indeholder forsikringsaftalen en bestemmelse, hvorved den forsikrede genstand ansættes til en bestemt værdi, eller bestemte vurderingsregler vedtages, er en sådan aftale bindende for selskabet, for så vidt det ikke godtgør, at der derved ville blive erstattet mere end den lidte skade.

Underforsikring

§ 40.

Er forsikringssummen lavere end den forsikrede interesses værdi, hæfter selskabet kun efter forholdet mellem forsikringssummen og den nævnte værdi.

Dobbeltforsikring

§ 41.

Er samme interesse forsikret mod samme fare hos flere selskaber, hæfter hvert selskab, som om det var ene-forsikrer.

§ 42.

Er flere selskaber ansvarlige for en skade, og er den erstatning, der skal udredes, mindre end de erstatningsbeløb, for hvilke selskaberne tilsammen hæfter, fordeles ansvaret selskaberne imellem i forhold til de beløb, for hvilke hvert af dem hæfter. Kan et af selskaberne ikke udrede sin andel, fordeles det manglende beløb mellem de øvrige i tilsvarende forhold indenfor den ved 1ste punktum angivne begrænsning.

Section 43.

Notwithstanding any reservation in the insurance contract to the effect that the company shall be wholly or partly exempt from liability, where the same interest is or becomes insured with another company, the assured shall nevertheless be entitled to compensation in respect of a loss for which he is not indemnified under another insurance. If two or more companies effect insurances on the same interest, and they have all of them made their liability conditional upon no insurance being effected elsewhere on the same interest, then all the companies shall nevertheless be liable in proportion to the amount by which each of them would have been liable, had it been the sole insurer. If one of the companies is unable to pay its proportion, the deficiency is apportioned among the other companies in a corresponding proportion.

(2) If according to the agreement not only the liability but also the right to the premium is made conditional upon no insurance being effected elsewhere, the provisions of the 1st paragraph shall not apply.

(3) The company may make it a condition for its liability that the assured shall himself bear the risk of part of the insured interest, and that he does not anywhere else insure any interest other than that specified in Section 36.

Section 44.

The assured shall be bound to notify the company from which he claims indemnification of the other companies with whom insurance is also taken out, and he shall be responsible for loss caused by his omission to give such information.

(2) If it is agreed that prior to the happening of the insured event the policy holder or the assured shall advise the company, if the same interest is insured elsewhere, then, notwithstanding any contrary agreement, default to give such information shall have no other effect than that prescribed in the 1st paragraph of this Section.

Increase of Risk.

Section 45.

If with the volition of the assured any hazard specified in the policy is altered in such a manner that the risk of the company is thereby increased in excess of that which at the time of the conclusion of the contract may be presumed to have been taken into consideration, then the company shall be discharged from liability, provided that it would have refused the insurance, had the conditions caused by the alteration existed at the time, when the contract was made.

(2) Is it presumable that the company would have written the insurance, but on other conditions, it shall be liable in the manner as, against the premium agreed upon, it would have continued the insurance, if the increase of hazard had been known to it. If, through reinsurance, the company would have further limited its net retention, the compensation is to be reduced in proportion.

(3) In respect of Marine Insurance and other Transport

§ 43.

Er der i forsikringsaftalen truffet forbehold om, at selskabet helt eller delvis skal være fri for ansvar, hvis samme interesse er eller bliver forsikret i andet selskab, har den sikrede dog ret til erstatning for skade, som han ikke får godtgjort ifølge en anden forsikring. Har flere selskaber tegnet forsikring på samme interesse, og har de alle betinget deres ansvar af, at der ikke andetsteds er tegnet forsikring på samme interesse, hæfter alle selskaberne desuagtet i forhold til det beløb, med hvilket hvert af dem ville have svaret, hvis det alene havde tegnet forsikringen. Kan et af selskaberne ikke udrede sin andel, fordeles det manglende beløb i tilsvarende forhold på de andre selskaber.

Stk. 2. Er ifølge aftalen ikke blot ansvaret, men også retten til præmien afhængig af, at forsikring ikke tegnes andetsteds, finder bestemmelserne i 1ste stykke ikke anvendelse.

Stk. 3. Selskabet kan gøre sit ansvar betinget af, at den sikrede selv bærer risikoen for en del af den forsikrede interesse, samt deraf, at han ikke andetsteds forsikrer anden interesse end den i § 36 angivne.

§ 44.

Den sikrede er forpligtet til at give det selskab, som han afkræver erstatning, underretning om, hos hvilke selskaber der tillige er tegnet forsikring, og er ansvarlig for tab, som forårsages ved, at sådan underretning forsømmes.

Stk. 2. Er det aftalt, at forsikringstageren eller den sikrede før forsikringsbegivenheden indtræder, skal give selskabet meddelelse, hvis samme interesse forsikres andetsteds, har forsømmelse af at give sådan meddelelse, uanset modstående aftale, ikke anden virkning end den i 1ste stykke foreskrevne.

Fareforøgelse

§ 45.

Bliver med den sikredes vilje en i policen bestemt angivet fareomstændighed således ændret, at selskabets risiko derved forøges udover, hvad der ved aftalens afslutning kan antages at være taget i betragtning, er selskabet fri for ansvar, hvis det ikke ville have overtaget forsikringen, såfremt de ved ændringen hidførte forhold havde foreligget, da aftalen blev afsluttet.

Stk. 2. Må det antages, at selskabet ville have tegnet forsikringen, men på andre vilkår, hæfter det således, som det mod den aftalte præmie ville have fortsat forsikringen, om fareforøgelsen havde været det bekendt. Ville selskabet ved genforsikring i videre omfang have begrænset sit ansvar for egen regning, nedsættes erstatningen i samme forhold.

Stk. 3. Ved søforsikring og anden transportforsikring

Insurance, as well as Guarantee Insurance, the rule stated in the 2nd paragraph shall be substituted by a provision to the effect that the company shall be liable to the extent only, to which the increase of risk has been without influence on the happening of the insured event or the size of the loss.

Section 46.

If after having become aware of an increase of risk occurred without his volition the assured without valid reason fails to notify the company thereof, then the alteration shall be deemed to have been caused with his volition.

Section 47.

Notwithstanding whether any increase or risk of the kind specified in Section 45 has been caused with or without the volition of the assured, the company shall be entitled to terminate the insurance by giving one week's notice.

Section 48.

If the company intends to rely upon any increase of risk having taken place, it must, after having become cognisant of the same, notify the assured without undue delay as to whether it intends setting up any right in pursuance of Sections 45-47.

Section 49.

The company cannot in discharge of its liability plead an increase of risk, when such increase has become non-existent, or has ceased to be material to the company.

(2) The same shall apply, where the increase of risk is due to an act done for the prevention of injury to persons or property under such circumstances that the act must be deemed to be warrantable.

Section 50.

An agreement to the effect that an increase of hazard shall have legal effect in other cases or to a wider extent than provided by Sections 45--49 cannot be relied on by the company. It may be agreed, however, that the provisions of Section 45, 2nd paragraph, shall apply in lieu of the rules stated in the 3rd paragraph of the same Section, and vice versa.

(2) In insurance on the interests of a third party in property an increase of risk caused with the volition of the policy holder, shall, if the property insured is in trust or commission with him, have the same effect, as if it had been caused by the assured. The same provision shall apply to insurance against consequential loss.

Measures of Protection.

Section 51.

If the insurance contract imposes measures to be taken to prevent the happening of the insured event in order to prevent that event or diminish the extent or the loss, and has the assured or anyone on whom it is incumbent to see that the said measures are carried out, been guilty or negligence respecting the observance or such impositions, then the assured

samt garantiforsikring gælder i stedet for den i 2det stykke nævnte regel, at selskabet kun er ansvarligt i det omfang fareforøgelsen har været uden indflydelse på forsikringsbegivenhedens indtræden eller skadens størrelse.

§ 46.

Undlader den sikrede efter at være kommet til kundskab om en ikke med hans vilje sket fareforøgelse uden gyldig grund at underrette selskabet derom, anses ændringen som hidført med hans vilje.

§ 47.

Uanset om en fareforøgelse af den i § 45 nævnte art er hidført med eller uden den sikredes vilje, er selskabet berettiget til at opsigte forsikringen med en uges - hvis forsikringstageren har bopæl i Grønland, en måneds - varsel.

§ 48.

Vil selskabet påberåbe sig, at fareforøgelse er indtrådt, må det efter erhvervet kundskab om fareforøgelsen uden unødigt ophold give den sikrede meddelelse om, hvorvidt det vil gøre nogen ret i henhold til §§ 45-47 gældende.

§ 49.

Selskabet kan ikke til sin frigørelse påberåbe sig en fareforøgelse, når denne er bortfaldet eller har ophørt at have nogen betydning for selskabet.

Stk. 2. Det samme gælder, når fareforøgelsen skyldes en handling, som foretages til afværgelse af skade på person eller ejendom under sådanne omstændigheder, at handlingen må anses forsvarlig.

§ 50.

Aftale om, at fareforøgelse skal have retsvirkning i andre tilfælde eller i videre omfang end hjemlet ved §§ 45-49, kan ikke påberåbes af selskabet. Dog kan det vedtages, at reglerne i § 45, 2det stykke, skal anvendes i stedet for reglerne i samme paragraf, 3die stykke, og omvendt.

Stk. 2. Ved tingsforsikring af fremmed interesse har fareforøgelse hidført med forsikringstagerens vilje, hvis den forsikrede genstand befinder sig i hans varetægt, samme virkning, som om den var hidført af den sikrede. Det samme gælder ved forsikring mod driftstab.

Sikkerhedsforholdsregler

§ 51.

Er der i forsikringsaftalen givet pålæg om forholdsregler, der før forsikringsbegivenhedens indtræden skal iagttages for at forebygge denne eller formindske skadens omfang, og har den sikrede eller nogen, hvem det påhviler at påse forskrifternes gennemførelse, gjort sig skyldig i forsømmelse med hensyn til overholdelsen af sådant pålæg, har den sikrede kun krav mod

shall have a claim against the company only when and in so far as it must be held established that the happening or the extent of the said event is not due to the non-compliance with the said directions..

(2) An agreement to discharge the company from liability to a greater extent than hereinbefore provided in the event or non-compliance with the said directions, shall have no legal validity.

Measures for the Prevention of Loss.

Section 52.

In the case or the happening or imminence or an event insured against the assured shall be bound to the best or his ability to prevent or limit the loss, and furthermore, if the company is liable to compensate a loss, in respect or which the assured has a right or indemnification against a third party, to undertake the measures required in the circumstances to secure the company's right or recovery, until the company becomes capable of safeguarding its own interests. If the company has issued specific directions in this respect, the assured shall be bound to comply therewith as far as possible.

(2) If, wilfully or by gross negligence, he fails to fulfil this duty, the company shall not pay compensation for losses, which may be presumed to have been caused thereby. It cannot with legal validity be agreed that the omission of the assured or others to make arrangements as aforesaid shall entail more rigorous effects than hereinbefore provided.

Section 53.

The insurance includes loss or expenses caused to the assured through measures, which must be held warrantable in the circumstances, of the kind mentioned in Section 52. The provision stated in Section 40 shall apply hereto with the necessary modifications.

(2) The company is liable to indemnify the expenses specified, even if the insurance sum be thereby exceeded.

(3) These provisions shall not apply to Live Stock Insurance.

Insurance of the Interests of Third Parties.

Section 54.

If an insurance on property is effected without any specific interest being stated, the insurance shall be deemed to be effected for the benefit of any person, who, in his capacity of owner, mortgagee, or holder of any other right in things, or because he bears the risk or the thing, will suffer a loss through the depreciation or destruction thereof. But this provision shall not apply to a maritime lien.

(2) If it be stipulated that the insurance is to be cancelled in case or change of ownership, the insurance shall none the less remain in force for 14 days - in Live Stock Insurance 3 days - after the change of ownership to the extent to which the new owner has no claim for indemnification under any insurance taken out by himself. If the new owner is domiciled in Greenland the stated periods shall be extended to one month. This

selskabet, når og for så vidt det må anses godtgjort, at forsikringsbegivenhedens indtræden eller omfang ikke skyldes overtrædelse af disse forskrifter.

Stk. 2. Aftale, der går ud på i videre omfang end angivet at fritage selskabet for ansvar, når sådanne forskrifter overtrædes, er uden retsvirkning.

Foranstaltninger til afværgelse af skade

§ 52.

Den sikrede skal, når en forsikringsbegivenhed er indtrådt, eller umiddelbar fare for dens indtræden foreligger, efter evne afværge eller begrænse skaden samt, hvis selskabet er forpligtet til at erstatte en skade, for hvilken den sikrede har ret til erstatning hos tredjemand, træffe de til sikring af selskabets dækningskrav efter omstændighederne nødvendige foranstaltninger, indtil selskabet bliver i stand til selv at varetage sit tarv. Har selskabet i så henseende givet bestemte forskrifter, skal den sikrede så vidt muligt følge disse.

Stk. 2. Overtræder han forsætligt eller af grov uagtsomhed denne pligt, svarer selskabet ikke for skade, der kan antages foranlediget derved. Det kan ikke med retsvirkning aftales, at den sikredes eller andres undladelse af at træffe foranstaltninger som ovenfor nævnt skal have strengere virkninger end her foreskrevet.

§ 53.

Forsikringen omfatter tab eller udgift, som forvoldes den sikrede ved efter omstændighederne forsvarlig foranstaltning af den i § 52 nævnte art. Bestemmelsen i § 40 finder her tilsvarende anvendelse.

Stk. 2. Selskabet er forpligtet til at dække de nævnte omkostninger, selv om forsikringssummen derved overskrides.

Stk. 3. Disse bestemmelser gælder ikke for kreaturforsikring.

Forsikring af tredjemands interesse

§ 54.

Er tingsforsikring tegnet uden angivelse af nogen bestemt interesse, anses forsikringen tegnet til fordel for enhver, der som ejer, pantnaver eller indehaver af anden tinglig ret, eller fordi han bærer faren for tingen, vil lide tab ved, at den forringes eller går til grunde. Dette gælder dog ikke i forhold til en søpantnaver.

Stk. 2. Er det betinget, at forsikringen skal ophøre i tilfælde af ejerskifte, gælder forsikringen dog 14 dage - i kreaturforsikring 3 dage - efter ejerskiftet i det omfang, hvori den nye ejer ikke gennem en af ham tegnet forsikring har krav på erstatning. Har den nye ejer bopæl i Grønland, forlænges de nævnte frister til en måned. Bestemmelsen i 1. punktum gælder ikke for søforsikring af skib.

provision shall not apply to Marine Insurance on hulls.

Section 55.

Unless otherwise appears from the circumstances, insurance on household goods is deemed also to include household goods belonging to the policyholder's wife or husband, the policy-holder's children living with him or her, and persons belonging to the household and being in the personal service of the policyholder.

Section 56.

If the insurance is effected for the benefit of a third party, or, by operation of law, it covers third party interests, then, unless the legal relation between the policyholder and the third party would lead to something else, the policyholder shall nevertheless in his relation to the third party be entitled to decide on amendments or cancellation or give notice of termination of the contract, and he may with legal effect receive notice of termination or other notification concerning the insurance.

(2) If the policy holder has made such disposal without authority, such disposal shall nevertheless be binding against the company, unless the latter knew or ought to know that the policyholder had no authority so to dispose. This provision shall apply to Marine Insurance¹ and other Transport Insurance of goods only in so far as the policyholder presents the policy for the requisite endorsement or proves that no Bill of Lading or waybill has been issued of such a kind that the consignor, after having parted with the document, is precluded from disposing of the goods.

Section 57.

On the happening of the insured event the person whose interest is protected by the insurance, shall be entitled to receive the indemnification, notwithstanding that he has received no information of the insurance.

(2) Provided, that the policyholder may with binding effect negotiate with the company about the compensation and receive the same, unless a specific person has been designated by the policyholder, or somebody has notified himself to the company as beneficiary, or the assured holds a title secured by registration in the land register or motor title register. The provision set out in Section 56, the last period, shall apply mutatis mutandis.

Section 58.

Where an insurance at the same time comprises the interests of the owner and the mortgagee, the amount of compensation may be paid to the owner, when the damage is repaired, an insured building re-erected, other objects comprised by the insurance and the mortgage are replaced, or equally adequate security has been given for the satisfaction of the mortgagee. The same shall apply if the insurance covers the interests of other persons holding a right in the thing.

(2) If no repair or replacement takes place, the amount of compensation shall be apportioned among the owner and the other persons holding rights in the

§ 55.

Forsikring af indbo anses, hvis ikke andet fremgår af omstændighederne, tillige at omfatte indbo, der tilhører forsikringstagerens ægtefælle, hans hjemmeboende børn samt personer, der hører til forsikringstagerens husstand og står i personligt tjenesteforhold til ham.

§ 56.

Hvis forsikringen er tegnet til fordel for tredjemand eller ifølge loven dækker fremmed interesse, er forsikringstageren, medmindre andet følger af retsforholdet mellem ham og tredjemand, dog i forhold til denne berettiget til at træffe afgørelse om ændring, ophævelse eller opsigelse af aftalen og kan med retsvirkning modtage opsigelse eller anden meddelelse forsikringen vedrørende.

Stk. 2. Har forsikringstageren ubeføjet foretaget sådan disposition, er denne dog bindende i forhold til selskabet, medmindre dette vidste eller burde vide, at forsikringstageren var uberettiget dertil. Dette gælder ved søforsikring og anden transportforsikring af varer dog kun, for så vidt forsikringstageren foreviser policen til fornøden påtegning eller godtgør, at der ikke er udfærdiget konnossement eller fragtbrev af sådan art, at afsenderen, efter at han har givet dokumentet fra sig, ikke kan råde over varerne.

§ 57.

Når forsikringsbegivenheden indtræder, tilkommer retten til erstatning den, hvis interesse forsikringen skal dække, selv om han ikke har fået meddelelse om forsikringen.

Stk. 2. Forsikringstageren kan dog med bindende virkning forhandle med selskabet om erstatning og oppebære denne, medmindre en bestemt angiven person af forsikringstageren er opgivet eller nogen selv har anmeldt sig til selskabet som berettiget, eller den sikrede har en i tingbogen eller bilbogen sikret ret sikret ret i den forsikrede faste ejendom. Bestemmelsen i § 56, sidste punktum, finder tilsvarende anvendelse.

§ 58.

Omfatter en forsikring samtidig ejerens og panthaverens interesse, kan erstatningsbeløbet udbetales til ejeren, når skaden er udbedret, en forsikret bygning genopført, andre af forsikringen og panteretten omfattede genstande genanskaffet eller lige så betryggende sikkerhed for panthaverens fyldestgørelse stillet. Det samme gælder, hvis forsikringen dækker andre i tingen berettigedes interesse.

Stk. 2. Finder istandsættelse eller genanskaffelse ikke sted, bliver erstatningsbeløbet at fordele mellem ejeren og de andre berettigede under iagttagelse af

thing insured, subject to the rule laid down in Section 57, the 2nd paragraph.

B. Marine Insurance and other Transport Insurance.

1. Marine Insurance

Section 59.

For the purposes of this Act Marine Insurance shall mean insurance against perils to which the interest of the insured is exposed during transport by sea, If any insurance in addition to maritime perils includes other hazard in connection with the transport, such insurance shall in its entirety be deemed to be a Marine Insurance.

(2) As a Marine Insurance shall furthermore be considered any insurance attached to a vessel being laid up, on the slip, or docked, or otherwise lying idle, and further insurance on goods on board such vessel.

Section 60.

In the absence of any special exceptions made by law or agreement Marine Insurance shall comprise every kind of peril to which the insured's interest is exposed.

Section 61.

Respecting insurance of hull or freight the company shall indemnify the insured in respect of the liability resting on him towards third parties, where ship or freight bears the responsibility incidental to collision with another ship, or with any fixed or floating object, or to conditions which by virtue of Section 223 of the Merchant Shipping Act, are co-ordinate with collision. In case of under insurance the provisions set out in Section 40 shall apply. The company shall not cover the ship owner's liability in respect of damage, which, consequent upon collision, is caused to goods on board the vessel insured.

Section 62.

The company shall not be liable for loss or damage to vessels exclusively resulting from wear and tear, age, or rot, nor for loss of or damage to goods due to deficient packing or inherent vice, such as decay, loss of weight, ordinary leakage, or the death of animals.

Section 63.

Respecting insurance of the owner's interest the company shall be exempt from liability in respect of loss or damage caused by the ship on departure from her latest port not being seaworthy, properly equipped, supplied, manned, or documented, or properly loaded, unless there is a presumption that neither the ship owner nor the master of the ship was or ought to be aware of the presence of the deficiency.

Section 64.

If general average is adjusted in the proper place and in a lawful manner, the company shall be liable in respect of the general average contribution which according to the apportionment falls on the interest of the insured. In case of under-insurance the provision of Section 40 shall apply.

reglen i § 57, 2det stykke.

B. Søforsikring og anden transportforsikring

1. Søforsikring

§ 59.

Ved søforsikring forstås i denne lov forsikring mod fare, for hvilken den forsikredes interesse udsættes under søtransport. Omfatter en forsikring foruden søfare til lige anden fare der står i forbindelse med transporten, anses forsikringen i sin helhed som søforsikring.

Stk. 2. Som søforsikring anses også forsikring, der knytter sig til skib, som er oplagt eller befinder sig på bedding eller i dok, eller som ellers er stilleliggende, samt forsikring af gods, der befinder sig i sådant skib.

§ 60.

Søforsikring omfatter, for så vidt ingen særlig undtagelse er gjort i lov eller aftale, enhver art af fare, for hvilken den forsikrede interesse udsættes.

§ 61.

Ved forsikring af kasko eller fragt er selskabet ansvarligt for den erstatningspligt, der kan påhvile den sikrede imod tredjemand, hvor skib eller fragt hæfter for ansvar, som skyldes sammenstød med skib eller stødning mod fast eller flydende genstand eller sådant forhold, som ifølge sølovens § 223a ligestilles med sammenstød. Foreligger underforsikring, finder bestemmelsen i § 40 anvendelse. Selskabet hæfter dog ikke for rederens ansvar for skade, der som følge af sammenstødet er overgået gods, som befinder sig om bord i det forsikrede skib.

§ 62.

Selskabet hæfter ikke for skade på skib, der alene er en følge af slid, alder eller råddenskab, eller for skade, som rammer gods på grund af mangler ved dettes indpakning eller dets egen beskaffenhed, såsom indre skade, svind, sædvanlig udlækning eller dyrs død.

§ 63.

Skade, der hidrører fra, at skibet ved afgang fra sidste havn ikke var sødygtigt, tilbørlig udrustet og bemanded, forsynet med de fornødne skibsdokumenter eller forsvarlig lastet, er selskabet ved forsikring af rederens interesse ikke pligtig at erstatte, medmindre det må antages, at hverken rederen eller skibsføreren har vidst eller burdet indse, at mangelen forefandtes.

§ 64.

Er almindeligt havari opgjort på behørigt sted og på lovlige måde, skal det bidrag til havariet, som i henhold til fordelingen falder på den forsikrede interesse, tilsvares af selskabet. Foreligger underforsikring, finder bestemmelsen i § 40 anvendelse.

Section 65.

If the contract of affreightment provides that general average is to be adjusted in accordance with other rules than those prescribed by law, then the bringing into operation of such provision shall not release the company from liability, if the rules adopted are generally acknowledged in international usage of trade.

Section 66.

If compensation in respect of loss or damage to the subject-matter insured is recoverable under general average, the assured shall nevertheless, without awaiting the average adjustment, be entitled to claim compensation from the company for such loss or damage according to the particular average rules.

(2) On payment of such compensation the company is to be subrogated to all the insured's rights against the other parties participating in the general average. In case of under-insurance the provision set out in Section 40 shall apply.

Section 67.

If transport takes place by a vessel other than that stipulated for in the contract of insurance, the company shall be exempt from liability, if it must be presumed that, had it been aware of that fact, it would have declined acceptance of the insurance, or charged a higher premium, drawn up other conditions; or re-insured a larger portion of the risk.

(2) Provided that, if the change takes place after the commencement of the voyage, the company shall nevertheless be liable, if the change was made without the consent of the assured, or was necessitated by any event coming within the scope of the insurance. But if such alteration takes place without the consent of the assured, he shall none the less be bound to notify the same to the company, as soon as it comes to his knowledge. In the event of his failing to do so the company shall be discharged from liability in respect of events occurring subsequent to that time.

Section 68.

If during the voyage deviation takes place from the course which is designated in the contract, or which otherwise must be deemed to be the proper one, the company's liability shall cease, unless the deviation was undertaken without the consent of the assured.

(2) Provided, that the company's liability shall not cease if the deviation was necessitated by any event comprised by the insurance, or was undertaken to prevent injury to persons or property under such circumstances that the deviation must be deemed to be warrantable. But if the proper course is not resumed as soon as possible, the company shall be free from liability in respect of loss occurring under such circumstances.

(3) In case of cessation of the company's liability by virtue of the provisions set out in the 1st and 2nd paragraphs, the company shall nevertheless be liable for events insured against happening after the resumption of the proper course, provided that the deviation has been of no consequence with regard to

§ 65.

Er det i befragtningsaftalen bestemt, at almindeligt havari skal opgøres efter andre regler end de i lov foreskrevne, frigøres selskabet ikke derved, at denne bestemmelse bringes til udførelse, såfremt de benyttede regler er almindelig anerkendte i international forretningsbrug.

§ 66.

Kan skade på den forsikrede genstand fordres erstattet under almindeligt havari, har den sikrede dog ret til uden at afvente havariopgørelsen at fordrø denne skade erstattet af selskabet efter reglerne om partikulært havari.

Stk. 2. Når selskabet udbetaler sådan erstatning, indtræder det fuldt ud i den sikredes ret mod de andre deltagere i havariet. Foreligger underforsikring, finder bestemmelsen i § 40 anvendelse.

§ 67.

Sker transport med andet skib end det, som efter forsikringsaftalen skulle benyttes, er selskabet fri for ansvar, hvis det må antages, at det, om det havde haft kendskab hertil, ikke ville have overtaget forsikringen eller ville have beregnet en højere præmie, opstillet andre vilkår eller genforsikret en større del af risikoen.

Stk. 2. Finder forandringen sted efter rejsens begyndelse, er selskabet dog ansvarligt, hvis forandringen er sket uden den sikredes samtykke eller er blevet nødvendig af hensyn til en begivenhed, som omfattes af forsikringen. Sker sådan forandring uden den sikredes samtykke, er han dog pligtig at give selskabet meddelelse derom, så snart han bliver vidende om forandringen. Forsømmer han dette er selskabet fri for ansvar for begivenheder, der indtræder efter dette tidspunkt.

§ 68.

Sker der under rejsen afvigelse fra den vej, som er angivet ved aftalen eller i øvrigt må anses som den rette, ophører selskabets ansvar, medmindre afvigelsen er foretaget uden den sikredes samtykke.

Stk. 2. Selskabets ansvar ophører dog ikke, hvis afvigelsen er blevet nødvendig af hensyn til en af forsikringen omfattet begivenhed eller er foretaget til afværgelse af skade på person eller ejendom under sådanne omstændigheder, at dens foretagelse må anses som forsvarlig. Dog er selskabet, hvis den rette vej ikke genoptages, så snart det er gørligt, fri for ansvar for skade, som under disse omstændigheder indtræffer.

Stk. 3. Er selskabets ansvar ophørt i medfør af bestemmelserne i 1ste eller 2det stykke, er selskabet dog ansvarligt for forsikringsbegivenheder, der indtræder efter at den rette vej er genoptaget, for så vidt afvigelsen har været uden betydning for skadens indtræden eller omfang.

the occurrence or extent of the loss.

(4) A corresponding rule shall apply, where the vessel has come outside the waters comprised by the insurance.

Section 69.

If a vessel or goods belonging to the ship owner sustain damage in the course of salvage of another vessel or its cargo, the company shall be discharged from liability in respect of loss which must be held to have been made good through salvage charges. If after payment of the compensation the loss turns out to have been wholly or partly made good in the aforementioned manner, the company shall furthermore be entitled to claim repayment of the corresponding part of the amount of compensation.

Section 70.

If a ship owing to her having sunk, or stranded, or if through any other event coming within the scope of the insurance, she has got into such a condition that she cannot be salvaged at a reasonable expense, or if she has been damaged to such a degree that she is not worth the costs of repair, then the assured shall be entitled to receive compensation as for a total loss.

(2) The same provision shall apply, where goods through any event included in the insurance, have got into such a state, or have been damaged to such a degree as described in the foregoing paragraph, or they have been stored in a place, from which they cannot be fetched within a reasonable time or at a reasonable expense.

Section 71.

If no intelligence has been received about a ship for a time thrice the average period used for the ship's voyage from the place, from where the last intelligence about her was received, to her nearest destination, but not less than three months, or the ship is abandoned by her crew, and she has not within three months thereafter arrived at the disposal of the assured, then the assured shall be entitled to recover as for a total loss.

(2) The same rule shall apply to goods onboard the vessel, when neither the goods nor the ship have arrived within the time limit provided for in the foregoing paragraph.

Section 72.

In case of embargo by a foreign power on ship or cargo, or capture or detention through similar measures, and if the ship or cargo is not released within a period of six months thereafter, the assured shall be entitled to recover as for a total loss.

(2) If the assured intends to avail himself of this right he shall be bound to notify the company thereof within three months of his having obtained knowledge of the circumstances upon which his claim is grounded.

Section 73.

If the company pays compensation for total loss, it shall be subrogated to the assured's right to the values

Stk. 4. Tilsvarende regel gælder, når et skib er kommet udenfor det farvand, som forsikringen omfatter.

§ 69.

Lider skib eller gods, som tilhører rederen, skade under bjærgning af andet skib eller dettes ladning, er selskabet fri for at erstatte skade, der må anses godtgjort gennem bjærgeløn. Viser det sig efter erstatningens udbetaling, at skaden helt eller delvis er godtgjort på nævnte måde, kan selskabet derhos kræve en tilsvarende del af erstatningsbeløbet tilbagebetalt.

§ 70.

Er et skib som følge af, at det er sunket eller strandet eller ved anden begivenhed, som forsikringen omfatter, kommet i en sådan tilstand, at det ikke for rimelig bekostning kan bjærges, eller er blevet således beskadiget, at det ikke er istandsættelse værd, har den sikrede ret til erstatning for totalskade.

Stk. 2. Det samme gælder, når gods ved en begivenhed, som forsikringen omfatter, er kommet i sådan tilstand eller er således beskadiget som ovenfor nævnt eller blevet oplagt på et sted, fra hvilket det ikke indenfor rimelig tid eller for rimelig bekostning kan afhentes.

§ 71.

Har der manglet underretning om et skib i tre gange så lang tid, som gennemsnitlig medgår til skibets rejse fra det sted, fra hvilket den sidste efterretning om skibet havdes, til nærmeste bestemmelsessted, dog mindst tre måneder, eller er skibet forladt af besætningen, og er det ikke inden tre måneder derefter kommet i den sikredes rådighed, har den sikrede ret til erstatning som for totalskade.

Stk. 2. Samme regel finder anvendelse på ombordværende gods, når hverken dette eller skibet er kommet frem inden den i 1ste stykke angivne frist.

§ 72.

Er skib eller gods af fremmed magt belagt med embargo eller opbragt eller tilbageholdt ved lignende foranstaltning, og frigives det ikke inden 6 måneder derefter, har den sikrede ret til erstatning som for totalskade.

Stk. 2. Vil den sikrede benytte denne ret, skal han underrette selskabet derom inden 3 måneder efter, at han har fået kundskab om de omstændigheder, der begrunder hans ret.

§ 73.

Udbetaler selskabet erstatning for totalskade, indtræder det i den sikredes ret til det, som måtte være i

preserved of the thus compensated objects, and it is entitled to claim the assured to deliver all documents and proofs accessible to him, in respect of such objects.

(2) Provided that, in case of under-insurance the company shall only be entitled to share in the values preserved in the proportion borne by the insurance sum to the insurable value.

Section 74.

If loss or damage occurs more than once during the currency of the insurance, the company shall make good the loss, even if the aggregate amount of the compensations exceeds the insurance sum.

(2) Provided that, when a loss has occurred the company shall be entitled by paying the total insurance sum plus the expenses already incurred to release itself from every responsibility in respect of events happening or expenses incurred after the policy-holder has received information that the company intends to avail itself of this right. In those cases the provision set out in Section 73 shall not apply.

Section 75.

The insurable value of a ship is the value of the ship at the time of the commencement of the company's liability.

(2) If at the time of the conclusion of the contract of insurance the value of a ship is fixed at an agreed amount (a valued policy), such valuation shall be binding on the company, unless it proves the agreed value to be in excess of the amount, which may reasonably be regarded as the insurable value.

(3) Irrespective of any subsequent price-alterations the value of goods insured is to be fixed at the price, which at the time immediately preceding the commencement of the transport was paid at the place of departure for goods of the same kind delivered free on board, on rail or other means of transport with an addition of 10 per cent., and of premium for ordinary insurance, and of freight, provided that the latter is payable whether the transport is completed or not.

Section 76.

If according to the insurance contract or owing to notice of discontinuance for some reason other than non-payment of premium an insurance would cease to attach at a time when the ship is at sea, then the contract shall not expire until at the end of the day of the ship's arrival at her first destination. If the insurance is prolonged thereby, the company may claim premium for the prolongation.

2. Other Transport Insurance.

Section 77.

Subject to any special exceptions made by law or agreement, Transport insurance other than Marine Insurance shall embrace every kind of hazard to which the assured's interest may be exposed during the transport.

behold af de således erstattede genstande, og kan for-dre, at den sikrede udleverer alle ham tilgængelige, disse genstande vedrørende dokumenter og bevis-ligheder.

Stk. 2. Foreligger underforsikring, har selskabet dog kun ret til andel i det, der findes i behold, efter forholdet mellem forsikringssummen og forsikrings-værdien.

§ 74.

Indtræffer havari flere gange i løbet af forsikringstiden, erstatter selskabet skaden, selv om erstatningssum-merne tilsammen overstiger forsikringssummen.

Stk. 2. Dog har selskabet, når skade er indtruffet, ret til ved at betale hele forsikringssummen med tillæg af allerede påløbne omkostninger at befri sig for ethvert ansvar for begivenheder, der indtræder, eller omkost-ninger, der påløber, efter at forsikringstageren har fået meddelelse om, at selskabet vil benytte sig af denne ret. I disse tilfælde kommer bestemmelsen i § 73 ikke til anvendelse.

§ 75.

Forsikringsværdien af et skib er den værdi, skibet hav-de på det tidspunkt, da selskabets ansvar begyndte.

Stk. 2. Hvis et skib, da forsikringsaftalen blev truffet, er ansat til en bestemt værdi (takseret police), er sådan ansættelse bindende for selskabet, for så vidt det ikke godtgør, at den ansatte værdi overstiger, hvad der med rimelighed kan anses som forsikringsværdien.

Stk. 3. Værdien af forsikrede varer ansættes uanset senere prisforandringer til den pris, som umiddelbart før transportens begyndelse på afgangsstedet betaltes for varer af samme art frit leverede i skib, på banevogn eller på andet transportmiddel med tillæg af 10 pct. samt af præmie for almindelig forsikring og af fragt for så vidt denne skal betales uden hensyn til, om transporten fuldføres.

§ 76.

Såfremt en forsikring i henhold til aftalen eller ifølge opsigelse af anden grund end manglende præmiebeta-ling ville ophøre på et tidspunkt, da skibet er på søen, bortfalder aftalen dog først ved udløbet af den dag, da skibet ankommer til første bestemmelsessted. Forlæn-ges forsikringen herved, kan selskabet kræve præmie for forlængelsen.

2. Anden transportforsikring

§ 77.

Anden transportforsikring end søforsikring omfatter, for så vidt ingen særlig undtagelse er gjort i lov eller aftale, enhver art af fare, for hvilken den forsikrede interesse udsættes under transporten.

Section 78.

The provisions of Sections 62, 67, 68, 72, 73, 74 and 75 shall apply mutatis mutandis.

C. Fire Insurance.

Section 79.

Fire Insurance shall cover loss of or damage to the subject-matter insured caused by a fire, even if the object is not set on fire. Loss or damage caused by fire, which cannot be signified as an outbreak of fire, is excluded from the insurance.

Section 80.

If any object is intentionally exposed to heat by boiling, ironing, drying, smoking, or the like, the company shall not be liable to compensate in respect of any loss or damage thereby caused to the object, notwithstanding that it catches fire.

Section 81.

Unless otherwise agreed the company shall furthermore be liable for loss or damage caused by lightning, notwithstanding that no fire arises, in the same manner as for loss or damage by fire.

(2) If the company has assumed liability in respect of loss or damage by explosion not consequent of a fire, the provisions relating to Fire insurance shall apply.

Section 82.

If objects insured against fire disappear during a fire, either by theft or otherwise, or they are damaged during attempts to rescue them from the fire, the damage sustained shall be deemed to be damage by fire. The same rule shall apply, if they are destroyed or damaged in order to prevent or limit a fire under such circumstances that the sacrifice must be deemed to be warrantable. This applies even if the fire does not threaten any object included in the insurance.

Section 83.

If at the time or the occurrence of the fire any object insured is kept in a place other than the one stated on the effecting or the insurance, the company shall be liable unless there is a presumption that the company, had the place where the loss occurred been designated as the situation or insurance, would have refused to grant the insurance, or charged a higher premium, or stipulated other conditions, or would have reinsured a larger portion or the risk.

(2) Respecting insurance or household goods the company shall be liable for up to 15 per cent. of the insurance sum, the amount, however, not to exceed Kr. 3,000, in respect of loss or damage by fire occurring while the subject-matter insured is temporarily kept in a place within the Kingdom of Denmark other than that stated in the policy, notwithstanding that the hazard is increased thereby.

Section 84.

If an insurance is effected for a period or one year, and nothing to the contrary must be deemed to have been agreed upon, it shall be regarded as renewed for one

§ 78.

Bestemmelserne i §§ 62, 67, 68, 72, 73, 74 og 75 finder tilsvarende anvendelse.

C. Brandforsikring

§ 79.

Brandforsikring dækker den ved ildsvåde forårsagede skade på en af forsikringen omfattet genstand, selv om denne ikke kommer i brand. Skade, forårsaget ved ild, der ikke kan betegnes som ildsvåde, omfattes ikke af forsikringen.

§ 80.

Udsættes en genstand forsætlig for varme ved kogning, strygning, tørring, røgning eller lignende er selskabet ikke ansvarligt for den derved opståede skade på genstanden, selv om den kommer i brand.

§ 81.

Hvis ikke andet er aftalt, svarer selskabet også for skade, som forvoldes ved lynnedslag, selv om der ikke derved opstår brand, på samme måde som for brandskade.

Stk. 2. Har selskabet overtaget ansvar for eksplosions-skade, der ikke er en følge af brand, finder bestemmelserne om brandforsikring anvendelse.

§ 82.

Bortkommer brandforsikrede ting under brand ved tyveri eller på anden måde, eller beskadiges de under forsøg på at redde dem fra brand, anses skaden som brandskade. Det samme er tilfældet, hvis de tilintetgøres eller beskadiges for at forebygge eller begrænse en brand under sådanne omstændigheder, at opoffrelsen må anses som forsvarlig. Dette gælder, selv om branden ikke truer nogen genstand, der falder ind under forsikringen.

§ 83.

Befinder en forsikret genstand sig ved forsikringsbegivenhedens indtræden på andet sted end det ved forsikringens tegning opgivne, er selskabet ansvarligt, medmindre det må antages, at selskabet, hvis det sted, hvor forsikringsbegivenheden indtraf, var opgivet som forsikringssted, ville have afholdt sig fra at tegne forsikringen eller betinget sig højere præmie eller andre vilkår eller ville have genforsikret i videre omfang.

Stk. 2. Ved forsikring af indbo er selskabet for et beløb af indtil 15 pct. af forsikringssummen, dog ikke udover 3.000 kr., ansvarlig for brandskade, der indtræder, medens de forsikrede genstande midlertidig befinder sig andetsteds i riget end i policen angivet, selv om faren derved forøges.

§ 84.

Gælder en forsikring for et tidsrum af et år, skal den, hvis ikke andet må anses aftalt, betragtes som fornyet for et år ad gangen, medmindre forsikringstageren eller

year at a time, unless the policyholder or the company has given notice or discontinuance not later than one week before the expiration or the period of insurance.

Section 85.

The provisions of Sections 18 and 19 shall also apply, if the insured event is caused by the insured's cohabitant wife or husband.

Section 86.

If any real property insured is mortgaged, the mortgagee, even if the company's liability towards the owner ceases to attach by virtue of Sections 4, 6 and 50, 2nd paragraph, can nevertheless claim indemnification in the compensation, which otherwise would have been paid, provided that he cannot obtain satisfaction through the mortgaged property or other property or the mortgagor. The company shall be subrogated to the mortgagee's right against the mortgagor to the extent of the amount of compensation paid to the mortgagee.

(2) The same rules are to apply, if the insurance covers other interests secured by the subject-matter insured.

Section 87.

If the insurance on real estate ceases to be in force by agreement, or the insurance sum is reduced, or the company's liability is brought to an end owing to non-payment or premium or change or ownership, that fact shall have no legal effect as against the mortgagee until fourteen days after he has received notification thereof from the company.

(2) The provision stated in Section 51, 1st paragraph can be relied upon against the mortgagee only when the latter is himself to blame for the non-fulfilment of the imposition.

(3) Otherwise the provisions for the protection of mortgagees and other persons possessing rights secured by the property, laid down in special enactments relating to fire insurance of buildings, or in the rules sanctioned in pursuance of those acts, shall remain in force.

(4) These provisions shall also apply to the appurtenances of real property dealt with in Sections 37 and 38 of the Registration of Titles Act, 31 March, 1926, provided that the insurance includes such appurtenances.

Section 88.

Provisions in the agreement being at variance with the rules for the protection of mortgagees laid down in Sections 86 and 87 cannot be enforced by the company.

D. Live Stock Insurance.

Section 89.

If consequent upon an event comprised by the insurance contract and happening within the period of insurance any animal dies or is slaughtered within one month of the expiration of the period of insurance, then the company shall be liable, just as if the death had occurred during the currency of the insurance.

selskabet har opsagt den senest en uge før forsikringstidens udløb.

§ 85.

Reglerne i §§ 18 og 19 gælder også, hvis forsikringsbegivenheden fremkaldes af den sikredes med ham samlevende ægtefælle.

§ 86.

Er en forsikret fast ejendom pantsat, kan panthaveren, selv om selskabets ansvar overfor ejeren bortfalder i medfør af §§ 4, 6 og 50, 2det stykke, dog kræve dækning i den erstatning, som ellers ville være kommet til udbetaling, for så vidt han ikke kan opnå fyldestgørelse af pantet eller af skyldnerens øvrige formue. I det omfang, i hvilket selskabet har betalt erstatning til panthaveren, indtræder det i dennes ret mod ejeren.

Stk. 2. Det samme gælder, hvis forsikringen dækker andre i tingen berettigedes interesse.

§ 87.

Bortfalder forsikringen af en fast ejendom ifølge aftale, eller nedsættes forsikringssummen, eller bringes selskabets ansvar til ophør på grund af manglende præmiebetaling eller ejerskifte, får dette først retsvirkning overfor panthaveren 14 dage - hvis panthaveren har bopæl i Grønland, en måned - efter, at han fra selskabet har modtaget meddelelse derom.

Stk. 2. Bestemmelsen i § 51, 1ste stykke, kan kun påberåbes overfor panthaveren, når denne selv er skyld i, at pålægget ikke er overholdt.

Stk. 3. I øvrigt bliver de bestemmelser til værn for panthavere og andre i ejendommen berettigede, som indeholdes i særlige love om bygningsbrandforsikring eller i de i henhold til disse love stadfæstede vedtægter, bestående.

Stk. 4. Disse bestemmelser finder også anvendelse på det i §§ 37 og 38 i lov om tinglysning af 31. marts 1926 omhandlede tilbehør til fast ejendom, for så vidt forsikringen omfatter sådant tilbehør.

§ 88.

Bestemmelser i aftalen, der indeholder afvigelse fra de i §§ 86 og 87 opstillede regler til beskyttelse af panthavere, kan ikke påberåbes af selskabet.

D. Kreaturforsikring

§ 89.

Dør eller nedslås et forsikret dyr inden en måned efter forsikringstidens udløb som følge af en af aftalen omfattet begivenhed, der er indtrådt i forsikringstiden, hæfter selskabet, som om døden var indtrådt i forsikringstiden.

Section 90.

If an animal dies or is slaughtered consequent upon a disease or an accident, the compensation shall be calculated in accordance with the value, which the animal would have had at the time immediately preceding the death, had the disease or accident not occurred.

E. Third Party Insurance.

Section 91.

Where an insurance is effected against the liability incurred towards a third party consequent upon a tort, the company shall be liable to compensate if an event covered by the insurance takes place during the currency of the insurance, notwithstanding that the injurious consequences do not arise until at a later time.

Section 92.

Expenses incurred through the assured's defence to any claim set up by a third party, shall be included in the insurance, if according to circumstances it must be held reasonable that the assured has incurred such expenses.

(2) If the assured has been held liable by the court to pay interest on any amount of damages, the provisions stated in the first paragraph shall apply subject to the necessary modifications.

(3) If a specific insurance sum is designated in the contract, the company shall pay the expenses and interest aforesaid, notwithstanding that the insurance sum be exceeded. Provided that if the insurance sum is smaller than the amount of the damages awarded, the company shall be liable only in respect of the part of the interest corresponding to the amount of damages payable by the company.

Section 93.

If execution is levied to obtain satisfaction for a claim arising out of a liability covered by the insurance, the company shall be liable to lodge the security necessary for the aversion of the execution up to the insurance sum.

Section 94.

A provision inserted in the contract to the effect that the company shall be relieved of its liability if without the consent of the company the assured pays compensation or recognizes any claim, shall be void to the extent to which it must be held established that the assured by paying or recognizing such claim has merely performed his legal duty.

Section 95.

When the assured's liability towards the third party has been proved and the amount of the damages assessed, the third party shall be subrogated to the assured's rights against the company, if he has not obtained satisfaction for his claim.

(2) The injured party also subrogates into the assured's claim against the company if the assured's claim for

§ 90.

Hvis et dyr dør eller nedslås som følge af en sygdom eller et ulykkestilfælde, beregnes erstatningen efter den værdi, dyret umiddelbart før døden ville have haft, om sygdommen eller ulykkestilfældet ikke var indtrådt.

E. Ansvarsforsikring

§ 91.

Er der tegnet forsikring mod erstatningsansvar, nogen pådrager sig overfor tredjemand som følge af en skadevoldende begivenhed, er selskabet forpligtet til at betale erstatning, hvis en begivenhed, som omfattes af aftalen, finder sted i løbet af forsikringstiden, selv om de skadelige følger først indtræder senere.

§ 92.

Omkostninger, der foranlediges af den sikredes forsvar mod krav fra tredjemands side, omfattes af forsikringen, såfremt det efter omstændighederne må anses for rimeligt, at den sikrede har pådraget sig dem.

Stk. 2. Hvis den sikrede er dømt til at betale renter af et erstatningsbeløb, finder reglerne i 1ste stykke tilsvarende anvendelse.

Stk. 3. Er der i aftalen fastsat en bestemt forsikringssum, skal selskabet betale de her nævnte omkostninger og renter, selv om forsikringssummen overskrides. Er forsikringssummen mindre end det idømte erstatningsbeløb, er selskabet dog kun pligtigt at tilvare den del af renten, som svarer til det erstatningsbeløb, selskabet skal betale.

§ 93.

Såfremt der for en fordring, der hidrører fra et af forsikringen omfattet ansvar, foretages en arrestforretning, er selskabet pligtigt at stille den sikkerhed, der er fornøden for at afværge arresten, dog ikke udover forsikringssummen.

§ 94.

En bestemmelse i aftalen om, at selskabet skal være fri for ansvar, såfremt den sikrede uden selskabets samtykke udbetaler erstatning eller godkender et fremsat erstatningskrav, er ugyldig i det omfang, hvori det må anses godtgjort, at den sikrede ved at betale eller godkende kravet kun har opfyldt sin retspligt.

§ 95.

Når den sikredes erstatningspligt over for den skadelidte er fastslået og erstatningens størrelse bestemt, indtræder den skadelidte i den sikredes ret imod selskabet, for så vidt han ikke er fyldestgjort.

Stk. 2. Den skadelidte indtræder endvidere i den sikredes ret imod selskabet, hvis skadelidtes krav på erstatning er omfattet af sikredes konkurs, tvangsakkord

compensation is subject to bankruptcy or reconstruction proceedings against the assured's estate. To the extent that the injured party's claim remains unsatisfied the full demand for compensation may be directed against the company. In the situations described in the 1st sentence the company must inform the assured that it has been notified of a claim for compensation.

(3) If two or more third parties have a right to the compensation in respect of the happening of an event insured against, and their aggregate claims notified to the company exceed the amount which the company is liable to pay, then, unless the agreement provides otherwise, they are to be satisfied proportionally.

Section 96.

When the company is cognisant of the occurring of an event insured against, it shall be precluded, through negotiations with the assured, from working out reduction or forfeiture of the rights of the third party under Section 95.

PART III.

Life Assurance.

General Provisions.

Section 97.

Life Assurance may be effected on the life of the policy-holder or on that of a third party.

Section 97 a

Apart from the situations regulated by Part I a the policy holder is entitled to withdraw from a life assurance contract no later than 30 days after having come into possession of the insurance terms and conditions.

(2) Notwithstanding paragraph 1 if the policyholder has come into possession of the insurance conditions before he has received confirmation that the insurance contract has been accepted, the period shall be calculated from the latter point in time.

(3) When the last day of the period for exercising the withdrawal right occurs on a public holiday, a Saturday Constitution Day, December 24th or December 31st, the period shall be extended to the next weekday.

(4) Paragraph 1 does not apply to

- 1) life assurance covering a risk that extends for an agreed period not exceeding 1 month (short term insurance) unless the assurance is an integral part of another type of insurance, ,
- 2) life assurance written as group insurance or other joint insurance where the insurance contract is agreed between the company and a representative for the policy holder, and
- 3) life assurance benefits when the price depends on fluctuations in the capital market that the company has no control of and that may occur

eller gældssanering ^{*)}. I det omfang skadelidtes krav ikke er blevet dækket, kan det fulde krav på erstatning rettes mod selskabet. Selskabet skal i de i 1. pkt. nævnte tilfælde uden ugrundet ophold underrette den sikrede om, at det har modtaget et krav på erstatning.

Stk. 3. Har flere skadelidte krav på erstatningsydelsen for en forsikringsbegivenhed, og overstiger deres for selskabet anmeldte krav tilsammen, hvad selskabet er pligtigt at yde, skal de, for så vidt ikke andet er vedtaget, fyldestgøres forholdsmæssigt.

§ 96.

Når selskabet er vidende om en indtruffen forsikringsbegivenhed, kan det ikke gennem forhandlinger med den sikrede bevirke, at den skadelidtes ret ifølge § 95 derved indskrænkes eller forspildes.

AFSNIT III.

Livsforsikring

Almindelige bestemmelser

§ 97.

Livsforsikring kan tegnes på forsikringstagerens eller en tredjemands liv.

§ 97 a.

Forsikringstageren har ret til at træde tilbage fra aftalen senest 14 dage efter, at han har fået forsikringsbetingelserne i hænde.

Stk. 2. Fristen regnes dog fra det tidspunkt, hvor forsikringstageren har modtaget underretning om, at forsikringsaftalen er indgået, hvis han har fået forsikringsbetingelserne i hænde før dette tidspunkt.

Stk. 3. Udløber fristen i stk. 1 på en helligdag, en lørdag eller på grundlovsdagen, den 5. juni, udskydes fristens udløb til den følgende hverdag.

Stk. 4. Stk. 1 gælder ikke for

- 1) livsforsikring, der dækker en risiko, der kun strækker sig over en aftalt periode af højst 1 måned (korttidsforsikring), medmindre forsikringen er en del af en anden type forsikring, og
- 2) livsforsikring, der tegnes som gruppeforsikring eller anden kollektiv forsikring, hvor forsikringsaftalen indgås mellem selskabet og en repræsentant for forsikringstageren.
- 3) livsforsikringsydelser, hvis pris afhænger af udsving på kapitalmarkedet, som forsikringsselskabet ikke

^{*)} Eller rekonstruktion

during the withdrawal period.

(5) If the consumer withdraws from the insurance contract according to paragraph 1 he or she shall be released from all obligations pursuant to the contract.

(6) The stipulations of paragraphs 1 – 3 cannot be derogated to the detriment of the policy holder.

Section 98.

If the premium is payable in two or more periods, the policy-holder shall not be bound to keep the assurance in force through payment of the subsequent premiums.

Section 99.

If the company desires to limit its liability in the event of an increase of the risk, the specific increases of risk which are to be material and their effects must be distinctly set out in the policy.

Section 100.

If the person on whose life the assurance is effected, dies by suicide at a time when the assurance has not been continuously in force during not less than the two preceding years, the company shall be exempt from liability, unless it must be held established that the assurance was taken out or revived without any thought of the suicide, and that the suicide would have been committed, even if the assurance had not existed.

Section 101.

Irrespective of the company - by virtue of any rule laid down in this Act, or according to any terms agreed upon -- being exempt from liability, the rules in force by law or agreement concerning surrender of assurances or the conversion of the same into paid-up policies shall apply.

Assurance with Capital Payment.

Section 102.

The policy holder may, either at the time or the effecting of the assurance or subsequently nominate another person as beneficiary. In that case upon the policy holder's death the policy moneys shall be paid direct to the beneficiary.

(2) The policy holder may revoke the nomination, unless he has waived this right to the beneficiary. The right of the policy holder to revoke the benefit does not pass to his heirs or death estate.

(3) At the latest when the company informs the beneficiary of the occurrence of the insured event the company shall also inform the Probate Court in charge of the policy holder's death estate, cf. Section 2 of the Act on Administration of Death Estates, of the nomination of the beneficiary, the size of the policy moneys and whether payment has been effected.

har nogen indflydelse på, og som kan forekomme i fortrydelsesperioden.

Stk. 5. Træder forsikringstageren tilbage fra forsikringsaftalen i medfør af stk. 1, frigøres han for alle forpligtelser i henhold til aftalen.

Stk. 6. Bestemmelserne i stk. 1-3 og 5 kan ikke fraviges til skade for forsikringstageren.

§ 98.

Skal præmien betales i flere perioder, er forsikringstageren ikke pligtig at holde forsikringen i kraft gennem betaling af de senere præmier.

§ 99.

Ønsker selskabet at begrænse sit ansvar i tilfælde af fareforøgelse, må det i policen tydeligt angive, hvilke bestemte fareforøgelser der skal have betydning, og hvilken virkning fareforøgelsen skal have.

§ 100.

Har den, på hvis liv forsikringen er tegnet, berøvet sig livet på et tidspunkt, hvor forsikringen ikke har været i kraft uafbrudt mindst de sidste 2 år, er selskabet fri for ansvar, medmindre det må anses godtgjort, at forsikringen er tegnet eller på ny sat i kraft uden tanke på selvmordet, og at dette ville være begået, selv om forsikringen ikke havde foreligget.

§ 101.

Uanset at selskabet efter en i denne lov indeholdt regel eller efter aftalt vilkår er fri for ansvar, finder de i henhold til lov eller aftale gældende regler for tilbagekøb af forsikringer eller disses omskrivning til fripolicer anvendelse.

Kapitalforsikring

§ 102.

Forsikringstageren kan ved forsikringens tegning eller senere indsætte en anden som begunstiget. Ved forsikringstagerens død udbetales forsikringssummen umiddelbart til den begunstigede.

Stk. 2. Forsikringstageren kan tilbagekalde indsættelsen, medmindre forsikringstageren over for den begunstigede har givet afkald på dette. Forsikringstagerens ret til at tilbagekalde indsættelsen går ikke over på den pågældendes arvinger eller dødsbo.

Stk. 3. Selskabet skal senest samtidig med underretningen af den begunstigede om forsikringsbegivenhedens indtræden underrette den skifteret, der behandler forsikringstagerens dødsbo, jf. § 2 i lov om skifte af dødsboer, om begunstigelsesindsættelsen, forsikringssummens størrelse og om, hvorvidt udbetaling er sket.

Section 103.

The nomination of a beneficiary and the revocation or such nomination shall be valid only when notified in writing to the company, or inserted in or endorsed upon the policy by the company.

(2) The policy holder may in his or her will or by nomination according to paragraph 1 prescribe that the policy moneys shall be the separate property of the beneficiary.

(3) The policy holder may prescribe as part of the nomination according to paragraph 1 that the policy moneys shall become tied up. The Inheritance Act, Section 61, shall apply mutatis mutandis. In case the policy holder when deciding that tie up shall be effected has not prescribed which fund management department shall be charge to manage the tied up inheritance the Probate Court in charge of the policy holder's death estate, cf. Section 2 of the Act on Administration of Death Estates, shall decide to whom the company shall disburse the policy moneys.

Section 104.

When the nomination of a beneficiary must be deemed to be unreasonable towards the policy holder's spouse or a issue the court may pass judgment to the effect that the policy moneys in full or in part shall be paid to the spouse or a issue and not to the beneficiary. The amount cannot exceed what the mentioned party would have received as part of the community estate and compulsory inheritance, cf. the Inheritance Act, Sections 5, 10 and 11, paragraph 2, in case the policy moneys were instead disbursed to the policy holder's solvent estate.

(2) A decision according to paragraph 1 shall in particular take into consideration

- 1) the rationale behind the nomination of the beneficiary,
- 2) the financial needs of the spouse, an issue and the beneficiary, and
- 3) other circumstances.

(3) In case the spouse or an issue prior to the disbursement of the policy moneys to the beneficiary has objected to the company against the disbursement the company shall not be entitled to pay the policy moneys to the beneficiary until either a compromise agreement or court judgment between the beneficiary and the survivors has determined who shall be entitled to the policy moneys. The company shall always be entitled, however to pay no more than one third of the policy moneys to the beneficiary and, if he or she arranges for the policy holder's funeral, a reasonable amount to cover the costs thereof.

(4) A court case according to paragraph 1 must be instituted by the spouse or an issue against the beneficiary no later than one year after the death of the policy holder.

Section 105.

In the interpretation of stipulations of the nomination of a beneficiary the rules of paragraphs 2 – 4 shall apply when the policy moneys are to be paid on the

§ 103.

Indsættelse af en begunstiget og tilbagekaldelse af sådan indsættelse er kun gyldig, såfremt den skriftlig meddeles selskabet eller optages i eller påtegnes polisen af selskabet.

Stk. 2. Forsikringstageren kan ved testamente eller ved indsættelse efter stk. 1 bestemme, at forsikringssummen skal være den begunstigedes særeje.

Stk. 3. Forsikringstageren kan ved indsættelse efter stk. 1 bestemme, at forsikringssummen skal båndlægges. Arvelovens § 61 finder tilsvarende anvendelse. Hvis forsikringstageren ikke i forbindelse med beslutningen om båndlæggelse har bestemt, hvilken forvaltningsafdeling der skal forvalte den båndlagte arv, bestemmer den skifteret, der behandler boet efter forsikringstageren, jf. § 2 i lov om skifte af dødsboer, hvem forsikrings-selskabet skal udbetale forsikringssummen til.

§ 104.

Hvis indsættelse af en begunstiget må anses for urimelig over for forsikringstagerens ægtefælle eller en livsarving, kan det ved dom bestemmes, at forsikringssummen helt eller delvis skal tilfalde ægtefællen eller en livsarving i stedet for den begunstigede. Beløbet kan ikke overstige, hvad der ville være tilfaldet den pågældende som boslod og tvangsarv, jf. arvelovens § 5, § 10 og § 11, stk. 2, hvis forsikringssummen i stedet var tilfaldet forsikringstagerens solvente bo.

Stk. 2. Ved afgørelse efter stk. 1 skal der navnlig lægges vægt på

- 1) baggrunden for indsættelsen af den begunstigede,
- 2) ægtefællens, en livsarving og den begunstigedes økonomiske behov og
- 3) omstændighederne i øvrigt.

Stk. 3. Har ægtefællen eller en livsarving inden udbetaling af forsikringssummen til den begunstigede gjort indsigelse over for selskabet mod udbetalingen, må forsikrings-selskabet ikke udbetale forsikringssummen til den begunstigede, før det ved forlig eller dom mellem den begunstigede og de efterladte er afgjort, hvem der har ret til forsikringssummen. Selskabet kan dog altid udbetale indtil en tredjedel af forsikringssummen til den begunstigede, og, hvis den pågældende sørger for forsikringstagerens begravelse, et passende beløb til afholdelse af udgifterne herved.

Stk. 4. En sag efter stk. 1 skal anlægges af ægtefællen eller en livsarving mod den begunstigede inden 1 år efter, at forsikringstageren er afgået ved døden..

§ 105.

Ved fortolkningen af bestemmelser om indsættelse af en begunstiget anvendes stk. 2-4, hvis ikke andet fremgår af omstændighederne, når forsikringssummen skal

death or the policy holder, if nothing to the contrary follows from the circumstances.

(2) If the spouse of the policy-holder is nominated as beneficiary, the spouse with whom the policy holder was cohabiting at the time of his or her death shall be deemed to be the beneficiary.

(3) If the policy holder has nominated his children as beneficiaries, his or her issue, including his adopted children and their issue, shall be deemed to be beneficiaries, each in respect of the share allotted to him by the Inheritance Act.

(4) If the heirs of the policy holder are appointed beneficiaries, each or them shall share in the policy moneys in the proportion in which he is entitled to inherit from the policy holder by will or by operation of law.

Section 105 a.

Unless otherwise appears from the circumstances the next-of-kin shall be considered to be the policy holder's spouse, a cohabitant qualifying to the requirements of paragraph 2, children or heirs in that order.

(2) In order to qualify under paragraph 1 a cohabitant must live with the policy holder at their common residence and

- 1) expect, have or had a child with the policy holder, or
- 2) have lived together with the policy holder in a marital relationship at their common residence during the past 2 years prior to the death.

(3) A common residence as mentioned in paragraph 2 shall not be considered aborted through temporary habitation in another residence or stay at an institution.

Section 105 b.

When the policy holder has not nominated a beneficiary and the policy moneys become payable at the policy holder's death the policy moneys shall become payable to the next-of-kin, cf. Section 105 a. If there is no next-of-kin, the policy moneys shall be disbursed to the policy holder's death estate.

(2) The policy money's shall be disbursed to the policy holder's death estate if the policy holder has decided that no beneficiary shall be nominated.

Section 106.

In the event of a specific person being nominated as beneficiary, the nomination shall become inoperative, if the policy moneys are to be paid on or after the death of the policy holder, and the beneficiary does not survive the policy-holder.

Section 107.

If according to the terms of the contract the policy moneys are to be paid either on the death of the policy holder or on his attaining to a specific age, the nomination of a beneficiary shall be deemed to attach only to the death of the policy-holder.

udbetales ved forsikringstagerens død.

Stk. 2. Er forsikringstagerens ægtefælle indsat som begunstiget, anses den ægtefælle, som forsikringstageren ved sin død levede i ægteskab med, som begunstiget.

Stk. 3. Har forsikringstageren indsat sine børn som begunstigede, anses den pågældendes livsarvinger, herunder den pågældendes adoptivbørn og disses livsarvinger, som begunstigede, hver for den andel, arveloven tildeler den pågældende.

Stk. 4. Er forsikringstagerens arvinger indsat som begunstigede, får arvingerne del i forsikringssummen efter det forhold, som de pågældende i henhold til testamente eller loven er arveberettiget efter forsikringstageren.

§ 105 a.

Medmindre andet fremgår af omstændighederne, anses som nærmeste pårørende forsikringstagerens ægtefælle, en samlever, der opfylder kravene i stk. 2, børn eller arvinger i nævnte rækkefølge.

Stk. 2. For at være omfattet af stk. 1 skal en samlever leve sammen med forsikringstageren på fælles bopæl og

- 1) vente, have eller have haft et barn sammen med forsikringstageren eller
- 2) have levet sammen med forsikringstageren i et ægteskabslignende forhold på den fælles bopæl i de sidste 2 år før dødsfaldet.

Stk. 3. En fælles bopæl som nævnt i stk. 2 anses ikke for ophørt ved midlertidigt ophold i anden bolig eller ved ophold i institution.

§ 105 b.

Har forsikringstageren ikke indsat en begunstiget, og skal forsikringssummen udbetales ved forsikringstagerens død, tilfalder forsikringssummen forsikringstagerens nærmeste pårørende, jf. § 105 a. Er der ikke nogen nærmeste pårørende, tilfalder forsikringssummen forsikringstagerens dødsbo.

Stk. 2. Forsikringssummen tilfalder forsikringstagerens dødsbo, hvis forsikringstageren har bestemt, at der ikke skal være indsat en begunstiget.

§ 106.

Er en bestemt person indsat som begunstiget, bortfalder begunstigelsen, hvis forsikringssummen skal udbetales ved eller efter forsikringstagerens død, og den begunstigede ikke overlever denne.

§ 107.

Skal efter aftalen forsikringssummen udbetales, når forsikringstageren enten dør eller opnår en bestemt alder, anses indsættelse af en begunstiget som kun gældende for dødsfaldet.

Section 108.

The nomination of a beneficiary shall not prejudice the policy holder's right to claim the surrender value or to assign, mortgage or otherwise dispose of the rights conferred on him under the contract of assurance.

(2) If the policy holder has waived to the beneficiary his right of revocation of the benefit, he shall be deemed also to have waived his right, without the previous consent of the beneficiary to dispose of the assurance in such a manner that the beneficiary's right is impaired or forfeited.

Section 109.

So long as the insured event has not occurred the beneficiary - even if the nomination is irrevocable - shall not be allowed to assign, mortgage, or otherwise dispose of his claim.

Section**110.**

If the policy-holder has taken out an assurance under which payment of the policy moneys is not to be made immediately on his death, but at some later time, or he has effected an assurance on the life of another, then the beneficiary, if nothing to the contrary follows from the circumstances, shall on the death of the policy-holder succeed to the latter's right under the contract.

Section 111.

Any person to whom a life policy is assigned, by purchase or otherwise, shall thereby acquire all the rights against the company under the contract. On the assignment the nomination of a beneficiary lapses, provided that the right of revocation has not been waived.

Section 112.

If the policy-holder mortgages his claim, that circumstance shall not reverse the nomination of a beneficiary. If the right of revocation has not been waived, the beneficiary's right shall be subject to that of the policy holder.

(2) When his claim is due the mortgager, after having previously by two months' notice called upon the policy holder to redeem the pledge by payment of the surrender value of the assurance can set up his claim for that value. If the insured event has happened, he shall be entitled to claim satisfaction in the policy moneys.

(3) The mortgage is not deemed to include claim for bonus falling due prior to the mortgagee having claimed satisfaction.

Section 113.

Juristic acts relating to the rights against the company accruing from a life assurance contract cannot, unless they have been endorsed upon the policy he relied upon against a person, who has subsequently in good faith acquired such rights through assignment, when he has obtained possession of the policy, or the policy has received an endorsement or the right.

§ 108.

Indsættelse af en begunstiget medfører ingen indskrænkning i forsikringstagerens ret til at forlange tilbagekøbsværdien eller til at overdrage, pantsætte eller på anden måde råde over de rettigheder, forsikringsaftalen hjemler ham.

Stk. 2. Har forsikringstageren overfor den begunstigede givet afkald på at tilbagekalde begunstigelsen, anses han også at have fraskrevet sig retten til uden den begunstigedes samtykke at råde således over forsikringen at den begunstigedes ret derved indskrænkes eller forspildes.

§ 109.

Så længe forsikringsbegivenheden ikke er indtrådt, kan den begunstigede - selv om hans indsættelse er uigenkaldelig - ikke overdrage, pantsætte eller på anden måde råde over sit krav.

§ 110.

Har forsikringstageren tegnet en forsikring således, at forsikringssummen ikke skal udbetales umiddelbart ved hans død, men først på et senere tidspunkt, eller har han tegnet en forsikring på en andens liv, indtræder den begunstigede, såfremt intet andet fremgår af forholdet, ved forsikringstagerens død i dennes ret efter aftalen.

§ 111.

Den, der ved køb eller på anden måde får en livsforsikringspolice overdraget, erhverver derved alle de rettigheder mod selskabet, aftalen hjemler. Ved overdragelsen bortfalder indsættelse af begunstiget for så vidt ikke afkald på tilbagekaldelsesretten er givet.

§ 112.

Pantsætter forsikringstageren sit krav, bortfalder ikke derved sket indsættelse af en begunstiget. Er der ikke givet afkald på retten til at tilbagekalde, står den begunstigede tilbage for panthaverens ret.

Stk. 2. Panthaveren kan, når hans fordring er forfalden, gøre kravet på forsikringens tilbagekøbsværdi gældende efter forud med 2 måneders varsel at have opfordret forsikringstageren til at løse pantet mod betaling af nævnte værdi. Er forsikringsbegivenheden indtrådt, kan han søge fyldestgørelse i forsikringssummen.

Stk. 3. Pantet anses ikke at omfatte krav på bonus, der forfalder forinden panthaveren har søgt fyldestgørelse.

§ 113.

Retshandler vedrørende de af en livsforsikringsaftale flydende rettigheder mod selskabet kan, hvis policen ikke har fået påtegning om retshandelen, ikke gøres gældende over for den, der senere i god tro gennem overdragelse har erhvervet sådanne rettigheder, når han har fået policen i sin besiddelse, eller policen har fået påtegning om hans ret.

Section 114.

Payment or the policy moneys, or of the surrender value, or the stipulation of an alteration in the existing contractual relation, cannot be pleaded against the bona fide assignees specified in Section 113, unless the said juristic act has been entered into in good faith with the person, who had the policy in his possession with a legal documentary title, and the policy has either been returned to the company or received endorsement of what has taken place.

Section 115.

If a policy has been issued, or subsequently transferred to holder, the latter is not thereby, unless he makes out his title, legitimated to the company to receive the policy moneys, or otherwise to dispose or the assurance.

(2) The appointment or a beneficiary cannot take place by a provision directing that the policy moneys are to be paid to holder.

Section 116.

Neither the policy holder's nor the beneficiary's right against the company can be made the subject of prosecution on the part of their creditors, cf., however, Section 117.

(2) If a life policy is assigned, the assignee's right can be made the subject of prosecution on the part or his creditors, unless the assignee is the wife or husband or the policy-holder, or the transfer has taken place without consideration. In that case the provision set out in Section 117 shall apply mutatis mutandis to the premium paid by the assignee, or - as respects the wife or husband to the consideration, which she or he has given in respect of the assignment.

Section 117.

If the policy holder becomes bankrupt, and it is found that within the three years last preceding the adjudication he has spent a disproportionally large amount in payment or premiums, considering his financial standing at the time of such payment, then the bankrupt estate shall be entitled to claim the company to pay the excessive amount into the estate, provided that it can be defrayed out of the surrender value of the assurance, or in the absence of such surrender value, out of the capital value of the paid-up policy, to which the policy holder would be entitled on the basis of the payments made.

(2) Should the policy moneys have become due without having been paid prior to the bankruptcy, or they fall due during the bankruptcy proceedings, then the estate, on the conditions stated in the 1st paragraph, shall be entitled to claim a corresponding portion or the policy moneys to be paid in to the estate.

(3) The before mentioned rules shall attach, notwithstanding whether a beneficiary has been nominated, and notwithstanding whether the policyholder has bound himself not to waive the nomination. If the beneficiary has given consideration for the nomination, he shall be entitled to have it returned out of the estate. If he has received payment of the policy

§ 114.

Udbetaling af forsikringssummen eller af genkøbsværdien eller bestemmelse om ændring i det bestående kontraktsforhold kan ikke gøres gældende overfor de i § 113 nævnte godtroende erhververe, medmindre retshandelen er indgået i god tro med den, der havde policen i hænde med formel lovlig adkomst, og policen enten er tilbageleveret selskabet eller har erholdt påtegning om det stedfundne.

§ 115.

Er en police udstedt eller senere transporteret til ihændeleveren, bliver denne ikke derved uden at oplyse sin adkomst legitimeret overfor selskabet til at oppebære forsikringssummen eller til i øvrigt at råde over forsikringen.

Stk. 2. Indsættelse af en begunstiget kan ikke ske ved en bestemmelse om, at forsikringssummen skal udbetales til ihændeleveren.

§ 116.

Hverken forsikringstagerens eller den begunstigedes ret overfor selskabet kan gøres til genstand for retsforfølgning fra deres kreditorers side, jfr. dog § 117.

Stk. 2. Er en livsforsikringspolice overdraget, kan hververens ret gøres til genstand for retsforfølgning fra hans kreditorers side, medmindre erhververen er forsikringstagerens ægtefælle, eller erhvervelsen har fundet sted uden vederlag. Bestemmelserne i § 117 finder i så tilfælde tilsvarende anvendelse med hensyn til de af erhververen betalte præmier eller - for ægtefællens vedkommende - med hensyn til det vederlag, denne måtte have erlagt for overdragelsen.

§ 117.

Kommer forsikringstageren under konkurs, og findes det, at han i løbet af de sidste 3 år inden fristdagen til betaling af præmier har anvendt et efter hans formue-tilstand på det tidspunkt betalingen fandt sted, uforholdsmæssigt stort beløb, kan konkursboet overfor selskabet forlange, at det for meget erlagte indbetales i boet, for så vidt det kan udredes af forsikringens tilbagekøbsværdi eller, såfremt en sådan ikke findes, af kapitalværdien af den fripolice, hvortil forsikringstageren ville have ret på grundlag af de stedfundne betalinger.

Stk. 2. Er forsikringssummen forfalden uden at være udbetalt inden fristdagen, eller forfalder den under konkursbehandlingen, kan konkursboet under de i 1ste stykke omhandlede betingelser forlange en tilsvarende del af forsikringssummen indbetalt i boet.

Stk. 3. Foranstående regler kommer til anvendelse, uanset om der er indsat en begunstiget, og uanset om forsikringstageren har forpligtet sig til ikke at tilbagekalde begunstigelsen. Har den begunstigede erlagt vederlag for indsættelsen, er han berettiget til af boet at kræve dette tilbage. Såfremt han har oppebåret forsikringssummen, kan boet gøre kravet gældende

moneys, the estate can set up the claim against him.

Annuity Assurance.

Section 118.

To annuities the provisions made for assurance with capital payment shall apply. Provided always that the company shall be discharged on payment to the annuitant designated or annuities due, so long as it is not aware that the title to the said annuities has been transferred to another person. This shall apply, even if the payment has not been endorsed on the policy.

(2) Is the person during whose life-time the annuity is to be paid, another than the policy-holder, he shall be deemed to have been nominated as beneficiary.

PART IV.

Personal Accident and Sickness Insurance.

Section 119.

Insurance can be effected against personal accident or sickness befalling the policy-holder himself or a third party.

Section 119 a.

The stipulation of Section 97 a on the policy holder's right to withdraw from life assurance contracts shall apply similarly for accident insurance and sickness insurance written in conjunction with life assurance.

Section 120.

If an accident or sickness included in the contract occurs during the currency of the insurance, the company shall also be liable for such injurious consequences as do not appear until later.

Section 120 a.

Where a sickness covered by the contract has occurred before the inception of the insurance the policy holder shall nevertheless be considered as if the sickness occurred during the insurance period, provided

- 1) results of the sickness become apparent or the sickness is first diagnosed during the insurance period, and
- 2) a medical doctor or other professional has submitted health information in connection with the issue of the insurance for the purpose of the company considering the implications of the sickness in question.

(2) Under the circumstances stated in paragraph 1 the company shall not be liable, however, if another company is liable for the damaging consequences occurred as mentioned in Section 120.

(3) Agreements contravening the stipulation in paragraph 1 may not be relied on by the company.

Section 121.

If during the period of insurance circumstances occur, which are distinctly and explicitly specified in the policy as involving an increase in the risk, and the person on whose life or health the insurance is

mod ham.

Renteforsikring

§ 118.

Ved renteforsikring kommer de for kapitalforsikring fastsatte regler til anvendelse. Dog frigøres selskabet ved udbetaling af forfaldne renteydelser til den opgivne rentenyder, så længe det ikke har fået kundskab om, at retten dertil er overdraget nogen anden. Dette gælder, selv om policen ikke har fået påtegning om udbetalingen.

Stk. 2. Er den, i hvis levetid renten skal betales, en anden end forsikringstageren, anses han at være indsat som begunstiget.

AFSNIT IV.

Ulykkesforsikring og sygeforsikring

§ 119.

Forsikring kan tegnes mod ulykke eller sygdom, der rammer forsikringstageren selv eller trediemand.

§ 119 a.

Bestemmelsen i § 97 a om forsikringstagerens ret til at træde tilbage fra aftaler om livsforsikring gælder tilsvarende for ulykkesforsikring og sygeforsikring, der tegnes i tilknytning til livsforsikring.

§ 120.

Indtræder en ulykke eller sygdom, som omfattes af aftalen, i forsikringstiden, hæfter selskabet også for sådanne skadelige følger, som først viser sig senere.

§ 120 a.

Er en sygdom, som omfattes af aftalen, indtrådt inden forsikringstidens begyndelse, stilles forsikringstageren, som om sygdommen var indtrådt i forsikringstiden, såfremt

- 1) følger af sygdommen viser sig eller sygdommen diagnosticeres i forsikringstiden og
- 2) en læge eller anden sagkyndig har afgivet helbredsoplysninger i forbindelse med forsikringens tegning med henblik på selskabets vurdering af den pågældende sygdom.

Stk. 2. I de i stk. 1 nævnte tilfælde hæfter selskabet dog ikke, hvis et andet selskab hæfter for de opståede skadelige følger efter § 120.

Stk. 3. Aftaler, der strider mod bestemmelsen i stk. 1, kan ikke påberåbes af selskabet.

§ 121.

Indtræder der under forsikringstiden omstændigheder, der i policen bestemt og tydeligt er angivet som fareforøgende og er den, på hvis liv eller helbred forsikringen er tegnet, vidende derom, er selskabet, så

effected, is cognisant thereof, the company shall be discharged from liability so long as those circumstances involve an increase of the risk, provided that it would have declined acceptance of the insurance, had the conditions brought about by the change existed at the time or the effecting of the insurance.

(2) Is it presumable that the company would have accepted the insurance, it shall be liable on the terms and to the extent to which it would have continued the insurance, had the increase or hazard been known to it. If the company would have limited its net retention to a wider extent by way or reinsurance, the compensation shall be reduced in proportion.

(3) The provisions of Sections 48 and 49, 2nd paragraph, shall apply with the necessary modifications.

(4) An agreement providing that an increase or risk shall discharge the company to a greater extent, shall have no legal effect. Provided that, instead of the provisions stated in the 2nd paragraph the application or a rule providing that the company shall only be liable to the extent to which the increase or risk has been without any influence on the happening of the insured event or the extent of the loss, may be agreed upon.

Section 122.

The provisions stated in Sections 102-106 shall apply mutatis mutandis to Personal Accident and Sickness Insurance.

Section 123.

Neither the policy holder's nor the assured's right against the company can be made the subject of legal prosecution on the part of their creditors.

Section 124.

Has the person on whose life or health the insurance is effected, wilfully or through gross negligence omitted to carry out the reasonable measures in the circumstances for the prevention of the happening of the insured event, or for the diminution of the extent of the same, or has he without valid reason omitted to observe the regulations imposed by the company in this respect, then the company shall not pay compensation for any loss, which may be held to be caused thereby. But this shall not apply, if the fulfilment of such regulations would involve an undue infringement of the right of free will of the person in question.

(2) It cannot validly be agreed that such omission shall entail legal effects in other cases or to a greater extent than stated in the foregoing.

PART V.

Coming into force, Transitional rules and penal rules.

Section 125.

This Act is to come into operation on the 1st day of January, nineteen hundred and thirty-two.

Section 126.

To a contract of insurance made before the commen-

længe dette medfører en fareforøgelse, frit for ansvar, hvis det ikke ville have overtaget forsikringen, såfremt de ved ændringen hidførte forhold havde foreligget ved forsikringens tegning.

Stk. 2. Må det antages, at selskabet ville have overtaget forsikringen, hæfter det på de vilkår og i det omfang, i hvilket det mod den aftalte præmie ville have bibeholdt forsikringen, om fareforøgelsen var det bekendt. Ville selskabet ved genforsikring i videre omfang have begrænset sit ansvar for egen regning, nedsættes erstatningen i samme forhold.

Stk. 3. Bestemmelserne i §§ 48 og 49, 2det stykke, finder tilsvarende anvendelse.

Stk. 4. Aftale, hvorefter fareforøgelse i videre omfang skal frigøre selskabet, er uden retsvirkning. Dog kan det vedtages, at i stedet for det i 2det stykke bestemte, den regel skal gælde, at selskabet kun er ansvarligt i det omfang, fareforøgelsen har været uden indflydelse på forsikringsbegivenhedens indtræden eller skadens omfang.

§ 122.

Reglerne i §§ 102-106 finder tilsvarende anvendelse ved ulykkesforsikring og sygeforsikring.

§ 123.

Hverken forsikringstagerens eller den sikredes ret overfor selskabet kan gøres til genstand for retsforfølgning fra deres kreditorers side.

§ 124.

Har den, på hvis liv eller helbred forsikringen er tegnet, forsætlig eller af grov uagtsomhed undladt at foretage de efter omstændighederne rimelige foranstaltninger til forebyggelse af forsikringsbegivenheden eller til formindskelse af dennes omfang eller uden gyldig grund ikke efterkommet de forskrifter, som selskabet i så henseende har givet ham, svarer dette ikke for den skade, som kan antages foranlediget derved. Dette gælder dog ikke, for så vidt opfyldelsen af selskabets forskrifter ville medføre et utilbørligt indgreb i den pågældendes selvbestemmelsesret.

Stk. 2. Det kan ikke med retsvirkning aftales, at undladelsen skal have retsfølger i andre tilfælde eller i videre omfang end ovenfor nævnt.

AFSNIT V.

Gennemførelses-, overgangs- og straffebestemmelser

§ 125.

Denne lov træder i kraft den 1. januar 1932.

§ 126.

På en forsikringsaftale, der er indgået, inden loven

cement of this Act the Act shall apply as from the first day thereafter, on which the contract could be terminated by the company by notice as stipulated in the contract, of from which it is renewed in pursuance of Section 84.

(2) To the Fire Insurances on buildings being subject to the supervision of the Department of Justice the Act shall apply from the time determined by the Department of Justice, but not later than one year after the commencement of the Act.

Section 127.

The provisions of Sections 26 and 27 shall apply in every case, where the circumstance giving rise to the legal effects specified in these provisions, occurs after the coming into force of the Act.

Section 128.

The provision of Section 29 shall apply to the contracts of insurance made before the commencement of the Act; provided always, that the time limits stated in Section 29 are to take effect as from the commencement of the Act, unless, in pursuance of the legislation hitherto in force, the limitation would have occurred earlier.

Section 129.

The provision of Section 34 shall apply, where the insured event, in consequence of which the provision is pleaded, happens after the commencement of the Act.

Section 130.

The rules relating to beneficiaries in connection with Life-, Accident- and Sickness-Insurance, laid down in this Act, shall apply in every case, where the beneficiary is nominated after the coming into operation of the Act.

Section 131.

The provision set out in Section 115 shall apply, where a Life-Assurance Policy issued prior to the commencement of the Act is assigned after that time to holder.

Section 132.

The provisions of Sections 116 and 123 shall apply in every case, where the legal proceedings are not instituted before the coming into force of the Act. The provision contained in Section 117 shall apply, if the bankruptcy occurs after the said time.

Section 133.

Provisions contained in other enactments involving a wider protection of the policy holders' or the assured's rights than the corresponding provisions in this Act, shall remain in force.

(2) The following enactments are hereby repealed as from the commencement of this Act: - Section 27 of Act relating to Bankruptcy, etc., March 25th, 1872; cf. with respect to the Faroe Islands Ordinance No. 72, May 2nd, 1902; and Sections 230-266 of the Merchant Shipping Act, April 1, 1892; cf. Government Order No. 108, April 13. 1929, and, with respect to the Faroe

træder i kraft, finder loven anvendelse fra den første derefter indtrædende dag, til hvilken aftalen med kontraktmæssigt varsel af selskabet kunne være bragt til ophør, eller fra hvilken den fornys i medfør af § 84.

Stk. 2. For de under justitsministeriets tilsyn værende bygningsbrandforsikringer finder loven anvendelse fra det tidspunkt, som justitsministeren fastsætter, dog senest 1 år efter lovens ikrafttræden.

§ 127.

Bestemmelserne i §§ 26 og 27 finder anvendelse i alle tilfælde, hvor det forhold, der medfører de i disse bestemmelser angivne retsvirkninger, indtræder efter lovens ikrafttræden.

§ 128.

Bestemmelsen i § 29 kommer til anvendelse på de før lovens ikrafttræden indgåede forsikringsaftaler, dog at de i § 29 ommeldte frister regnes fra lovens ikrafttræden, medmindre forældelsen efter den hidtil gældende ret ville være indtrådt tidligere.

§ 129.

Bestemmelsen i § 34 kommer til anvendelse i alle tilfælde, hvor den forsikringsbegivenhed, i anledning af hvilken bestemmelsen påberåbes, indtræder efter lovens ikrafttræden.

§ 130.

De i loven for livs-, ulykkes- og sygeforsikring givne regler om begunstigede kommer til anvendelse i alle tilfælde, hvor den begunstigede er indsat efter lovens ikrafttræden.

§ 131.

Bestemmelsen i § 115 finder anvendelse såfremt en livsforsikringspolice, der er udstedt, forinden loven træder i kraft, efter dette tidspunkt transporteres til ihændehaven.

§ 132.

Bestemmelserne i §§ 116 og 123 finder anvendelse i alle tilfælde, hvor retsforfølgningen ikke er påbegyndt forinden lovens ikrafttræden. Bestemmelsen i § 117 finder anvendelse, såfremt konkursen indtræder efter nævnte tidspunkt.

§ 133.

Bestemmelser i andre love, der medfører en videregående betryggelse af forsikringstagernes eller de sikredes ret end de tilsvarende bestemmelser i denne lov, forbliver i kraft.

Stk. 2. Fra denne lovs ikrafttræden ophæves § 27 i lov af 25. marts 1872 om konkurs m.m., jfr. for Færøernes vedkommende anordning nr. 72 af 2. maj 1902, samt §§ 230-266 i sølov af 1. april 1892, jfr. bekendtgørelse nr. 108 af 13. april 1929, og for Færøernes vedkommende anordning nr. 203 af 4. november 1892. Endvidere bortfalder, hvad der i øvrigt i lovgivningen måtte

Islands, Ordinance No. 203. November 4., 1892. Further anything else contained in the law being at variance with the provisions of this Act is hereby repealed

Section 134

The company's breach of Sections 3 a and 34 b, paragraph 1, is punishable by fine. Also punishable by fine is a company that is found guilty of gross or more frequently repeated breach of

- 1) the duty to give information of the withdrawal right according to Sections 34 d – 34 f or
- 2) the information duty according to Sections 34 e, paragraph 1, no. 10, 34 e, paragraph 3, cf. Section 34 e, paragraph 1, no. 10, and Section 34 f, paragraph 1, cf. Section 34 e, paragraph 1, no. 10.

(2) A company etc. (legal entities) may be subject to criminal liability pursuant to the stipulations of the Penal Code, Chapter 5.

være stridende mod denne lov.

§ 134.

Forsikringselskabets overtrædelse af § 3 a og § 34 b, stk. 1, straffes med bøde. Med bøde straffes endvidere det selskab, der gør sig skyldig i grov eller oftere gentaget overtrædelse af

- 1) pligten til at give oplysning om fortrydelsesretten efter §§ 34 d-34 f eller
- 2) oplysningspligten efter § 34 e, stk. 1, nr. 10, § 34 e, stk. 3, jf. § 34 e, stk. 1, nr. 10, og § 34 f, stk. 1, jf. § 34 e, stk. 1, nr. 10.

Stk. 2. Der kan pålægges selskaber m.v. (juridiske personer) strafansvar efter reglerne i straffelovens 5. kapitel.