Ankenævnet
for
Forsikring

Den 27. september 2023 blev i sag nr. 98947:

xxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxx

mod

GF-Forsikring A/S
Jernbanevej 65
5210 Odense NV

afsagt

k e n d e l s e :

____

Forsikringstageren har landboforsikring. I klageskema af 10/11 2022 til nævnet har klageren bl.a. anført:

> "**Kort redegørelse for sagen**
> There was a bad accident on July, 5, 2022, which damaged our 'Udhus' on our property. We saw the damage of accident on July 8, when we arrived from [andet land].
>
> … came for GF Forsikring the same afternoon. After that … examined our 'Udhus' and wrote an 'Overslag' to us (dated August 22, 2022) with Total: 40.878,75. Paying, if a company will take over: Selvrisiko: -3.172,00, Afskrivning: -7.624,38, Erstatningsbeløb: 30.082,37. We found after cutting of the trees and bushes in front of the 'Udhus', more damages, which we transfered with photos to …. We receveid a new 'Overslag', dated September, 12, 2022, sendet on October 5, 2022, with Total: 46.028,75. Paying, if a company will take over: Selvrisiko: -3.172,00, Afskrivning: -8.608,13, Erstatningsbeløb: 34.248,62. We asked several times for why there is a difference of almost 12.000; the insurance, namely …, never answered the several questions to the diffence of Afskrivning: -8.608,13. Then GF wrote us, that they will close the cause. We vetoded, because of not have been answered our questions, not understanding the accounting and also, because the 'Udhus' is full with stuff, we cannot see, if there are more damages inside the house. With the last e-mail … wrote, that the insurance will take over the Selvrisiko: -3.172,00 and claim that to the causer of the crash, but we never received an answer on our request of the difference with 8.608,13. We wondered about the difference, because most of the parts before totalling had a depreciation already made. Then they offered us for repairing the damages ourselves in the beginning an amount of Kontanterstatning i alt 24.259 kr., Selvrisiko -3172 kr., Kontanterstanting til udbetaling 21.087 kr., which is less then the half of the Total coming from … for the work (46.028, 75). Also, they offered us the same amount of money after the first 'Overslag' (e-mail dated October 3, 2022) - it did not increase after growing of the Total to 46.028,75. That we do not under-

stand as well. After complayning from us for repeated times about taking down money from the Total and that we do not understand, why this is happening and asking for repeated times, why this is happening, they still not answered our questions. GF - … - wrote us then with the last e-mail, they would pay the Selvrisiko to us. We exchanged about 15 e-mails (please see attachments); receiving no answers to our complaints and questions. That is, why we come to this arbitration board now, asking for help.

Hvad vil du konkret opnå hos selskabet?
We would like to know, why GF wants to take down -8.608,13 from the Total. And we would like to know, why GF wants to take down another amount, in this moment another 10.000 kr., if we would like to repair that ourselves. The costs for building material are the same - and they do not get cheaper. Working time - so in human ressources - are valuble anyhow.

So altogher: Why wants to cut GF the Total for the moment 46.028,75 almost into half if we work on it in on our own? And in that: Why want they do take down a depreciation of a total, in which they already have deducted from material costs old to new? Why does GF not answer our questions on those parts, asked in several e-mails again?

And because of maybe later still popping up damages, we do not want, that GF closes the cause."

Selskabet har i brev af 17/1 2023 til nævnet bl.a. redegjort for sagsforløbet og afgørelsen således:

"Vi har modtaget Ankenævnet for Forsikrings brev af 19. december 2022 med kopi af klageskema og klagebrev fra vores medlem.

Indledningsvis bekræftes at [klageren] har tegnet Landbo Forsikring hvor forsikringsbetingelser nr. 70-2 er gældende.

Klagen vedrører selskabets opgørelse af erstatning til dagsværdi samt opgørelse af kontanterstatning til eget arbejde.

Sagsfremstilling
Medlemmet klager over vores opgørelse af erstatning efter påkørsel af udhus. Erstatningen opgøres til dagsværdi jf. betingelserne. Endvidere klager medlemmet over vores opgørelse af kontanterstatning såfremt medlemmet ønsker at udbedre skaden selv. Vi honorerer eget arbejde med 100 kr. i timen.

Den beskadigede bygning er indtegnet på følgende betingelser:
Dagsværdisum: 200.000 kr.
Restværdi: 80%
Dækninger: Brand og kasko
Selvrisiko: 3172 kr.

Gennemgang af sagen
Medlemmet anmelder skaden telefonisk d. 8. juli 2022 – pga. vanskeligheder omkring forståelsen af hvad der er sket, fremsender vi bilag 1 på tysk hvor vi beder medlemmet oplyse, hvad der er

sket. Samme dag taler vi med en bekendt til vores medlem som nærmere oplyste os hvad der var sket. På den baggrund sendte vi sagen til besigtigelse ved vores taksator ... Taksator igangsatte indhentning af tilbud på udbedring d. 11. juli 2022 ved vores håndværker ...

Jf. policens indtegning til dagsværdi bliver følgende afskrivninger lagt ind på sagen:
Murværk minus 20%
Stålplader på væg minus 25 %
Tageternit/asbest minus 49%
Stålrør ved vej minus 10 %
Postkasse ingen afskrivning.

Overslaget på udbedring af skaden blev fremsendt d. 22. juli 2022 til vores medlem. Overslaget har
medlemmet også indsendt til klagesagen i Ankenævnet. Medlem gør herefter opmærksom på, at der var yderligere skader efter at buskads omkring udhuset var fjernet. Vi fremsendte derefter nyt overslag d. 12 september 2022 – se bilag 2

Medlemmet, via medlemmets bekendte, vendte tilbage til vores håndværkstaksator d. 3. oktober 2022 med oplysning om at han ønskede en kontanterstatning da de vil lave arbejdet selv. Vi fremsendte opgørelse til kontanterstatning samme dag – se bilag 3

Ved opgørelse af kontanterstatning omregnes håndværkertimer til egne timer - i alt 59 timer omregnes til 89 timer X 100 kr. = 8900. Vi omregner håndværkers antal af timer med x 1,5 da medlemmet ikke kan udføre arbejdet lige så hurtigt som en fagmand.

Der er tidligere i Ankenævnet taget stilling til at eget arbejde honoreres med 100 kr. i timen

Der foretages alene afskrivning på materialerne i henhold til dagsværdien. Der afskrives ikke på eget arbejde.

D. 31.oktober skriver vores taksator … til medlemmet at vi kan afregne selvrisikoen til medlemmet og kan derfor hæve kontant erstatningen til kr. 24.259. Selskabet vil derefter opkræve selvrisikoen sammen med kravet mod bilforsikringen. [Taksator] forsøger telefonisk kontakt d. 10. november for opfølgning, men uden held.

Konklusion
Efter gennemgang af sagen fastholder selskabet den tidligere opgørelse af erstatningen.

Vi ligger til grund, at vi er berettiget til at opgøre skaden til dagsværdi i henhold til den tegnede polices vilkår. Samt at eget arbejde afregnes med 100 kr. i timen jf. Ankenævns praksis.

Vi afventer herefter nævnets afgørelse."

Klageren har i brev af 12/2 2023 til nævnet bl.a. anført:

"We have been asked to remark the letter from GF dated January 17, 2023.

We actually do not now exactly, how to remark the statement from GF. We still do not understand, why there is the difference of 8.608,13, that GF takes down with Afskrivning from amount of 46.028,75. We still do not know, why the half the total of 46.0285,75, if we would do the repair ourselves to 21.087 DKK (+3.172 Selfsrisiko (Total 24.259), that they later then wrote, we would not need to pay – which we took granted from the beginning; we did not understand why we should pay the Selfsrisiko at al). We still do not understand, why the amount of 21.087 DKK did not increase after we remarked new damage at our Udhus at end of August, after cutting trees and bushes around the Udhus of. And we hope it is not right to remark one working hour on my own with DKK 100 instead of DKK 405 from …, how it is written in the letter from GF, and if so, why then it is just 1,5 times to count. I did work at … for 25 years, also as a ... After that I have been working in a … for almost 15 years, I am experienced with that work, I have been working with … – I have been planning and … and I learned the … – I ... I am also experienced with ... Before that work I have been jobbing in 2 years in ... I have in my life ... I … and with them … My working hour should increase to the working hour for example of a Plummer assistant, because I hand more than one trade.

We cannot find out the positions, which are on the sreenshot from GF or in the e-mail from October 3, 2022, from GF to us in the overslag from startdato 08.08.2022. It is not comparable to us. Also – if we minus from total 46.028,75 the working times with all together 23.895 DKK and plus the working hours with 89 x DKK 100 in total DKK 8.900 – which we still hope, that are not counted right for repairing ourselves - we get an amount of 31.033,75 for materials + working hours ourselves (and we do not understand the DKK 24.529, which offered us GF). We still do not know why GF wants to take down another 8608,13 from Total 46.028,75 and there is still no answer for that in the letter. The whole matter is completely intransparent to us. We asked several times the same questions: Why do you take down an Afskrining of 8608,13 of a total, where already have been made a deprivation for material positions (still no answer), why did the total of the amount which have been offered to us, which itself is not comprehendible to us, did not increase after totaling the amount of Overslag new, after finding new damages (and maybe still will find new damages, because the Udhus is full of stuff at the moment inside)? Why is the offer almost the half of the Overslag from … from August 2022? And now newly: is it right to take down working hours just into a quarter of the total of …, and if so, why then just count the working hours into just 1,5 to the professional – we do see a disparity coming up.

All of it in total is still intransparent to us – we do not understand at all, why the amount of payment to us, if we would go for repairing ourselves should be almost halved. From our sight there should not be a deprecation at all from the Overslag from … totaling DKK 46.028,75.

We ask for your help – and please excuse our late letter – we did not get it right, that we had to answer at all, because we thought, everything in in the correspondence from GF and us. But we hope, this made it a little more transparent to you.

Thank you for supporting this matter."

Selskabet har i mail af 22/2 2023 til nævnet bl.a. anført:

"Vi har ikke yderligere kommentar ud over at honorar for eget arbejde opgøres med 100 kr. i timen jf. tidligere Ankenævns praksis. Vi kan således ikke afregne håndværker timepris, hvis arbej-

> det ikke udføres på regning. Opgørelse til dagsværdi er foretaget ud fra vurdering af de enkelte bygningsdeles alder og stand."

Klageren har i brev modtaget af nævnet 16/3 2023 bl.a. anført:

> "We have been asked to remark the letter from GF dated February 24, 2023.
>
> We have up till now received no offsetting for the parts buildings 1 to 7, for example Udhus from 1970 – no offsetting. So we do not know, which depreciation can be made for the Udhus. We did write in another matter (storm damage from 20230212, whom GF also do not want to regulate), that we would like to get the exact monetary details of all individual parts of the Udhus, for example the roof. The Udhus is - please see attachment position 20 – insured with 80% of the new value with 200.000 DKK. The answer of the insurance to that damage is: Det kan ikke svare sig at benytte forsikringen på, da pladerne er over 30% forringet . Det vurderes at pladerne , har 20 % rest levetid og derfor afskrives med 80 % - please see attachment from GF to that damage – they even did not make an listing of costs.
>
> Like in all documents before handed in, we still have not answer to our questions:
> We actually do not now exactly, how to remark the statement from GF. We still do not understand, why there is the difference of 8.608,13, that GF takes down with Afskrivning from amount of 46.028,75. We still do not know, why the half the total of 46.0285,75, if we would do the repair ourselves to 21.087 DKK (+3.172 Selfsrisiko (Total 24.259), that they later then wrote, we would not need to pay – which we took granted from the beginning; we did not understand why we should pay the Selfsrisiko at al). We still do not understand, why the amount of 21.087 DKK did not increase after we remarked new damage at our Udhus at end of August, after cutting trees and bushes around the Udhus of. And we hope it is not right to remark one working hour on my own with DKK 100 instead of DKK 405 from [selskabets netværkshåndværker], how it is written in the letter from GF, and if so, why then it is just 1,5 times to count.
>
> I did work at … for 25 years, also as a ... After that I have been working in a … company … for almost 15 years, I am experienced with that work, I have been working with … – I have been … and I learned the … – I ... I am also experienced with the work from a … in the ... Before that work I have been jobbing in 2 years in a … and have been … My working hour should increase to the working hour for example of a Plummer assistant, because I hand more than one trade.
>
> We cannot find out the positions, which are on the sreenshot from GF or in the e-mail from October 3, 2022, from GF to us in the overslag from startdato 08.08.2022. It is not comparable to us. Also – if we minus from total 46.028,75 the working times with all together 23.895 DKK and plus the working hours with 89 x DKK 100 in total DKK 8.900 – which we still hope, that are not counted right for repairing ourselves - we get an amount of 31.033,75 for materials + working hours ourselves (and we do not understand the DKK 24.529, which offered us GF). We still do not know why GF wants to take down another 8608,13 from Total 46.028,75 and there is still no answer for that in the letter. The whole matter is completely intransparent to us. We asked several times the same questions: Why do you take down an Afskrining of 8608,13 of a total, where already have been made a deprivation for material positions (still no answer), why did the total of the amount which have been offered to us, which itself is not comprehendible to us, did not increase after to-

taling the amount of Overslag new, after finding new damages (and maybe still will find new damages, because the Udhus is full of stuff at the moment inside)? Why is the offer almost the half of the Overslag from [selskabets netværkshåndværker] from August 2022? And now newly: is it right to take down working hours just into a quarter of the total of [selskabets netværkshåndværker], and if so, why then just count the working hours into just 1,5 to the professional – we do see a disparity coming up.

All of it in total is still intransparent to us – we do not understand at all, why the amount of payment to us, if we would go for repairing ourselves should be almost halved. From our sight there should not be a deprecation at all from the Overslag from [selskabets netværkshåndværker] totaling DKK 46.028,75.

We ask for your help – and please excuse our late letter – we did not get it right, that we had to answer at all, because we thought, everything in in the correspondence from GF and us. But we hope, this made it a little more transparent to you.

Selskabet har I mail af 26/5 2023 til nævnet bl.a. anført:

"Afskrivningen på de enkelte bygningsgenstande er foretaget ud fra F&P's levetidstabeller, samt en vurdering ud fra alder og stand.

I den forbindelse kunne murværk og stålplader været afskrevet med væsentligt højere procentsats.

Dette er dog ikke gjort i denne skade, idet man har vurderet den konkrete stand.

Der er i sagen ikke udarbejdet en egentlig taksator rapport, jeg henviser til de allerede indsendte bilag i forhold til opgørelse."

Klageren har i brev af 15/6 2023 til nævnet bl.a. anført:

"We have been asked to remark the letter from GF dated May 26, 2023.

The insurance company inspected the building and valued the udhus at 200,000 DKK on the cut-off date of 31.05.2022 for the conclusion of insurance after inspection, we asked on 16.03.2023 to value the building/parts of the building (see email of 16.03.2023). We have again not received a satisfactory answer (see answer GF of 27.03.2023). No breakdowns have been made. Once again, our questions are not specifically addressed. Please see the correspondence attached.

[Selskabets netværkshåndværker] did not write off more than 49% on materials at the 08/08/2022 overslag. How does GF come to want to take 80% depreciation? It bites more and more that experts from the trade like [Selskabets netværkshåndværker], who was commissioned by GF, make a depreciation of 0, 10, 20, 25 and 49 %, but by no means 80 %? It is clear to us that, according to the insurance company's valuation, the building was valued a year ago and it cannot be that parts of the building - obviously including the outer roof cladding - are depreciated at 80 %, and would therefore like to know from GF which parts of the building are valued and how high. This means that the rest of the building - without the outer roof skin - including the restoration

> costs is valued at how much of the DKK 200.000 or is replaced in the event of damage? We would like to point out again that we are not to blame for this accident and that it cannot be that we have to bear any costs. The full costs of restoring the damage caused by the accident must be paid 100% by the party responsible for the accident. It is also the case that GF wanted us to pay the excess and only refrained from doing so after we insisted several times. We ask you to send an assessor from you. We have carried out various clean-ups and other work to identify further accident damage. If you wish, we will make a statement in order to have the work time and costs incurred appropriately compensated in addition to the payment. Thank you for supporting this matter."

Selskabet har i mail af 21/7 2023 til nævnet bl.a. anført:

> "Vi har ikke yderligere kommentar til den for Ankenævnet indbragte sag.
>
> Afslutningsvis bemærker vi at klagers indsendte bilag dateret d. 16/3-2023 ikke vedrører denne sag men skadenr. … (stormskade) og hvilket klager har modtaget svar på deres spørgsmål omkring."

Nævnet har fået forelagt bilag fra sagen. Uddrag af bilagene gengives nedenfor. Af selskabets "overslag på reparation" fremgår bl.a.:

Arbejdet omfatter

rep af skader på murværk incl montere mursten indv igen og rep
maling af gavl efter flg. fra hjørne til hjørne
udskifte de 3 +3 skadet tagplader på facade (forbehold for de kan skaffes endnu i denne form)
1 stk nedløb skadet
udskifte de tagplader der er skadet
montage af eks stålrør igen

montere postkasse som eks Allux pakkepostkasse - 600 - Sort Inkl. fod

Forsikringstagers deltagelse

afklares

Generelle aftaler (herunder kontanterstatning)

nej

Kontanterstatning

Rapport

Tekst	Antal	Enhedspris	Total	Afskrivning (ex. moms)
rep af facade mur	10 timer	405,00	4.050,00	-810,00 (20,00%)
Materialer	1	400,00	400,00	-80,00 (20,00%)
opsætte postkasse	8 timer	405,00	3.240,00	-0,00 (0,00%)
post kasse leveret	1	2.478,00	2.478,00	-0,00 (0,00%)
montage af stålrør ved vej	8 timer	405,00	3.240,00	-324,00 (10,00%)
udskifte tagpalder på tag der er beskadiget	12 timer	405,00	4.860,00	-1.215,00 (25,00%)
B5 tagplader til tag	5	350,00	1.750,00	-857,50 (49,00%)
hjælpe materialer	1	200,00	200,00	-98,00 (49,00%)
asbest affald	1	800,00	800,00	-392,00 (49,00%)
udskifte 3 stk stålplader på facade	8 timer	405,00	3.240,00	-810,00 (25,00%)
stålplade og 1 nedløb afsat	1 stk	5.000,00	5.000,00	-1.250,00 (25,00%)
rep 1 stk rude i vindu i udhus	3 timer	405,00	1.215,00	-0,00 (0,00%)
materialer	1	300,00	300,00	-0,00 (0,00%)
maling af gavl efter murer rep fra hjørne til hjørne	10 timer	405,00	4.050,00	-810,00 (20,00%)
1 spand murmaling	1	1.200,00	1.200,00	-240,00 (20,00%)
1 div affald uden asbest	1	800,00	800,00	-0,00 (0,00%)

Subtotal: 36.823,00	Moms: 9.205,75	**Total: 46.028,75**

Selvrisiko:	-3.172,00
Afskrivning:	-8.608,13
Erstatningsbeløb:	34.248,62

"

"

Af selskabets besked til klageren af 3/10 2022 fremgår bl.a.:"Jeg har talt med … fra …, som oplyser at i selv ønsker at lave arbejdet og så få skaden kontanterstattet.

Opgørelse kontanterstatning …

Udgift	antal	beløb	afskrivning	beløb
Timer	89	100		8900
Affald	1	1600		1600
postkasse + hjælpematerialer	1	2878		2878
Tagplader og hjælpematerialer	5	2437,5	49%	1243
Stålplade med nedløg	1	6250	25%	4688
Maling	1	1500	20%	1200
Hjælpematerialer	1	375		3750
Kontanterstatning i alt				24.259 kr.
Selvrisiko				-3172 kr.
Kontanterstanting til udbetaling				21.087 kr.

Af forsikringsbetingelserne fremgår bl.a.:

"**8.2.5 Dagsværdisum – Øvrige bygninger**
Erstatningen fastsættes til det beløb, som det på skadestidspunktet vil koste at genoprette det beskadigede på samme sted og med samme byggemåde.

Der foretages fradrag i erstatningen for såvel værdiforringelse på grund af slid og alder, som for nedsat anvendelighed og andre omstændigheder.

Erstatningen kan maksimalt udgøre den i policen fastsatte forsikringssum med senere indeksregulering. Underforsikring gøres ikke gældende.

Erstatningen kan ikke baseres på dyrere byggematerialer end dem, der er anvendt i den beskadigede bygning. Der kan dog højst blive anvendt priser for byggematerialer og byggemetoder, der er almindeligt brugt på skadestidspunktet.

Der tages ved erstatningens fastsættelse hensyn til ændring af byggepriser, der måtte finde sted inden for normal byggeperiode regnet fra skadestidspunktet.

Beskadigelse udelukkende af kosmetisk art samt farveforskelle mellem erstattede genstande og de
resterende genstande erstattes ikke. Det gælder selvom, det ikke er muligt at skaffe samme materialer som de skadede.

Erstatningen for reparation eller reetablering af det skaderamte, kan ikke overstige det beløb GF Forsikring har accepteret.
…

> **8.16 Erstatningens udbetaling**
> **8.16.1 Erstatning til reparation eller genopførelse**
> Erstatning udbetales, når reparation eller genopførelse af det beskadigede har fundet sted.
> **8.16.2 Erstatning til fri rådighed**
> Anvendes erstatningen ikke til reparation eller genopførelse, udbetales den opgjorte erstatning kontant.
>
> Skaden erstattes til dagsværdi, det vil sige med fradrag for værdiforringelse på grund af slid, alder, nedsat anvendelighed og andre omstændigheder."

Nævnet udtaler:

Sagen vedrører selskabets erstatningsopgørelse i forbindelse med, at klagerens udhus er blevet påkørt.

Klageren har anført, at "we would like to know, why GF wants to take down -8.608,13 from the Total. And we would like to know, why GF wants to take down another amount, in this moment another 10.000 kr., if we would like to repair that ourselves. The costs for building material are the same - and they do not get cheaper. Working time - so in human ressources - are valuble anyhow. So altogher: Why wants to cut GF the Total for the moment 46.028,75 almost into half if we work on it in on our own? And in that: Why want they do take down a depreciation of a total, in which they already have deducted from material costs old to new? Why does GF not answer our questions on those parts, asked in several e-mails again? And because of maybe later still popping up damages, we do not want, that GF closes the cause".

Selskabet har opgjort kontanterstatningen til 24.259 kr. Selskabet har oplyst, at 59 håndværkertimer er omregnet til 89 timers eget arbejde i forbindelse med opgørelsen af kontanterstatningen, og at eget arbejde afregnes med 100 kr. i timen. Selskabet har anført, at "opgørelse til dagsværdi er foretaget ud fra vurdering af de enkelte bygningsdeles alder og stand", og at "afskrivningen på de enkelte bygningsgenstande er foretaget ud fra F&P's levetidstabeller, samt en vurdering ud fra alder og stand. I den forbindelse kunne murværk og stålplader været afskrevet med væsentligt højere procentsats. Dette er dog ikke gjort i denne skade, idet man har vurderet den konkrete stand". Selskabet har oplyst, at der ikke i sagen er udarbejdet en egentlig taksatorrapport.

Arbejdsløn

Efter en gennemgang af sagen finder nævnet, at selskabet som sket har været berettiget til at estimere tidsforbruget for klagerens eget arbejde til 89 timer og at fastsætte arbejdslønnen til 100 kr. i timen. Nævnet kan derfor ikke kritisere, at selskabet har opgjort erstatningen for klagerens eget arbejde til 8.900 kr.

Afskrivning

Nævnet bemærker, at der efter nævnets praksis kan foretages afskrivning, hvis en reparation forlænger bygningsdelens levetid, eller reparationen bevirker, at de fremtidige udgifter til sædvanlig vedligeholdelse af bygningsdelen reduceres. Opnår forsikrede slet intet som f.eks. ved partiel udskiftning af få tagplader, kan der ikke afskrives, da disse reparationer ikke forlænger bygningsdelens levetid eller i øvrigt medfører, at forsikrede opnår en forbedring ud over udbedringen af forsikringsskaden.

Selskabet har ikke redegjort nærmere for, hvilke reparationer der skal foretages eller hvilke betragtninger mv., der ligger til grund for afskrivningen. Da der efter det oplyste er tale om en påkørselsskade på en ejendom, finder nævnet det mest nærliggende at lægge til grund, at reparationerne i alt fald i det væsentlige er af en karakter, der ikke forlænger bygningsdelenes levetid eller træder i stedet for almindelig vedligeholdelse. Nævnet finder på denne baggrund, at selskabet på det foreliggende grundlag ikke har godtgjort at være berettiget til at foretage afskrivning. Selskabet har derfor været uberettiget til at nedskrive erstatningen med de angivne 8.608,13 kr.

Selskabet skal på denne baggrund genbehandle sagen og opgøre erstatningen i overensstemmelse med det oven for anførte.

Som følge heraf

b e s t e m m e s :

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Selskabet, GF-Forsikring A/S, skal anerkende, at det har været uberettiget til at foretage aldersafskrivning. Selskabet skal på denne baggrund genbehandle sagen og opgøre erstatningen i overensstemmelse med det oven for anførte.

I øvrigt får klageren ikke medhold.

Klagegebyret tilbagebetales

Svend Bjerg Hansen