1. **Contract**

1.1 Contract means the contract entered into by and between the insurer and the policyholder, on the basis of which

- the policyholder herewith undertakes to pay insurance premiums in the extent and pursuant to the procedure provided in the contract and
- the policyholder is entitled to the disbursements as pension for life on the terms and conditions and in the extent stipulated in the contract.
- the insurer herewith undertakes to disburse the sum insured in the cases and to the extent stipulated in the contract.

The cash value of the contract (accumulation reserve) is directly related to the value of the fund units; the investment risk rests with the policyholder.

1.2 These terms and conditions (hereinafter the terms), an insurance application signed by the policyholder, an insurance policy signed by the insurer, the valid price list confirmed by the insurer and other annexes to the contract form integral parts of the contract.

1.3 The contract shall be deemed signed upon the issue of the insurance policy, the date of issue of the insurance policy shall be deemed the conclusion date.

1.4 The policyholder shall have the right to withdraw from the contract within 14 days from the entry into the contract. In this case the insurer shall return the paid insurance premiums to the policyholder. In order to withdraw from the contract, the policyholder shall submit a respective written application to the insurer.

2. **Insurance policy**

is a document issued by the insurer confirming the conclusion of the contract.

3. **Insurer**

is Swedbank Life Insurance SE.

4. **Policyholder and insured person**

is a private person specified in the contract who concludes the Contract with the insurer and he/she shall be at least 18 years old upon the conclusion of the contract. Hereinafter specified in the contract as the policyholder.

5. **Beneficiary**

is (are) the person (persons) indicated in the contract to whom the insurer undertakes to pay the insurance indemnity upon occurrence of the insured event. The beneficiary shall be indicated in the insurance policy. The Policyholder is entitled to change the beneficiary at any time, notifying the insurer of the change in writing.

6. **Insured event**

is the death of the insured person during the effective term of the insurance cover.

7. **Insurance cover**

is the insurer's contractual liability, consisting in an obligation of the insurer arising upon the occurrence of an insured event to pay the insurance indemnity in the extent, under the conditions and pursuant to the procedure provided for in the contract.

7.1 Insurance cover shall commence from the date of entry into force of the contract indicated on the insurance policy at 00:00. Insurance cover shall apply 24 hours a day and in the whole world.

7.2 Insurance cover shall expire upon the occurrence of any of the following terms:

a) on the first day of pension disbursements at 24:00;
b) on the date of termination of the contract at 24:00;
c) in case of the policyholder's death.

8. **Insurance premium**

is any contribution made on the basis of this contract.

8.1 The policyholder shall be obliged to pay the first insurance premium no later than within 14 days starting from the coming into force of the contract. The next insurance premiums will be paid at the time and in the amounts chosen by the policyholder. Minimum amounts of insurance premiums are established in the price list.

8.2 The payment schedule may be agreed upon in the contract, on the basis of which the insurer shall be entitled to submit payment claims based on direct debit order agreement to policyholder's current account. Automatic increase of insurance premium from the previous insurance premium in each following year of the contract may be also agreed upon in the respective payment schedule.

8.3 The insurance premium shall be deemed paid upon receipt of money in the current account of the insurer, if the exact reference number of the contract has been indicated in the payment order.
8.4 For the insurance premiums paid into the contract the insurer acquires fund units pursuant to the valid price list and contract investment structure.

9. **Investment strategy, investment structure**

9.1 Investment strategy (hereinafter: the strategy) is the package of funds (set) administered by the insurer; the determination of the selection of funds and percentage distribution (hereinafter: structure of strategy) shall be based on the goals of the strategy.

9.2 The policyholder selects from among the strategies offered the strategy, which suits best his/her risk tolerance.

9.3 The policyholder is always entitled to change the selected strategy.

9.4 Strategy structure changes every day pursuant to the dynamics of the return of funds included in the strategy.

9.5 The insurer shall be entitled to change the structure of the strategy (including both the selection of funds and percentage distribution) based on the strategy prospect at all times.

9.6 The investment structure of the contract is the structure of the strategy as agreed in the contract on the respective date that determines the division of insurance premiums and accumulation reserve between the investment funds as at the respective value day.

9.7 The prices of fund units and the procedure for the conduction of transactions are described in the price list.

10. **Accumulation reserve**

is the cash value of the contract that equals the sum of the market value of the set of fund units linked to the contract by the respective date and the unlinked insurance premiums.

10.1 The currency of the contract is the Estonian kroon. If the fund unit is quoted in any foreign currency, the insurer shall convert the price of the fund unit into Estonian kroons according to the exchange rates determined by Eesti Pank [The Bank of Estonia].

10.2 If dividends or interest are paid for the fund units linked to the contract, the amount of respective fund units in the contract is increased within the extent of these sums. In case no units of the fund having distributed dividends or interest are linked to the contract at the moment of increase, the sum added will be distributed proportionally with the distribution of the investment structure of insurance premiums between different fund units.

10.3 The policyholder shall take into consideration that the value of fund units may increase or decrease upon investment in fund units, and respectively the value of the accumulation reserve may increase or decrease.

10.4 The insurer shall not liable to the policyholder in case the fund or the authority supervising the fund suspends quotation of the price of fund units or conducting transactions with the fund units and therefore the insurer lacks the opportunity to calculate the market value of the accumulation reserve, buy or sell the fund units linked to the contract. The insurer shall be obliged to calculate the market value of the accumulation reserve for the contract as soon as possible when the information that serves as the basis for the calculation becomes known to it.

11. **Contract fees**

11.1 are the pecuniary sums that the insurer is entitled to deduct from the contributions made by the policyholder and accumulation reserve pursuant to the terms and according to the procedure stipulated in the price list.

11.2 In order to deduct contract fees from the accumulation reserve, the insurer sells the fund units linked to the contract.

12. **Insured event**

is the death of the insured person during the effective term of the insurance cover.

13. **Insurance indemnity, disbursement of insurance indemnity**

Insurance indemnity is the amount of money that the insurer shall pay to the beneficiary upon occurrence of the insured event unless otherwise provided in the contract.

In the first insurance year the amount of insurance indemnity shall be 100% of the value of the accumulation reserve and further 102% of the value of the accumulation reserve.

13.1 The beneficiary shall notify the insurer of the death of the insured person either personally or via third persons immediately after having learned about the death of the insured person. Until the notification of the death of the insured person and submission of the required documents the insurer shall not be obligated to make disbursements. In case the beneficiary deliberately fails to comply with the notification obligation or deliberately fails to submit the documents listed in clause 13.2, the insurer is relieved of the obligation to pay the insurance indemnity.

13.2 For making the payment of the insurance indemnity the beneficiary shall submit to the insurer the application and the following documents within 90 days from having learned of the death of the insured person:

- passport or any other identification document
- insurance policy
- transcript of the death certificate certified by a notary or local government.

13.3 The insurer undertakes to disburse the insurance indemnity within 30 days from submission of all documents provided in the contract. The insurer shall be entitled to prolong this term, if it has reasonable basis to doubt the correctness and/or sufficiency of the documents submitted for the disbursement.

13.4 Upon the death of the beneficiary within the period between the death of the insured person and disbursement, the contractual disbursement shall be made to the successors of the beneficiary unless otherwise agreed in the contract.

13.5 Upon simultaneous deaths of the insured person and beneficiary the successors of the insured person are entitled to receive the contractual disbursement unless otherwise agreed in the contract.

13.6 In case the payment is applied for in relation to the death of the beneficiary, the person entitled to receive the payment shall
submit the copy of the beneficiary’s death certificate notarised or certified by the local government.

13.7 The person entitled to receive the payment of the contractual basis shall perform the obligations of the beneficiary arising from this contract, if the beneficiary has not performed his/her obligations to the insurer by the moment of his/her death.

14. Partial withdrawal of money
14.1 The policyholder is entitled to perform partial withdrawal of money from the accumulation reserve based on respective application before the start of pension disbursements. In such case the insurer decreases the accumulation reserve by the amount disbursed (incl. income tax) and the respective service fee.

14.2 After the partial withdrawal of money the value of the accumulation reserve shall comply with the minimum amount established in the valid price list.

15. Disbursement of pension for life
15.1 The insurer undertakes to pay the policyholder pension for life not less frequently than once every three months starting from
- the term of disbursements established in the contract that shall not be earlier than 5 years from the conclusion of the contract and also not earlier than the 55th birthday of the policyholder or
- in case of total and permanent incapacity for work of policyholder.

15.2 For the disbursement of pension for life, the policyholder shall present to the insurer a respective application. On the basis of the mentioned application, the insurer and policyholder sign an agreement governing disbursements, establishing the initial day of pension disbursements, frequency of instalments and other terms of disbursements.

15.3 In case of total and permanent incapacity for work, the application indicated in clause 15.2 shall be accompanied by the certification issued by a competent person regarding the designation of such incapacity.

16. Obligations and exchange of information
16.1 Upon entering into a contract, the policyholder shall inform the insurer of all circumstances in regard whereof the insurer has requested information in writing.

16.2 The policyholder undertakes to notify the insurer during the term of the contract of the following:
   a) changes in the contact data of himself/herself and the insured person
   b) changes in his/her personal data.
   Such changes shall be added to the contract data.

16.3 The insurer is at any time entitled to request necessary information or obtain required additional evidence, incl. for the establishment of the insured event or obligation of the insurer, from the policyholder, insured person, beneficiaries and third persons.

16.4 All applications and notices related to the contract shall be submitted to the insurer in the way and form allowing for the identification of the person having submitted the application or the notice.

16.5 At least once a year the insurer shall make available to the policyholder a report regarding insurance premiums paid, accumulation reserve and insurance cover. The policyholder shall immediately notify the insurer in case he or she establishes an error in the extract of the contract or disagrees with the data provided in the extract.

16.6 The insurer notifies the policyholder of its notices and applications by sending a notice to the last postal address of the policyholder known to it. If the policyholder has changed his/her postal address without notifying the insurer thereof, all notices shall be deemed received in the period they would have reached the policyholder in case of ordinary transfer in case his/her postal address had not changed. The insurer shall be entitled to send a notice to the e-mail address of the policyholder or make the notice available by means of Swedbank’s Internet bank in case the policyholder has entered into a teleservices agreement with Swedbank AS. The delivery of the above notices shall be considered equivalent to sending a notice to the policyholder’s postal address.

17. Amendment of terms of contract
17.1 Amendment of the terms of contract shall be subject to the written agreement between the insurer and policyholder, unless otherwise specified in the contract.

17.2 In case the policyholder applies for the amendment of the terms of contract, s/he shall submit a corresponding written application to the insurer. The insurer shall be entitled to charge the policyholder service fee for the amendment of the contract pursuant to the fees established in the price list or to refuse from the introduction of amendments.

17.3 The insurer shall be entitled to amend the terms of the contract unilaterally in case the amendments result either from the changes in the legislation or requirements established by a supervisory agency or changes of the operations related to the investment funds. These amendments are allowed in case being needed for the protection of the interests of the policyholder or for improving his/her situation or they are required for the protection of the interests of the insurer and do not damage the interests of the policyholder in any substantial manner. The insurer shall notify the policyholder of any changes imposing more obligations or costs on the policyholder compared to the earlier period, by sending the respective notice to the policyholder at least 30 days before entry into force of the changes. The policyholder shall be entitled to cancel the contract upon disagreement with the changes by giving the insurer a written notice to such effect. If the policyholder fails to inform the insurer of the cancellation of the contract within 30 days from sending the notice regarding the changes, it shall be deemed that the policyholder has agreed to the changes.

17.4 In case the policyholder cancels the contract related to the circumstances listed in clause 17.3, the contract accumulation reserve from which the income tax withheld pursuant to the
procedure established by law has been deducted shall be disbursed to the policyholder.

17.5 The insurer shall confirm the amendment of the contract introduced upon the initiative of the policyholder as an annex to the contract.

18. Expiry and termination of contract

18.1 The contract shall expire upon the performance of the insurer’s obligations that arose during the term of the contract, unless otherwise specified in the contract.

18.2 The policyholder shall be entitled to cancel the contract by submitting a respective application to the insurer. The contract expires on the date specified in the application at 24:00, but not earlier than on the day following the submission of the application at 24:00.

18.3 In case the policyholder cancels the contract on the circumstances listed in clause 18.2, the accumulation reserve of the contract from which the contract fees according to the price list and the income tax withheld pursuant to the procedure provided in law have been deducted, shall be disbursed to the policyholder.

18.4 In case the accumulation reserve is insufficient for the coverage of contract fees, the insurer shall inform of the term for the payment of the required sums. In case the policyholder fails to make payments by the term thus notified to the extent necessary, upon the expiry of the additional deadline the insurer shall be entitled to cancel the contract by giving a one month’s prior notice.

18.5 The insurer shall be entitled to withdraw from the contract if the policyholder fails to pay the first insurance premium within 14 days after the entry into the insurance contract.

18.6 The insurer shall be entitled to withdraw from the contract if the policyholder fails to submit the information or submits incorrect information regarding material circumstances required in writing by the insurer upon the entry into the contract.

19. Regulation of disputes

19.1 Upon entry into and performance of the contract, the contracting parties shall be governed by the laws and other legislation of the Republic of Estonia.

19.2 Invalidity of any individual provision of the contract due to its contradiction with law shall not cause invalidity of the entire contract or other provisions of the contract.

19.3 Issues not regulated under the contract as well as any disagreements with regard to the performance or amendment, modification and correction of the contract shall be settled by means of negotiations between the parties. Upon failure to reach an agreement, the dispute shall be settled at the court of the location of the insurer.

20. Personal data

20.1 Swedbank Life Insurance SE shall be responsible for processing of personal data.

20.2 The insurer shall proceed in processing of personal data from the Principles of Processing of Customer Data in Swedbank, which the policyholder has the opportunity to examine at the Internet homepage of Swedbank located at www.swedbank.ee. The policyholder represents and warrants that s/he has examined them and consents to them.

21. The policyholder shall be entitled to request the correction of his/her personal data, information regarding the data processed regarding him/her and access thereto at