Life Insurance Terms and Conditions TE’2018

Term life insurance with accidental disability insurance

Approved by resolution of the Management Board of Swedbank Life Insurance SE

This is translation. In case of dispute the Estonian language terms and conditions are valid.

Effective as of 17.05.2018

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 insurer undertakes to disburse the sum insured in the cases and to the extent stipulated in the contract.

1.1. These terms and conditions (hereinafter the terms), an insurance application signed by the policyholder, an insurance policy signed by the insurer, health declaration, agreements regarding amendments to the contract and other applications and notices that are binding to the insurer and policyholder arising from the contract, form integral parts of the contract.

1.2. The policyholder shall submit an insurance application to the insurer. Accepting the life insurance risk, the insurer issues an insurance policy. The contract shall be deemed signed upon the issue of the insurance policy (the insurance policy may also be issued electronically), and the date of issue of the insurance policy shall be deemed the conclusion date. In case information in the insurance application submitted by the policyholder differs from the content of the insurance policy, the insurer shall indicate the differences in the insurance policy. The contract shall enter into force on the date indicated in the insurance policy.

1.3. The policyholder has 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 must submit a 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, Insured person** is a natural person who concludes the contract with the insurer and whose life is insured. The policyholder shall be at least 18 years old and no more than 50 years old upon the conclusion of the contract.

5. **Beneficiary** is (are) the person (persons) indicated in the contract to whom the insurer undertakes to pay the sum insured upon occurrence of the insured event under the conditions and pursuant to the procedure provided for in the contract. The policyholder shall be entitled to change the beneficiary at any time, notifying the insurer of the change in writing.

6. **Insurance cover** is the insurer's contractual liability, meaning an obligation of the insurer arising upon the occurrence of an insured event to pay the sum insured in the extent, under the conditions and pursuant to the procedure provided for in the contract.

6.1 The insurance cover shall start from the moment of issue of the insurance policy.

6.2 Insurance cover shall apply 24 hours a day and in the whole world.

6.3 The insurance cover shall expire:
   - On the date preceding the 55th birthday of the insured person at 24.00.
   - at 24:00 of the day of receipt by the insurer of the application for the termination of the contract.
submitted by the policyholder unless otherwise provided for in the contract.

7. **Interruption and restoration of insurance cover**

7.1. If the policyholder fails to pay the first insurance premium within 14 days following the payment date agreed upon in the contract, the insurance cover shall be interrupted on the 15th day at 00:00.

7.2. If the policyholder pays the first outstanding insurance premium, the insurance cover shall be restored at 00:00 of the day following the payment day.

7.3. In case of delaying the payment of the next insurance premiums, if the policyholder fails to pay the insurance premium within 30 days following the agreed payment date, the insurance cover shall be interrupted on the 31st day at 00:00.

7.4. In case of delaying the payment of the next insurance premiums, the insurance cover may be restored within 6 months following the expiry of the payment date. The insurance cover shall be restored if the policyholder pays the outstanding insurance premiums and also the insurance premium for the current calendar month within the period of time stipulated in this clause. The insurance cover shall be restored at 00:00 of the next day following the payment of the said premiums.

8. **Insured event** is the death of the insured person during the effective term of the insurance cover.

8.1. Death of the insured person resulting from the following causes shall not be deemed an insured event:

8.2. any disease within 12 months after the entry into the contract

8.3. suicide of the insured person within two years after the entry into the contract.

8.4. nuclear damage or other weapons of mass destruction;

8.5. state of war; participation of the insured person in the military operations or public disturbances; reserve training or obligatory military service in times of peace shall not be deemed a military operation.

8.6. Death of the insured person resulting from the following causes shall not be deemed an insured event:

8.7. driving a means of transport by the insured person in a state of intoxication;

8.8. unlawful deliberate action of the insured person.

9. **Sum insured** is the amount of money specified in the contract that the insurer undertakes to pay on occurrence of the insured event unless otherwise provided in the contract.

9.1. The sum insured is the amount of money, which equals 12-time average gross monthly salary for IV quarter disclosed to the insurer by Statistics Estonia. The sum insured shall be calculated once a year on the first of April, but no earlier than disclosed by Statistics Estonia.

9.2. In case of insured event caused by a traffic accident, the double sum insured that is fixed in the contract shall be paid out. In defining the term of traffic accident, the provisions of the Estonian Traffic Act shall be followed:

9.2.1. A traffic accident is an event in which an individual is killed as a result of at least one vehicle moving on or leaving a road.

10. **Insurance premium** is the amount of money that the policyholder shall pay to the insurer pursuant to the terms and conditions of the contract.

10.1. The principles of calculating insurance premium shall be stipulated in the contract.

10.2. The policyholder shall pay the insurance premiums on the payment dates agreed in the contract on the basis of a direct debit order agreement.

10.3. The policyholder undertakes to ensure sufficient funds on the payment date for the payment of the insurance premium in the current account specified in the direct debit order agreement. The insurance premium shall be deemed paid upon receipt thereof in the current account of the insurer, if the exact contract reference number has been indicated in the direct debit order agreement.

10.4. If the policyholder fails to pay the first insurance premium by the date indicated on the policy, the insurer may withdraw from the contract 30 days after the payment date, as long as the premium has not been paid.

10.5. In case the insurance premiums are not paid, the insurance cover shall be interrupted pursuant to clause 7.
11. **Disbursement of sum insured**

11.1. The sum insured is the disbursement under the contract.

11.2. 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 receipt of the notification of the death of the insured person and submission of the required documents the insurer shall not be obligated to disburse the sum insured. In case the beneficiary deliberately fails to comply with the notification obligation or deliberately fails to submit the documents listed in Clause 12.3, the insurer is relieved of the obligation to pay the sum insured.

11.3. For making the payment of the sum insured, the beneficiary shall, within 90 days from having become aware of the death of the insured person, submit to the insurer the application and the following documents:

- passport or any other identification document;
- insurance policy upon the insurer’s request;
- death certificate of the insured person;
- medical death notice;
- upon the insurer’s request, a copy of the medical history of the insured person;
- upon the violent death, suicide, sudden death or death resulting from an accident of the insured person, the resolution of the investigative body regarding the causes and circumstances of death;
- succession certificate(s) if no beneficiary has been appointed or the sum insured is subject to disbursement for some other reason to the successors of a policyholder or beneficiary.

11.4. The insurer undertakes to make the payment of the sum insured within five working days from the submission of all documents provided for in the contract unless otherwise 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 disbursement of the sum insured.

11.5. Upon a delay in the performance of a sum insured payout the Beneficiary may require the Insurer to pay interest on the delay (penalty for late payment) for the period as of the time the obligation falls due until conforming performance is rendered. The rate of penalty for late payment is the rate provided by law in Law of Obligations Act § 113 section 1.

11.6. If it becomes evident that the beneficiary has caused the insured event by committing an unlawful deliberate act, it shall be deemed that this beneficiary has not been appointed.

11.7. Upon the death of the beneficiary in the period of the death of the insured person and disbursement of the sum insured, the sum insured shall be paid to the successors of the beneficiary unless otherwise agreed in the contract.

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

11.9. In case the sum insured is applied for in relation to the death of the beneficiary, the person entitled to receive the sum insured shall submit the beneficiary’s death certificate.

11.10. The person entitled to receive the sum insured on 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.

12. **Obligations and exchange of information**

12.1. Upon entering into the contract, the policyholder shall inform the insurer of all circumstances in regard whereof the insurer has requested information in writing.

12.2. The policyholder undertakes to notify the insurer during the term of the contract of the following:

- changes in his/her contact data;
- changes in his/her personal data.

Such changes shall be added to the contract data.

12.3. The insurer shall be 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, beneficiaries and third persons.

12.4. 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.

12.5. 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 or her postal address without notifying the insurer thereof, all notices shall be deemed received at the time they would have reached the policyholder in case of ordinary transfer if his or her postal address had not changed. The insurer is entitled to send a notice to the policyholder's e-mail address if the policyholder has notified the insurer thereof or make the notice available to the policyholder through Swedbank's Internet-bank if the policyholder has made a contract on the use of the respective service with Swedbank AS. The sending of the above notices shall be deemed equal to the sending thereof to the policyholder's postal address.

13. Amendment of terms and conditions of contract

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

13.2. If the policyholder applies for the amendment of the terms and conditions of the contract, the insurer is entitled to establish a different insurance premium for the introduction of the amendment or to refuse from the introduction thereof.

13.3. The insurer shall be entitled to amend the terms and conditions of the contract unilaterally in case the amendments result from the changes in the applicable legislation or requirements established by a supervisory agency. These amendments shall be allowed in case being needed for the protection of the interests of the policyholder or for improving his or 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 amendments imposing more obligations or costs on the policyholder compared to the earlier period by sending a respective notice to the policyholder at least 30 days before entry into force of the amendments. The policyholder shall be entitled to cancel the contract upon disagreement with the amendments by giving the insurer 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 amendments, it shall be deemed that the policyholder has agreed to the amendments.

14. Expiry and early termination of contract

14.1. The contract shall expire on the last day of the period stipulated in the contract or when the insurer has performed its obligations prior to the expiry of the term of the contract, excluding the case when the contract stipulates otherwise.

14.2. The policyholder is entitled to cancel the contract by submitting an application and an identification document to the insurer. The contract shall terminate at 24:00 of the day when the application is received by the insurer.

14.3. If the policyholder fails to pay the premiums under the contract, the insurer shall notify the policyholder of the debt and determine a term for its payment. The insurer shall set out in the notice that if the policyholder fails to pay the due premiums by the end of the term specified in the notice, the contract shall be deemed cancelled. If the policyholder pays all due insurance premiums within 6 months following the occurrence of arrears and the insurance premium for the current calendar month and the insured event has not occurred before payment of the said insurance premiums, the contract shall not be deemed expired.

14.4. The insurer shall be entitled to withdraw from the contract if the policyholder fails to submit information or submits false information to the insurer in respect of material circumstances requested by the insurer in writing upon entry into the contract.

14.5. The insurer shall be entitled to cancel the contract if the policyholder submits the insurer deliberately false information or deliberately fails to submit the respective information regarding the circumstances increasing insurance risks.
14.6 Upon the Policyholder’s request the Insurer is obliged to issue:
- a replacement Policy if a Policy is lost or destroyed;
- copies of any documents related to the Contract.

15. Regulation of disputes

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

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

15.3 Any issues not governed by 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.

16. Personal data

16.1 Upon processing your personal data (including special categories of personal data), insurer will follow the Principles of processing personal data which are available on the website at the address www.swedbank.ee under Terms and Conditions and in Swedbank AS branches.