

# LIFE INSURANCE

## TERMS AND CONDITIONS

NTL19, valid as of 01.11.2019; type of insurance term life insurance

### GENERAL CONDITIONS

#### Structure of Life Insurance Contract

1. The Life Insurance Contract (hereinafter the Insurance contract) shall consist of the conditions set in:
  - 1.1. These Life Insurance Terms and Conditions No. NTL19 (hereinafter Terms and Conditions);
  - 1.2. Insurance application and other documents, filled and submitted by the Policyholder;
  - 1.3. The Insured's questionnaire(s);
  - 1.4. The Invoice-offer;
  - 1.5. The Price list;
  - 1.6. The Insurance policy and its annexes;
  - 1.7. The Amendments and supplements to Insurance contract formalized in the way established by the Insurer.
2. The Terms and Conditions consist of the following sections:
  - 2.1. General Conditions;
  - 2.2. Supplementary Insurance Conditions (No. ADB'18: Accidental Disability, No AT'18: Accidental Trauma, No. AD'18: Accidental Death, No. CI19: Critical illness).

Supplementary Insurance Conditions are applicable to the Insurance contract only in case they are specified in the insurance policy or in the amendments or supplements to the Insurance contract formalized in the way fixed by the Insurer. In the matters not regulated in the Supplementary Insurance Conditions, these General Conditions shall be applied to the Insurance contract.

#### Insurer, Policyholder, Insured, Beneficiary

3. The Insurer shall be Mandatum Life Insurance Company Limited Estonian branch.
4. The Policyholder shall be the natural or legal person who concluded the Insurance contract with the Insurer and is obliged to pay insurance premiums.
5. The parties to the Insurance contract shall be the Policyholder and the Insurer (hereinafter the Parties).
6. The Insured person (hereinafter the Insured) shall be a natural person indicated in the Insurance contract to whom insurance risk is related.
7. The Beneficiary shall be a person indicated in the Insurance contract who under the conditions set in the Insurance contract becomes eligible to receive the insurance benefit. Beneficiary shall be appointed by the Policyholder in the order established by the law of Republic of Estonia. Policyholder has the right to change the Beneficiary before the Event insured on the written consent of the Insured.

#### The Object Insured and Sums Insured

8. The object insured shall be an economic interest related to life duration of the Insured. If the Conditions of Supplementary Insurance are applied to a particular Insurance contract, the object insured is also an economic interest related to the health of the Insured.
9. Amounts of the sum insured for Life insurance and Supplementary insurance shall be fixed in the Insurance contract. An individual sum insured shall be fixed for each Condition for Supplementary Insurance applied to a particular Insurance contract.

## Conclusion of the Insurance contract. Pre-contractual Rights and Obligations of the Parties

10. A person, willing to conclude the Insurance contract shall be familiarized with the Terms and Conditions, the Price list and other information.
11. After selecting the desired insurance conditions, the Policyholder shall fill in an application of the form specified by the Insurer and any other documents required by the Insurer while the Insured shall fill in the Insured's questionnaire(s), if the Insurer so requires. The Policyholder and Insured shall be liable for the correctness of the information supplied in the application and the questionnaire(s). Submission of an application and other documents does not oblige the Parties to conclude the Insurance contract.
12. The Policyholder and the Insured have a duty to disclose all information that they possess about the conditions that might substantially influence probability of the occurrence of the Event insured. Information which is required by the Insurer in written form shall be considered as essential conditions.
13. The Insurer shall have right to ask to examine the Insured's health in a healthcare institution proposed by the Insurer and to request the results of the examination, as well as request any other information that is required to estimate insurance risk. The Insurer may request information about the Insured's health directly from a healthcare institutions or other third parties.
14. In compliance with the information submitted by the Policyholder and the Insured, as well as the results of the Insured's health examination provided by the healthcare institution, the Insurer shall determine the insurance risk and set conditions of Insurance contract. The Insurer may offer to conclude the Insurance contract with the increased insurance premiums and/or under different terms and conditions for insurance than it was initially requested by the Policyholder (different sums insured, different insurance period, adjusted list of insured and uninsured events, etc.).
15. The Insurer has the right to refuse from entering into the Insurance contract without indication of whatsoever reasons.
16. The Insurance contract shall be considered as concluded between the Insurer and the Policyholder after all conditions of the Insurance contract are accepted by both Parties and from the day upon which the first insurance premium established in the invoice-offer (if such shall be issued before the policy conclusion) and subject to payment is received into the bank account of the Insurer. The Insurer confirms the conclusion of the Insurance contract by issuing the insurance policy.
17. In case the Policyholder or the Insured withheld some information or indicated knowingly misleading, incorrect or incomplete information, and this affected the Insurer's decision to enter into the Insurance contract or to determine its conditions, the Insurer shall be entitled to terminate the Insurance contract under the conditions specified in subsection 35 or to request to declare the Insurance contract invalid.
18. The Policyholder shall inform the Insured and the Beneficiary about the conclusion of the Insurance contract and their rights and obligations arising from this contract.
19. Insurance period might differ from the validity period of the Insurance Contract. The Insurance Period is the time interval from the beginning until the end of insurance coverage. Insurance contract validity period is indicated in the Insurance Contract.
20. The Insurance contract shall take effect on the date indicated in the insurance policy, but in any case not earlier than on the next day after receipt of the first insurance premium.
21. The Insurance contract shall come into force only in case the first insurance premium is received within a period of 65 days from the date of submission of insurance application, unless otherwise stipulated in the invoice-offer.

## Insurance Premium

22. Insurance premiums shall be calculated based on sums insured, health status, risk degree and age of the Insured. First insurance premium is calculated based on Insured's age on the day when insurance application is received by the Insurer. Subsequent insurance premiums are calculated according Insured's age at the start of each premiums payment period.
23. Amounts of insurance premiums and the payment schedule for insurance premiums shall be indicated in the Insurance contract.
24. The insurance premium shall be considered as paid, when the relevant amount is credited into the Insurer's bank account, and payment document includes sufficient data to identify the premium paid (at least the reference number of the Insurance contract, the number of the Insurance contract, full name and personal code/registration code of the Policyholder).
25. If by the day of the termination of the Insurance contract or by the day when the Insurer receives a notice about the death of the Insured, insurance premiums are paid in advance for future periods (future months),

then in case of termination prepaid premiums shall be returned to the Policyholder. In case of death of the Policyholder, such premiums shall be returned to the legal heirs of the Policyholder (in case the Policyholder who is a legal entity is liquidated – to the successors of the Policyholder).

26. If the Policyholder delays payment of insurance premiums, in case of insurance benefit payment, indebted insurance premiums shall be deducted from the insurance benefit.
27. In case the insurance risk is changed, taking into account statistical data about the events insured and the insurance benefits paid, the Insurer has a right to increase or to decrease insurance premiums once per calendar year. The Insurer shall give a written notice to the Policyholder at least one month before amendments to insurance premiums come into force. In case the Policyholder doesn't agree with the amendments he shall give written notice to the Insurer and shall be entitled to terminate the Insurance contract. In case the Policyholder doesn't give written notice to the Insurer with the intention to terminate the Insurance contract before the date indicated in the written notice, it is assumed that the Policyholder agrees with the amendments.
28. If the Policyholder fails to pay a regular insurance premium (with the exception of the first payment), the Insurer shall forward a written notice to the Policyholder and indicate that if the indebted premium is not paid within the period stated in the notice, the Insurance contract shall be terminated. The Insurance contract shall be deemed as terminated if the Policyholder does not pay insurance premiums by the time and in the amount stated in the notice. Should the Event insured occur after the date stated in the notice and the premium has not been received in the Insurer's account, the insurance benefit shall not be paid.

#### The Price list

29. The Price list is approved by the Insurer. The Policyholder is familiarized with the Price list before concluding the Insurance contract. The Insurer has the right to make the amendments to the Price list by giving a written notice to the Policyholder at least one (1) month before the amendments come into force. In case the Policyholder does not agree with the amendments he shall have a right to terminate the Insurance contract. If the Policyholder does not give a written notice to the Insurer with the intention to terminate the Insurance contract before the date indicated in the written notice, it is assumed that the Policyholder agrees with the amendments.

#### Termination of the Insurance Contract

30. The Insurance contract can be terminated upon an agreement of the Parties or in accordance with the legislation.
31. The Policyholder shall be entitled to terminate the Insurance contract giving a written notice to the Insurer not later than 30 days before the intended day of the termination unless the Parties agree otherwise.
32. When the Insurance contract is terminated upon the Policyholder's initiative (with the exception of a case indicated in subsection 33), prepaid premiums shall be refunded according to subsection 25.
33. The Policyholder – a natural person – shall be entitled to withdraw from the Insurance contract by giving a written notice to the Insurer within 14 days (30 days in case of an electronically concluded contract) from the conclusion of the contract. In this case the Policyholder shall be refunded the whole paid insurance premium except the amount which has been deducted for the insurance cover of the contract period.
34. After becoming aware of any violations of the Insurance contract, the Parties to the Insurance contract shall be entitled to unilaterally terminate the Insurance contract after giving a written notice to the other party latest in 30 days.
35. The Insurer is entitled to initiate the termination of validity of the Insurance contract only if the conditions of the contract have been violated substantially or in other cases set by the legislation. In this case the prepaid premium shall be refunded to the Policyholder according to subsection 25.
36. If the Insurance contract is terminated upon the Policyholder's request due to violation of the terms and conditions of the Insurance contract by the Insurer, prepaid premiums shall be refunded to the Policyholder according to subsection 25.

#### Expiration of the Insurance Contract

37. The Insurance contract shall expire upon the first occurrence of one of the following conditions:
  - 37.1. When the Insurer receives the notice about the death of the Insured;
  - 37.2. Upon the expiration of the insurance period indicated in the Insurance policy;

- 37.3. Upon the death of the Policyholder who is a natural person or when court declares the Policyholder deceased;
  - 37.4. Upon the liquidation of the Policyholder who is a legal entity without any successors;
  - 37.5. In other cases provided by law.
38. Other cases of expiration of the Insurance contract might be set forth in the Conditions for Supplementary Insurance

#### Amendment of the Terms and Conditions of the Insurance Contract

- 39. By mutual agreement of the Parties, the Terms and Conditions of the Insurance contract can be amended or supplemented. Amendments and supplements are formalized in the way fixed by the Insurer.
- 40. Before making a decision to amend the Insurance Contract, the Insurer may require that the Policyholder and /or the Insured complete an additional questionnaire(s), and/or insist on the Insured's health examination at the Policyholder's expense in the healthcare institution proposed by the Insurer.
- 41. The Insurer shall be entitled to unilaterally amend or to supplement the Terms and Conditions of the Insurance contract, if the interests of the Policyholder, the Insured and the Beneficiary are not infringed as well as in cases when legislation concerning the Insurance contract is amended or when changes are an objective necessity due to economic or market situation or requested by a supervisory authority. The Insurer shall give a written notice to the Policyholder at least one (1) month before the amendments to the Terms and Conditions come into force. In case the Policyholder does not agree with the amendments he shall give a written notice to the Insurer and is entitled to terminate the Insurance contract. In case the Policyholder does not give a written notice with the intension to terminate the Insurance contract before the date indicated in the written notice, it is assumed that the Policyholder agrees with the amendments.

#### Contractual Rights and Obligations of the Parties

- 42. The Policyholder shall have the following obligations:
  - 42.1. To supply the Insurer with the correct information specified by the Insurer and submit any documents related to the Insurance Contract;
  - 42.2. To pay the insurance premiums on time;
  - 42.3. To inform the Insured about the amendments and supplements to the Insurance contract;
  - 42.4. To inform the Beneficiary about the amendments and supplements of the Insurance contract in case these amendments and supplements are related to the Beneficiary's rights and obligations arising from the Insurance contract;
  - 42.5. To name in written or in other form agreed by the Parties a person residing in the Republic of Estonia who has the right to receive the Insurer's notices instead of the Policyholder in case the latter leaves for a foreign country for a period exceeding three months;
  - 42.6. To inform the Insurer, in written or in other form agreed by the Parties, about changes in residence or contact information of the Policyholder or the Insured within 30 days.
- 43. The Insurer shall have the obligation to pay out the insurance benefit or to make other payments arising from the Insurance contract in accordance with the conditions indicated in the Insurance contract.
- 44. Upon the occurrence of the Event insured, the person claiming the insurance benefit or person assigned by them shall have the following obligations:
  - 44.1. To give a notice to the Insurer about the Event insured following the procedure indicated in the Terms and Conditions;
  - 44.2. To retain and submit to the Insurer all documents related to the Event insured;
  - 44.3. To provide the Insurer or its authorized representative with authorization and opportunity to investigate the causes, consequences and circumstances of the Event insured.

#### Events Insured

- 45. The Event insured shall be the death of the Insured during the validity of insurance cover in accordance with these Terms and Conditions.
- 46. The event shall be recognized as Event insured in case it occurred during the period of validity of the insurance cover and if it is proved by official documents and relevant evidence.
- 47. If the court declares the Insured deceased, this shall be considered as the Event insured, only if the date of disappearance and the assumed death of the Insured happened during the validity period of the insurance cover.

48. If the court declares the Insured missing, this shall not be regarded as the Event insured.
49. Other Events insured are set forth in the Conditions for Supplementary insurance

#### Events Uninsured

50. Event uninsured shall be the decease or assumed death of the Insured (subsection 47) related to either of the following:
  - 50.1. The Insured willfully causes injuries, commits or attempts to commit a suicide. This exception shall not be applied in cases, when on the date of injury or suicide of Insured the insurance coverage was continuously (without any interruption) in force for a period exceeding two years;
  - 50.2. War, military actions, declared state of emergency, nuclear radiation impact;
51. Other Events uninsured are set forth in the Conditions for Supplementary insurance

#### Benefits Paid in Case of the Event Insured

52. In case of the Event insured the payable insurance benefit is equal to the sum insured for the life insurance, as indicated in the Insurance contract. In cases defined in the Conditions for Supplementary Insurance applied to the Insurance contract, benefits of supplementary insurance paid out shall be deducted from the benefits paid in case of the Insured's death.
53. The insurance benefit payable in case when the Event insured set forth in the Condition for Supplementary insurance occurs is described in the appropriate Condition for Supplementary insurance
54. Insurance benefits shall not be paid, if the event is uninsured or the event occurs during the period of suspension of the insurance coverage.
55. The Insurer shall be entitled to reduce or refuse to pay the insurance benefits in the following cases:
  - 55.1. The Policyholder, the Insured or their legal representative, who provided information, withheld some information or submitted misleading information, misleadingly confirmed statements in the insurance application or in questionnaires that affected Insurer's decision to enter into the Insurance contract or to determine conditions thereof, as well as to amend the contract or renew the insurance cover;
  - 55.2. The Policyholder, the Insured or their legal representative, who provided information, fails through negligence to submit all the information known about relevant circumstances, which are capable of having an essential effect to estimating the insurance risk;
  - 55.3. The person claiming the insurance benefit intentionally provided the Insurer with false information;
  - 55.4. The Insurer was not informed of the Event insured in due time;
  - 55.5. The documents provided by the person claiming the insurance benefit are insufficient to determine the date, seriousness and circumstances of the Event insured;
  - 55.6. The Policyholder, the Insured, or the person claiming the insurance benefit impedes or prevents the Insurer from getting familiar with medical documentation of the Insured, from examining the state of health of the later, from investigating an Event insured or getting all necessary information;
  - 55.7. The Insurer shall not pay the Insurance Benefit if the Event insured was intentionally caused by the Policyholder, the Insured or the Beneficiary, except for the case provided in subsection 50.1.
  - 55.8. In other cases provided by law.
56. All bank fees paid by the Insurer in connection with performance of the contractual obligations, including for paying the insurance benefit to a foreign bank account shall be covered by the recipient of the payment.

#### Deadlines for Giving a Notice on the Event Insured and Documents to be submitted when applying for the Insurance Benefit

57. The Beneficiary shall be obliged to inform the Insurer within six (6) months of the occurrence of the Event insured or of their becoming aware of it. The Insurer may also be informed of the Event insured through third parties.
58. The deadlines for giving a notice in case the Event insured set forth in the Condition for Supplementary insurance occurs are described in the appropriate Condition for Supplementary insurance
59. The application to the Insurer to pay out the insurance benefit in case of the Insured's death should be supported with the following:
  - 59.1. The Beneficiary has to be identified.

- 59.2. A notification on the death of the Insured, indicating the date, place and nature of the Event insured, as well as bank's account where the insurance benefit shall be transferred;
  - 59.3. Detailed medical certificates issued by a healthcare institution describing disease's or injury's that caused the death of the Insured exact diagnosis, anamnesis, investigations and treatment;
  - 59.4. Certificate of death (or its copy certified by a Notary Public). The Insurer may not require to present the certificate of death in case the Insurer has access to the State register of civil acts;
  - 59.5. Certificate of inheritance rights in case legal heirs apply for the insurance benefit;
  - 59.6. Report of occupational accident, if such report has been drawn;
  - 59.7. Statement of the event issued by a police, if such statement has been drawn, report of the investigation, court's judgment, if criminal proceedings have been instigated in regard with the Event insured or if the Event insured is related to the event subjected to judicial proceedings.
- 60. Upon a separate request by the Insurer the Insurance policy (duplicate) and its amendments and supplements shall be submitted to the Insurer
  - 61. The Insurer may request for other documents not indicated in subsection 59, if such documents are necessary to justify the payment of insurance benefit and determine its amount.
  - 62. The Application to the Insurer to pay out the insurance benefit in case of Event insured set forth in the Condition for Supplementary insurance should be supported with the documents described in the appropriate Condition for Supplementary insurance
  - 63. In case a document is issued by foreign institution, the Insurer shall have the right to ask for legalized translation of this document into the Estonian language. The Insurer shall not cover expenses of the translation.

#### The receiver of the Insurance Benefit

- 64. The insurance benefit shall be paid to the last appointed Beneficiary known to the Insurer. If no Beneficiary has been appointed, the insurance benefit in case of the Insured's death shall be paid to the Policyholder's legal heirs.
- 65. If information about the appointment/replacement/revocation of the Beneficiary is presented after the insurance benefit has been paid out, the Insurer shall not satisfy the claims of the persons who presented it nor pay out any additional insurance benefits.
- 66. If the only appointed Beneficiary died at the same time or prior to the Event insured and another Beneficiary has not been appointed, the insurance benefit in case of the Insured's death shall be paid to the Policyholder's legal heirs. If one of the appointed Beneficiaries died on the same time or prior to the Event insured and another Beneficiary has not been appointed, then the insurance benefit shall be paid to the other appointed Beneficiaries with the percentage of the insurance benefit falling to each increased proportionally.
- 67. The insurance benefit may not be paid to a person, whose deliberate actions (as established by a court) caused the Insured's death. In this case, the part of the payable insurance benefit belonging to the culprit shall be paid as follows:
  - 67.1. Proportionally to other Beneficiaries indicated in the Insurance contract;
  - 67.2. To the Policyholder's legal heirs, if no other Beneficiaries have been appointed.
- 68. If the Beneficiary dies after the Event insured but before he/she has an opportunity to accept the insurance benefit, the insurance benefit shall be paid to the legal heirs of the deceased Beneficiary.

#### Payment Schedule of the Insurance Benefit

- 69. The Insurer shall pay the insurance benefit at the latest in 30 days from the date of receipt of all relevant information, which shall be important for defining the fact, circumstances and consequences of the Event insured and the amount of the benefit as well as all the documents that are necessary for payment of the insurance benefit.
- 70. Should the Insurer fail to pay the insurance benefit or other amount due according to the Insurance contract within the fixed period of time, the Insurer shall pay a fine amounting to 0.05 per cent of the unpaid amount for each day of delay. The total amount of fines, however, may not exceed 10 per cent of the amount of the unpaid sums.

#### Obligation to protect information

- 71. The Insurer shall not be entitled to reveal information about the Policyholder, the Insured, or the Beneficiary, their state of health, or their financial status, that was obtained in concluding and/or performing the

Insurance Contract, including special data categories (health data). Any information obtained by the Insurer must be kept confidential and be used exclusively for performing the Insurance Contract or for the purposes specified by the laws.

72. Information related to the Insurance Contract, including special data categories, can be disclosed without the separate consent of the Policyholder or the Insured in the following cases:
- 72.1. to the Insured in so far as the information is related to the Insured's rights and duties arising from the Insurance Contract;
  - 72.2. to the Beneficiary in so far as the information is related to his/her rights and duties arising from the Insurance Contract;
  - 72.3. to courts, law enforcement and other institutions in the cases specified by the laws;
  - 72.4. to state tax authorities in accordance to provisions of the local law, international treaties and agreements and legislation of European Union;
  - 72.5. to the reinsurance and retrocessionaire company;
  - 72.6. to third parties which are related to concluding and performing the Insurance Contract.
- In all other cases the written consent or request of the Policyholder and/or the Insured and/or the Beneficiary is necessary for the disclosure of such information.
73. The Insurer shall manage the personal data, including special data categories by the procedure specified by the legal acts of Republic of Estonia and European Union. More information about the Insurer's privacy policy is available on the Insurer's website.

## Notices

74. All notices given by the Parties to each other shall be in a written form unless the Parties mutually agreed about another form of giving notices and should be submitted in the way agreed by the Parties. The written notice shall be given directly to the Insurer or the Policyholder at last known address. The date when the notice is received is assumed to be the date when notice was delivered or 5 (fifth) working day after day of mailing of the notice.
75. If the Policyholder does not inform the Insurer about his new contact information in compliance with these Terms and Conditions, then notices sent by the Insurer to the last known address are assumed to be delivered to the addressee.
76. Losses that appear because of overdue notification have to be covered by the party, which fails to notify other party on time, except cases when overdue notification was not due to fault of the party.

## Final Provisions

77. The Insurance contract is subject to the legislation of the Republic of Estonia. In cases not specified in the Terms and Conditions herein, the Parties of the Insurance contract shall act in compliance with legislation of the Republic of Estonia.
78. The Parties to the Insurance Contract, in concluding or amending the Insurance Contract, may amend and/or supplement the Insurance Terms and Conditions by mutual written agreement.
79. Disputes between the Parties of the Insurance contract shall be settled according to the procedure stipulated by the legislation of the Republic of Estonia.
80. The Insurer's client service operation is supervised by the Estonian Financial Supervision Authority, Sakala 4, Tallinn.