

**SUPPLEMENTARY INSURANCE TERMS AND CONDITIONS AD18:**

**ACCIDENTAL DEATH**

Valid as of: 01.11.2019

Type of Insurance: **Supplementary Accidental Insurance**

**Insured Event**

1. An insured event shall mean an accident that occurs to the Insured while the insurance coverage is valid, if the Insured dies within 180 days of bodily injuries sustained during said event.

An accident shall be considered any sudden, unexpected event, the time and place of which can be established and during which an external physical force (including chemical, thermal, toxic gas, etc.) affects the Insured's body against his will and harms his health. The Insured's moderate or severe acute accidental poisoning by food, medications, chemicals, gases, vapours, poisonous plants or fungi shall be also considered an accident when it occurs against the Insured's will. Infectious diseases shall not be considered accidents.

2. If a court declares the Insured dead, this shall be considered an insured event, if the court decision shows that the Insured disappeared without a trace under circumstances, which posed a threat to life and provide a basis to think he died in an accident and if the date of the Insured's disappearance and presumed death is within the period the insurance coverage was valid. If a court declares the Insured missing, this shall not be considered an insured event.

3. An event shall be considered an insured event if it is confirmed by official documents issued by relevant authorities and other evidence.

**Uninsured Events**

4. An uninsured event shall be considered an accident or health problem related to:

- 4.1. the deliberate self-inflicted injury, self-administered poisoning or attempted suicide of the Insured;
- 4.2. the use by the Insured of alcohol, toxic substances, narcotic, psychotropic or other substances that affect the central nervous system, or the use of a medicine without a proper medical prescription;
- 4.3. intentional activities by the Insured that bring about criminal liability;
- 4.4. war, military actions, the declaration of a state of emergency or the effects of nuclear weapon or device;
- 4.5. participation by the Insured in fights and/or their instigation (except in cases where the limits of justifiable self-defence are not exceeded or the use of physical force was directly related to the performance of official duties);
- 4.6. operations, treatments, and other medical procedures, except in cases where mentioned procedures were performed to treat health problems caused by an insured event.

**Insurance Benefits paid in case of an Insured Event**

5. The amount of the Insurance Benefit which is payable in case of an Insured Event is equal to the sum insured that is specified for accidental death in the Insurance Contract and in the Policy.

**Insurance benefits paid out in case of an Uninsured Event**

6. In cases of an uninsured event the Insurer shall pay out no insurance benefits pursuant to these Terms and Conditions.

**Deadlines for Reporting an Insured Event**

7. An insured event must be reported to the Insurer as soon as possible, but no later than within one month of the Insured's death or within one month of when a court decision declaring the Insured dead becomes final.

### **Documents to be Submitted When Applying for an Insurance Benefit**

8. In case of the death of the Insured, the following document shall be submitted to the Insurer in order to receive the insurance benefit:
  - 8.1. Identification document of the Beneficiary;
  - 8.2. An application for paying out the insurance benefit, indicating the date, place and description of the event insured, as well as bank's account where the insurance benefit shall be transferred;
  - 8.3. medical certificate issued by a medical establishment describing the cause of the Insured's death;
  - 8.4. death certificate (or its copy certified by a Notary Public). The Insurer may not require presenting a death certificate in case the Insurer has online access to the State register of civil acts;
  - 8.5. certificate of inheritance rights in case heirs at law apply for the insurance benefit;
  - 8.6. a report of occupational accident, if such report has been drawn;
  - 8.7. statement of the event issued by a police, if such statement has been drawn; 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
9. The Insurer may request for other documents not indicated under previous clauses, if such documents are necessary to justify the insurance benefit and determine its amount.
10. If a document is issued by a foreign institution, the Insurer shall be entitled to require that a properly certified translation of this document into Estonian be submitted together with it. The Insurer shall not carry the costs related to translation.

### **Recipient of the Insurance Benefit**

11. The insurance benefit shall be paid out to the last appointed Beneficiary known to the Insurer. If no beneficiary has been appointed, the Policyholder's legal heirs shall become the beneficiaries.
12. If after the insurance benefit has been paid out, the Insurer receives information about the appointment/replacement/revocation of the Beneficiary, of which the Insurer had not been notified before the insured event, the Insurer shall not pay out any additional insurance benefits.
13. If the Insured and the only appointed Beneficiary die at the same time or if the only appointed Beneficiary dies prior to the Insured and another Beneficiary has not been appointed, the insurance benefit in case of the Insured's death shall be paid to the Policyholder or their heirs. If the Insured and one of the appointed Beneficiaries died on the same time or if one of the appointed Beneficiaries died prior to the Insured and another Beneficiary has not been appointed, the insurance benefit shall be paid to the other Beneficiaries appointed in the Insurance Contract with the percentage of the insurance benefit falling to each increased pro rata.
14. 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:
  - to the other appointed Beneficiaries with the percentage of the insurance benefit falling to each increased pro rata; or
  - to the Policyholder or their heirs, if no other Beneficiaries have been appointed.
15. If the insurance benefit recipient dies after the insured event but before they have had an opportunity to accept the insurance benefit, the insurance benefit shall be paid to the deceased recipient's legal heirs.