

Adopted by Order No V-12/18 of 28 September 2018 of the CEO of Compensa Life Vienna Insurance Group SE, Lithuanian Branch

# SPECIAL TERMS AND CONDITIONS: ADDITIONAL INSURANCE AGAINST DEATH RESULTING FROM AN ACCIDENT No. 003

Effective from 1 October 2018

#### 1. GENERAL PROVISIONS

- 1.1. These special terms and conditions: Additional insurance against death resulting from an accident No. 003 (hereinafter referred to as the Special Terms and Conditions) lay down the terms and conditions and requirements to be applied to the agreements between the Policyholder and the Insurer regarding Additional insurance against death resulting from an accident concluded in addition to the principal life insurance contract and shall be considered as an integral part of such contracts.
- 1.2. The Special Terms and Conditions shall be applied only in conjunction with the General Insurance Terms and Conditions of the Insurer. In the event of any conflict between the Special Terms and Conditions and the General Insurance Terms and Conditions, the Special Terms and Conditions shall prevail.
- 1.3. The additional insurance shall be the integral part of the principal life insurance contract and shall be invalid without it. The additional insurance shall be subject to the Special Terms and Conditions of the respective principal life insurance to the extent they are not in contradiction of the provisions of these Special Terms and Conditions.
- 1.4. The Insurance Object shall be the property interests related to the life of the Insured.

#### 2. ADDITIONAL DEFINITIONS

- 2.1. Definitions that begin with a capital letter and are used in the Contract and in communications between the parties or in other relative documents shall have the meaning specified in the General Insurance Terms and Conditions and, in addition to this, the following meanings and shall be interpreted respectively, unless the context explicitly requires otherwise or the above documents and correspondence indicates otherwise:
- 2.1.1. **Accident** shall mean the accident which occurs against the will of the Insured as a result of any abrupt, inadvertent, unexpected external forces and causes the death of the Insured including but not limited to sinking, heatstroke, sunstroke, chilblain, exposure to the gas or other

toxic substances which accidentally penetrate the body except for food poisoning.

#### 3. INSURABLE EVENTS

- 3.1. The Insurable Event shall be the death of the Insured resulting from the Accident occurred within the validity period of the Insurance Coverage.
- 3.2. The death of the Insured occurred within 1 (one) year from the date of the Accident which occurred during the period of validity of Insurance Coverage and caused the death shall also be considered as the Insurable Event.

#### 4. UNINSURABLE EVENTS

- 4.1. The Insurer shall not pay the Insurance Indemnity due to occurrence of the following Uninsurable Events:
- 4.1.1. The death of the Insured which is related to a War or any state of emergency as well as caused by the conscious and voluntary involvement of the Insured in any abuse or terrorist act;
- 4.1.2. The death of the Insured which is related to Radiation or use of chemical or biological substances for non-peaceful purposes;
- 4.1.3. The death of the Insured caused by a suicide, attempted suicide or self-inflicted injury within first 3 (years) consecutive years of validity of Insurance Coverage or within 3 (three) consecutive years after increasing the Sum Insured with regard to the increased Sum Insured;
- 4.1.4. The death of the Insured which is related to mass disasters caused by natural disasters or natural calamities;
- 4.1.5. The death of the Insured caused by the deliberate act of the Insured, Beneficiary, Policyholder or any other person who is interested in receipt of the Insurance Indemnity; the attempt to commit a criminal act, or direct or indirect involvement in any criminal act, except for the cases when these deliberate acts or omission have any social value (self-defence, performance of civic duty, etc.);



- 4.1.6. The death of the Insured, if the Accident occurred as a result of the influence of alcohol, narcotic drugs, psychotropic or toxic substances or medicines used to treat disorders of the central nervous system which, however, had not been prescribed by a doctor to the Insured or which had been prescribed but were used without following the instructions given by a doctor on the Insured or as a result poisoning of the Insured caused by abuse of the abovementioned substances;
- 4.1.7. The death of the Insured caused by actions of doctors during surgery or medical procedures;
- 4.1.8. The death of the Insured, which is elated to involvement of the Insured in the Professional Sport:
- 4.1.9. The death of the Insured, which is related to involvement of the Insured in the Dangerous hobby activities or participation of the Insured in any sport or leisure activities where motorized land, air and water vehicles are used, unless otherwise provided in the Contract.
- 4.1.10. The death of the Insured resulting from the flight by any aeroplane that does not belong to any official registered airline company and/or is owned by a company that is not entitled to carry out passenger transportation;
- 4.1.11. The death of the Insured occurred during performance of any Military Service;
- 4.1.12. The death of the Insured resulting from driving any vehicle or self-propelled machinery by the Insured without the appropriate driving licence, adequate powers or under the influence of alcohol (when the blood alcohol level does not comply with the permissible rates established by law), toxic substances or narcotic drugs;
- 4.2. The Insurer shall also be entitled to reduce the Insurance Indemnity or refuse to pay it in cases laid down in clause 11.13 of the General Insurance Terms and Conditions.
- 4.3. The Insurer shall not pay the Insurance Indemnity, if the documents certifying the Insurable Event do not contain clearly specified date of occurrence of the Accident, the respective documents do not prove that the Insurable Event has occurred within the validity period of the Insurance Coverage, or the abovementioned documents contain major controversies.

#### 5. SUM INSURED

- 5.1. The Sum Insured shall be paid in case of the Insurable Event in addition to the Sum Insured payable under the principal life insurance contract.
- 5.2. The Sum Insured under these Special Terms and Conditions may not in excess of the Sum Insured payable under the principal life insurance contract.

#### 6. CHARGES

6.1. Charges for the Additional Insurance shall be deducted in accordance with the procedure and within the time limits laid down in the General Insurance Terms and Conditions, the Special Terms and Conditions and/or the Pricelist.

#### 7. INSURANCE INDEMNITY

- 7.1. In the event of occurrence of the Insurable Event under these Special Terms and Conditions, the Insurer shall pay the Insurance Indemnity to Beneficiaries in the event of the death of the Insured.
- 7.2. Before payment of the Insurance Indemnity, the Insurer shall be entitled to claim for autopsy of the late Insured. The expenses relating to this shall be borne by the Insurer.
- 7.3. If at the moment of the Accident the Insured was covered by the Additional Insurance under the Special Terms and Conditions which are applicable to insurance against injury resulting from an accident and/or insurance against disability resulting from an accident, then the Insurance Indemnity under these Special Terms and Conditions will be deducted from the Insurance Indemnity payable under other abovementioned Additional Insurances, if the death resulted from the same Accident.

#### **8. CLAIM TO INSURANCE INDEMNITY**

- 8.1. The Beneficiary, the Policyholder or their legal successors shall inform the Insurer of the Insurable Event under the procedure established in the General Insurance Terms and Conditions and shall submit the following documents the form and content of which is acceptable to the Insurer:
- 8.1.1. a notice on an event/ the application for payment of the Insurance Indemnity executed in the form established by the Insurer;
- 8.1.2. documents confirming the personal identity of a person who has the right to the Insurance Indemnity and/or documents confirming respective rights;



- 8.1.3. In the event of the Insured's death the document certified by the Notary Public or the person authorized by the Insurer, which proves the fact of the Insurable Event (e. g., the Insured's medical death certificate; an extract witnessing the entry in the register of death certificates; a court decision by which the Insured is recognized to be dead and etc.);
- 8.1.4. on request of the Insurer other additional documents or information required for investigation of the Insurable Event or payment of the Insurance Indemnity (e. g., the original of the Insurance Certificate (Policy), the medical documents issued by health care institutions, the certificates, opinions or decisions issued by law enforcement or other competent institutions and etc.).

## 9. EXPIRATION OF THE ADDITIONAL INSURANCE CONTRACT

- 9.1. The Additional Insurance Contract expires:
- 9.1.1. in the event of the death of the Insured;
- 9.1.2. in the event of expiration or any other termination of the principal life insurance contract.
- 9.1.3. on other grounds for expiration of the Contract laid down in the General Terms and Conditions.



Annex No. 1 to

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#### **PRICELIST**

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### 1. Charges for additional services

Service	Charge
Amendments of the Contract: (reduction of the Sum Insured, amendment of the Insurance Period, amendment of the Beneficiaries or etc.)*	EUR 5.00
*Note: this Charge shall be charged for each amendment to the provision of the Contract individually.	
Termination of the Contract, if only the Additional Insurance is terminated, while the principal life insurance remains in effect.	EUR 7.00

### 2. Other provisions

2.1. Minimum sum of the Additional Insurance: EUR 2,000.00.