

# Additional Accidental Death Insurance Rules No. P04

[Effective since 25 July 2011]

## Definitions used in the Additional Accidental Death Insurance Rules No. P04

1. Main insurance means the insurance under the standard terms established in the Life Insurance Rules ('life insurance' definition covers such types of insurance as the risk insurance, endowment and unit-linked life insurance).
2. The additional insurance means the supplementary insurance to the main insurance agreement between the policyholder and the insurer under the standard insurance terms, established in the Additional Accidental Death Insurance Rules No. P04. The policyholder shall familiarise with the additional insurance rules prior to signature of the application to use the additional insurance terms (the additional coverage) and the present rules shall be deemed to be an integral part of the insurance agreement. The additional insurance shall be valid only jointly with the main insurance.
3. Accident means any unexpected event occurring against the insured person's will, making an external physical effect on the insured person's body (including but not limited to any chemicals, thermal impact, hazardous gas or any other physical impact) that makes damage to health of the insured person and causes his/her bodily injury.
4. Other definitions used in the present rules, which are not specially defined in this part, shall have the same meaning as in the Main Insurance Rules.

## Validity of the additional insurance

5. Terms of the additional insurance shall come into effect after issuance of the insurance policy or an annex hereto, proving the additional insurance coverage for the insured person.
6. The additional insurance shall be valid only jointly with the main insurance.

## Terms of the additional insurance established in the main insurance rules

7. The additional insurance rules shall establish the procedure to be followed when taking the actions related to the additional insurance if necessary to:
  - 7.1. make amendments to the insurance agreement, if amendments are made to the additional insurance terms;
  - 7.2. suspend the additional insurance cover in cases specified in the main insurance rules;
  - 7.3. assign the insurer's /policyholder's rights and obligations under the insurance agreement to another insurer / policyholder;
  - 7.4. send notifications or any other information;
  - 7.5. resolve any dispute.
8. Rights and obligations of the parties to the insurance agreement are established in the main insurance rules.
9. The provisions of the main insurance rules shall be valid for the additional insurance, except for the provisions that provide otherwise in the additional insurance rules.

## Object of insurance

10. The object of insurance under the additional accidental death insurance – is the property interest related to the insured person's life expectancy.
11. If the additional insurance under the insurance agreement comes into effect, the object of insurance specified in the insurance agreement shall be supplemented with the object of insurance established in the present rules.

## Sum insured

12. Sum insured under the additional insurance shall be identified by mutual consent between the policyholder and the insurer and shall be specified in the insurance policy or an annex hereto.

## Insurance premium

13. The insurance premiums under the additional insurance shall be paid together with the insurance premiums under the main insurance.
14. The insurance premium to cover the additional insurance risk shall be paid following the procedure established in the main insurance rules. The risk premium under the additional insurance shall be included in the main insurance premium or deducted from the main investment provisions, taking into consideration the procedure established in the main insurance rules.
15. The policyholder shall be familiarised with the insurance premium and / or the pricelist that indicates the additional insurance fees prior to signature of the application to use the additional insurance.
16. The insurer shall have a right to unilaterally change the insurance fees in cases and following the procedure established in the main insurance rules. If the policyholder disagrees with the changes in the insurance fees, the policyholder shall have a right to make free of charge changes in the insurance agreement, and to refuse of the additional insurance.

## Insured events

17. An insured event, except for the cases listed in Item 20, is the insured person's accidental death, if an accident occurred and the insured person died within the insurance cover validity period.
18. Death caused by physicians that occurred during surgery or any other medical treatment, any related complications are deemed to be an insured event only in such case if the injury that required medical treatment was deemed to be the insured event (an accident that occurred within the insurance cover validity period).
19. The insurer shall have a right to unilaterally make amendments to the insurance rules and the definition of the insured event in cases and following the procedure established in the main insurance rules. If the policyholder disagrees with amendments to the insurance rules, the policyholder shall have a right to make changes in the insurance agreement free of charge, and to refuse of the additional insurance.

## Non-insured events

20. A non-insured event means the insured person's accidental death resulting from an accident related to:
  - 20.1. insured person's intentional injury or suicide attempts;
  - 20.2. abuse of drugs, strong medicine and toxic substances (except for the use of medication under a prescription issued by licenced healthcare institutions);
  - 20.3. war, military actions (whether war is declared or not), civil war, military take-over, rebellion, military invasion, military actions or occupation, use of military weapons, proclamation of war or state of emergency, mass riots, civil unrest, nuclear power, radioactive contamination;
  - 20.4. criminal activity of the insured person, if the court has ruled that the criminal offence was committed intentionally;
  - 20.5. air transportation accidents, with the exception of passenger flights of licenced air carries;
  - 20.6. extreme sports and activities, leisure events (motorcycle and other motor vehicle racing, aviation and other aviation sports (flying any type of flying machines, hang- gliding, kite flying, gliding parachutes), diving, mountaineering, other extreme sports and activities (rafting, rock gliding, etc.), if specially not agreed otherwise with the insurer;
  - 20.7. insured person's accidental death within the insurance coverage suspension period;

- 20.8. insured person's death if the insured person died within the period of 90 days after the accident;
- 20.9. insured person's death if the insured person has not reached 1 year of age.
21. The insured person's accidental death shall be deemed to be a non-insured event if the healthcare institution regarding the treatment purposes or the insurer – regarding the insurance benefit were contacted with some delay, therefore the insurer is unable to check the event date, circumstances and the medical record documentation does not confirm the fact of existence of the insured event within the validity term of the subject of insurance.
22. Upon occurrence of a non-insured event, the insurance benefit shall not be paid.

### **Insurance benefit**

23. Upon occurrence of an insured event, the sum insured under the accidental death insurance shall be paid.
24. If the investigation related to the insured person's death is performed by the law enforcement institution or if the litigation is started, the insurer shall have a right to postpone a decision on the insurance benefit until the investigation or the litigation is finalised.
25. If the court decision related to the insured person's death recognition is annulled, the beneficiary of the insurance benefit shall immediately inform the insurer about it and shall refund the received insurance benefit.
26. The insurance benefit payment period shall be established in the main insurance rules.

### **Procedure for the insurance benefit payment**

27. The insurer shall be notified of the insured event no later than within 30 (thirty) calendar days from the date of learning about the insured event. If the insured event is the court ruling declaring the insured person dead, when the date of disappearance or suspected death of the insured person falls within the period of insurance coverage, it is required to notify the insurer in written form of the insured event after learning about it no later than within 30 (thirty) calendar days from the effective date of the court ruling declaring the insured person dead.
28. In case of requesting the insurer to disburse the insurance benefit if the insured person died or is declared dead by the court ruling, it shall be necessary to submit:
  - 28.1. filled out notification of the insured person's death in the form established by the insurer;
  - 28.2. insured person's death certificate (original copy or a duplicate approved by the notary);
  - 28.3. extracts from medical documents (original copies);
  - 28.4. documents proving repatriation of a dead body through the national border (if the insured person died outside the territory of the Republic of Lithuania);
  - 28.5. other documents proving the insured event and a right to the insurance benefit;
  - 28.6. application in the form established by the insurer to transfer the insurance benefit to the specified bank account of the beneficiary.
29. The beneficiary under the present insurance rules is defined in the main insurance rules, if the insurance agreement does not provide otherwise.