

**SUPPLEMENTARY INSURANCE CONDITION AD20:****ACCIDENTAL DEATH**

Valid as of: 23.03.2020

Type of Insurance: **Supplementary Accidental Insurance**

**Insured Events**

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 during the insured event 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 occurs while the insurance coverage is valid and if it is confirmed by official documents and suitable 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 carry criminal liability;
  - 4.4. war (whether declared or unannounced), military actions, participation in riots and revolution, nuclear radiation impact;
  - 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. In case of an insured event, the Insurer shall pay the sum insured that is specified for accidental death in the Insurance Contract.

**Insurance Benefits Paid in Case of an Uninsured Event**

6. In cases of an uninsured event the Insurer shall pay out no insurance benefits.

**Deadlines for Reporting an Insured Event**

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

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

8. The application to the Insurer to receive the insurance benefit should be supported with the following documents:
  - 8.1. Identification document of the person who is applying for the insurance benefit;
  - 8.2. A notification on the death of the Insured indicating the date, place and nature of the insured event, as well as bank's account where the insurance benefit shall be transferred;
  - 8.3. Detailed medical certificates from a healthcare institution describing accident's that caused the death of the Insured exact diagnosis, anamnesis, investigations and treatment;
  - 8.4. Certificate of death (or its copy certified by a Notary Public). The Insurer may not require to present certificate of death in case the Insurer has access to the State register of civil acts;
  - 8.5. Certificate of inheritance rights in case legal heirs apply for the insurance benefit;
  - 8.6. 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, report of the investigation, court's judgement, if criminal proceedings have been instigated in regard with the insured event or if the insured event is related to the event subjected to judicial proceedings.
9. The Insurer may request for other documents not indicated in paragraph 8, if such documents are necessary to justify the insurance benefit and determine its amount.
10. In case a document is issued by a foreign institution, the Insurer shall have the right to ask for a properly certified translation of this document into Estonian language. The Insurer shall not cover expenses of the translation.

## **Recipient of the Insurance Benefit**

11. The insurance benefit shall be paid to the last appointed Beneficiary known to the Insurer. If no Beneficiary has been appointed, the Policyholder or its legal heirs shall become the Beneficiaries.
12. If after the insurance benefit has been paid, 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 only appointed Beneficiary died at the same time or prior to the insured event and another Beneficiary has not been appointed, the insurance benefit in case of the Insured's death shall be paid to the Policyholder or its legal heirs. If one of the appointed Beneficiaries died on the same time or prior to the insured event and another Beneficiary has not been appointed, the insurance benefit shall be paid to the other appointed Beneficiaries with the percentage of the insurance benefit falling to each increased proportionally.
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:
  - 14.1. Proportionally to other Beneficiaries indicated in the Insurance Contract;
  - 14.2. To the Policyholder or its legal heirs, if no other Beneficiaries have been appointed.
15. If the insurance benefit recipient dies after the insured event but before he has an opportunity to accept the insurance benefit, the insurance benefit shall be paid to the deceased recipient's legal heirs.