

OKKAR Life insurance

DEFINITIONS OF WORDS AND TERMS

The company: The party which contracts to provide the insurance, in this case OKKAR líftryggingar hf.

The policy holder: The individual who enters a private agreement with the company.

The insured: The individual covered by the insurance policy.

The insurance event: An event which under an insurance policy results in possible compensation.

The insurance policy: The company's confirmation that an insurance agreement has been made.

Age-related premium: The premium is non-gender specific and calculated in keeping with the insurance amount which will rise in accordance with the insured's age.

Beneficiary: The party whom the policy holder identifies in the insurance policy and is entitled to receive the insurance amount following an insurance event.

Primary due date: The primary due date of the insurance is once a year, being the first day of the month when the insurance takes effect, unless otherwise provided.

ART. 1 INTRODUCTION

This is a Death Risk insurance policy, hereafter referred to as DR insurance. The basis for the insurance agreement are these terms and conditions, any information provided in the insurance application, valid procedures for risk-assessment of personal insurance at any given time, and other data connected to the agreement, both in its initial form and consequently.

The provisions of the Insurance Agreements Act, No. 30/2004, shall apply to the insurance to the extent these terms do not deviate from them.

ART. 2 THE ENTRY INTO FORCE OF THE INSURANCE AND ITS PERIOD OF VALIDITY

The insurance shall be valid anywhere in the world. The company's liability shall start on the date of issue when it has received, and approved, the signed application along with the necessary supporting documents, unless otherwise provided.

The insurance shall apply as of the date of issue, which is specified in the insurance policy, and for the time stated in the insurance policy, however not longer than to the insured party's reaching 70 years of age. The company will not insure any individual under 18 years of age (cf., however, Art. 9).

The policy holder shall be granted a 30-day period (contrition period) to cancel the insurance from the time he receives the company's notice of the entry into force of the agreement.

ART. 3 PROCEDURES ON RISK ASSESSMENT

The company will use specific procedures on the risk-assessment of personal insurance, both its own procedures and those of the reinsurer at any given time.

ART. 4 FRAUD AND MISLEADING INFORMATION

In the event the policy holder, or the insured, has neglected his obligation to inform, fraudulently or in such manner which cannot be considered negligible, concerning events which matter in the company's assessment of the risk, this might result in the company's liability being cancelled, wholly or in part, the termination of the policy or the increase of the premium, cf. the Act No. 30/2004, Section XIII.

ART. 5 PREMIUM PAYMENTS

The first premium of the insurance shall become due upon the entry into force of the insurance policy, cf. Art. 2. The renewal premium shall become due upon the policy's renewal date.

The premiums shall be paid on the due date. A grace period shall apply for at least 30 days from the time the company submits the claim for the payment of the premium. The company shall be authorized to cancel the insurance policy by a written notice if the premium is not paid within 30 days from the due date. In this event the policy holder shall be granted a delay of 14 days to pay the unpaid premium, otherwise the insurance policy shall be cancelled, cf. the Act No. 30/2004, Art. 96.

In the event the premium is not paid on the due date, the policy holder shall be obliged to pay arrears interest on the unpaid premium, in addition to all default cost resulting from default notices and collection proceedings.

In the event the company's liability has been terminated due to unpaid premiums, providing the premium has been paid for at least one year, the policy holder may reactivate the insurance on the basis of the Act No. 30/2004, Art. 97.

ART. 6 THE POLICY HOLDER'S AUTHORIZATION TO TERMINATE THE POLICY

The insured shall be authorized to terminate the insurance policy at any time during the insurance period. The policy shall then be terminated in writing.

The policy holder shall be obliged to pay a premium for the period during which the company is liable under the insurance.

ART. 7 THE POLICY HOLDER'S AUTHORIZATION TO RAISE THE INSURANCE AMOUNT WITHOUT DECLARATION OF THE INSURED'S STATE OF HEALTH

The insured can request the raising of the insurance amount without further declaration of his/her state of health. A written request of the raising of the insurance amount, along with the necessary documents, shall be received by the company, within six months from the occurrence of the following incidents:

- The insured has a child.
- The insured adopts a child.
- The insured purchases a residential property.

The insurance amount can only be raised by 25%, or to ISK 3,500,000, on the condition that the total insurance amount does not exceed ISK 20,000,000. The amount in question shall remain valid for the equal period as the insurance amount being raised.

Also, the insurance amount can only be raised once due to the purchase of a residential property.

The right to such rise shall cease to apply as of the insured's 45th birthday.

ART. 8 COMPENSATION UNDER THE INSURANCE POLICY

In the event of the death of the insured, the company shall pay to the beneficiary the amount valid on the day of death under the insurance policy, the notice of the primary due date and these terms and conditions.

The claim for compensation, or the insurance amount, shall be payable after 14 days from the time sufficient evidence has been received regarding the company's liability, and it has proved possible to decide the amount of the compensation. The company reserves the right to collect the necessary and sufficient data before the amount of the compensation is decided and paid.

ART. 9 THE BENEFICIARY OF THE INSURANCE AMOUNT

In the event the policy holder has not designated the beneficiary of the insurance amount, the provisions of the Act No. 30/2004, section XV shall apply.

ART. 10 CHILDREN'S DEATH BENEFIT

In the event of the death of the insured's live-born child, under 3 months old, during the insurance period, the company shall pay a death benefit of ISK 600,000.

Compensation under this article shall be paid to the child's biological parents. In case the child is adopted, compensation shall be paid to the adoptive parent/s, and at the same time the right of the biological parent/s shall be terminated in the event their legal connection to the child has been terminated under the Adoption Act, No. 130/1999, Art. 25.

The payment of compensation under this article shall not affect the insured's life insurance.

ART. 11 LIMITATIONS OF LIABILITY

In the event the insured commits suicide within one year from the time the insurance came into force, the company shall not be liable.

ART. 12 CHANGES IN PREMIUMS

The first premium for this insurance policy is calculated according to the company's current premium rate list, taking into account the insurance amount and the insured's age upon the coming into force of this policy, providing no other provisions are stated in the insurance terms.

Up to the insured's 55th birthday, the premium will rise at the primary due date according to the insured's age. The selected insurance amount will rise by 5% at the primary due date up to the insured's 55th birthday.

As of the insured's 56th birthday the premium shall rise by 5% every year, and the insurance amount shall be changed accordingly.

The company reserves the right to establish a renewal premium under a new premium rate list with a view to a general risk change, a change in the exchange rate of the Icelandic króna (ISK) and due to other reasons which disrupt the basis for compensation, providing these items do not alter the insured's insurance amount.

ART. 13 EXPIRY

Claims under insurances policies will expire in 10 years from the end of the calendar year when the claimant received the necessary information on the events on which his claim is based. However, claims under the insurance will expire, at the latest, 20 years from the end of the calendar year during which the insurance event occurred.

Other claims concerning the insurance policy, such as a premium claim, will expire under the general rules on expiry of the Claim Rights Expiry Act, No. 150/2007.

ART. 14 DISAGREEMENT ON LIABILITY

Upon the preparation of a submission and the payment of a submission charge, the disagreement on liability, fault and division of fault, in addition to factors which relate to the provisions of the Act No. 30/2004, may be presented to the Insurance Complaints Board, located at the Financial Supervisory Authority, which will furnish information on these boards and their working procedures.

The service of these bodies, or a submission to them, will not impair the right of the party concerned to present the case before the general courts of Iceland.

ART. 15 DEADLINE FOR LEGAL PROCEEDINGS

In the event the company rejects any compensation, wholly or in part, the party who is entitled to compensation will forfeit this right if he has not initiated legal proceedings, or demanded that the case be heard by the Insurance Complaints Board, cf. Art. 141, within one year from the time he received a written notice on the rejection from the company, cf. the Act No. 30/2004, Art. 124, par. 2.

ART. 16 COURT PROCEDURE

Any cases which may rise regarding this insurance policy shall be presented before the Reykjavík District Court.

ART. 17 ACT ON INSURANCE CONTRACTS

In other respects than stated herein, the insurance policy shall come under the Insurance Agreements Act, No. 30/2004.

ART. 18. DISCREPANCY BETWEEN THE TERMS OF INSURANCE

The terms of the insurance shall be subject to Icelandic law: Life insurance cover EL1074. In the event there is any discrepancy between the terms, the Icelandic terms shall take precedence over the English translation.

Terms No. EL1074
Valid as of 1.02.2016
Replacing Policy No. EL1064