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ERGO Life Insurance SE

Pre-contractual information for a policyholder entering into an insurance agreement in accordance with ERGO's Universal Life Insurance Rules No 028

Purpose of insurance

This insurance is designated for individuals or families seeking for financial protection in the event of an accident, who want to insure their own life and life of their loved ones, and/or to receive benefits in case of death, illness or accidents. It is an insurance product the premiums of which are not intended for investment or accumulation.

Having concluded an insurance agreement, the insurance company undertakes to pay an insurance benefit upon occurrence of an insured event to the persons specified in the agreement, and the policyholder undertakes to pay insurance premiums on time.

Insurer

ERGO Life Insurance SE, Lvivo str. 37, LT-09307 Vilnius, Lithuania. Registration number 110707135.

Policyholder and the Insured

The policyholder may be an adult natural person or a legal entity who concludes an insurance agreement with the Insurer. One insurance agreement can also be used to insure several persons.

The age of the Insured persons at the beginning of the insurance:

- 0 to 74 years – for life insurance;
- 2 to 17 years – for children's cancer and other critical illness insurance;
- 18 to 64 years – for adult cancer and other critical illness insurance;
- 0 to 69 years – for accident insurance;
- 18 to 64 years – for partial or total disability (loss of participation) insurance.

Having insured a natural person of full age against cancer, his minor children and adopted children shall be co-insured until they reach 18.

Concluding an insurance agreement

In order to conclude an insurance agreement, you need to submit an application form to the Insurer and complete the requested health questionnaires. Your submitted application and health questionnaires, together with the applicable insurance rules, shall become an integral part of the insurance agreement.

Submission of an application and payment of a premium does not oblige the Insurer to conclude an insurance agreement. Having assessed the insurance risk, the Insurer may propose the conditions whereon an insurance agreement may be concluded or refuse to conclude an insurance agreement. The main factors that affect the insurance risk include: professional and occupational activities, leisure interests and health condition.

If the Insurer agrees to conclude an insurance agreement, the policyholder shall be issued an insurance certificate confirming the conclusion of the agreement. The date of issue of an insurance certificate shall be the date of conclusion of the insurance agreement.

Having concluded an insurance agreement, a commission shall be paid to the insurance service distributor as a component of the insurance premium, and an additional remuneration dependent on performance may be paid, without prejudice to the requirements laid down in the Law on Insurance.

The customer shall be provided with the necessary consultations, however, no recommendation shall be given as defined in the Law on Insurance of the Republic of Lithuania.

Sums insured

The minimum Sum Insured for life insurance shall be EUR 3000. The minimum Sum Insured for cancer, critical illness and partial or total disability (loss of participation) insurance shall be EUR 10 000. The Insurer may set other minimum and/or maximum amounts of the Sum Insured.

The amounts of the Sums Insured of accident insurance shall be chosen according to insurance coverages included by the policyholder. The Insurer may set the amounts of the minimum and/or maximum Sum Insured.

The policyholder shall specify the desired Sums Insured in the application form, while insurance coverages agreed upon between the parties shall be indicated in the insurance certificate.

Insured events

An insured event is an occurrence specified in the insurance agreement, upon the occurrence of which the Insurer shall pay an Insurance Benefit.

Descriptions of insured events and the conditions for paying Insurance Benefits are set out in the Special Insurance Conditions of ERGO Universal Life Insurance Regulations No 028.

A life insurance insured event is the death of the Insured during the insurance coverage validity period. A life insurance benefit shall not be paid in the following cases: suicide of the Insured during the first 3 years of insurance coverage; death of the Insured related to military actions or nuclear energy exposure, criminal acts of the Insured. Detailed information on insured and non-insured events is presented in the Special Life Insurance Conditions No 028-02.

An insured event for cancer insurance is the Insured contracting cancer:

- Non-invasive/early-stage cancer means a cancer the diagnosis of which was confirmed histologically and which is characterised by malignant cell growth at the primary site of the tumour, which does not impair the base membrane and does not spread to other tissues;
- Invasive skin cancer (other than melanoma in situ);
- Invasive cancer characterised by uncontrolled growth and spread of malignant cells into tissues, blood, blood-forming organs and the lymphatic system, including malignant lymphoma, malignant bone marrow disorders, leukaemia, malignant advanced melanoma, Hodgkin's disease and myelodysplastic syndrome.

The critical illness insurance insured event is a critical illness of the Insured, which corresponds to the list of critical illnesses and the criteria for diagnosing critical illnesses specified in the insurance conditions. The insured children shall be subject to the list of 14 critical illnesses, while adults may choose from the list of 1, 4 or 39 critical illnesses. An Insurance Benefit shall not be paid if the Insured has been diagnosed with a critical illness within the first 3 months of insurance or the Insured dies as a result of the critical illness within 30 days of its diagnosis. An Insurance Benefit shall not be paid if the Insured has been diagnosed with cancer within the first 6 (or, in case of group insurance for employees, – within the first 3) months of insurance. Detailed information on insured and non-insured events is provided in the Special Cancer Insurance Conditions No 028-01, the Special Conditions of Cancer and Other Critical Illness Insurance of Adults No 028-04 and the Special Conditions of Cancer and Other Critical Illness Insurance of Children No 028-05.

The optional insured events for accident insurance are accidental death of the Insured, disability, injuries, daily allowances, sickness allowances and additional assistance insurance risks. An Insurance Benefit shall not be paid if an accident is related to acts of war or exposure to nuclear energy, criminal activities of the Insured, the use of alcohol, drugs or other psychoactive substances, etc. Detailed information on insured and non-insured events is provided in the Special Accident Insurance Conditions No 028-03.

The insured event of total and permanent disability insurance is the irreversible loss of the Insured's ability to work as a result of a severe impairment of various bodily functions occurring during the validity period of insurance coverage, which results in a level of 0-25% of the Insured's ability to work and renders him incapable of working. An Insurance Benefit shall not be paid if the disability is related to acts of war or exposure to nuclear energy, criminal acts of the Insured, use of alcohol, drugs or other psychoactive substances, etc. Detailed information on insured and non-insured events is provided in the Special Conditions of Total and Permanent Disability Insurance No 028-06.

Possible terms of the insurance agreement

The minimum insurance term shall be 5 years (in case of group insurance – 1 year). The Insurer may set another minimum term. The duration of the insurance agreement is indicated in the Insurance Certificate.

Amending the insurance agreement

You may change the terms and conditions of the insurance agreement in accordance with the procedure set out in the Insurance Rules, including the amount of the Sum Insured, the beneficiary, the periodicity of the payment of premiums, etc. The Policyholder and/or the Insured shall notify an increase in the insured risk when the nature of the work has changed in the Insured's life or activity, or upon a change of any other circumstance indicated in the Policyholder's application or health declaration.

Upon the Insurer's consent, an insurance agreement may be supplemented with insurance coverages in accordance with the Special Insurance Conditions of the Insurance Rules No 028.

Withdrawal and early termination of the insurance agreement

The Policyholder, who is a natural person, shall have the right to withdraw from a life insurance agreement within 30 days from the moment of being notified of the conclusion of the insurance agreement. In such a case, the Insurer shall refund the premium paid in full (preferential termination under Article 124 of the Law on Insurance). In order to withdraw from the insurance agreement, the Policyholder shall provide the Insurer with a completed sample agreement withdrawal form or a clear statement of his decision to withdraw from the insurance agreement. A completed withdrawal form or a statement shall be submitted by e-mail to info@ergo.lt, on ERGO's self-service portal at https://mano.ergo.lt/lt/prisijungti or at Lvivo str. 37, LT-09307 Vilnius, Lithuania. The withdrawal from the insurance agreement shall be executed in accordance with applicable legislation of the Republic of Lithuania.

You shall have the right to terminate the insurance agreement by giving written notice to the Insurer in accordance with the procedure set out in the Insurance Rules and the applicable legislation of the Republic of Lithuania.

Once you terminate the insurance agreement (except on the grounds provided for in Article 124 of the Law on Insurance), the insurance premiums paid shall be refunded for the unused period of insurance coverage. If you violate material terms and conditions of the agreement, the Insurer shall have the right to terminate the insurance agreement by refunding a part of the insurance premium for the unused insurance coverage period.

Methods, procedure and duration of payment of insurance premiums

When concluding an insurance agreement, you choose the frequency of payment of premiums. The insurance premium amounts and method of payment (annual, semi-annual, quarterly or monthly) shall be specified in the insurance certificate.

The insurance agreement shall enter into force and insurance cover shall apply only after the insurer has received the first insurance premium and not earlier than on the insurance commencement date specified in the agreement. If the first premium is paid late, insurance cover shall become effective from the calendar day following the receipt of the premium.

If a periodic premium is not paid and the outstanding amount is not settled within 30 days from the date the insurer sends a notice, the insurance cover may be suspended. No insurance benefit shall be payable for insured events occurring during the suspension period (and, in the case of Critical Illness Insurance, also for events occurring during the 3-month period following the reinstatement of cover in the cases specified in the Rules).

If the suspension of insurance cover continues for more than 6 months, the insurance agreement may be terminated unilaterally.

The detailed procedure for the payment of insurance premiums and the consequences of late or missed payments are set out in the section "Entry into force of the Insurance Agreement and Procedure of Payment of Premiums" of ERGO Universal Life Insurance Rules No 028.

Procedure for setting the amount of insurance benefits and the procedure and methods of payment of insurance benefits

The Insurer shall pay insurance benefits within 30 days from the date of receipt of all information relevant for determining the fact, circumstances, consequences of the insured event and the benefit amount. In case of death of the Insured, benefits shall be paid to the heirs of the Insured in accordance with the Civil Code, unless the insurance agreement lists the beneficiaries. Other insurance benefits shall be paid to the suffered Insured.

In case of life insurance, if the Insured dies as a result of an insured event, an insurance benefit equal to the life insurance Sum Insured shall be paid. In case of cancer insurance, when the contraction of cancer of the Insured is confirmed to be an insured event, the cancer insurance Sum Insured or a part thereof, depending on the diagnosed illness, shall be paid.

In case of critical illness insurance, if the critical illness of the Insured is confirmed to be an insured event, the critical illness Sum Insured shall be paid.

In case of a trauma or other accidents, having confirmed an insured event, the Sum Insured of this insurance or a part thereof depending on the injury sustained shall be paid.

In the event of Total disability (loss of participation), if the insured person's loss of working capacity is confirmed to be an insured event, the Sum Insured under this insurance shall be paid, and in the event of Partial disability (loss of participation), the corresponding part of the Sum Insured shall be paid.

Detailed information on insurance benefit amounts and their payment procedure is available in the special insurance conditions of the Insurance Rules.

Taxing procedure

Benefits under this life insurance agreement shall be paid upon occurrence of an insured event (death, health impairment or illness) only, thus insurance premiums paid by a permanent resident of Lithuania are not deductible from income in accordance with the Law on Personal Income Tax. Insurance benefits paid in case of an insured event are tax-free.

A more detailed explanation of the taxing procedure applicable to life insurance agreements is available on the website of the State Tax Inspectorate www.vmi.lt.

Law applicable to the insurance agreement and dispute settlement

The insurance agreement is governed by the laws of the Republic of Lithuania.
All information related to the Insurance Agreement shall be provided in the official language (Lithuanian).

If you believe that your rights or legitimate interests have been infringed, please submit a written complaint to us no later than 3 (three) months from the date on which you became aware or ought to have become aware of the alleged infringement. The complaint form must be completed, signed and submitted by e-mail to kokybe@ergo.lt or via the customer self-service portal ERGO's self-service portal at https://mano.ergo.lt/lt/prisijungti.

The procedure for handling complaints by ERGO is available on the Company's website.

Disputes arising out of the insurance agreement shall be settled by court in accordance with laws of the Republic of Lithuania, or, in an out-of-court procedure, – by the Bank of Lithuania in accordance with the procedure laid down in the Law on the Bank of Lithuania of the Republic of Lithuania. Resolution No 03-23 of the Bank of Lithuania of 26 January 2012 available online at http://www.lb.lt/gincu_nagrinejimas lays down the out-of-court procedure for settling disputes between the Insurer and the consumer.

All the insurance provisions are available in the Insurance Rules. The Insurance Rules and the report on the Insurer's solvency and the financial condition is available online at www.ergo.lt.

The pricelist of additional services of administration of the insurance agreement applicable by the Insurer is available online at www.ergo.lt.

In case of an event, you can register a claim on ERGO's self-service portal at https://mano.ergo.lt/lt/prisijungti. For consultations regarding the Insurance Agreement or in the event of a claim, please contact ERGO Insurance by phone 1887.