



# 311 Life insurance

## INSURANCE TERMS AND CONDITIONS

This is a translation of the authoritative Icelandic text. Should there be any discrepancy between the translation of these terms and the Icelandic version, the original Icelandic terms apply.

### 1. Basis of the insurance contract and definitions

- 1.1 Other than as stipulated in these terms and conditions, on the insurance certificate, in the application or in any other documentation on which the insurance contract is based, Act No 30/2004 on insurance contracts ('the Insurance Contracts Act') shall apply.
- 1.2 In these terms and conditions, the following terms shall mean as follows:
  - a. **the Company:** TM líftryggingar hf.;
  - b. **the policyholder:** the person entering into a life-insurance policy with the Company;
  - c. **the insured person:** the person whose life or health is covered by the life-insurance policy;
  - d. **the insurance event:** the death of the insured person;
  - e. **the sum insured:** the amount paid out in the event of the insured person's death.
- 1.3 This life-insurance policy shall have no buy-back value.

### 2. Insurance coverage period and start and end of the Company's liability

- 2.1 Unless a request is made for the insurance policy to take effect at a later date, the Company's liability shall begin when it receives a written application for an insurance policy, provided that the application is not refused on the basis of information regarding risk (a risk assessment). The Company's liability shall not cover damages caused by incidents occurring before said application is received and of which the Company is aware at the time of the risk assessment resulting in insurance being denied.
- 2.2 The insurance policy shall be renewed yearly, until the insured person reaches the age of 75 years, and ultimately lapses on the maturity date indicated on the insurance certificate, unless it lapses at an earlier juncture in accordance with the law or these terms and conditions.

### 3. The policyholder's right of termination

- 3.1 The policyholder may terminate the insurance policy at any time during its period of validity. Such termination shall be communicated to the Company in writing.
- 3.2 The policyholder shall pay premiums for the period in which the insurance policy was in effect. The premium shall be calculated *pro rata*.

### 4. Geographical scope of the insurance policy

- 4.1 The insurance policy shall be valid anywhere in the world.

### 5. What the insurance policy covers

- 5.1 The Company shall pay compensation if the insured person dies while the insurance policy is in effect.
- 5.2 The Company shall pay the insured person compensation in the event of the death of a child, in accordance with Article 7.

### 6. What the insurance policy does not cover

- 6.1 If the insured person commits suicide within one year of the last date on which the Company's liability commenced, the Company shall be free of any liability, unless it is demonstrated that the insured person had no thoughts of suicide when the insurance policy was taken out.

### 7. Compensation in the event of the death of a child

- 7.1 The Company shall pay the insured person compensation if a live-born child of theirs, up to the age of 18 years, dies while the insurance policy is in effect. The same shall apply to foster children and



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stepchildren of the insured person, if they share legal residence and live together with the insured person at the time of their death.

- 7.2 Compensation shall not be paid in the event of a death directly or indirectly attributable to an accident occurring before the insurance policy entered into effect or to a disease first displaying symptoms before the insurance policy entered into effect.
- 7.3 Compensation in the event of the death of a child shall total 15% of the sum insured for the insured person at the time of death, up to a maximum of ISK 2 000 000 for each child. This per-child amount may not be exceeded even if the insured person has more than one insurance policy in effect with the Company.
- 7.4 Payment of compensation under the insurance policy for a child shall have no effect on either the sum insured or the validity of the life-insurance policy.

### 8. Payment of premiums

- 8.1 The first premium shall be payable at the time it is charged, and subsequent premiums shall be payable the due dates specified at that time. The Company shall send the policyholder notifications of upcoming premium payments. Such notifications shall specifically state the payment deadline, which shall be at least 1 month from the date on which the notification is sent.
- 8.2 If the premium is not paid by the deadline set pursuant to Article 8.1, the Company may send a special warning demanding payment within 14 days, after which the insurance policy shall be terminated if the premium is still unpaid.
- 8.3 If the policyholder has not specifically negotiated payment of the premium with the Company before the deadline pursuant to Article 8.2 expires, the premium shall be deemed unpaid if not paid in full by the deadline.
- 8.4 Unless the policyholder agrees with the Company on another payment method, requests for premium payments are sent to the policyholder's online bank.
- 8.5 If the insurance policy is terminated pursuant to Article 8.2, the policyholder shall nevertheless pay premiums for the period in which the insurance policy was in effect. The premium shall be calculated *pro rata*.
- 8.6 If the Company's liability lapses on the grounds of non-payment of premiums pursuant to Article 8.2, following non-payment of premiums for at least 1 year, the insurance policy may be reactivated, provided that no new health information emerges, if the unpaid renewal premium, together with the premiums referred to in Article 8.5 and accrued default interest, are paid in full within 3 months of the liability lapsing. Liability shall begin the day after the final payment is made.
- 8.7 When collecting premiums, the Company may charge a special fee – further details of which shall be set out in the premium tariff – to cover the costs of collecting premiums. This shall also be specifically indicated in notifications of upcoming premium payments.

### 9. Changes to the sum insured and to premiums

- 9.1 The sum insured shall initially be indicated on the insurance certificate, and subsequently on the renewal certificate in effect at any given time. The certificate shall also stipulate whether the amount of the sum insured changes with the age of the insured person.
- 9.2 If the sum insured does change with age, the certificate shall also indicate the age of the insured person at which the change comes into effect, with the amount of the sum insured decreasing annually from that age, at the start of the first day of each insurance year. The aim of this decrease is to keep the premium unchanged in real terms from year to year. Up until that point, however, the insurance premium shall be dependent on the age of the insured person and changes annually upon renewal, in line with the insured person's increasing age.
- 9.3 If the insured sum does not change with age, insurance premiums shall be dependent on the age of the insured person and change annually upon renewal, in line with the insured person's increasing age.
- 9.4. Upon renewal at the start of each insurance year, the sum insured and the premium shall change in proportion to the change in the consumer price index for indexation from the basic life-insurance index quoted on the insurance certificate to the index for the month preceding the renewal. Any decrease in the index shall not reduce either the premium or the sum insured.



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### 10. Changes to the premium base

- 10.1 The Company reserves the right to change premiums in line with a new premium tariff, if there is a general increase in risk or if the general premisses of the insurance policy prove to be different than originally supposed.

### 11. Obligation of the policyholder, the insured person or the compensation claimant to provide information and consequences of failing to do so

- 11.1 When establishing or amending an insurance policy, the Company may request information that may be significant for its risk assessment. The policyholder or, as appropriate, the insured person shall provide accurate and exhaustive replies to the Company's queries. The policyholder or, as appropriate, the insured person shall also, unprompted, provide any information about particular incidents that they know or could know to be of real significance for the risk assessment performed by the Company when establishing or amending the insurance policy (cf. Article 82 of the Insurance Contracts Act).
- 11.2 If the Company learns, within 2 years from the start of its liability, that the obligation to provide information pursuant to Article 11.1 has been breached and if said breach on the part of the policyholder or insured person's is not deemed insignificant, it may then terminate the insurance policy with 14 days' notice (cf. Article 84 of the Insurance Contracts Act). If, however, the failure to provide information pursuant to Article 11.1 is fraudulent in nature, the Company may terminate the insurance policy, as well as any other insurance policies of the policyholder during the insurance period, without notice.
- 11.3. If an insurance event occurs and the obligation to provide information pursuant to Article 11.1 is breached in a fraudulent manner, the Company shall bear no liability. If the policyholder or insured person has otherwise breached their obligation to provide information pursuant to Article 11.1 in a manner that is not deemed insignificant, the Company may void liability in whole or in part, within 2 years from the start of its liability, (cf. Article 83 of the Insurance Contracts Act).
- 11.4 If a claimant provides incorrect information that they know or could know will result in the payment of compensation to which they are not entitled, their right to compensation shall be rendered void, and the Company may terminate all insurance policies with the claimant in question, as set out in greater detail in Article 120 of the Insurance Contracts Act.
- 11.5 If the insurance policy is terminated in accordance with this provision, the premium shall be paid for the period during which the insurance policy was in effect. The premium shall be calculated *pro rata*.

### 12. Declaring insurance events

- 12.1 If an insurance event has occurred, the person deeming themselves entitled to a payment under the insurance policy shall report the event to the Company without undue delay.
- 12.2 If this reporting obligation is breached intentionally or through gross negligence, resulting in the Company being unable to researching the cause of an insurance event, the Company may reduce or void its liability.

### 13. Payment of compensation – Offsetting debts – Expiry of claims

- 13.1 Compensation may be claimed 14 days after the Company was able to obtain the documentation necessary to assess its liability.
- 13.2 Full compensation shall equal the sum insured indicated on the insurance or renewal certification in effect on the day of the insured person's death. In accordance with Article 123 of the Insurance Contracts Act, a person entitled to compensation shall be entitled to interest on their claim.
- 13.3 In accordance with Article 122 of the Insurance Contracts Act, the Company may offset unpaid premiums against any insurance compensation payable.
- 13.4 Claims for compensation under the insurance policy shall expire according to the rules laid down in Article 125 of the Insurance Contracts Act.

### 14. Right to increase the sum insured without a health declaration



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- 14.1 The insured person may submit a written request for an increase of the sum insured during the insurance period of the policy, without further information about their health, within 6 months from the time when they:
- have a child;
  - adopt a child under the age of 18 years;
  - buy a residential property.
- 14.2 The entitlement referred to in Article 14.1 shall not exist if:
- a risk assessment determines a life-insurance premium with a surcharge;
  - the insured person is entitled to a premium waiver under Article 15;
  - the insured person has received payments under their health-insurance policy with the Company;
  - the insured person is 45 years or older when the Company receives the request referred to in Article 14.1.
- 14.3 The sum insured may increase by no more than ISK 4 000 000 at event of the type referred to in Article 14.1. It may not, however, exceed ISK 25 000 000.
- 14.4 The insurance premium shall increase in line with the increase in the sum insured, according to the Company's premium tariff. The increase shall take effect when the Company sends the policyholder a certificate confirming the increase and a premium payment request.

### 15. Premium waiver

- 15.1 If the insured person loses at least more than half of their ability to work while the insurance policy is in effect, as the result of an accident or disease, they shall be entitled to a proportional reduction of premiums while the situation in questions lasts, for up to a maximum of 7 years, but no later than 65 years of age.
- 15.2 The insured person shall not be entitled to a premium waiver:
- before 3 months have elapsed from the time at which their ability to work is assessed to have fallen by at least a half;
  - for any longer than a period of 1 year before the Company receives their request for a premium waiver;
  - in respect of diseases that were present or had displayed symptoms before the insurance policy came into effect, nor for consequences of an accident occurring before the insurance policy came into effect;
  - if the loss of ability to work is caused by war, military action, riots, uprisings or similar events;
  - if the loss of ability to work is caused by alcohol, drug, pharmaceutical or toxin abuse or by participation in criminal acts.
- 15.3 Requests for a premium waiver shall be made in writing on the form provided by the Company. The Company shall base its assessment of loss of working capacity on the insured person's ability to perform their normal job and their options for performing other jobs. To that end, the Company may ask for necessary documentation – such as medical certificates, information on employment income and existing disability assessments – to be obtained from public insurance institutions, pension funds or insurance companies, free of charge to the Company. The Company shall notify the insured person, in a verifiable manner, of its premium-waiver decision and, if granted, what the reduction is and for how long it will be given.
- 15.4 If a premium waiver has been granted, the insured person must inform the Company as soon as they regain full or partial ability to work. While a premium waiver is in effect, the Company may at any time request necessary documentation of the type referred to in Article 15.3, at the Company's expense. The provisions laid down in Article 11 regarding false information shall also apply to premium waivers, as applicable.

### 16. Dispute resolution – Venue

- 16.1 Disputes regarding the Company's liability for compensation and other disputes concerning the provisions of the Insurance Contracts Act may be referred to the Insurance Arbitration Committee, in accordance with the Committee's statutes as in force at any given time. Further information regarding the Committee and referrals can be found at [www.nefndir.is](http://www.nefndir.is) and with the Company.



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- 16.2 Notwithstanding the remedy referred to in Article 16.1, the parties may submit disputes to the courts, which shall rule thereon in accordance with Icelandic law, unless otherwise provided by international agreements to which Iceland is bound.
- 16.3 The Company's domicile and venue are in Reykjavik. Disputes arising from this insurance policy shall be brought before the District Court of Reykjavik. The Company may, however, also bring disputes arising from the insurance policy before the jurisdiction at the policyholder's domicile.

These terms and conditions shall take effect on 15 April 2026.