

# Terms and Conditions of Business Health Insurance 2/2020

Effective as of 01.12.2020

These terms and conditions of health insurance for companies (hereinafter the Terms and Conditions) are a part of the company's health insurance contract entered into between Compensa Vienna Insurance Group, ADB Estonia branch, whose brand in Estonia is Seesam (hereinafter Seesam), and the policyholder.

#### **INSURED EVENT**

- An insured event is an illness of an insured person, incl. exacerbation of a chronic illness, accident or another event stated in the insurance contract, due to which the insured person has sought medical advice from a physician or company providing health services during the insurance period and has been provided health service or received tests to the extent and under the terms and conditions agreed in the insurance contract.
- 2 Costs incurred before or after the insurance period are not indemnified.

#### **INSURED PERSON**

- An insured person is an employee of the policyholder specified in the insurance policy or an annex thereto by their name.
- 4 An insured person is a member of a managing body (e.g. management board and supervisory board) specified in the insurance policy or an annex thereto by their name.
- An insured person is also deemed to be a family member of an employee if a separate note has been made thereon in the policy and the family member has been included on the list of insured persons. A family member for the purposes of these Terms and Conditions is a spouse, cohabiting partner and a child of up to 19 years of age of an employee or member of a managing body of the policyholder. A family member is insured until the insurance cover of the employee is valid.
- 6 Employees of the policyholder are insured on the basis of the list submitted to Seesam. The insurance cover in respect of an insured person begins on the day when the person has been included on the list of insured persons (see clause **65.1**).

# **VALIDITY OF INSURANCE COVER**

- 7 The insurance contract is entered into for an unspecified term.
- 8 The insurance period is one year, unless otherwise provided in the policy.
- 9 If the parties do not express their wish to terminate the insurance contract prior to the expiry of the insurance period, Seesam will issue a new insurance policy for the next insurance period.
- 10 The insurance cover is valid during the insurance period specified in the policy.
- 11 Insurance cover is valid in the Republic of Estonia.
- Services provided by a medical practice, state or municipal institution holding an authorisation for the provision of health services or by a company entered in the Health Board register are indemnified. The person providing health services must hold a valid professional certificate.

# **SUM INSURED, DEDUCTIBLE**

- The sum insured is the maximum amount of money per insurance class and insured person in the insurance period as determined in the insurance contract. If several insured events occur during the same insurance period, the costs are indemnified up to the sum insured indicated in the policy.
- Deductible means the share of damage or cost per insured event that is borne by the insured person and has been specified in the insurance contract. The deductible is specified in the policy.

#### ADDITIONAL HEALTH COSTS TO BE INDEMNIFIED

- 15 Health costs subject to indemnification under the insurance contract:
  - 15.1 outpatient family medicine and specialised medical services;
  - 15.2 prophylactic medical examination and preventive treatment;
  - 15.3 occupational medical examination;
  - 15.4 psychiatric and psychological counselling services;
  - 15.5 hospital treatment services;
  - 15.6 rehabilitation services;
  - 15.7 dental treatment services;
  - 15.8 cost of glasses and contact lenses;
  - 15.9 vaccinations;
  - 15.10 prescription medicines;
  - 15.11 obstetrical services.
- 16 The health costs chosen by the policyholder and the sum insured are specified in the policy.
- Only those health costs are indemnified that are set out under the definitions of health costs (see clauses **15.1-15.11**, **18-45**), considering the restrictions set out separately in the clauses of health costs and under general exclusions.

# Outpatient family medicine and specialised medical services as well as day hospital treatment services

- The cost of medically indicated outpatient family medicine and specialised medical services, incl. patient's appointment fee, physician's paid appointment, and the tests, diagnostics and analyses (incl. those during pregnancy) and day hospital treatment prescribed by the physician's referral is subject to indemnification.
- Day hospital treatment is a health service the provision of which requires short-term monitoring of the state of a person and the person leaves the health service provider on the same day.
- 20 In addition to general exclusions, the following is not indemnified: the cost of hospital treatment services in the case of staying overnight in hospital, cost of prophylactic medical examination and preventive treatment, occupational health, rehabilitation services, dental treatment services, glasses and contact lenses, vaccinations or prescription medicines.

## Prophylactic medical examination and preventive treatment

- 21 The cost of health tests (e.g. the health packages of Synlab and Qvalitas) without medical indication (incl. without a referral), which could be sports physician's consultation, physical stress test, allergy test, food intolerance test, nutritionist's consultation fee and menu planning, physiotherapy, chiropractor and massage services, laboratory analyses and ultrasound examinations in pregnancy, is subject to indemnification.
- 22 In addition to general exclusions, the following is not indemnified under prophylactic medical examination and preventive treatment: expenses on prescription medicines, foodstuffs, occupational medical examination and vaccinations.
- 23 The health service provider must hold a valid professional certificate or an authorisation necessary for providing a respective service in accordance with legislation.

# **Occupational medical examination**

24 The cost of the statutory mandatory occupational health examination carried out by an occupational health physician is subject to indemnification.

# Psychiatric and psychological counselling services

- 25 Psychiatrist's or psychologist's appointment and consultation cost and prescription medicines are subject to indemnification.
- 26 Inpatient hospital treatment and rehabilitation cost is not indemnified under psychiatric and psychological counselling.

# **Hospital treatment services**

- 27 Medically indicated hospital treatment cost of an insured person, incl. inpatient fee, extra fee for a paid ward (incl. extra fee for a postnatal family ward), examination, diagnostic tests in the hospital, preparation of a treatment plan, prescription of treatment, surgical procedures, medicinal products prescribed by a physician and administered in the hospital, is subject to indemnification.
- **Exception**. Unlike in clause 27, the fees for a postnatal family ward are also indemnified if the woman giving birth is the insured person's spouse or cohabiting partner who herself is not the insured person. The cost is indemnified upon presentation of the birth certificate of the child and provided that the parent is the insured person.
- 29 In addition to general exclusions, the following is not indemnified in the case of hospital treatment services: the cost of rehabilitation, prophylactic tests and preventive treatment, dental treatment services, glasses and contact lenses, vaccinations or prescription medicines.
- 30 **Exception**. Unlike in clause 29, rehabilitation costs are indemnified if rehabilitation is inextricably related to the hospital treatment service.

#### Rehabilitation services

- 31 The expenses on rehabilitation prescribed by a physician (e.g. a referral, decision of an occupational health physician, case history) are subject to indemnification. The cost of rehabilitation consultation, physiotherapy, therapeutic exercises, mud treatment, treatment massage, hydrotherapy, chiropractic, osteopathic services, electrotherapy, occupational therapy and speech therapy is indemnified.
- 32 The cost of assistive devices, incl. orthopaedic assistive devices, a wheelchair, crutches, support devices and other similar assistive devices, prescribed by a physician, which is caused by an insured event is subject to indemnification.
- In addition to general exclusions, the following is not indemnified in the case of rehabilitation services: the accommodation and catering cost, spa or health resort packages, etc., related to rehabilitation.
- 34 The cost not prescribed by a physician is not indemnified under rehabilitation services.

#### **Dental treatment services**

- 35 The following costs of dental treatment services are indemnified:
  - 35.1 dentist's outpatient appointment, consultation, preparation of a treatment plan;
  - 35.2 dental treatment and surgery;
  - 35.3 X-ray;
  - 35.4 examinations necessary for diagnosing dental diseases and oral tissue diseases;
  - 35.5 dental hygienist's services, e.g. removal of calculus, Airflow cleaning, removal of dental plaque, polishing of dental filling;
  - 35.6 cost of orthodontic treatment.
- 36 In addition to general exclusions, the following is not indemnified:
  - 36.1 teeth whitening cost;
  - 36.2 cost of cosmetic surgeries on teeth and oral cavity;

# Cost of glasses and contact lenses

- 37 The cost of glasses and contact lenses prescribed and acquired during the insurance period is subject to indemnification for up to the sum insured specified in the policy if an ophthalmologist or optometrist has written out a prescription certifying the need for glasses or contact lenses. The ophthalmologist's or optometrist's appointment cost is also indemnified.
- 38 The cost of acquisition of up to 2 pairs of contact lenses is indemnified during one insurance period.
- In addition to general exclusions, the following is not indemnified: the cost of repair and replacement of glasses unless a prescription certifying the need for glasses has been written out during the insurance period.

#### **Vaccinations**

- 40 The cost of vaccinations carried out during the insurance period is indemnified for up to the sum insured specified in the policy.
- The cost of vaccinations is also indemnified outside of the premises of a health care institution (e.g. office premises of the company).

# **Prescription medicines**

- 42 The cost of medicines incurred during the insurance period is indemnified if all of the following terms and conditions exist:
  - 42.1 the medicines must be prescribed by a physician;
  - 42.2 the medicines must be purchased on the basis of a prescription;
  - 42.3 the medicines must be registered in Estonia or the European Union.
- In addition to general exclusions, the following is not indemnified: expenses on non-prescription medicines, vaccines, food supplements, vitamins, and contraceptive devices and drugs.

#### **Obstetrical services**

- Inpatient services related to the insured person's childbirth that started during the insurance period and which may include the fee for a paid ward, the fee for a paid physician or midwife, medicines consumed in the hospital, surgeries (incl. Caesarean section) related to the childbirth. Only the costs incurred during the insurance period are indemnified.
- 45 In addition to general exclusions, the cost of postnatal treatment of the child is not indemnified.

#### **GENERAL EXCLUSIONS**

General exclusions apply to all insurance covers.

- Damage and cost not caused by an insured event are not indemnified.
- Damage and cost are not subject to indemnification in respect of a person who has not been included on the list of insured persons by the time of the occurrence of an insured event.
- 48 The cost related to the issue of a paid medical certificate (incl. consultations and tests) is not indemnified. This includes, for instance, a medical certificate required for driving licence, commencement of work or studies or continuation of work, for weapons permit, visa, etc.
- 49 No damage and cost are indemnified if the medical services have been provided by a person who does not have the respective right under the applicable legislation or if the person providing the services holds no respective professional certificate. Costs are not indemnified if the services are provided by using a methodology or technology, the use of which for treatment is not permitted in Estonia.
- 50 The cost of work ergonomic devices, such as a footrest, computer mouse pad, computer glasses, etc., is not indemnified.
- 51 Damage caused or influenced by the alcoholic, narcotic or other intoxication of the insured person is not indemnified.
- 52 Damage and cost related to treatment or diagnostics of psychoses, schizophrenia and addiction diseases (incl. drug addiction, alcoholism, etc.) are not indemnified.

- Damage and cost related to treatment of sexually transmitted diseases (e.g. AIDS, HIV, chlamydia, gonorrhoea, syphilis, etc.), except for the costs up to the first diagnosis, are not indemnified.
- 54 The cost of the following services is not indemnified: manicure (incl. therapeutic and treatment manicure), pedicure (incl. therapeutic and treatment pedicure), cosmetic and beauty services, health capsule services, photodynamic laser treatment, cosmetic and plastic surgery.
- 55 The cost of removal of birthmarks and skin lesions without histological studies is not indemnified.
- Cost related to contraceptive devices and drugs, infertility diagnosis and treatment (incl. laparoscopic surgeries) or artificial insemination is not indemnified.
- 57 Costs related to termination of pregnancy without medical indication are not indemnified.
- 58 The cost of obstetrical services is not indemnified (except in the case of clause 44).
- 59 The services provided by an addiction specialist, trichologist, orthopaedist-prosthetist or clinical immunologist are not indemnified.
- The cost of alternative medicine services, incl. consultation, tests, diagnostics and medicines, such as acupuncture, reflexology, homoeopathy, aromatherapy, bioresonance diagnostics, ayurveda therapy, naturopathy, etc., is not indemnified.
- The cost of sleep therapy or services related to sleep disorders, incl. consultation, treatment, diagnostics and medicines, is not indemnified.
- The cost of a surgery to correct visual acuity, bariatric surgery, varicose vein surgery, sclerotherapy, immunotherapy or barotherapy is not indemnified.
- 63 The cost of food supplements, diet mixes and special food is not indemnified.
- Seesam has the right to reduce the insurance indemnity or refuse to pay the insurance indemnity if the occurrence of the insured event has been affected by the fact that the insured person has knowingly jeopardised their life and health. This includes a situation where the insured person has initiated a fight, driven a motor vehicle in a state of intoxication, driven a motor vehicle without the right to drive, injured themselves, consumed toxic substances or attempted suicide.

#### **OBLIGATIONS OF POLICYHOLDER AND INSURED PERSON**

- 65 Upon entry into the contract, the policyholder must present to Seesam true and complete information on all relevant facts that may affect entry into the contract. The notification obligation also applies if the policyholder presumes that the fact is already known to Seesam.
  - 65.1 To include an additional person on the list of insured persons or to terminate the insurance cover in respect of an insured person during the insurance period, the policyholder must send a written notice to Seesam stating the name and personal identification code of the insured person.
- 66 If the policyholder has provided incorrect data when entering into the insurance contract, on the basis of which a smaller insurance premium was calculated, the damage is indemnified according to the ratio of the insurance premium calculated on the basis of correct data to the insurance premium calculated on the basis of incorrect data.
- The policyholder must inform the insured person of entry into the contract and explain to the insured person the rights, requirements and obligations arising from the contract.
- 68 Seesam must be notified of a change that has taken place during the term of the insurance contract and concerns the data requested in the insurance application or in any other form upon entry into the insurance policy.
- 69 If the policyholder breaches the notification obligation, Seesam has the right to reduce the insurance indemnity or refuse to pay the indemnity if the breach of the notification obligation had an impact on the occurrence of the insured event and the Seesam's obligation to perform the contract.
- The insured person must take care of their health and, in the event of an illness, do everything in their power to get better and adhere to the instructions of the attending physician.
- 71 The insured person is required to enable Seesam to obtain information about special categories of personal data if this is required to ascertain whether Seesam has to perform their obligations. Upon a breach of the foregoing obligation, Seesam has the right to refuse to pay the indemnity.

## CHANGE IN INSURANCE PREMIUM AND SCOPE OF INSURANCE COVER

- 72 After entry into the insurance contract, Seesam has the right to change the insurance premium and scope of insurance cover in the following cases:
  - 72.1 a change in the average age of the insured persons;
  - 72.2 a change in the frequency of insured events;
  - 72.3 a change in the scope of state compensation for health insurance services;
  - 72.4 a change in fees charged for health services;
  - 72.5 amendments to legislation organising health care administration.
- 73 Seesam notifies the policyholder of changes in the contract at least one month before entry into force of the changes.

# **ACTIONS IN THE CASE OF LOSS EVENT**

- 74 The insured person is required to notify Seesam of each insured event in writing at the first available opportunity, apply all measures to identify the circumstances of the insured event and adhere to the instructions of Seesam.
- 75 The insured person is required to turn to a licensed physician or medical institution and follow the treatment guidelines provided by the physician or nurse.
- 76 If hospital treatment is prescribed for the insured person, Seesam must be immediately notified thereof.
- 77 In order to apply for the indemnity, the following documents must be presented:
  - 77.1 a request for indemnification;
  - 77.2 medical documents describing the insured person's need for medical care (e.g. copy of the patient's record, copy of the case history or emergency record, copy of the referral, X-ray investigations, etc.);
  - 77.3 documents evidencing the cost of medical service (e.g. receipts, invoices, payment orders);
  - 77.4 a document certifying the birth of a child;
  - 77.5 in the event of indemnification of the cost of glasses and contact lenses, a certificate concerning a change in visual acuity, purchase documents of glasses or contact lenses;
  - 77.6 a copy of the prescription in the case of indemnification of prescription medicines.
- In the case of a need for treatment in Europe, the insured person is required to present a European Health Insurance Card (EHIC) to the medical institution.
- 79 The documents specified above must show that the service has been provided to the insured person or the medicines, glasses or contact lenses are intended for the insured person.