

# Terms and Conditions of Personal Accident Insurance 1/2020

Valid as from 1 July 2020

These terms and conditions of personal accident insurance (hereinafter terms and conditions) form part of the personal accident insurance contract entered into between the Estonian Branch of Compensa Vienna Insurance Group, ADB, the brand of which in Estonia is Seesam (hereinafter Seesam), and the policyholder.

## DEFINITIONS

- 1 An **insured event** shall be temporary bodily injury, temporary incapacity for work, permanent disability or death resulting from an accident that has occurred during the insurance period (clauses 1.1 and 1.2). Insurance benefit shall be payable subject to the type of insurance benefit indicated in the policy (clause 13).
  - 1.1 An accident shall be deemed to be an unexpected and sudden bodily injury independent of the intent of the insured person and caused by an external factor.
    - 1 An **unexpected and sudden bodily injury** shall be such an injury whose occurrence could not have been foreseen upon entry into the contract.
    - 2 A bodily injury **independent of the intent** of the insured person shall be an injury that occurs without any such wish of the insured person. A suicide attempt, intentional self-injury, for example, shall not be deemed to be a bodily-injury independent of intent.
    - 3 A bodily injury **caused by an external factor** shall be understood to include all such injuries (e.g., a bone fracture, muscle or tendon tears or wounds), which originate in an extra-corporeal physical contact (e.g., a blow, contusion, puncture, crushing, bite) or which are caused by a single movement of the insured person (e.g., a dislocation).
    - 4 A **bodily injury** shall be a disorder of the anatomical integrity or organs and tissues or their physiological functions caused by an external factor.
  - 1.2 As an exception to clause 1.1, a bodily injury shall be deemed an accident where caused to the insured person:
    - 1 by a heat stroke, sunstroke, gas or chemical poisoning, snake bite, bee, wasp or hornet sting;
    - 2 drowning or freezing.
- 2 An **insured person** shall be an individual, specified by name in the contract, whose insurance risk is insured.
- 3 A **beneficiary** shall be a person who is entitled to an insurance benefit upon an insured event pursuant to the insurance contract. The beneficiary shall be identified upon entry into the contract subject to a written consent of the insured person and a note to this effect shall be made in the policy.
  - 3.1 If no beneficiary is identified in the insurance contract, the recipient of the benefit shall be the insured person, or in the case of a minor insured person – his or her lawful representative, upon occurrence of a temporary bodily injury, temporary incapacity for work or permanent disability. In the case of a death, a successor to the insured person shall be the recipient of the benefit.
  - 3.2 A successor or successors shall be a person or persons to whom the rights and obligations of the insured person arising from the insurance contract transfer by way of inheritance.
  - 3.3 In order to qualify for the insurance benefit, the successor or successors need to prove that they are entitled to claim the insurance benefit from Seesam in lieu of the insured person.
  - 3.4 Where there are several successors, the sum insured shall be reimbursed proportionally between the successors.
  - 3.5 Where the policyholder is specified as the beneficiary, Seesam shall be obligated to pay the insurance benefit only in the case where the policyholder presents the consent of the insured person to enter into the contract in writing or by any means which leaves a written record.

## VALIDITY AND VARIANTS OF INSURANCE COVER

- 4 The insurance cover shall be valid worldwide during the insurance period indicated in the policy.
- 5 The variants of insurance cover shall be full-time and part-time insurance cover.
  - 5.1 Full-time insurance cover shall be valid 24 hours a day.
  - 5.2 Part-time insurance cover shall only be valid when carrying out work assignments and during working hours. Part-time insurance cover shall not be valid on the way to and from work. In the event of a dispute Seesam shall be guided by the report of the accident in the workplace.
- 6 Insurance cover shall not automatically include sports, activities or jobs that are listed in these terms and conditions under activities insurable subject to a special agreement.
- 7 Where, upon entry into the contract, the policyholder wishes to insure himself or herself or a third person for activities listed as activities insurable subject to a special agreement, Seesam must be correspondingly informed of this upon entry into the insurance contract.

## ACTIVITIES INSURABLE SUBJECT TO A SPECIAL AGREEMENT

- 8 Activities insurable subject to a special agreement are competitive sports, high-risk activities, and professions exposed to a risk. Insurance cover shall be valid if a statement to that effect has been recorded in the policy.

### 9 Competitive sports

- 9.1 Competitive sports are activities directed towards attainment of success in public sports competition. For example, participation in league competitions, Estonian cups, championships and international competitions, the Olympic Games and also in training sessions of the respective competitions. Competitive sports do not include mass sports events, such as public running competitions, public marathons, etc.
- 9.2 Where the insured person is engaged in competitive sports listed below or in sports with a similar degree of risk (incl. preparatory training for competitions), a relevant note stating Competitive Sports should be included in the policy:
  - 1 basketball, football (incl. American football), volleyball, handball, water polo, squash, tennis, floor ball;
  - 2 athletics, multiple event contests, triathlon, orienteering;
  - 3 cycling, horseback riding, roller-skating, skateboarding;
  - 4 alpine skiing and snowboarding on specially designated tracks, skating;
  - 5 sailing, surfing;
  - 6 competitive dancing, gymnastics;
  - 7 sport hunting, shooting.

### 10 High-risk activities

- 10.1 If the insured person is engaged in activities listed below or in activities with a similar degree of risk, a relevant note stating High-Risk Activities shall be included in the policy:
  - 1 ice hockey, field hockey;
  - 2 underwater sports, including diving to the depth of up to 40 m;
  - 3 judo, karate, wrestling, weight lifting;
  - 4 ice yachting, water motor sports, water-skiing;
  - 5 motorsport;
  - 6 Riding on ATVs and snowmobiles, except when an ATV or snowmobile is used to perform job tasks during working hours and has been prior agreed with Seesam;
  - 7 karting;
  - 8 participation in hiking lasting over 24 hours;
  - 9 riding skateboards, scooters or roller skates in a skateboard park.
- 10.2 Where the insured person is or plans to be engaged in sports not mentioned in these terms and conditions, the level of complexity of such a sport shall be prior agreed with Seesam by any means which leaves a written record. In the event of a dispute, the given sport shall be classified as a high-risk activity.

## **11 Insurance cover shall not apply to the activities listed below:**

- 1 alpinism, ice, mountain and wall climbing, mountaineering, mountain hiking at an altitude of over 5000 m;
- 2 diving to the depth of over 40 m;
- 3 rafting;
- 4 boxing (incl. kickboxing, Thai boxing, etc.), mixed martial arts (MMA);
- 5 aerial sports (incl. parachuting and bungee jumping);
- 6 ski jumping, downhill and speed skiing, heli-skiing, bobsleighbing;
- 7 alpine skiing and snowboarding on tracks not designated for this;
- 8 trick cycling, parkour, downhill biking;
- 9 kite buggying, kite surfing and surfboarding, etc.;
- 10 any motorcycle sports, off-road motorcycling (i.e., in woods, on fields and off-road tracks) and other similar activities.

## **12 Professions exposed to risks**

- 12.1 Professions exposed to risk shall be: a lorry driver, forest worker, police officer, security officer, rescue worker (except ambulance staff), miner, builder, diver, cash collector, stunt artist.
- 12.2 The insurance cover shall not apply to work in professions exposed to risks, except if this has been previously agreed upon with Seesam and the relevant note has been included in the policy.
- 12.3 The insurance cover shall not apply to active service in defence forces or participation in field exercises, except if this has been previously agreed upon with Seesam and the relevant note has been included in the policy.

## **TYPES OF INSURANCE BENEFITS**

- 13 The types of insurance benefits shall be per diem allowance, compensation for injury, compensation for treatment expenses, permanent disability benefit and death benefit.
- 14 The insurance cover options, types of insurance benefit and additional insurance, as well as the sums insured selected by policyholder shall be specified in the policy.

## **15 Per diem allowance**

- 15.1 Where, as a result of an insured event the insured person suffers temporary incapacity for work whose treatment lasts at least eight consecutive calendar days, Seesam shall pay a per diem allowance, taking into account the provisions of clause 15.5.
- 15.2 Seesam considers as temporary incapacity for work such situations where the insured person cannot perform his or her designated work duties and an attending physician has issued a certificate of incapacity for work to the insured person, endorsed by the employer and submitted to an authority providing health insurance services, such as the Health Insurance Fund.
- 15.3 The per diem allowance has been designed for individuals who work under a contract of employment or work in public services.
- 15.4 As an exception, an employed lawful representative of a minor insured person shall also be entitled to the per diem allowance if he or she needs to be absent from work due to an insured event that has happened to the minor insured person and per diem allowance has been specified as a type of insurance benefit in the representative's policy.
- 15.5 Per diem allowance shall be payable based on a certificate of incapacity for work for the period of incapacity for work as indicated thereon, but not for more than 182 days of treatment within one year as of the day of occurrence of the insured event for any one insured event.
- 15.6 The amount of the per diem allowance shall be the amount of allowance per one day as indicated in the policy.
- 15.7 Per diem allowance shall not be paid:
  - 1 if the insured person is temporarily incapacitated for work for less than eight consecutive calendar days;
  - 2 after expiry of the period of incapacity for work of the insured person as set out in the certificate of incapacity for work;

- 3 if the loss of capacity for work is not caused by an accident (see clauses 1.1 and 1.2);
  - 4 from the moment Seesam assigns a benefit for permanent disability to the insured person;
  - 5 if the insured person did not have a valid contract of employment or he or she did not work in public services at the time of the insured event.
- 15.8 As a prerequisite for applying for the per diem allowance, the following documents shall be submitted to Seesam within three months of the end of the period of incapacity for work:
- 1 a written application for the benefit;
  - 2 a properly completed decision of a physician on a form issued by Seesam (incl. diagnosis of the illness), an extract from the clinical record in the case of hospital treatment or surgery, a copy of the injury card in the case of treatment in the emergency room, and X-rays together with a description of findings and a diagnosis in the case of bone fractures and other bone injuries;
  - 3 a copy of the certificate of incapacity for work filled in by the employer and submitted to the medical insurance institution; Seesam may verify the data of the certificate of incapacity for work against the Estonian Health Insurance Fund;
  - 4 a confirmation from the police about the occurrence and circumstances of the accident, in the case of a traffic accident or an offence, by any means which leaves a written record;
  - 5 a report of the accident in the workplace in the case of an accident at work.

## **16 Compensation for injury**

- 16.1 Where, as a result of an insured event the insured person suffers temporary damage to health, which corresponds to that described in the Table of Compensation for Injury and treatment of which lasts for more than eight consecutive days, Seesam shall pay a compensation for injury. The duration of the period of treatment must be proven by an attending physician.
- 16.2 The compensation for injury shall be a single benefit calculated as a percentage of the sum insured. The Table of Compensation for Injury indicated in the policy shall be the basis of determining the amount of the compensation for injury.
- 16.3 Where an injury is not covered by the Table of Compensation for Injury, Seesam shall decide on the benefit by way of analogy, relying on the decision of a trusted physician and the severity of the injury. If the analogy of Seesam's trusted physician cannot be applied, no compensation for injury shall be paid.
- 16.4 The compensation for injury shall be paid for accidents that have occurred during one insurance period to the maximum extent of the sum insured set out in the insurance contract.
- 16.5 As a prerequisite for applying for the compensation for injury, the following documents shall be submitted to Seesam within three months of the end of the treatment:
- 1 a written application for the benefit;
  - 2 a properly completed decision of a physician on a form issued by Seesam (incl. diagnosis of the illness), an extract from the clinical record in the case of hospital treatment or surgery, a copy of the injury card in the case of treatment in the emergency room, and X-rays together with a description of findings and a diagnosis in the case of bone fractures and other bone injuries;
  - 3 a confirmation from the police about the occurrence and circumstances of the accident, in the case of a traffic accident or an offence, by any means which leaves a written record;
  - 4 a report of the accident in the workplace in the case of an accident at work.

## **17 Compensation for treatment expenses**

- 17.1 Where the insured person needs any health care services for recovering from an injury suffered as a result of an insured event that are not indemnified by the Estonian Health Insurance Fund, Seesam shall pay a compensation for treatment expenses to the extent provided for in clause 17.3.
- 17.2 Where the insured person does not have compulsory medical insurance of the Republic of Estonia, the insurance benefit shall be calculated by way of analogy to a person covered by compulsory health insurance.
- 17.3 The following shall be indemnified:
- 1 costs of treatment of dental injuries caused by an accident;
  - 2 costs of physiotherapy and medical physical training necessary from the point of view of treatment and as prescribed by the physician (incl. costs of massage);

- 3 costs previously agreed with Seesam for acquisition of medical instruments (e.g., a body ball, expander, etc.) prescribed for rehabilitation by an attending physician;
  - 4 costs previously agreed with Seesam for rental or purchase of medical instruments (e.g., crutches, wheelchair, etc.) necessary and justified from the point of view of treatment;
  - 5 a hospital bed day costs if the need for treatment is due to an insured event.
- 17.4 The following shall not be indemnified:
- 1 damages caused to teeth or prosthesis as a result of biting. Likewise, costs of treating dental caries and other stomatological diseases shall not be indemnified;
  - 2 costs of medicines, visit fees;
  - 3 damage that is compensated under the traffic insurance law, the compulsory insurance law of liability for a foreign car, or any other law.
- 17.5 The maximum compensation for treatment expenses for any one insured event shall be the insured event indicated in the policy. Where several insured events occur within one insurance period, the maximum total amount of all the compensations for treatment expenses shall be the three fold compensation for treatment expenses.
- 17.6 As a prerequisite for applying for the compensation for treatment expenses, the following documents shall be submitted to Seesam within three months of the end of the treatment:
- 1 a written application for the benefit;
  - 2 a properly completed decision of a physician on a form issued by Seesam;
  - 3 a medical document setting out the justification for treatment and/or the requirement for medical instruments;
  - 4 in the event of dental injury, an extract from the dental care card;
  - 5 a confirmation from the police about the occurrence and circumstances of the accident, in the case of a traffic accident or an offence, by any means which leaves a written record;
  - 6 a report of the accident in the workplace in the case of an accident at work;
  - 7 documents confirming expenses.

## **18 Permanent disability benefit**

- 18.1 The insured person shall be entitled to permanent disability benefit if the insured event has caused permanent disability to the insured person.
- 18.2 Seesam shall consider as a permanent disability such a state where the functioning of a part of a person's body or sense organ has not been rehabilitated within one year of the occurrence of the insured event and therefore normal functioning of the part of body or sense organ is affected.
- 18.3 The Table of Indemnity for Permanent Disability indicated in the policy shall be the basis of determining the amount of the permanent disability benefit. The benefit shall be paid as a single benefit as a percentage of the sum insured on the basis of the Table of Indemnity for Permanent Disability.
- 18.4 Where an injury is not covered by the Table of Indemnity for Permanent Disability, Seesam shall decide on the benefit by way of analogy, taking into account similar injuries and their severity. If the analogy cannot be applied, no benefit shall be paid.
- 18.5 The existence and extent of the permanent disability shall be determined by Seesam's trusted physician one year after the occurrence of the insured event, using as the basis the health status of the insured person at the moment of determination of the disability. Seesam has the right, with regard to the nature of injury, to make a decision about permanent disability earlier than one year after the occurrence of the insured event.
- 18.6 In determining the permanent disability, only the severity and nature of the disability shall serve as the basis and not the profession, hobbies or lifestyle of the insured person.
- 18.7 Where the severity of the disability caused by an accident is at least 60% according to the Table of Indemnity for Permanent Disability, the sum insured for a permanent disability indicated in the policy shall be paid in full.
- 18.8 As a prerequisite for applying for permanent disability benefit, the following documents shall be submitted to Seesam within three months of the occurrence of the right to receive permanent disability benefit:
- 1 a written application for the benefit;
  - 2 a properly completed decision of a physician on a form issued by Seesam;

- 3 a medical document describing the permanent and non-recoverable injury and its extent;
- 4 if possible, the decision of medical expertise about permanent incapacity for work;
- 5 a confirmation from the police about the occurrence and circumstances of the accident, in the case of a traffic accident or an offence, by any means which leaves a written record;
- 6 a report of the accident in the workplace in the case of an accident at work.

## 19 Death benefit

- 19.1 Where the insured person dies as a result of an accident that occurred during the insurance period, the beneficiary as indicated in the policy or the successors shall be entitled to receive a death benefit. The benefit shall not be paid if the insured person dies more than one year after the date of occurrence of the insured event.
- 19.2 As a prerequisite for applying for the death benefit, the following documents shall be submitted to Seesam within three months after the death:
- 1 a written application for the benefit;
  - 2 the death certificate of the insured person;
  - 3 a certificate from the physician regarding the cause of death;
  - 4 the personal identification document of the beneficiary;
  - 5 a confirmation from the police about the occurrence and circumstances of the accident, in the case of a traffic accident or an offence, by any means which leaves a written record;
  - 6 a report of the accident in the workplace in the case of an accident at work;
  - 7 the certificate of inheritance, if necessary.
- 19.3 Where civil, criminal, administrative or misdemeanour proceedings regarding the case are underway, and the proceedings are essential for establishing the obligations of Seesam or their scope, the due date for submission of documents shall be extended for this period of proceedings.

## EXCLUSIONS TO AN INSURED EVENT

- 20 The following damages and costs shall not be indemnified:
- 1 those not caused by an insured event;
  - 2 those caused by the period of recovery of the insured person prolonging due to an illness or injury not caused by an insured event;
  - 3 those caused by damage to teeth and/or dental prostheses, except where compensation for treatment expenses has been indicated as a type of insurance benefit in the policy;
  - 4 those caused by loss, falling out or extraction of teeth and/or dental prostheses, except where in **direct causal** relationship with the insured event and compensation for treatment expenses has been indicated as a type of insurance benefit in the policy;
  - 5 those caused by the breaking of prostheses (except in the case specified in clause 20.3);
  - 6 those caused by diseases, injuries as a result of such diseases, treatment, application of medical measures, etc., except where the disease is directly caused by an insured event;
  - 7 those caused by bacterial infections (e.g., dental caries, food poisoning, salmonellosis, dysentery, etc.) and other viruses, except tetanus, rabies;
  - 8 those caused by contraction of HI-virus, AIDS or hepatitis;
  - 9 those caused by pregnancy, miscarriage, or parturition;
  - 10 those caused by psychiatric disorders and related injuries;
  - 11 those caused by stings or bites of insects, ticks or arachnids (except the cases set forth in clause 1.2.1);
  - 12 those caused by intoxication from eating poisonous fungi, berries or plants
  - 13 those caused by accidents in custodial institutions.

## **LIMITATIONS OF BENEFITS AND CIRCUMSTANCES AFFECTING MATERIALISATION OF INSURANCE RISKS**

- 21 Seesam has the right to reduce the insurance benefit or refuse payment of the benefit if:
- 1 illness of the insured person (incl. heart attack, stroke, diabetes, epilepsy, radiculitis), or a prior-determined disability has contributed to the insured event;
  - 2 the same body part has been recurrently insured. Seesam shall regard as a recurrent injury which has occurred in regard to the insured person within 24 months directly preceding the insured event;
  - 3 violation of the treatment regime prescribed by an attending physician has contributed to the insured event;
  - 4 a chronically present bodily injury (e.g., damaged knee joints become painful after physical exercise, an elbow repeatedly becomes disjointed) has contributed to the insured event;
  - 5 violation of occupational safety requirements has contributed to the insured event;
  - 6 an intentional act of the insured person or deliberate putting of their life and health at risk (a fight initiated by the insured person, driving under influence, driving a vehicle while disqualified, etc.) has contributed to the insured event;
  - 7 the use of alcoholic, narcotic, psychotropic or other substances, or consumption of poisonous fungi, plants and berries by the insured person has contributed to the insured event;
  - 8 the insured event is caused by overtraining and overloads.

## **ESSENTIAL CIRCUMSTANCES AFFECTING INSURANCE RISKS AND THEIR NOTIFICATION**

- 22 After entry into the insurance contract, the policyholder must not increase the insurance risk or allow its increase by persons for whom he or she is responsible, without a consent of Seesam.
- 23 The circumstances affecting the materialisation of insurance risks have been set out in clause 21 of these terms and conditions.
- 24 Seesam must be immediately notified of any potential increase of an insurance risk, except where the potential increase of the insurance risk is caused by generally known circumstances.
- 25 Seesam should be notified about changes in data, which were asked in the application or when the policy was entered into in any other form, that occur before the commencement or during validity of the insurance contract. Seesam should also be notified of any essential circumstances that may affect the insurance risk.
- 26 Such essential circumstances shall, for example, be; changes in the country of domicile, profession, occupation or hobby of the insured person. Also: becoming unemployed or taking a parental leave.
- 27 Where the policyholder is in breach of an obligation, which purports to reduce the risk of materialisation of an insurance risk, Seesam may reduce the insurance benefit or refuse to pay the insurance benefit if such a breach of obligation affected the occurrence of the insured event and Seesam's obligation to perform.

## **GENERAL POST-INSURANCE EVENT OBLIGATIONS**

- 28 After the occurrence of an insured event, the insured person shall:
- 1 seek medical help within 24 hours;
  - 2 notify Seesam about the accident, initial diagnosis and the medical institution providing treatment within three workdays;
  - 3 follow the medical prescriptions;
  - 4 promptly give relevant additional information as requested by Seesam. Seesam may ask for additional documents related to the loss event;
  - 5 allow his or her examination by a trusted physician of Seesam, if necessary;
  - 6 promptly contact the police, either personally or through other persons, in the event of an offence or a traffic accident.
- 29 The burden to prove an insured event shall rest with the policyholder or insured person in the event of temporary incapacity for work or permanent disability and, in the event of the death of the insured person – with the beneficiary. The aforementioned persons shall furnish such information to Seesam that is necessary to determine the scope of fulfilment of the contractual obligations by Seesam.

- 30 Seesam has a statutory right to make enquiries to relevant authorities and persons to verify facts surrounding the treatment. If the length and substantiation of the treatment do not comply with the diagnosis arising from the insured event, Seesam shall pay insurance benefits only for the substantiated period of treatment.

## **TERMINATION OF CONTRACT**

- 31 If the policyholder terminates the insurance contract during the insurance period, Seesam is entitled to retain the amount of 15 € from the insurance premiums to cover for management fees.