

# ACCIDENT INSURANCE

TERMS AND CONDITIONS No.EE6-1



**CONFIRMED with the decision No. LVB1\_0002/02-03-03-2017-44 of the management board of AAS "BTA Baltic Insurance Company" of 17.05.2017**

The Estonian branch of AAS "BTA Baltic Insurance Company" concludes accident insurance contracts according to current terms and general terms in effect during the period of validity of the contract that have been published on the homepage [www.bta.ee](http://www.bta.ee)

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## 1. What is what?

**BTA** – AAS “BTA Baltic Insurance Company” Estonian Branch or Insurer.

**Insurance indemnity (hereinafter known as Indemnity)** - a sum paid by BTA upon the occurrence of an insured event. The sum of an insurance indemnity per one insured event depends on the extent of the trauma suffered by Insured person, contractual limits of indemnity and sum insured. Types of insurance indemnity are daily allowance, compensation for pain and suffering, children education allowance, compensation for sweets, compensation for refresher training expenses, death grant, compensation for permanent disability or death benefit. Also, an illness of an insured person that can be categorized as “critical illness” respective to Annex No. 5.

**Insured event** – an unexpected and unpredictable accident that occurred during the period of validity of an insurance contract under agreed terms and against the free will of an insured person that results in an external and/or violent force causing an insured person a personal injury or their death.

**Insured risk** – a risk against which a person will be insured.

**Sum insured** – a sum agreed upon in an insurance contract that is a maximum sum to be paid out per one insured person and insured event. A sum insured shall also be the limit of indemnity for permanent disability or death of an insured person, based on whichever sum is the highest.

**Policyholder** – a legal or natural person who has a insurable interest and who has concluded an insurance contract with BTA.

**Insured person** - a policyholder or a natural person specified or not specified by name in an insurance contract, in respect whom an insured risk has been insured. An insured person cannot be a person with mental or physical disabilities who requires constant care or supervision. An insurance contract concluded for the benefit of the specified person shall be null and void from the start.

**Recurring bone fracture** – an injury that has occurred in the location of previous fracture as a result of second injury due to insufficient healing of bones.

**Child** – a person younger than 18 years. Current term does not apply to the insured risk “Children education allowance”.

**Increased Risk bone fracture** – an injury where the bone fracture occurs due to preceding joint injury (sprained joint, joint capsule rupture, joint dislocation, common dislocation), also if bone fracture has occurred due to implementation of external force in the light of changes in bone structure.

**Pathological bone fracture** – an injury that has occurred without mechanical influence, due to structural changes in the bone.

**Beneficiary** – a person assigned by the policyholder upon a written agreement of the insured person.

**Accident** – unexpected and unforeseeable event that is independent of the free will of an insured person that has caused physical harm to the insured person as result of external influences. An accident shall not be general illness, recurring bone fracture, pathological fracture, changes connected to the aging of the organism.

**Competitive sports** – practising sports, including exercising with a trainer with the purpose to achieve results in the environment of open sports competition, meaning participation in competitions, including participation in championships, cups, league and other types of competitions both on a national level in Estonia and outside of Estonia, also a preparation stage for participation in competitions.

Competitive sports shall not be participation in mass events: for example folk runs or marathons.

## 2. VALIDITY OF INSURANCE COVER

**2.1.** Insurance cover shall be valid internationally for the period specified in the insurance contract.

**2.2. Insurance cover in the event of involvement in sports:**

**2.2.1.** Insurance cover shall be in force in case of involvement in sports without an additional agreement, excluding cases when the insured person is involved in competitive sports or sports of increased risk (c. 2.2.3.);

**2.2.2.** An insurance cover shall be valid in case of involvement in competitive sports or sports of increased risk only if it has been separately specified in the policy.

- 2.2.3.** Within the meaning of current terms, sports of heightened risk are: mountain climbing, alpinism, cave climbing, motorcycle sports, automobile sports, downhill mountain biking, parachuting, kickboxing, boxing, bobsled riding, paragliding, gliding, scuba diving, flying by flying machines (excluding as a passenger) and other activities for which special technical means or equipment are required.
- 2.2.4.** In case of an insured person not having an insurance cover for competitive sports and an insured event occurs during competitive sports, excluding sports specified in c.2.2.3., BTA shall compensate the insured person for 20% (twenty per cent) of indemnity provided for, but not more than 150 EUR (one hundred and fifty euros) per one insured event.
- 2.2.5.** Insurance cover shall not be valid in case of being involved in following sports on professional or amateur level: air sports (bungee jumping and parachuting etc.), mountain skiing with descending without or outside of tracks, Thai Boxing, free style wrestling, MMA, motorcycle-, ATV-, scooter- and snowmobile riding outside of traffic routes (this means in forests, on fields and other locations not meant for traffic).

## **DAILY ALLOWANCE**

### **3. What is insured?**

The insurance indemnity shall be paid if an insured event occurs during the period of validity of the insurance contract and results in an insured person being off work on the grounds of certificate of incapacity for work for at least 6 (six) following calendar days.

### **4. For what and how will we pay?**

- 4.1.** The insurance indemnity shall be paid for each day that the insured person spends on a disability leave.
- 4.2.** For the first 5 days spent on a disability leave, the rate of daily allowance shall be 100% (one hundred per cent) of the day's pay of an insured person, but not more than the limit of indemnity of daily allowance agreed upon in the insurance contract. For each following days spent on a disability leave, the rate of daily allowance shall be 50% (fifty per cent) of the day's pay of an insured person, but not more than the limit of indemnity of daily allowance agreed upon in the insurance contract.
- 4.3.** Calculation of day's pay shall be based on the net gain of an insured person.
- 4.4.** The net income of an insured person constitutes as income taxed with social tax that the insured person has received during 12 (twelve) calendar months directly preceding the calendar month when the insured event occurred and from which statutory taxes have been deducted.
- 4.5.** When calculating the sum of daily allowance, the net gain of an insured person shall be divided with the number of calendar days of 12 (twelve) calendar months directly preceding the calendar month when the insured event occurred.
- 4.6.** If an insured person has received income for a shorter period than 12 (twelve) calendar months during a period directly preceding the insured event, their actual income for the specified period and the duration of respective period of time in calendar days shall be taken into account.
- 4.7.** If an insured person acts as an entrepreneur at the moment of occurrence of an insured event, their net income shall be the income taxed with social tax that is stated in their income statement for the latest calendar year. If an insured person has been an entrepreneur for less than one calendar year at the moment of occurrence of an insured event, their income for the time acted as an entrepreneur and the duration of the specified period of time in calendar days shall be taken into account when calculating their net income.
- 4.8.** A maximum period for receiving daily allowance is 270 (two hundred and seventy) days spent on a temporary disability leave per one insurance period.

### **5. Which cases are not covered by insurance?**

- 5.1.** Daily allowance will not be paid for days when an insured person has received indemnity specified in clause 7 of current terms.
- 5.2.** Payment of daily allowance shall be terminated as follows:
- 5.2.1.** from the date of expiration of the certificate of incapacity for work;
  - 5.2.2.** from the assignment of permanent disability to the insured person.

## **DAILY HOSPITAL ALLOWANCE**

### **6. What is insured?**

The insurance indemnity shall be paid if an insured event occurs during the period of validity of the insurance contract and results in an insured person being hospitalised for at least one day and night.

### **7. For what and how will we pay?**

- 7.1.** The insurance indemnity shall be paid for a full day spent in a hospital, respective to the limit of indemnity of daily hospital allowance for one calendar day agreed upon in the insurance contract.
- 7.2.** A maximum period for receiving daily hospital allowance is 45 (forty five) calendar days per insurance period.

## **TRAUMAS**

### **8. What is insured?**

The insurance indemnity shall be paid if an insured event occurs during the period of validity of the insurance contract and the insured person has suffered a trauma specified in Annex 2 "Table for compensation rates for pain and suffering under the terms of accident insurance" (hereinafter known as Annex 2).

### **9. For what and how will we pay?**

- 9.1.** The insurance indemnity shall be paid out as a single payment respective to the percentage of indemnity specified in Annex 2, within the limit of indemnity agreed upon in the insurance contract under the insured risk clause "Compensation for pain and suffering".
- 9.2.** If an insured person has the right to receive compensation for pain and suffering on the grounds of more than one trauma specified in Annex 2, given indemnities shall be summed up by taking into account that paid out insurance indemnity will not exceed the limit of indemnity agreed upon in the insurance contract.
- 9.3.** In case of a trauma not specified in Annex 2, the sum of the insurance indemnity shall be assigned on the grounds of a decision of BTA's certified physician and degree of difficulty of similar traumas specified in Annex 2.
- 9.4.** In case of a bone fracture of heightened risk, 50% (fifty per cent) of compensation rate specified in Annex 2 shall be paid out.

## **MEDICAL EXPENSES**

### **10. What is insured?**

Compensation for medical expenses shall be paid if an insured event occurs during the period of validity of the insurance contract and an insured person has suffered justified medical expenses due to such event that will not be covered by the national health insurance system of the Republic of Estonia (Estonian Health Insurance Fund).

### **11. For what and how will we pay?**

- 11.1.** The insurance indemnity shall be paid respective to the compensation principle. This means that only medical expenses specified in clause 11.2 and that have occurred on the grounds of invoices submitted by national- or municipal healthcare agencies, private care or rehabilitation agencies will be compensated for, but not for more than the limit of indemnity agreed upon in the insurance contract.
- 11.2.** Only following medical expenses shall be compensated for:
- 11.2.1.** essential study- and treatment costs connected to ambulatory or stationary care that have been assigned by a treating physician;
  - 11.2.2.** radiological diagnostics and surgeries;
  - 11.2.3.** expenses on bandaging materials and medicines prescribed by a physician;
  - 11.2.4.** Repair and repurchasing costs of prostheses, hearing aids and corrective spectacles owned by an insured person and damaged as a result of an insured event, in the extent of up to 70 EUR;
  - 11.2.5.** reasonable lease costs of medical auxiliaries (crutches, wheelchairs, etc.);
  - 11.2.6.** reasonable expenses on rehabilitative medicine and corrective-gymnastic therapy (not for more than 10 times) required for treatment and expenses on therapeutic massage (not for more than 10 times);

- 11.2.7.** medical expenses for treatment of teeth damaged as a consequence of an insured event, whereby in case of damage to prosthesis, only treatment expenses of premolars and incisors shall be compensated for;
- 11.2.8.** expenses on cosmetic surgeries necessary for eliminating deformations on the face, head and neck by using plastic surgery;
- 11.2.9.** costs of transportation to the nearest medical facility, where an insured person can receive medical first aid upon the occurrence of an insured event.

## **12. Which cases are not covered by insurance?**

Following medical expenses shall not be compensated for:

- 12.1.** treatment costs related to treatment of damage to teeth that has occurred due to biting or chewing. Medical expenses related to treatment of dental caries and other dental problems shall also not be compensated for;
- 12.2.** expenses that will be compensated for on the grounds of traffic insurance of the Republic of Estonia or a foreign country;
- 12.3.** medical expenses of the customer under conditions of heightened service quality, including services of medical facilities that make the treatment process more comfortable for the patient but are not relevant from the viewpoint of successful treatment;
- 12.4.** expenses on acquisition of medicines that have not been entered into the Registry of Medicinal Products Authorized in Estonia nor the European Union Central Registry; also on means not qualified as medicine (e.g. food additives, contrast agents, cosmetic therapy); vitamins, toning and strengthening substances; anabolic steroids meant for systematic use; substances affecting blood and haematopoietic organs; substances stimulating the nervous system; also expenses on medicines for treatment of chronic illnesses.

## **CHILDREN EDUCATION ALLOWANCE**

### **13. What is insured?**

- 13.1.** The insurance indemnity shall be paid if an insured event occurs during the period of validity of the insurance contract, resulting in the death of an insured person within one year following the said insured event. The insurance indemnity shall be paid to a biological or adopted child of an insured person studying in an educational establishment of academic level.
- 13.2.** The insurance indemnity shall be paid to one child of an insured person who, at the moment of death of said insured person, is younger than 24 (twenty four) years.

### **14. For what and how will we pay?**

- 14.1.** The insurance indemnity shall be paid respective to the compensation principle. This means that at the end of each academic year, BTA shall compensate one child of an insured person for the cost of their studies on the grounds of documentation proving the payment of tuition fee. The insurance indemnity shall be paid within the limit of indemnity of children education allowance agreed upon in the insurance contract.
- 14.2.** The payment of compensation shall be terminated if a child of an insured person has turned 27 years old by the beginning of an academic year.

## **CHILD JOY**

### **15. What is insured?**

The insurance indemnity shall be paid if an insured event occurs during the period of validity of the insurance contract and an insured person (a child) suffers a trauma as a consequence of such event.

### **16. For what and how will we pay?**

The insurance indemnity shall be paid respective to the compensation principle. This means that BTA shall compensate for expenses borne by a policyholder or beneficiary in 6 (six) months following the occurrence of an insured event in connection to purchasing sweets or fruit, but not for more than the limit of indemnity for compensation for sweets agreed upon in the insurance contract. Sweets and fruit can be replaced with cinema or zoo tickets.

## **COMPENSATION FOR REFRESHER TRAINING**

### **17. What is insured?**

The insurance indemnity shall be paid if an insured event occurs during the period of validity of the insurance contract and results in an insured person (a child) who studies in an elementary school or high school missing school for more than 3 (three) weeks. In such case, BTA shall compensate an insured person for private teacher expenses within 6 (six) months from suffering said trauma.

### **18. For what and how will we pay?**

- 18.1.** The insurance indemnity shall be paid respective to the compensation principle. This means that BTA shall compensate the policyholder or an insured person for the cost of 10 (ten) private teacher lessons provided to the insured person on a required subject. A limit of indemnity for one private lesson shall be agreed upon in the insurance contract.
- 18.2.** If a child will be released from school for a longer period than 2 (two) months and it is verified by a valid medical certificate, they shall have the right to receive compensation for multiple different private teacher lessons, in a total sum not exceeding the cost of 40 (forty) private lessons.
- 18.3.** The compensation shall be paid after the insured person has passed required lessons, on the grounds of an expense receipt.

## **DEATH GRANT**

### **19. What is insured?**

The insurance indemnity shall be paid out if the death of an insured person occurred as a consequence of an insured event during the period of validity of the insurance contract and within one year after the occurrence of an insured event. The insurance indemnity shall be paid out to a natural person who has assumed responsibility for organising the funeral of the insured person and borne the funeral expenses.

### **20. For what and how will we pay?**

The insurance indemnity shall be paid respective to the compensation principle. This means that BTA shall compensate for following expenses that occurred in relation to funerals held in the Republic of Estonia:

- 20.1.** coffin purchasing expenses;
- 20.2.** funeral service costs;
- 20.3.** transportation costs of the deceased;
- 20.4.** mortuary service costs;
- 20.5.** gravestone purchasing and installation expenses.

## **PERMANENT DISABILITY**

### **21. What is insured?**

The insurance indemnity shall be paid if an insured event occurs during the period of validity of the insurance contract, resulting in a permanent disability of an insured person within one year following the said insured event.

### **22. For what and how will we pay?**

- 22.1.** The insurance indemnity shall be paid out as a single payment on the grounds of Annex 1 "Compensation rates for permanent incapacity for work and disability" (hereinafter known as Annex 1) of current terms and within the limit of indemnity agreed upon in the insurance contract under the insured risk clause "Permanent disability".
- 22.2.** If an insurance indemnity cannot be assigned on the grounds of Annex 1, it shall be assigned by the medical expert of BTA respective to the severity of physical or mental damage of an insured person, as a percentage share of a limit of indemnity for permanent disability.
- 22.3.** If a permanent disability has been assigned in relation to the loss of a limb or an organ that could not be returned to its functional state (e.g. in case of amputation), the compensation for permanent disability may be assigned earlier than 1 (one) year from the occurrence of respective insured event.
- 22.4.** If the degree of permanent disability is assessed to be higher than 50% (fifty per cent), BTA shall pay the insurance indemnity at the rate of 100% (one hundred per cent) of the agreed limit of indemnity of permanent disability.



- 22.5.** When assessing the degree of permanent disability, BTA shall have no obligation to take into account the preceding degree of permanent disability assigned to the insured person. The degree of permanent disability shall be assigned by the medical expert of BTA on the grounds of medical documentation, thereat BTA shall have the right to put together a medical assessment committee upon necessity and require the insured person to repeat required tests.
- 22.6.** The medical expert of BTA shall not take into account the position, income, hobbies, lifestyle, incapacity for work nor loss of income of an insured person when assigning the degree of permanent ability. This means that when determining the degree of permanent ability of an insured person, their health condition shall be compared to the health condition of a person of same age while also considering the nature and degree of disability.

## **DEATH**

### **23. What is insured?**

The insurance indemnity shall be paid if an insured person dies as a consequence of an insured event that occurred during the period of validity of the insurance contract, within 3 (three) years from the occurrence of respective insured event.

### **24. For what and how will we pay?**

- 24.1.** The insurance indemnity shall be paid out as a single payment at the rate of 100% (one hundred per cent) of the limit of indemnity for death (insurance indemnity) agreed upon in the insurance contract.
- 24.2.** BTA shall pay the insurance indemnity to a beneficiary specified in the insurance contract. If a beneficiary has not been specified in the insurance contract, the insurance indemnity shall be paid out to the successors of an insured person.
- 24.3.** All compensations that have been paid or will be paid to the insured person on the grounds of the insurance contract in the course of the insurance period shall be deducted from the insurance indemnity. If compensations paid to the insured person are higher or equal to the compensation for death, a supplementary insurance indemnity will not be paid.

### **25. General exclusions**

- 25.1.** BTA shall have the right to reduce the insurance indemnity or to refuse from the payment of said compensation if the insured event occurred as a consequence of the following:
- 25.1.1.** a chronic illness (e.g. epilepsy, diabetes, infarction, stroke, radiculopathy, etc.), loss of consciousness, psychological trauma, affective state or chronic neurological illnesses that cause coordination difficulties or muscle weakness (e.g. Parkinson disease, myopathy, multiple sclerosis, etc.);
  - 25.1.2.** Actions of an insured person punishable as a criminal offence;
  - 25.1.3.** During the detainment or imprisonment of an insured person;
  - 25.1.4.** Due to violation of occupational safety regulations by the insured person, lack of respective permits or preparation for tasks that require special preparation and a license from the respective agency (committee);
  - 25.1.5.** In the process of carrying out work tasks on a ship or plane where the insured person is present in another role than a passenger;
  - 25.1.6.** Suicide or a suicide attempt of an insured person;
  - 25.1.7.** In the process of carrying out work tasks in military-, police-, security-, firefighting-, territorial defence- or rescue services;
  - 25.1.8.** An insured person putting themselves at risk intentionally, excluding when such circumstances were connected to saving the life of another person;
  - 25.1.9.** Driving a vehicle driven by a person under the influence of alcohol, narcotic or psychotropic substances, except for riding public transportation;
  - 25.1.10.** Critical violation of traffic rules by an insured person, particularly (but not exclusively): exceeding the speed limit by more than 30 km/h (thirty kilometres per hour), driving at speed not corresponding to current weather conditions, driving a vehicle without a license of respective category;
  - 25.1.11.** Consumption of alcohol, narcotic and psychotropic substances or medicinal products not prescribed by a doctor. Refusal from an expert assessment shall be considered equal to the consumption of abovementioned substances;

**25.1.12.** Global disasters, forces of nature, epidemics etc.;

**25.1.13.** Venereal diseases, AIDS and any other illnesses that occurred as a consequence of HIV infection.

**25.2.** Respective to current terms, following circumstances/events shall not be considered to be insured events:

**25.2.1.** miscarriage, including giving birth;

**25.2.2.** illness of an insured person or getting infected with a communicable disease;

**25.2.3.** receiving help from a psychotherapist or psychologist;

**25.2.4.** insect bites;

**25.2.5.** consequences of surgical operations.

**25.3.** BTA shall not pay the insurance indemnity if an insured person sought medical assistance later than 72 (seventy two) hours after the occurrence of an insured event.

## 26. TERMS FOR RECEIVING AN INSURANCE INDEMNITY

**26.1.** In order to receive an insurance indemnity, the insured person undertakes to submit to BTA the following:

**26.1.1.** an application in a format which can be reproduced in writing;

**26.1.2.** a legal instrument compiled by their employer or an accountable authority, if an insured event occurred at their workplace or adjacent territory, also if an insured event took place in the process of carrying out work tasks;

**26.1.3.** a certificate issued by a medical institution, specifying the type of trauma or illness and accurate diagnosis;

**26.1.4.** in case of the customer's death – a copy of death certificate, a document confirming the right to receive an insurance indemnity;

**26.1.5.** In case of insurance cover type „**Medical expenses**” – referrals for health services and copies of prescriptions and copies of cost documents. Provision of health services and purchasing of medicinal products shall only take place on the grounds of referrals and prescriptions prescribed by a medical expert, cost documents showing the occurrence of medical treatment expenses must show the personal identification code of an insured person, name of the medical treatment or medicinal product;

**26.1.6.** In case of insurance cover type „**Daily allowance**” – copy of a certificate of incapacity for work, confirmation of the Estonian Tax and Customs Board in relation to income taxed with social tax for 12 (twelve) calendar months preceding the occurrence of an insured event.

**26.1.7.** In case of insurance cover type „**Daily hospital allowance**” – certificate from a hospital, confirming the stay of an insured person at the hospital;

**26.1.8.** In case of insurance cover type „**Death grant**” – copy of a death certificate, copies of expense receipts of the funeral that include the name of a service provided, documents showing funeral expenses;

**26.1.9.** In case of insurance cover type „**Children education allowance**” - certificates issued by an institution of higher education, indicating the student status of the child and confirming their graduation of an academic year; a payment order confirming the payment of a tuition fee for the graduated academic year or a bank statement, copy of a learning agreement. Specified documents must be submitted at the end of each academic year;

**26.1.10.** In case of insurance cover type „**Child joy**” – document indicating the expenses copy;

**26.1.11.** In case of insurance cover type „**Compensation for refresher training**” – application in required format, indicating the contact information of the private teacher, subject, cost of one lesson and number of lessons, also a document showing the absence of the kid from the school;

**26.1.12.** other documents required by BTA that confirm the occurrence of an insured event.

**26.2.** If misdemeanour or criminal proceedings have been initiated against an insured event handled by BTA, BTA shall have the right to make the decision after a respective court judgement has entered into force.



## 27. Other terms:

- 27.1.** If medical or funeral costs of an insured person will be compensated on the grounds of statutory types of assurance, BTA shall compensate for the difference of documented and reasonable expenses and compensation paid out on the grounds of another insurance type.
- 27.2.** Contractual parties shall not have the right to transfer rights arising from the insurance contract to third parties.
- 27.3.** Compensation for "Daily allowance", "Hospital daily allowance", "Medical expenses", "Child care allowance" and "Child joy", "Compensation for refresher training" will only be paid in case if a trauma specified in Annex 2 has occurred as a consequence of an insured event.

Current terms shall enter into force from 04.07.2017.