# OVERVIEW OF TERMS AND CONDITIONS OF HEALTH INSURANCE FOR FOREIGNERS STAYING IN ESTONIA

*VALID FROM 1 February 2019*
*Unofficial translation from Estonian language*
*The version in Estonian language shall always prevail when interpreting these terms and conditions*

## 1. BASIC CONCEPTS

1.1. **The insurer** is AS Inges Kindlustus.
1.2. **The policyholder** is a person who has concluded an insurance contract with the insurer.
1.3. **The insured person** is a person staying in Estonia on the basis of a residence permit or visa, whose permanent place of residence is outside the Republic of Estonia and the European Union and to whom the insurance contract applies.
1.4. **The beneficiary** is a person who, if an insured event occurs, has the right to receive an insurance compensation. Unless a special agreement exists, the beneficiary is the insured person. The policyholder is regarded as a representative of the beneficiary.
1.5. **The insurance period** is the agreed time period specified in the policy, during which the insurance contract is in effect.
1.6. **The area of validity** (or the insurance region) is the territory of the Republic of Estonia where the insured person is staying on a legal basis and where the insurance contract is in effect.
1.7. **The insured risk** is a threat, against which insurance is taken out. In these terms and conditions the insured risk refers to the insured person's risk of falling ill, developing an exacerbation of an illness, having an accident, or dying.
1.8. **An increase in the insured risk** is a situation when due to the changes that have taken place after the conclusion of the contract the probability of the occurrence of the insured event or the amount of possible damage has increased.
1.9. **The insured event** is a sudden unexpected event as defined herein beyond the control of the insured person that occurs during the insurance period and results in the beneficiary's entitlement to receive and the insurer's obligation to pay the insurance compensation.
1.10. **The sum insured** is the maximum amount of compensation specified in the insurance contract per one insured person within the insurance period. The sum insured is specified in the policy.
1.11. **The insurance compensation** is the amount paid in compensation for damage and expenses arising from the insured event.
1.12. **The insurance premium** is the payment for the insurance specified by the insurer, which the policyholder must pay to the insurer.
1.13. **Multiple insurance** is a situation when several insurers insure the same insured risk, and the total insurance compensation payable by insurers under the insurance contracts exceeds the amount of actual damage.
1.14. **Deductible** is a sum of money that shall not be compensated by the insurer if an insured event occurs. The amount of deductible is specified in the policy.

## 2. INSURANCE CONTRACT

2.1. **The insurance contract** is an agreement concluded between the insurer and the policyholder in a format that can be reproduced in writing, pursuant to which the policyholder undertakes to pay

the insurance premium specified in the contract and perform other obligations arising from the contract, and the insurer undertakes to pay the insurance compensation or part thereof if an insured event occurs and to perform other obligations arising from the contract.

2.2. The insurance contract consists of the policy and these terms and conditions.

2.2.1. **The policy** is a document issued by the insurer certifying the conclusion of the insurance contract.

2.2.2. In issues not regulated by these terms and conditions and the policy, the parties to the insurance contract shall be guided by the legal acts of the Republic of Estonia.

2.3. By paying the insurance premium the policyholder confirms that he/she has read the insurance terms and conditions prior to concluding the insurance contract and has introduced them to the insured person.

2.4. The insurer has the right to refuse to conclude the insurance contract.

2.5. The insurance contract shall be valid throughout the insurance period in the area of validity specified in the policy.

2.6. The validity of the insurance coverage shall commence on the date specified in the policy when the insured person has crossed the border of the area of validity, provided the insurance premium has been paid in full.

2.7. The contract shall terminate at 12:00 pm on the last day of the insurance period specified in the policy, unless otherwise has been agreed upon by the parties.

2.8. Prior to the commencement of the insurance period, the policyholder has the right to recede from the contract by presenting to the insurer a corresponding application in a format that can be reproduced in writing, the policy and the identity document. In the event of recession from the insurance contract, 10% from the value of the insurance policy shall be withheld for the account of the expenses related to the execution of the insurance contract and the conclusion of the contract. The excess insurance amount paid, from which the expenses related to the execution of the insurance contract and the conclusion of the contract have been deducted, shall be paid back to the policyholder.

2.9. The insurer has the right to cancel the contract in the case of a breach of Clauses 3.1.1-3.1.4 of these terms and conditions by notifying the policyholder thereof with a notice presented in a format that can be reproduced in writing.

2.10. In the event of premature termination of the insurance contract, 35% of the value of the period not used under the insurance policy shall be withheld for the account of the expenses related to the execution of the insurance contract and the conclusion of the contract. The excess insurance amount paid, from which the expenses related to the execution of the insurance contract and the conclusion of the contract have been deducted, shall be paid back to the policyholder.

2.11. The insurer and the policyholder have the right to terminate the contract after the insured event by notifying the other party thereof one week in advance in a format that can be reproduced in writing. In the event of cancellation of the contract, the obligation of the insurer to perform the contract shall remain with respect to the insured events that have occurred at the time of validity of the contract.

## 3. RIGHTS AND OBLIGATIONS OF PARTIES

3.1. The policyholder and the insured person are obliged:

3.1.1. to notify the insurer when concluding the insurance contract about any circumstances known to them that might affect the insurer’s decision to conclude the insurance contract;

3.1.2. to pay the insurance premium in full within the time limit specified by the insurer;

3.1.3. to notify the insurer about the increase in the insured risk taking place during the time of validity of the insurance contract. The obligation to notify shall be performed by means of notice delivered in a format that can be reproduced in writing within a reasonable period of time after having become aware of the increase in the insured risk;

3.1.4. to make all possible efforts to avoid the insured event and minimize possible damage as well as to neither increase the insurance risk nor allow a third person to increase it;

3.1.5. at the earliest opportunity to notify the insurer and/or the partner company specified in the policy of the occurrence of an insured event;

3.1.6. to immediately notify the insurer by means of notice in a format that can be reproduced in writing about the case of multiple insurance.
3.2. The policyholder has the right, if the policy has been lost or destructed, to request the issue of a substitute policy and has the right to request a copy of any documents that have been submitted by the policyholder/insured person.
3.3. The insurer is obliged:
3.3.1. to introduce to the policyholder and/or the insured person the terms and conditions of the insurance contract prior to its conclusion;
3.3.2. on the basis of the application, to issue a substitute policy to the policyholder and a copy of the documents submitted by the policyholder to the insurer;
3.3.3. to make the decision regarding the damage within one month of receipt of all the necessary documents;
3.3.4. in the event of refusal to pay the insurance compensation or the reduction of the amount of compensation, to notify the person applying for compensation of the corresponding decision in a format that can be reproduced in writing;
3.3.5. upon the occurrence of an insured event, to pay compensation to the beneficiary within 10 working days after making the corresponding decision;
3.3.6. in the event of late payment of the compensation, to pay the penalty in the amount provided for by the Law of Obligations Act at the request of the person entitled to receive the compensation;
3.3.7. to guarantee confidentiality when communicating with the policyholder and/or the insured person.
3.4. The insurer has the right to exceed the time limit specified in Clause 3.3.3 hereof for a valid reason (for example, in situations when another proceeding is going on with respect to the same case, the result of which has significant importance for making the decision, or if making of the decision is prevented due to the circumstances caused by the insured person or the policyholder).

## 4. INSURED EVENT

The following shall be regarded as insured events:
4.1. illness – an unexpected health disorder, the first symptoms of which have become apparent after the conclusion of the insurance contract at the time of staying in the insurance region during the insurance period, and which requires emergency medical care;
4.2. exacerbation of chronic illness – a health disorder diagnosed prior to arrival in the insurance region, as the result of which the insured person's physical condition has suddenly deteriorated after the conclusion of the insurance contract at the time of staying in the insurance region during the insurance period, which is why the insured person needs unavoidable hospital treatment;
4.3. accident – an unexpected event beyond the control of the insured person and caused by the external influence (bodily injury, thermal shock, freezing, poisoning caused by a gas or other substances that have accidentally entered the body), which has taken place at the time of staying in the insurance region during the insurance period, and as a result of which the insured person's physical condition has suddenly deteriorated.

## 5. AMOUNT OF COMPENSATED EXPENSES AND PROCEDURE FOR COMPENSATION

5.1. Compensation shall be paid for the insured person's reasonable expenses for treatment of the insured events specified in Clause 4 during the time of validity of the insurance contract, not exceeding the insured amount and made at the time of validity of the insurance contract in the insurance region.
5.2. In these terms and conditions, reasonable and unavoidable expenses shall refer to expenses for medical services and medical transportation rendered upon sudden worsening of health condition of the insured person in a situation where the absence of immediate medical care is endangering the insured person's life or causing serious malfunctions of the body or of a particular organ. The exacerbation of a chronic illness is regarded as an insured event if the insured person has been

complying with the instructions pertaining to treatment, and the exacerbation of a chronic illness could not be predicted.

5.3. In case of occurrence of the insured event (Clause 4), if a relevant note has been made in the policy, the following expenses shall be compensated for in the scope marked down in the policy and on the basis of the price list approved of by the Health Insurance Fund:

5.3.1. necessary out-patient and in-patient medical treatment;

5.3.2. medication prescribed by the doctor;

5.3.3. necessary laboratory research;

5.3.4. unavoidable usage of medical transportation;

5.3.5. repatriation upon the instructions received from the doctor and the consent of the insurer.

5.4. Only that part of the expenses shall be compensated that is not compensated under any other valid insurance contract, legal act, medical programme, or international agreement.

5.5. The insurer shall compensate for the expenses specified in Clause 5.3 to the beneficiary.

5.5.1. In order to request the insurance compensation, the following documents should be submitted to the insurer as soon as possible:

5.5.1.1. an application for compensation of expenses detailing in full all the circumstances relating to the accident or illness as well as the contact details and account number of the insured person, his/her representative, or the beneficiary (address, telephone number);

5.5.1.2. the policy;

5.5.1.3. an extract from the medical report and/or other documents from medical institutions (institution rendering treatment services on the basis of a licence), proving the fact of the occurrence of the accident or illness and specifying the diagnosis, the tests run, and the treatment done;

5.5.1.4. invoices for medical expenses and documents certifying their payment and indicating the name of the insured person;

5.5.1.5. if necessary, reports provided by the investigation bodies;

5.5.1.6. other documents relating to the occurrence of damage and requested by the insurer.

5.5.2. The documents named in Clauses 5.5.1.3–5.5.1.4 shall include the contact details and stamp of the medical institution, the name and signature and/or stamp of the doctor or the issuer of the document, prices for services, and in the case of a pharmacy invoice, also the medication names, their amounts and prices.

5.6. The insured person shall allow the insurer access to all medical details of the insured person that are important from the point of view of the insured event (including delicate personal information), thus relieving the doctors from keeping professional secret regarding the present case. In the case of damage, the insured person shall allow the insurer to obtain important information regarding the case from investigation bodies, police, medical institutions, and, if necessary, to perform medical examination of the insured person.

5.7. Payments to medical institutions shall be made if the insured person cannot pay for medical services specified in Clause 5.3, and the medical institution has issued a corresponding invoice together with the medical documents, confirming the fact of the occurrence of the insured event, and all additional documents relating to the insured event as requested by the insurer.

## 6. EXCEPTIONS AND REFUSAL TO COMPENSATE OR REDUCTION OF COMPENSATION

6.1. The following shall not be regarded as insured events, and thus the insurer shall not have the obligation to compensate for the damage which has occurred:

6.1.1. due to military events, acts of terrorism, coup d'etat, civil strife, strikes or other similar events; due to nuclear energy or radioactivity; due to epidemic, natural disaster or environmental pollution;

6.1.2. due to consumption by the insured person of alcohol, drugs or toxic substances, including the occurrence of the insurance risk under the effect of such substances; due to suicide or attempt of the insured person to commit suicide; due to the insured person's wilful activity, including participation in a fight; due to the insured person's gross negligence or illegal activity;

6.1.3. due to the insured person's participation in competitive sports or training; due to the insured person's participation in the following sports activities with a high degree of risk: mountain

climbing and hiking, flying and skydiving, water and underwater sports, horse riding and hiking, auto and motorsports, competitive sports, and extreme sports;

6.1.4. due to participation of the insured person in winter sports outside the area specified by winter sports centre;

6.1.5. as the result of medical treatment;

6.1.6. at the time of the insured person's staying in custodial institution as an imprisoned person.

6.2. The following is not regarded as the insured event and is not subject for compensation:

6.2.1. services rendered after the end of the time of validity of the insurance contract;

6.2.2. treatment of injuries of the insured person received upon performing work as an employee;

6.2.3. diagnosing and treatment of chronic illnesses (except for exacerbation of a chronic illness specified in Clause 4.2);

6.2.4. treatment of illnesses or accidents that started prior to the commencement of the term of validity of the insurance contract (except for exacerbation of a chronic illness specified in Clause 4.2);

6.2.5. medications purchased and services rendered outside of the Republic of Estonia;

6.2.6. planned medical treatment;

6.2.7. non-scientific and non-medical methods of treatment;

6.2.8. medicine bought without prescription;

6.2.9. treatment of oncological illnesses, diabetes, chronic kidney failure, and medical expenses related to other illnesses caused by the ones listed above;

6.2.10. treatment of eyes (except for the cases specified in Clause 4 in the amount specified in Clause 5.2);

6.2.11. dental treatment;

6.2.12. treatment of sexually transmitted illnesses;

6.2.13. treatment of illnesses caused by AIDS and HIV;

6.2.14. treatment of infertility and contraceptive means;

6.2.15. diagnosing of pregnancy, abortion and obstetrical care (except for the emergency treatment of complications in pregnancy, when the absence of medical care is endangering the life and health of the insured person);

6.2.16. preventive examinations, protective inoculation, and vaccination;

6.2.17. treatment of mental illnesses;

6.2.18. manufacturing of prostheses;

6.2.19. cosmetic and plastic surgery;

6.2.20. medical rehabilitation, treatment services of sanatoria, resorts, and other similar institutions;

6.2.21. treatment provided by a medical institution, a doctor, or a nurse that are not registered in the register of the Health Board;

6.2.22. additional conveniences.

6.3. The insurer may refuse to compensate for the damage or reduce compensation:

6.3.1. if the policyholder or the insured person has failed to pay the insurance premium partially or in full prior to the beginning of the insurance period;

6.3.2. if the policyholder and/or the insured person have provided inaccurate or incomplete information regarding the circumstances affecting the insurance contract or the insured event;

6.3.3. in the event of failure to timely notify of the damage if that makes it impossible to establish the circumstances of the insured event;

6.3.4. in the event of failure to submit the documents listed in Clause 5.5.1, or if the documents submitted do not provide a detailed overview of the diagnosis of the injured person and the treatment performed;

6.3.5. if the insured person has knowingly used medical insurance in order to avoid medical treatment or similar expenses in the country of residence or employment;

6.3.6. if the insured person has knowingly used health services that are not emergency care or has knowingly used health services for a longer period than it is urgently necessary in terms of treatment;

6.3.7. if the claim for compensation has not been submitted within 3 months as of the insured event, and in the result, the establishment of the circumstances of the insured event has been complicated;

6.3.8. if the insured person or the policyholder does not allow the insurer to carry out an investigation, in accordance with Clause 5.3.3 of these terms and conditions.

6.4. When making a decision to refuse to pay or to reduce compensation, the insurer shall take into account the effect that the violation by the policyholder or insured person of their obligation has had on the occurrence of the insured event and the amount of damage, as well as the degree of guilt in the breach of the policyholder's obligation.

## 7. DATA PROCESSING

7.1. The responsible processor of the data obtained in the course of conclusion and performance of the insurance contract is the insurer.
7.2. By concluding the insurance contract, the policyholder and the insured persons accept the disclosure of medical data and other data relevant from the point of view of investigation of the insured event by third parties (for example, medical institutions, police, etc.) to the insurer.
7.3. By requesting the insurance offer and/or concluding the insurance contract, the policyholder accepts the right of the insurer for the processing of data. The insurer has the right to process the data of both the policyholder and the insured persons for the purposes of assessing the insurance risk, preparing the insurance contract and concluding it, and ascertaining the rights and obligations arising from the insurance contract. You can familiarize yourself with the terms and conditions of data processing that are valid at the insurer´s on the homepage of the insurer (Terms and Conditions of AS Inges Kindlustus for Processing Personal Data) www.inges.ee/tingimused.
7.4. The insurer can use the data obtained in the course of concluding or performing the insurance contract also in the future for preparing new insurance contracts, their conclusion and performance.
7.5. The insurer has the right to forward the data related to the insured event to authorities that are competent to hold relevant proceedings.
7.6. The insurer has the right to familiarize himself/herself with his/her personal data, processed by the insurer, and ask for making necessary corrections.

## 8. NOTIFICATION OF THE INSURED EVENT

8.1. In the event of occurrence of the insured event, the insured person or the policyholder should at their earliest convenience either in person or via a representative notify the insurer or a partner company specified in the policy of the occurrence of the insured event. The insurer can be notified via the homepage www.inges.ee, by sending an e-mail to inges@inges.ee, or by calling +372 6410436.
8.2. In the event of occurrence of the insured event, please specify the following data in the notice:

- description of the insured event (what happened?);
- time and place of the occurrence of the insured event;
- medical data about the insured person, epicrisis, and other data if the health of the insured person has been damaged, and if it is possible to submit such data to the insurer;
- contact details that can be used to get in touch with the insured person;
- other documents proving the occurrence of the insured event and the amount of damage (for example, treatment invoices, clinical records, etc.).

## 9. SPECIAL PROVISIONS

9.1. Upon the compensation of damage, the right of claim against a third party liable for the damage caused shall be transferred from the policyholder or the insured person to the insurer in the amount of compensation paid (for example, a claim against a person responsible for causing an injury).
9.2. The insured person and/or the policyholder are obliged to return the insurance compensation to the insurer if the circumstances excluding the compensation have become apparent after the compensation has been paid, or if the third person has compensated for the damage.

## 10. SETTLEMENT OF DISPUTES

10.1. The policyholder has the right to turn to the Conciliation Body operating at the Estonian Insurance Association for resolving the disputes with the insurer (www.eksl.ee; Mustamäe tee 46 (building A), 10621 Tallinn).

10.2. All of the disputes arising from the insurance contract, including the disputes, in relation to which no agreement has been reached in cooperation with the Conciliation Body, shall be resolved in court.

10.3. The legislation of Estonia applies to the present insurance contract.

## 11. INSURANCE SUPERVISION

The Financial Supervision Authority, Sakala St. 4, 15030 Tallinn, carries out insurance supervision.