

# TERMS AND CONDITIONS OF PERSONAL ACCIDENT INSURANCE 1/2010

Valid from 01.12.2010

## 1 INSURED PERSON

Insured person is an individual specified in the contract, whose insurance risk is insured.

## 2 INSURED EVENT

2.1 For the purposes of these terms and conditions, the insured event shall be temporary incapacity for work, damage to health, permanent disability or death resulting from an accident that occurred during the insurance period.

2.2 An accident is an unexpected event caused by an external factor and occurring independent of the intent of the insured person, which causes damage to health of the insured person or his or her death.

2.3 For the purposes of these terms and conditions, the following cases that occurred independent of the intent of the insured person and were caused by external factors, are also considered an accident:

- 1 heat stroke, sunstroke, snake bite;
- 2 gas and chemical poisoning;
- 3 drowning and frostbite, if this causes permanent disability or death of the insured person.

## 3 VALIDITY OF INSURANCE COVER AND TYPES OF BENEFITS

3.1 Insurance cover is worldwide.

3.2 The types of insurance cover are full-time and part-time insurance cover.

3.2.1 Full-time insurance cover shall be valid 24 hours a day.

3.2.2 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 should be guided by the report of the accident in the workplace.

3.3 The types of insurance benefits are per diem allowance, compensation for injury, compensation for medical expenses, permanent disability benefit and death benefit.

3.4 The types of additional insurance cover are engaging in competitive sports and engaging in high-risk activities.

3.5 The insurance cover options, types of insurance benefit and additional insurance, as well as amounts of insurance selected by policyholder are specified in the policy.

## 4 TYPES OF INSURANCE BENEFITS

### 4.1 Per diem allowance

4.1.1 The insured person is entitled to per diem allowance if temporary incapacity for work lasting more than seven days occurs in regard to the insured person as a result of an accident.

4.1.2 Seesam considers as temporary incapacity for work such situations where the insured person, as a result of accident, is deprived of income taxable with social tax because of temporary leave from work, and the attending physician has issued a certificate of incapacity for work to the insured person, taking into account the exceptions mentioned in clauses 4.1.8 and 4.1.9.

4.1.3 Benefits shall be payable for the period of incapacity for work as indicated on the certificate of incapacity for work, but for a maximum of 180 days of treatment within one year as of the day of occurrence of the insured event for any one insured event.

4.1.4 The amount of per diem allowance shall be the percentage indicated in the policy of the actual daily salary of the insured person, but not exceeding the benefit limit of per diem allowance per day as indicated in the policy. The daily salary shall be calculated on the basis of the net income of the insured person.

4.1.5 The net income shall be calculated from the income taxable with social tax that the insured person has received during six calendar months directly preceding the calendar month of the occurrence of the insured event, from which the taxes payable under the legislation shall be deducted and which shall be divided by the length of the period in calendar days.

4.1.6 If the insured person has, by the time of the insured event, received net income for a shorter period than six months directly before the occurrence of the insured event, the net income shall be

calculated on the basis of the income during the period of work and the length of such a period in calendar days.

4.1.7 If the insured person is, at the moment of occurrence of the insured event, a self-employed person, the income taxable with social tax is taken into account, as declared in the income tax return of the last two calendar years. If the insured person was a self-employed person before the occurrence of the insured event for less than two years, the benefit shall be calculated on the basis of the net income during the period of self-employment and the length of such a period in calendar days.

4.1.8 If the insured person receives no income taxable with social tax at the time of occurrence of the insured event, and the insured person fails to submit a certificate of incapacity for work, the daily salary shall be calculated on the basis of the national minimum monthly wage in the Republic of Estonia valid at the time of occurrence of the insured event.

4.1.9 If the insured person receives no income taxable with social tax at the time of occurrence of the insured event and the insured person is self-employed, the benefit shall be payable for each day of treatment set by a physician, but for a maximum of 180 days of treatment during one year from the day of occurrence of the insured event for any one insured event. Seesam shall evaluate the length and justification of the period of treatment in the same way as the period of leave granted to persons in the situation of temporary incapacity for work.

4.1.10 Seesam is entitled to request from the insured person a certificate issued by the Tax and Customs Board about the income taxable with social tax as declared during the six calendar months directly preceding the calendar month of occurrence of the insured event. If the insured person is self-employed when the insured event occurs, Seesam has the right to request a certificate issued by the Tax and Customs Board about the income taxable with social tax as declared during the preceding two calendar years.

4.1.11 Per diem allowance shall not be paid if:

- 1 if the insured person is temporarily incapable for work for fewer than eight consecutive days;
- 2 after the period of incapacity for work of the insured person as indicated on the certificate of incapacity for work terminates;
- 3 if the insured person performs job duties while having the certificate of incapacity for work;
- 4 if incapacity for work is caused by drowning or frostbite;
- 5 if incapacity for work is not caused by an accident;
- 6 for the days of rehabilitation and subsequent treatment;
- 7 if Seesam determines a permanent disability benefit for the insured person.

4.1.12 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, except in the case of self-employed persons who must submit the income tax return covering the period indicated in clause 4.1.7. Seesam is entitled to 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 a crime;
- 5 a certificate about income taxable with social tax covering the periods indicated in clauses 4.1.5 to 4.1.7;
- 6 a report of the accident in the workplace in the case of an accident at work.

## 4.2 Compensation for injury

4.2.1 The insured person shall be entitled to compensation for injury if, as a consequence 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 seven consecutive days. The duration of the period of treatment must be proven by a medical institution.

4.2.2 Compensation shall be determined and indemnified as a percentage of the insurance amount according to the extent of the damage to health occurred as a consequence of the insured event. The amount of compensation shall be determined on the basis of the Table of Compensation for Injury indicated in the policy.

4.2.3 In the case of an injury which is not included in the Table of Compensation for Injury, Seesam shall make a decision by way of analogy taking into account the decision of a trusted physician and the severity of the injury. If an analogy is not possible, compensation shall not be paid.

4.2.4 As a prerequisite for applying for compensation, the following documents shall be submitted to Seesam within three months of the end of 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 a crime;
- 4 a report of the accident in the workplace in the case of an accident at work.

4.2.5 Compensation shall not be paid if temporary damage to health was caused by drowning or frost-bite.

### 4.3 Compensation for treatment expenses

4.3.1 The insured person shall be entitled to receive the compensation for treatment expenses if, as a result of the insured event, the insured person needs any health care services for recovering from the injury that are not indemnified by the Estonian Health Insurance Fund. If 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.

4.3.2 The following shall be indemnified:

- 1 costs of treatment of tooth injuries (incl. costs of rehabilitation care of teeth);
- 2 costs of physiotherapy and medical physical training necessary from the point of view of treatment and as prescribed by the physician;
- 3 costs previously agreed with Seesam for rental or purchase of medical instruments necessary and justified for treatment.

4.3.3 The damages caused to teeth or prosthesis as a result of biting shall not be indemnified.

4.3.4 Damage that is compensated under the traffic insurance law, the compulsory insurance law of liability for a foreign car, or any other law shall not be indemnified.

4.3.5 As a prerequisite for applying for compensation for treatment expenses, the following documents shall be submitted to Seesam within three months:

- 1 a written application for compensation;
- 2 a properly completed decision of the physician on the 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 a crime;

- 6 a report of the accident in the workplace in the case of an accident at work;
- 7 documents confirming expenses.

### 4.4 Permanent disability benefit

4.4.1 The insured person is entitled to permanent disability benefit if the insured event caused permanent disability to the insured person. The amount of permanent disability benefit shall be calculated on the basis Table of Indemnity for Permanent Disability indicated in the policy.

4.4.2 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.

4.4.3 The amount of the permanent disability benefit shall be paid as a percentage of the insurance amount in accordance with the Table of Indemnity for Permanent Disability.

4.4.4 In the case of an injury which is not included in the Table of Indemnity for Permanent Disability, Seesam shall make a decision by way of analogy, taking into account any similar injuries and the severity of the injury. If an analogy is not possible, the benefit shall not be paid.

4.4.5 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.

4.4.6 If the severity of the disability caused by an accident is at least 60% according to the Table of Indemnity for Permanent Disability, the agreed insurance amount is paid in full.

4.4.7 Any insurance benefits paid previously for the same insured event shall be deducted from the permanent disability benefit, but not more than the insured amount of the permanent disability benefit stated in the policy.

4.4.8 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 the physician on the 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 a crime;
- 6 a report of the accident in the workplace in the case of an accident at work.

#### 4.5 Death benefit

4.5.1 In the case of the death of the insured person occurring as a result of the insured event, the beneficiary as indicated in the policy 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.

4.5.4 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 a crime;
- 6 a report of the accident in the workplace in the case of an accident at work;
- 7 the certificate of inheritance, if necessary.

4.5.5 If 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.

## 5 ADDITIONAL INSURANCE COVER

### 5.1 Competitive sports

5.1.1 Within the meaning of these terms and conditions, competitive sports refer to activities whose purpose is to achieve success in a public sports competition, for example, participating in league competitions, Estonian cups, championships and international competitions, the Olympic games and also in training sessions of the respective competitions. Within the meaning of these terms and conditions, competitive sports do not include mass sports events, for example, public races, public marathons, etc.

5.1.2 If 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, floorball;
- 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.

5.1.3 The insurance cover shall only be valid at the time of engaging in competitive sports if it has been previously agreed upon with Seesam and the relevant note has been included in the policy.

### 5.2 High risk activities

5.2.1 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 should be included in the policy:

- 1 ice hockey, field hockey;
- 2 underwater sports;
- 3 judo, karate, wrestling, weight lifting;
- 4 ice yachting, water motor sports, waterskiing;
- 5 motorsport;
- 6 riding on ATVs, except when ATV is used to perform job tasks during working hours; karting, etc.

5.2.2 The insurance cover shall only be valid at the time of engaging in high risk activities if it has been previously agreed upon with Seesam and the relevant note has been included in the policy.

5.2.3 If the insured person is engaged in or planning to engage in a sport that is not listed in these terms and conditions, this person should agree upon the risk of this sport with Seesam in advance. In the event of a dispute, such sport should be considered as belonging to the high risk activities.

## 6 LIMITATIONS OF INSURANCE COVER

6.1 Illnesses, including the injuries, treatment etc. which they cause, are not considered to be an accident, except in cases when the illness was a direct consequence of an accident.

6.2 Seesam has the right to reduce the insurance benefit or refuse payment of the benefit if any of the following factors contributed to the insured event:

- 1 illness of the insured person (incl. heart attack, stroke, diabetes, epilepsy, radiculitis), disability or recurrent injury of the same part of the body. Seesam shall regard as a recurrent injury any injury which has occurred in regard to the insured person within 24 months directly preceding the insured event;
- 2 medication taken by the insured person;
- 3 violation of the treatment regime.

6.3 Seesam shall be entitled to reduce the insurance benefit or refuse payment of the benefit if the treatment period is extended due to illness or injury not caused by the insured event.

6.4 The damages and costs shall not be compensated if they have arisen for the following reasons:

- 1 injury to teeth and/or dental prostheses, except in cases where the policy indicates compensation for treatment expenses as a type of insurance benefit;
- 2 loss, falling out, or pulling out of teeth and/or dental prostheses, except in cases where it was directly caused by accident and the policy indicates compensation for treatment expenses as a type of insurance benefit;
- 3 breakage of prostheses;
- 4 poisoning with alcoholic, narcotic, psychotropic or other substances;
- 5 bacterial infections (e.g. dental caries, food poisoning, salmonella and dysentery, etc.) and viruses, except for tetanus and rabies;
- 6 injury or death caused by taking medical measures, except in cases where the need for treatment was caused by the insured event;
- 7 infection with HIV, AIDS or hepatitis;
- 8 pregnancy, miscarriage or childbirth;
- 9 mental disorders and any related injuries;
- 10 attempted suicide or suicide;
- 11 an insect, tick or spider bite;
- 12 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, etc.);
- 13 an accident directly caused by the use of alcoholic, narcotic, psychotropic or other intoxicating substances by the insured person;
- 14 poisonous fungi, plants and berries.

6.5 Insurance cover shall not apply to the activities listed below:

- 1 alpinism or mountaineering, rock-climbing, hiking at an altitude of over 5000 meters, etc;
- 2 rafting;
- 3 boxing (incl. kick-boxing, Thai boxing, etc);
- 4 aerial sports (incl. parachuting and bungee jumping);
- 5 ski jumping, downhill and speed skiing, heliskiing, mountain skiing and snowboarding in areas other than on specially designed tracks, bobsleigh, etc;
- 6 kite-buggying, kite-boarding (on water, snow, ice), etc;
- 7 BMX riding, parkour, mountain-biking, skateboarding or roller-skating on a ramp, etc;
- 8 any motorbike sports and other similar activities.

6.6 The insurance cover shall not be valid during active service in the defence forces or participation in military training, except if this has been previously agreed upon with Seesam and the relevant note has

been included in the policy.

6.7 The insurance cover shall not apply to the persons who are inmates in prisons.

6.8 The insurance cover shall not apply to work in high-risk professions, except if this has been previously agreed upon with Seesam and the relevant note has been included in the policy. Within the meaning of these terms and conditions, high-risk professions are: professional athlete, truck driver, police officer, security guard, rescue officer (except for ambulance workers), miner, builder, diver, collection officer and stunt artist.

6.8.1 A professional athlete, under these terms and conditions, is a person for whom participation in sports is a profession, and who also receives payment for it.

## **7 OCCURRENCE OF INSURED EVENT**

7.1 Upon the occurrence of an insured event the insured person must:

- 1 see a doctor within 24 hours;
- 2 inform Seesam within three working days about the accident, the preliminary diagnosis and the medical institution where treatment is being given;
- 3 follow the instructions of the physician;
- 4 immediately provide relevant additional information as required by Seesam. Seesam shall be entitled to require submission of any additional documents related to the insured event;
- 5 allow an examination by the trusted physician of Seesam if necessary;
- 6 in the case of a crime or a traffic accident immediately contact the police in person or through other persons.

7.2 The trusted physician of Seesam has the right to make inquiries to respective institutions and persons to verify the facts related to treatment. If the duration and justification of treatment do not correspond to the diagnosis deriving from the insured event, Seesam shall only pay the benefit for the justified time of treatment.

## **8 PAYMENT OF INSURANCE BENEFIT TO LEGAL PERSON**

8.1 100% of the insurance benefit shall be payable to the insured person or his or her successors, unless there has been a different agreement with Seesam and it is reflected in the policy.

8.2 Seesam shall only be obliged to pay the insurance benefit if the policyholder submits the consent from the insured person for entry into the insurance contract in writing or in a form allowing its reproduction in written form.

8.3 In contrast to clause 4.1.4 of these terms and conditions, a percentage of the actual daily salary of

the insured person is not applied when paying the per diem allowance to a legal person, but the insured per day amount specified in the policy serves as a basis for compensation.

## **9 TERMINATION OF CONTRACT**

If the policyholder terminates the contract prematurely, the insurer is entitled to deduct costs for signing and administration of the contract to the amount of 15 € from the insurance premiums paid for the period left until the end of the insurance period.