

# TERMS AND CONDITIONS OF PERSONAL ACCIDENT INSURANCE 1/2022

Valid as from 17 January 2022

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** is temporary bodily injury, temporary incapacity for work, permanent disability or death of an insured person resulting from an accident that has occurred during the insurance period (clauses 1.1 and 1.2). Insurance indemnity is paid in accordance with the type of insurance indemnity specified in the policy (clause 13).
  - 1.1. An **accident** is 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** is an injury whose occurrence could not have been foreseen upon entry into the insurance contract.
    - 2 A bodily injury **independent of the intent** of the insured person is an injury that has occurred without any such wish of the insured person. For example, a suicide attempt, intentional self-injury, etc., are not deemed to be a bodily injury independent of intent.
    - 3 A bodily injury **caused by an external factor** is understood to include all such injuries (e.g. a bone fracture, muscle and tendon tears or wounds), which originate in an extra-corporeal physical contact (e.g. a blow, contusion, puncture, crushing, bite).
    - 4 A **bodily injury** is a disorder of the anatomical integrity or organs and tissues or their physiological functions caused by an external factor.
  - 1.2. An accident is also deemed to be the occurrence of bodily injury of an insured person as a result of:
    - 1 a heat stroke, sunstroke, gas or chemical poisoning, snake bite, bee, wasp or hornet sting;
    - 2 drowning or freezing.
2. An **insured person** is the natural person, specified by name in the contract, with respect to whom the insured risk has been insured.
  - 2.1. **Without a special agreement specified in the insurance policy**, an insured person cannot be a person with mental or physical disability who needs everyday guardianship or supervision.
3. A **beneficiary** is the person who has the right to receive insurance indemnity in accordance with the insurance contract upon the occurrence of an insured event. The beneficiary is determined upon entry into the contract with the written consent of the insured person and a note is made thereon in the policy.
  - 3.1. If the beneficiary dies before an insured event, the recipient of the indemnity is the policyholder or their successors.
  - 3.2. If the beneficiary dies after an insured event, the recipient of the indemnity is the successors of the beneficiary.
  - 3.3. Upon occurrence of a temporary bodily injury, temporary incapacity for work or permanent disability, the recipient of the indemnity is the insured person and, in the event of a minor insured person, their legal representative if no beneficiary is determined in the insurance contract. In the event of a death, the recipient of the indemnity is the successor of the insured person.
  - 3.4. A successor or successors is/are the person(s) to whom the rights and obligations of the insured person arising from the insurance contract transfer by way of inheritance.

- 3.5. To receive the insurance indemnity, the successor or successors must prove that they are entitled to claim the insurance indemnity from Seesam in lieu of the insured person.
- 3.6. In the event of several successors, the sum insured is indemnified proportionally between the successors.
- 3.7. If the policyholder has been specified as the beneficiary, Seesam is required to pay the insurance indemnity only if the policyholder submits either the insured person's consent in writing or in a manner reproducible in writing for entry into the contract.

## VALIDITY AND OPTIONS OF INSURANCE COVER

4. The insurance cover is valid worldwide during the insurance period specified in the policy.
5. The options of the insurance cover are full-time and part-time insurance cover.
  - 5.1. Full-time insurance cover is valid for 24 hours a day.
  - 5.2. Part-time insurance cover is only valid when carrying out work assignments and during working hours (incl. while taking a break during the working time and while being on a business trip or official travel). Part-time insurance cover is not valid on the way to and from work. In the event of a dispute, Seesam is guided by the occupational accident report.
6. The insurance cover does not automatically include the sports, activities or professions listed in these terms and conditions under activities insurable under a special agreement (clauses 8–12).
7. If, upon entry into the contract, the policyholder wants to insure themselves or another person in respect of the activity/activities listed as activities insurable under a special agreement, Seesam must be notified thereof upon entry into the insurance contract.

## ACTIVITIES INSURABLE UNDER SPECIAL AGREEMENT

8. Activities insurable under a special agreement are competitive sports, high-risk activities and occupations exposed to a risk. The insurance cover is valid if a note has been made thereon in the policy.
9. **Competitive sports**
  - 9.1. Competitive sports are activities aimed at achieving success in public sports competition as well as professional sports activities. 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 one-off mass sports events, such as public running competitions, public marathons, etc.
  - 9.2. In the event of a minor (of less than 18 years of age) insured person, the insurance cover of competitive sports is also valid without a special agreement in the policy.
  - 9.3. If the insured person goes in for the competitive sports listed below (incl. preparatory training sessions for competitions), the policy must contain the note 'Competitive Sports' in order for the insurance cover to be valid:
    - 1 basketball, football (incl. American football), volleyball, handball, water polo, floorball;
    - 2 squash, tennis, badminton;
    - 3 athletics (incl. combined track and field events), triathlon, duathlon, orienteering;
    - 4 cycling, horse riding, roller skating, skateboarding;
    - 5 alpine skiing and snowboarding on specially designated tracks, skating;
    - 6 sailing, windsurfing;
    - 7 competitive dance, gymnastics;
    - 8 sport hunting, shooting.
10. **High-risk activities**
  - 10.1. If the insured person goes in for activities listed below or in activities with a similar degree of risk, the policy must contain the note 'High-Risk Activities' in order for the insurance cover to be valid:
    - 1 ice hockey, field hockey;
    - 2 underwater sports, incl. diving to the depth of up to 40 m;
    - 3 judo, karate, wrestling (except in the event of children of less than 12 years of age);

- 4 weightlifting (e.g. powerlifting);
  - 5 water motor sports, water skiing;
  - 6 motor racing;
  - 7 kite buggying, kiteboarding and surfboarding, etc.;
  - 8 riding skateboards, scooters or roller skates in a skate park (except in the event of children of less than 12 years of age).
- 10.2. If the insured person goes or plans to start going in for sports or areas of activity which have not been mentioned in these terms and conditions, but which are in essence similar to the listed sports or areas of activity, the level of complexity of such sports or area of activity must be agreed with Seesam in advance in a form reproducible in writing. In the event of a dispute, the given sport is classified as a high-risk activity.
11. **The insurance cover is not valid in the event of the following activities:**
- 1 alpinism, ice, rock and wall climbing, mountaineering, mountain hiking at an altitude of over 5,000 m;
  - 2 diving to the depth of over 40 m;
  - 3 rafting;
  - 4 boxing (incl. kickboxing, Thai boxing, etc.), mixed martial arts (MMA);
  - 5 BASE jumping, air sports, parachuting and bungee jumping, hot air ballooning and other similar events;
  - 6 ski jumping, downhill and speed skiing, heli-skiing, bobsleighbing;
  - 7 alpine skiing and snowboarding on tracks not designated for this;
  - 8 trick cycling (incl. BMX), parkour, downhill biking;
  - 9 any motor sports (incl. motocross, enduro, trial, hill climbing, ATV and quad sports, snowmobile competitions), off-road motorcycling (i.e. in woods, on fields and other off-road tracks) and other similar activities;
  - 10 hiking to uninhabited areas, for example explorations, expeditions to mountains, jungles, deserts or other similar areas in foreign countries.
12. **Occupations exposed to risks**
- 12.1. **Occupations exposed to risk** are: a lorry driver, logger, police officer, border guard, security officer, rescue worker (except for ambulance staff), miner, builder (except for an indoor electrician, sanitary engineer, painter), diver, cash collector, stunt performer, handler of explosive substances.
  - 12.2. **The insurance cover is not valid** in active service in the Defence Forces, conscript service or participation in military training unless this has been previously agreed with Seesam and a respective note has been made in the policy.

## TYPES OF INSURANCE INDEMNITIES

13. The types of insurance indemnity are daily allowance indemnity, pain and suffering indemnity, indemnity for medical treatment expenses, permanent disability indemnity, death indemnity and indemnity for tickets to called off events.
14. Seesam indemnifies damage and expenses on the basis of the insurance contract to the extent specified in the terms and conditions, taking into account the exclusions and exceptions specified in clauses 22–23.
15. The insurance cover option, types of insurance indemnity and the sums insured as chosen by the policyholder are specified in the policy.
16. **Daily allowance indemnity**
  - 16.1. If an insured person suffers temporary incapacity for work as a result of an insured event and the medical treatment thereof lasts for at least seven consecutive calendar days, Seesam will pay the daily allowance indemnity, taking into account the provisions of clauses 16.2–16.7.
  - 16.2. Seesam considers as temporary incapacity for work such situations where the insured person is temporarily unable to perform their designated work duties and the attending physician has issued a (electronic) certificate of incapacity for work to the insured person which has been confirmed by the employer and submitted to an authority providing health insurance services (e.g. the Health Insurance Fund).
  - 16.3. The daily allowance indemnity has been designed for individuals to whom a certificate of incapacity for work is issued. For example, for a person who works under an employment contract or in public service.

- 16.4. As an exception, an employed lawful representative (insured person) of a minor insured person is also entitled to the daily allowance indemnity if the representative needs to be absent from work due to an insured event that occurred to the minor insured person and daily allowance indemnity has been specified as the type of insurance indemnity in the representative's policy.
- 16.5. The daily allowance indemnity is paid on the basis of a certificate of incapacity for work for the period of incapacity for work specified therein. The indemnity is paid within one year of the day of occurrence of the insured event.
- 16.6. The amount of the daily allowance indemnity is the amount of the daily allowance indemnity per day as specified in the policy.
- 16.7. The daily allowance indemnity is not paid:
  - 1 if the insured person is temporarily incapacitated for work for fewer than seven consecutive calendar days;
  - 2 after expiry of the period of incapacity for work of the insured person as specified in the certificate of incapacity for work;
  - 3 if the loss of capacity for work is not caused by an accident (see clauses 1.1–1.2);
  - 4 from the moment Seesam awards permanent disability indemnity to the insured person;
  - 5 if no certificate of incapacity for work has been issued to the insured person.

#### 17. **Pain and suffering indemnity**

- 17.1. If an insured person suffers temporary damage to health, which corresponds to that described in the "Table of Pain and Suffering Indemnity", as a result of an insured event and the medical treatment thereof lasts for at least seven consecutive calendar days, Seesam will pay the pain and suffering indemnity. The duration of the treatment period must be confirmed by the attending physician. The requirement for the duration of the treatment period does not apply to bone fractures proven with an X-ray test.
- 17.2. The pain and suffering indemnity is a single indemnity calculated as a percentage of the sum insured as specified in the policy. The amount of the pain and suffering indemnity is determined on the basis of the "Table of Pain and Suffering Indemnity" specified in the policy.
- 17.3. In the event of an injury, which is not included in the "Table of Pain and Suffering Indemnity", Seesam makes a decision on the indemnity by way of analogy, relying on the decision of a trusted physician and taking into account the degree of severity of the injury. If the trusted physician of Seesam cannot apply analogy, no pain and suffering indemnity is paid.
- 17.4. The pain and suffering indemnity is paid in the event of accidents that occurred during one insurance period as a maximum to the extent of the sum insured as specified in the insurance contract.

#### 18. **Indemnity for medical treatment expenses**

- 18.1. If the insured person needs any health 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 will pay the indemnity for medical treatment expenses for the services and to the extent specified in clause 18.5.
- 18.2. Services provided by a medical practice, state or municipal institution holding an authorisation for the provision of health services in the Republic of Estonia, by a company entered in the Health Board register or by a person holding a valid professional certificate are indemnified.
- 18.3. Medical treatment expenses that have been incurred within two years after the occurrence of the accident are indemnified.
- 18.4. The maximum indemnity for medical treatment expenses in the case of one insured event is the sum insured as specified in the policy.
- 18.5. Indemnity is paid for:
  - 1 the medical treatment expenses of dental injuries caused by an accident;
  - 2 medically justified examination and analysis expenses provided and/or prescribed by a physician, such as radiological examinations (X-ray, computed tomography, etc.), as well as appointment fees;
  - 3 reasonable and necessary expenses of plastic surgery prescribed by a physician and necessary from the point of view of the medical treatment;
  - 4 the expenses of physiotherapy and medical physical training (incl. massage) prescribed by a physician and necessary from the point of view of the medical treatment;

- 5 the expenses previously agreed with Seesam for purchasing technical aids of medical rehabilitation (e.g. an exercise ball, chest-expander) prescribed by the attending physician;
- 6 the expenses previously agreed with Seesam for renting or purchasing medical technical aids (e.g. crutches, wheelchair, etc.) necessary and justified from the point of view of the medical treatment;
- 7 the hospital inpatient fee if the need for medical treatment is due to an insured event.

18.6. No indemnity is paid for:

- 1 the damage caused to a tooth or prosthesis as a result of biting. Likewise, no indemnity is paid for expenses incurred on the treatment of dental caries and other stomatological diseases;
- 2 the expenses on medicinal products;
- 3 the damage that is subject to indemnification under the Motor Insurance Act or an Act of a foreign state on compulsory motor liability insurance or another Act;
- 4 the expenses borne by the Health Insurance Fund, another insurer, employer, state, local government or another person, or the aforementioned authority or person has made a decision on bearing the expenses.

## 19. **Permanent disability indemnity**

- 19.1. The insured person has the right to the permanent disability indemnity if an insured event has caused permanent disability to the insured person.
- 19.2. Seesam deems a permanent disability to be a state where the functioning of a part of a person's body or sense organ has not recovered within one year of the occurrence of the insured event and therefore the normal functioning of the part of body or sense organ is affected.
- 19.3. The amount of the permanent disability indemnity is determined on the basis of the 'Table of Permanent Disability Indemnity' specified in the policy. The indemnity is paid as a single indemnity calculated as a percentage of the sum insured in accordance with the 'Table of Permanent Disability Indemnity'.
- 19.4. In the event of an injury, which is not included in the 'Table of Permanent Disability Indemnity', Seesam makes a decision on the indemnity by way of analogy, relying on the decision of a trusted physician and taking into account similar injuries and the degree of severity of the injury. If the trusted physician of Seesam cannot apply analogy, no indemnity is paid.
- 19.5. The existence and extent of the permanent disability is determined by the trusted physician of Seesam one year after the occurrence of the insured event, using as the basis the state of health 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.
- 19.6. Permanent disability is determined only on the basis of the severity and nature of the disability, not on the basis of the occupation, hobbies or lifestyle of the insured person.
- 19.7. If the degree of severity of the disability caused by an accident is at least 60% according to the 'Table of Permanent Disability Indemnity', the indemnity is paid out to the extent of the sum insured of the permanent disability indemnity as specified in the policy.

## 20. **Death indemnity**

- 20.1. If the insured person dies as a result of an accident that occurred during the insurance period, the beneficiary as specified in the policy or, upon lack of a beneficiary, the successors have the right to receive the death indemnity. The death indemnity is not paid if the insured person dies more than three years after the date of occurrence of the insured event.
- 20.2. If civil, criminal, administrative or misdemeanour proceedings are pending in respect of an event and this is essential for establishing Seesam's performance obligation or the extent thereof, the term for the submission of documents extends by the time of the aforementioned proceedings.

## 21. **Indemnity for tickets to called off events**

- 21.1. If the insured person cannot attend an event (concert, performance, sports competition, sports camp) due to an accident (clauses 1.1 and 1.2) that has occurred to them and the ticket to which has been acquired or the attendance fee of which has been paid before the occurrence of the accident, the cost of the insured person's ticket or attendance fee for which the insured person could not receive refund from the organiser of the event or otherwise will be indemnified.
- 21.2. The insurance cover is valid for the events that take place in the Republic of Estonia within up to one year after the insured event.

- 21.3. The transport and accommodation expenses, e.g. the price of bus tickets, cost of a rental car, hotel charges, etc., related to the event that has been called off are not indemnified.

## **EXCLUSIONS OF INSURED EVENT, REDUCTION OF AND REFUSAL TO PAY INSURANCE INDEMNITY**

22. No indemnity is paid on the basis of an insurance contract for the damage and expenses which:
- 1 have not been caused by an insured event;
  - 2 have been caused by an accident that has occurred prior to entry into the insurance contract;
  - 3 have been caused by diseases, e.g. infarction, stroke, diabetes, epilepsy, radiculitis, viral diseases, strain injuries, injuries arisen as a result thereof, medical treatment, application of medical measures, etc., except if the disease is directly caused by an insured event;
  - 4 are related to injuries of the intervertebral discs of the vertebral column (e.g. disc prolapse, lumbar and other intervertebral disc disorders);
  - 5 have been caused by changes in spinal curves, lower body or inguinal hernia;
  - 6 have been caused by damage to teeth and/or dental prostheses, except if indemnity for medical treatment expenses has been specified as the type of insurance indemnity in the policy;
  - 7 have been caused by loss, falling out or extraction of teeth and/or dental prostheses, except if it has a direct cause-and-effect relationship with an insured event and indemnity for medical treatment expenses has been specified as the type of insurance indemnity in the policy;
  - 8 have been caused by the breaking of prostheses (except in the event specified in clause 22.7);
  - 9 have been caused by bacterial infections (e.g. dental caries, food poisoning, salmonellosis, dysentery, etc.) and viruses, except for tetanus, rabies;
  - 10 have been caused by contraction of HI-virus, AIDS or hepatitis;
  - 11 have been caused by pregnancy, miscarriage or childbirth;
  - 12 are related to mental health disorders and medical treatment, incl. psychiatric disorders and related injuries;
  - 13 have been caused by stings or bites of insects, ticks (e.g. Lyme disease, tick-borne encephalitis) or arachnids (except in the events specified in clause 1.2.1);
  - 14 have been caused by a contact with poisonous mushrooms, berries, plants or substances (except in the events specified in clause 1.2.1);
  - 15 have emerged in connection with the detention of the insured person or the stay of the insured person in a custodial institution as an imprisoned person.
23. Seesam has the right to reduce or refuse to pay the insurance indemnity if:
- 1 the recovery period of the insured person is extended due to a disease or injury not caused by the insured event;
  - 2 the same part of the body has been recurrently injured. Seesam regards as a recurrent injury of the same part of the body any injury which has occurred in regard to the insured person within 24 months directly preceding the insured event;
  - 3 a chronically present bodily injury (e.g. damaged knee joints become painful after physical exercise, an elbow repeatedly becomes disjointed) has contributed to the occurrence of the insured event.

## **INCREASE IN LIKELIHOOD OF INSURED RISK AND NOTIFICATION THEREOF**

24. An increase in the likelihood of an insured risk is deemed to be an increase in the probability of occurrence of an insured event. Seesam regards the circumstances specified in clauses 26 and 27 as an increase in the likelihood of an insured risk.
25. Seesam must immediately be notified of an increase in the likelihood of an insured risk, but no later than within five working days of the increase in the likelihood of the insured risk.
26. Seesam must be notified about changes in the data, which were asked in the insurance application or otherwise upon entry into the insurance contract, that occur prior to the start or during the term of the insurance contract.
27. An increase in the likelihood of an insured risk is deemed to be the following:

- 27.1. a change in the country of residence of the insured person;
  - 27.2. a change in the profession, occupation and/or area of activity of the insured person;
  - 27.3. a change in the areas of interest or hobbies of the insured person;
  - 27.4. a significant and/or permanent impairment or deterioration in the state of health, incl. physical or mental disability, of the insured person in comparison with the moment of entry into the insurance contract.
28. If the policyholder or the insured person breaches the obligation specified in clause 25, Seesam will be released from its performance obligation if the insured event occurs more than one month after the time when Seesam should have received the notice.

## **PROHIBITION ON INCREASING LIKELIHOOD OF INSURED RISK**

29. Increasing the likelihood of an insured risk is deemed to be the breach of the obligations provided in the safety requirements of these terms and conditions as committed by the policyholder or the insured person.
30. The policyholder and the insured person may not breach the obligations specified in the safety requirements.
31. If the policyholder or the insured person breaches the obligations specified in the safety requirements and an insured event occurs due to the aforementioned breach, Seesam will be released from payment of the insurance indemnity to the extent in which the breach of the obligation contributed to the occurrence of the insured event.

## **SAFETY REQUIREMENTS**

32. In order to prevent the arrival of a harmful consequence in respect of their health, the insured person is required to comply with:
- 32.1 a reasonable diligence obligation;
  - 32.2 legislation, incl. the Traffic Act, in force;
  - 32.3 user and safety manuals of equipment and machinery;
  - 32.4 occupational safety requirements;
  - 32.5 the medical treatment regime, instructions or recommendations prescribed by the physician.
33. The insured person may not pose a risk to their life and health with their intentional or deliberate activities, e.g. initiate a fight; drive a vehicle or another means of transport while intoxicated or in a state of fatigue, exhibiting signs of intoxication or without holding a corresponding right to drive; exceed the speed limit, etc.
34. The insured person may not consume, without medical indication, narcotic drugs, psychotropic and other similar substances as well as poisonous mushrooms, plants and berries.
35. Upon consuming alcohol, the insured person must take into account their age, overall state of health and the fact that consumption of alcohol leads to an increase in the possibility of occurrence of an accident due to impaired physical or mental functions and reactions and therefore also to an increase in the likelihood of arrival of a harmful consequence in respect of their health.

## **GENERAL OBLIGATIONS AFTER OCCURRENCE OF INSURED EVENT**

36. Upon the occurrence of an insured event, the insured person is required to:
- 36.1 see a physician within 24 hours;
  - 36.2 inform Seesam of the accidents that have occurred, the initial diagnosis and the medical institution providing treatment within three working days;
  - 36.3 follow the precepts of the physician;
  - 36.4 immediately provide Seesam with relevant additional information. Seesam has the right to ask for additional documents related to the loss event;
  - 36.5 allow their examination by a trusted physician of Seesam, if necessary;
  - 36.6 promptly contact the police, either personally or through other persons in the event of an offence or a traffic accident.

37. The burden to prove an insured event rests with the policyholder or the insured person in the event of temporary bodily injury or permanent disability and, in the event of the death of the insured person, with the policyholder or the beneficiary. The aforementioned persons are required to provide Seesam with the information necessary to determine the scope of fulfilment of the contractual obligations of Seesam.
38. To receive the insurance indemnity, a proper application for insurance indemnity must be submitted to Seesam together with the additional documents asked by Seesam, including:
  - 38.1. medical documents certifying the injury and the occurrence thereof, the treatment provided, the duration of the treatment period, and including the evidence supporting the diagnosis. For example, hospital discharge summary (an extract from the case history), results of the tests performed, in the event of dental injury, an extract from the dental record;
  - 38.2. relevant documents issued by an investigative body about the reason for and circumstances of an insured event if you have suffered damage or injuries in a traffic accident or due to an unlawful act and Seesam requests the submission of the documents;
  - 38.3. upon applying for the indemnity for medical treatment expenses, a medical document with a justification for the need for the treatment and/or medical technical aids;
  - 38.4. upon applying for the indemnity for medical treatment expenses, the documents certifying the expenses;
  - 38.5. upon applying for the daily allowance indemnity, an extract from the certificate of incapacity for work confirmed by the employer and submitted to the sickness insurance institution for payment. Seesam has the right to check the data of the certificate of incapacity for work against the Estonian Health Insurance Fund;
  - 38.6. upon applying for the indemnity for tickets to called off events, the ticket to the event or a document certifying payment of the admission fee of the event and the certificate of the service provider regarding the amount not subject to refund;
  - 38.7. upon applying for the permanent disability indemnity, a medical document describing the permanent and unrecoverable injury and its extent (expert assessment of work ability, decision on the determination of the degree of severity of the disability, if possible);
  - 38.8. upon applying for the death indemnity, also the notice of cause of death, the death certificate and, if necessary, the succession certificate.
39. Seesam has a statutory right to make enquiries to relevant institutions and persons to verify the facts related to medical treatment. If the duration of and justification for medical treatment do not correspond to the diagnosis arising from the insured event, Seesam will only pay the insurance indemnity for the justified period of medical treatment.