

CONDITIONS OF HEALTH INSURANCE OF ALIENS

1. DEFINITIONS

- 1.1. **Insured** means an individual (natural person) who has permanent residence outside the Republic of Estonia and whose insured risk has been insured. An insured is entitled to an insurance indemnity, unless provided otherwise by law of the insurance contract.
- 1.2. **Insured object** means the life and health of the insured or a thing, right, obligation or expense of the insured with regard to which the insurance contract was made.
- 1.3. **Salva Kindlustus** means insurer registered in the Republic of Estonia under the business name Salva Kindlustuse AS.
- 1.4. **Policyholder** means a person who enters into a contract with Salva Kindlustus for the benefit of the insured.
- 1.5. **Insured event** means an unexpected and unforeseen event upon occurrence of which the insurer is obligated to indemnify.
- 1.6. **Sum insured** means the maximum monetary value of the insurance indemnity per insurance period.
- 1.7. **Insurance cover** means the obligation of Salva Kindlustus limited by the conditions of the insurance contract to pay the insurance indemnity in the event of an insured event or to perform other acts specified in the insurance contract.
- 1.8. **Insurance period** means the term of the insurance cover specified in the policy, unless otherwise provided for in the insurance contract.
- 1.9. **Insurance territory** means the Republic of Estonia. The insurance territory is indicated in the policy.
- 1.10. **Trip** means a temporary stay of the insured in the Republic of Estonia. The start of a trip means the arrival of the insured in the Republic of Estonia and the end of a trip means the leaving of the insured from the territory of the Republic of Estonia.

2. INSURANCE CONTRACT DOCUMENTS AND APPLICATION OF CONDITIONS

- 2.1. An insurance contract comprises a policy and insurance conditions. The policy refers to the insurance conditions that constitute an inseparable part of the policy. The insurance conditions have been enclosed with the policy. Prior expressions of will, acts or agreements of Salva Kindlustus and the policyholder are not deemed to be part of the insurance contract, unless otherwise provided for in the policy or in other documents of the insurance contract.
- 2.2. The policy is signed by a representative of Salva Kindlustus. The signature of the representative of Salva Kindlustus on the policy may be mechanically reproduced.
- 2.3. If a special meaning has been given to a word in the insurance contract, it is proceeded from the special meaning set out in the insurance contract when performing and interpreting the insurance contract.
- 2.4. In the event of a dispute, the Estonian text of the insurance contract documents and the legislation of the Republic of Estonia are followed.

3. ENTRY INTO CONTRACT, INSURANCE PREMIUM, VALIDITY OF INSURANCE

- 3.1. An insurance contract enters into force on the date of drawing up a policy.
- 3.2. The insurance cover is effective in the insurance term during the insured's trip. If an insurance contract has been made after the start of a trip, the insurance cover shall

enter into force as of the 15th day after making the insurance contract. The start date of the insurance cover is indicated in the policy.

- 3.3. The insurance premium must be paid in a lump sum by the agreed due date.
- 3.4. The insurer is not obligated to indemnify the damage if the insurance premium that has become due has not been paid by the moment of payment of the insurance premium.
- 3.5. The length of the insurance period must not exceed 1 year. The insurance period of an insurance contract made for the benefit of an insured who is over 80 years of age must not exceed 21 days.
- 3.6. If during one insurance period more than one travel insurance contract of Salva Kindlustus has been made per insured, the contract with the highest sum insured is applied.
- 3.7. Salva Kindlustus has the right to refuse from the signature of an insurance contract without indicating the reasons.

4. EXPIRY OF INSURANCE CONTRACT

- 4.1. An insurance contract expires upon expiry of the insurance period, by agreement of the parties or in other events provided by law or the insurance contract.
- 4.2. The insurance contract terminates before the prescribed time if the entire sum insured has been paid.
- 4.3. If the insured/policyholder wishes to cancel the contract and no insured event has occurred, the respective application must be submitted to Salva Kindlustus in writing. The insurance premium less 3 euros for covering the costs of signature of the contract is refunded for the unused insurance period.
- 4.4. After the insured event both parties to the insurance contract may cancel the insurance contract by informing the other party thereof one week in advance. Upon cancellation of the contract Salva Kindlustus is obligated to perform the contract with regard to the insured events that have occurred during the period of validity of the contract.

5. LIABILITY OF POLICYHOLDER

By payment of the insurance premium the policyholder warrants and represents that they have read the insurance conditions and introduced them to the insured before the signature of the insurance contract.

6. Insured events of health insurance are:

- 6.1. an unexpected acute illness that threatens the life or health of the insured and whose symptoms appear for the first time during the given trip and for the curing of which the insured needs emergency medical assistance. If a chronic disease gets more acute, it shall be considered an insured event only if such result could not be foreseen;
- 6.2. an unexpected and unforeseeable accident, a sudden event caused by external influence and independent from the will of the insured for the curing of which the insured needs medical assistance;
- 6.3. death as a result of the insured event specified in article 6.1 of 6.2.

In addition to the aforementioned the policyholder may, upon entry into the contract, choose additional risks in the event of which the insured events of health insurance are:

- 6.4. the event specified in articles 6.1-6.3, which has occurred while downhill skiing or snowboarding;
- 6.5. the event specified in articles 6.1-6.3, which has occurred while doing physical paid work.

7. On the basis of health insurance the following inevitable expenses relating to the insured event are indemnified:

- 7.1. expenses of outpatient and inpatient medical treatment; in the event a chronic illness has gotten more acute, the expenses of outpatient and inpatient medical treatment to an extent of up to 700 euros;
- 7.2. the reasoned transportation expenses of the insured for the purpose of obtaining medical assistance;

- 7.3. expenses of medicinal products purchased on the basis of a prescription issued by a doctor;
- 7.4. dental expenses of up to 100 euros per insurance period;
- 7.5. the costs of repairing or acquisition of a prosthetic appliance, hearing aid or glasses to the extent of up to 80 euros;
- 7.6. the reasoned travel expenses of one person accompanying the insured in the least expensive price range available and accommodation expenses in the amount of up to 90 euros a day for maximum 5 days, unless medical staff has ordered the person in writing to stay with the insured or accompany the insured if the latter's state of health requires it.
- 7.7. the costs of transporting an injured or ill insured to the country of residence, provided that such returning is considered medically necessary and possible and Salva Kindlustus arranges it. If the insured refuses from it, Salva Kindlustus shall not have any indemnification obligation regarding any further expenses;
- 7.8. funeral expenses in the Republic of Estonia in the amount of up to 640 euros or the costs of transportation of the corpse or the ashes of the insured to their homeland in the event the insured deceases in the Republic of Estonia as a result of an insured event;
- 7.9. additional travel expenses of a new return trip in a situation where the insured cannot use the existing return tickets to the country of residence due to an insured event;
- 7.10. in the event of the first diagnosis of an oncological disease until giving the diagnosis and the costs of repatriation to the country of residence;
- 7.11. the cost of telephone calls made to Salva Kindlustus due to an insured event is indemnified to the extent of up to 20 euros.

8. The following is not an insured event and is not subject to indemnification:

- 8.1. expenses incurred outside the Republic of Estonia;
- 8.2. expenses incurred after 30 days have passed from the end of the insurance period;
- 8.3. expenses relating to a psychiatric and psychoneurological condition or illness (incl. a stress reaction, depression, anxiety disorder);
- 8.4. expenses of a cosmetic or plastic surgery;
- 8.5. expenses relating to pregnancy and labour (incl. abortion), except emergency medical assistance as a result of an accident;
- 8.6. expenses incurred upon mountain climbing, mountain hiking or practicing aviation sports, skydiving, horseback riding, motor sports, underwater sports using a motor vehicle, surfing, boxing, wrestling, martial arts, winter sports outside areas designated by a winter sports centre and while practice another extreme sports and expenses incurred when preparing for or taking part in an official sports competition;
- 8.7. damage or losses suffered while downhill skiing or snowboarding, unless specified in the policy;
- 8.8. expenses relating to a physical injury, ailment, medical condition or a suffered acute phase of a chronic illness of the insured diagnosed before the start of the trip or the insurance period;
- 8.9. expenses of planned treatment;
- 8.10. damage or losses subject to indemnification on the basis of an act, international agreement or legislation in force or compulsory or mandatory insurance;
- 8.11. expenses of vaccination and protective injection;
- 8.12. expenses of non-medical assistance or alternative medicine;
- 8.13. damage or losses relating to a person performing physical paid work, unless specified in the policy;
- 8.14. expenses relating to returning the insured to the country of residence without the consent of Salva Kindlustus.

9. OBLIGATIONS OF THE INSURED/POLICYHOLDER UPON OCCURRENCE OF A LOSS EVENT

- 9.1. The insured/policyholder must immediately inform Salva Kindlustus of a loss event and, as soon as possible, but not later than within 15 days after the occurrence of the loss event submit to Salva Kindlustus a written loss application;
- 9.2. The insured must use only the required medical assistance by licensed medical staff.
- 9.3. If the insured needs hospitalisation, they must immediately inform Salva Kindlustus. If the health status of the insured does not allow for it, the insured's representative or the doctor treating them shall do it. The telephone numbers of Salva Kindlustus have been indicated in the policy;
- 9.4. The insured/policyholder must grant Salva Kindlustus and the doctor of Salva Kindlustus access to the information concerning the loss event, incl. to information on the person's prior medical condition. By payment of the insurance premium the policyholder warrants and represents that the policyholder consents to the processing of the aforementioned information by Salva Kindlustus upon occurrence of a loss event. The policyholder must ensure the consent of the insured to the receipt and processing of the aforementioned information.
- 9.5. If the insured event has been caused by a traffic accident, the insured must call the police and have the police confirm the occurrence of the event.

10. STEPS AND EVIDENCE REQUIRED FOR APPLICATION FOR INSURANCE INDEMNITY

- 10.1. Upon applying for the indemnity, the insured or their representative must fill in the written loss application form of Salva Kindlustus as soon as possible, but not later than within 15 days after the occurrence of the loss event.
The insured is obligated to certify the circumstances of the insured event. The insured/policyholder or their representative must submit documents and give written statements required for obtaining the indemnity. Salva Kindlustus has the right to demand original documents. The insured/policyholder is obligated to submit true information regarding the occurrence of the loss event and not to mislead Salva Kindlustus concerning the circumstances and/or size of damage or loss.
- 10.2. The applicant for indemnity must submit a medical certificate containing the diagnosis, invoices of treatment and medicinal products, transportation receipts and other documents certifying the occurrence of the damage or loss, the circumstances of the event and the size of damage or loss.

11. INSURANCE INDEMNITY AND OBLIGATIONS OF SALVA KINDLUSTUS

- 11.1. Upon receiving a loss application, Salva Kindlustus commences the loss adjustment procedure in the course of which it is identified whether it is an insured event and whether and to what and extent Salva Kindlustus is obligated to indemnify it. In the event of an insured event the indemnity is paid within 15 days after the submission of any and all required evidence, documents and the indemnity claim.
- 11.2. In the event of failure to pay the indemnity within the prescribed term Salva Kindlustus pays default interest in accordance with the Law of Obligations Act.
- 11.3. If the indemnity is applied for by the policyholder and the insured are different persons, the policyholder shall, at the request of Salva Kindlustus, submit the written consent of the insured to the entry into the contract and payment of the indemnity to the policyholder.
- 11.4. If the indemnification obligation of Salva Kindlustus depends on circumstances to be identified in a civil, criminal, administrative or misdemeanour procedure, Salva Kindlustus shall have the right to make a decision of indemnification or refusal from indemnification not later than within 15 days after the end of the procedure and submission of all the required evidence, documents and the indemnity claim.
- 11.5. If the policyholder or the insured has violated an obligation arising from the insurance contract (incl. the obligation of submission of evidence), Salva Kindlustus shall have the right to refuse payment of the insurance indemnity or reduce the insurance indemnity if the breach had an impact on the occurrence or size of the damage or loss or on the identification of the scope of the performance obligation of Salva Kindlustus.

- 11.6. If Salva Kindlustus learns of a breach of the insurance contract after payment of the insurance indemnity, Salva Kindlustus shall have the right to partially or fully reclaim the insurance indemnity paid, depending on whether Salva Kindlustus, having known of the breach of the insurance contract, would have refused payment of the insurance indemnity or reduced the insurance indemnity.
- 11.7. Salva Kindlustus indemnifies direct material damage and loss arising from an insured event pursuant to the restrictions and limitations arising from the insurance contract. The insurance indemnity is limited to the sum insured.
- 11.8. The basis for calculation of the monetary indemnity is the usual value of a similar thing in Estonia. If the usual value of the thing in Estonia cannot be identified, the acquisition cost and depreciation of the thing are used.
- 11.9. In the event of indemnification of medical accessories specified in article 7.5 Salva Kindlustus has the right to demand the delivery of the damaged property to Salva Kindlustus. Until the delivery of the aforementioned property or the right of claim regarding the property to Salva Kindlustus, Salva Kindlustus has the right to suspend the payment of the insurance indemnity or to reduce the insurance indemnity by the usual value of the aforementioned property.
- 11.10. The right of claim of the insured against third parties transfers to Salva Kindlustus once the latter has indemnified the damage or loss.
- 11.11. If the policyholder or the insured waives their claim against the third party or the right securing the claim, Salva Kindlustus shall be released from the obligation insofar as the insured/policyholder could have claimed the insurance indemnity on the basis of the claim or right.

12. GENERAL PRECLUSIONS

Salva Kindlustus does not indemnify any damage or loss caused by the following:

- 12.1. terrorism, a weapon of mass destruction, war or a situation resembling a military operation, a coup d'état, rebellion, mass disruptions, work stoppage (incl. strike), insolvency of a service provider.
- 12.2. nuclear energy, radioactivity, epidemics, environmental pollution or natural disaster (e.g. earthquake, landslide, flood, etc.);
- 12.3. activities of authorities, expropriation of property;
- 12.4. the insured's intoxication of alcohol, toxic or narcotic substances or a loss event arising therefrom, driving a vehicle in a state of intoxication or travelling as a passenger in a vehicle driven by an intoxicated person;
- 12.5. suicide and a suicide attempt, illegal conduct or conscious self-jeopardising by the insured or participation in a fight;
- 12.6. the intent or gross negligence of the insured/policyholder;
- 12.7. military service or participation in military training.

Salva Kindlustus does not indemnify any damage or loss if:

- 12.8. the insurance contract has been made after the occurrence of the circumstance that caused the loss event;
- 12.9. the damage or loss has been indemnified by another person;
- 12.10. it is a claim of the loss of profit or non-monetary (moral) damages;
- 12.11. the policyholder/insured has given Salva Kindlustus false information in the course of the loss adjustment process.

13. NOTIFICATION OBLIGATION OF SALVA KINDLUSTUS

- 13.1. Before signature of an insurance contract Salva Kindlustus allows the insured/policyholder to examine the insurance conditions.
- 13.2. If during the insurance period the name, legal form or address of Salva Kindlustus or the address of the structural unit of Salva Kindlustus through which the contract was made or the address of the competent insurance supervision authority changes, Salva Kindlustus shall notify the policyholder thereof via the website of Salva Kindlustus or the mass media.

14. RESOLUTION OF DISPUTES

- 14.1. Any disputes between the parties, which arise from the insurance contract, are subject to resolution by way of negotiations and, failing agreement, the parties have the right to go to court.
- 14.2. The Financial Supervision Authority exercises supervision over the compliance of the activities of the insurer with legislation. The Financial Supervision Authority does not resolve any disputes between the insurer and the insured/policyholder.