

GENERAL TERMS AND CONDITIONS OF ACCIDENT INSURANCE

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1. CONCLUSION OF ACCIDENT INSURANCE CONTRACT AND STANDARD TERMS AND CONDITIONS OF CONTRACT

- 1.1. Insurer shall issue an insurance policy, based on data received from Policyholder. Insurance contract shall be considered as concluded if Policyholder pays the insurance premium in time. Insurance cover is effective from the beginning of insurance period under the conditions specified by insurance policy, even if the insurance premium has not been yet paid because of a later payment deadline.
- 1.2. If Policyholder fails to pay the insurance premium, it is assumed that s/he did not wish to conclude the contract under the policy conditions and the contract has not been concluded. In this case there is no insurance cover.
- 1.3. In case of accident insurance contracts the following standard policy conditions of Salva Kindlustuse AS shall be applied:
 General Terms and Conditions KÜ-03;
 General Terms and Conditions of Accident Insurance ÖJKT-12.12.

2. INSURED PERSON

- 2.1. Insured person is a natural person at the age of between six months and 75 years (incl.) who has been specified in the insurance contract. The insured person can be the policyholder or a third person for whose benefit the insurance contract has been concluded.

2.2. Insured person cannot be a person with physical or mental disability who needs constant or regular assistance, guidance or supervision.

2.3. A minor is an insured person who is less than 18 years of age during the occurrence of an accident.

2.4. An employed adult or minor insured person is a person who receives an income subject to social tax during the occurrence of an accident. Minors who participate in daytime study and work in their spare time shall not be considered as employed.

3. BENEFICIARY

Beneficiary is a person specified by the policyholder in the insurance contract with insured person's written consent. In case of an accident, the beneficiary is entitled to receive insurance benefits as provided by insurance contract.

3.1. **If the beneficiary has not been specified in the insurance contract, then the following rules shall apply:**

3.1.1. In case of temporary injury, temporary incapacity for work or permanent disability, insurance benefit shall be paid to the insured person or, if the insured person is a minor, to the legal representative of the minor;

3.1.2. In case of death, insurance benefit shall be paid to the insured person's successor as provided by law.

3.2. **If the beneficiary has been specified in the insurance contract, then the following rules shall apply:**

3.2.1. In case of temporary injury, temporary incapacity for work or permanent disability, insurance benefit shall be paid to the insured person or, if the insured person is a minor, to the legal representative of the minor, unless otherwise agreed upon with the insurer and specified in the insurance policy.

Sample: A company purchases an insurance cover for all its employees and wishes to receive the compensation for pain and suffering, daily allowances as well as permanent disability and death benefits in case of any accident involving its employees. In this case the company shall be specified in the policy as beneficiary for all benefit classes.

3.2.2. In case of death, insurance benefit shall be paid to the beneficiary.

3.3. If beneficiary dies or is liquidated without a successor before the occurrence of the insured event, the beneficiary shall be deemed unspecified.

3.4. If beneficiary dies before the payment of death benefit but after the death of insured person, the death benefit shall be paid to beneficiary's successor as provided by law.

4. VALIDITY OF INSURANCE

The insurance shall be valid all over the world.

4.1. **Temporal validity**

4.1.1. Temporal validity of insurance shall be specified in insurance contract.

- 4.1.2. Round-the-clock insurance shall be valid 24 hours a day.
- 4.1.3. Spare time insurance shall be valid during the spare time of insured person.
- 4.1.4. Working time insurance shall be valid during the performance of work assignments in the working hours of the insured person and during the rest period within working hours, also at the time of business travel of the insured person. Working shall mean an activity for which the insured person receives an income subject to social tax. Working time accident insurance shall not be valid on the way to and back from work.

4.2. **Validity during sports activities**

- 4.2.1. Sports within the meaning of these Insurance Terms and Conditions shall mean physical activity that is aimed at ensuring fitness, maintaining and improving health and/or ensuring meaningful recreation and leisure during spare time.
- 4.2.2. Insurance cover shall be valid during sports activities, if specifically mentioned in the insurance policy.
- 4.2.3. The insurance shall cover sports activities that have not been excluded by Insurance Terms and Conditions, unless otherwise agreed in the insurance policy.
- 4.2.4. Where the insurance is valid during working hours, it shall cover work assignments related to sports, if specifically mentioned in the policy.

Sample: Insured person works as a physical education teacher and wishes to purchase an accident insurance cover for working hours. It shall be mentioned in the policy that the insured person's work assignments are related to sports. The teacher severs the muscle tissue when demonstrating an exercise during the physical education period. The injury is covered by insurance, because the policy includes the respective statement.

5. **GROUP CONTRACT**

Group contract within the meaning of these Insurance Terms and Conditions shall be an insurance contract for insuring risks of five or more insured persons.

5.1. **Policyholder's obligations**

- 5.1.1. If a contract is concluded for the insurance of risks of several insured persons, the policyholder shall commit to submit to the insurer a list of insured persons whom he/she intends to insure.
- 5.1.2. If the policyholder and the insured person are not the same person, the policyholder shall commit to present to the insurer a written consent of the insured person (in case of a minor, a written consent of the legal representative) to the conclusion of insurance contract.
- 5.1.3. The policyholder shall commit to inform the insurer immediately in writing of any data amendments made in the list of insured persons during the period of insurance. Amendments shall be considered effective only after the amendment of the insurance contract has been formalised in writing.

5.2. **Addition and removal of insured persons**

- 5.2.1. The policyholder shall have the right to request during the period of insurance the addition of insured persons to the list of insured persons and/or their removal from such a list.

Amendments shall be considered effective only after the amendment of the insurance contract has been formalised in writing. The insurer shall be entitled to refuse to add any new persons to the insurance contract.

- 5.2.2. If policyholder wishes to insure persons whose profession or field of activity is different from that of previously insured persons, the respective temporal validity, benefit limits and insurance premiums should be separately agreed upon. The insurer shall be entitled to refuse to insure these persons.

6. **INSURED EVENT**

Insured event within the meaning of these Insurance Terms and Conditions shall be insured person's temporary injury, temporary incapacity for work, permanent disability or death caused by an accident that occurred during the period of insurance.

7. **ACCIDENT**

- 7.1. Accident within the meaning of these Insurance Terms and Conditions shall be an unforeseeable event caused by external effects, which occurs despite of insured person's will and leads to his/her bodily injury or death.
- 7.2. Accident shall include the following events that occur despite of insured person's will:
 - 7.2.1. Limb or vertebral column injury due to huge efforts, which causes severance of muscle, tendon, ligament or rotator cuff and because of which the insured person has consulted a doctor at the earliest opportunity;
 - 7.2.2. Heatstroke, sunstroke, gas poisoning;
 - 7.2.3. Drowning and freezing if this causes permanent disability or death.

8. **PHYSICIAN-ADVISOR, ACTIVE THERAPY, REHABILITATION**

- 8.1. Physician-advisor is a person who consults the insurer in medical issues.
- 8.2. Active therapy is an evidence-based medical activity aimed at the treatment of an injury of a part of body or an organ that has been caused by an accident, creation of a condition as good as possible for recovery (including for rehabilitation which follows active therapy) or prevention of possible delayed health problems caused by the injury.
- 8.3. Rehabilitation is an evidence-based systematic activity that follows active therapy in order to decrease the functional impairment of an injured organ or part of body and to adjust a person, so that he/she could to cope better with his/her disability in daily life. Rehabilitation within the meaning of these Insurance Terms and Conditions shall not include activities performed after a year has passed from the commencement of rehabilitation.

9. **BENEFIT TYPES**

- 9.1. The benefit limit is the amount specified in the insurance contract, which is the maximum total limit for the payment of a specific insurance benefit for all accidents that have occurred during the period of insurance. The limit for daily allowances is set per a day.

9.2. Benefits include the following: compensation for pain and suffering, daily allowance benefit, permanent disability benefit and death benefit.

9.3. **Compensation for pain and suffering**

9.3.1. Compensation for pain and suffering shall be paid in case of an accident that occurs during the period of insurance and causes a temporary injury to insured person's body part or sensory organ.

9.3.2. Compensation for pain and suffering shall be paid only if the treatment prescribed by a doctor due to an accident has lasted for at least 8 days and this has been proved by the treatment facility.

9.3.3. Compensation for pain and suffering shall be paid as a lump sum for an accident as a percentage of the agreed benefit limit.

9.3.4. The percentage value of the compensation shall be determined according to the Table for the determination of the percentage value of the compensation for pain and suffering presented in Annex 1, which was applicable during the conclusion of insurance contract.

Sample: Benefit limit for the compensation for pain and suffering is set at 3000 EUR according to the insurance policy. The insured person breaks her/his cuboid bone because of an accident. According to the Table for the determination of the percentage value of the compensation for pain and suffering, this is an injury that corresponds to 10% of the benefit limit. Compensation shall be 300 EUR.

9.3.5. If the impairment caused by an accident falls under several subsections of the Table for the determination of the percentage value of the compensation for pain and suffering, the compensation shall be set at the highest percentage.

Sample: The insured person suffers the fracture and concussion of the hallux (big toe). According to the Table for the determination of the percentage value of the compensation for pain and suffering, the concussion of hallux corresponds to 1% and the fracture of hallux corresponds to 3% of the benefit limit. The insured person shall receive the compensation based on the highest percentage, i.e. 3% of the limit for compensation for pain and suffering as specified in the insurance policy.

9.3.6. If the insured person suffers simultaneously several injuries, the compensation for pain and suffering shall be determined according to the severest injury. A compensation for accompanying injuries shall be set at 50% of the percentage specified in the Table for the determination of the percentage value of the compensation for pain and suffering, but not exceeding the limit for compensation for pain and suffering as specified in the insurance policy.

Sample: The insured person suffers the brain concussion, the fracture of the right clavicle (collarbone) and the volume fraction of the third and fourth right ribs (proved by x-ray). The severest injury according to the Table for the determination of the percentage value of the compensation for pain and suffering is the fracture of clavicle (5%); the accompanying injuries are the fracture of the third and fourth ribs (the fracture of 2 ribs $2 \times 3\% = 6\%$, reduction 50%, in total 3% for 2 ribs) and the brain concussion (1%, reduction 50%, in total 0.5%). Compensation shall be $5 + 3 + 0.5 = 8.5\%$ of the limit for

compensation for pain and suffering as specified in the insurance policy.

9.3.7. If the insured person suffers injuries not specified in the Table for the determination of the percentage value of the compensation for pain and suffering, the insurer shall decide the compensation level based on injuries of similar severity.

9.3.8. The compensation for pain and suffering shall be paid on the basis of accidents occurred during the period of insurance, but not exceeding the limit for compensation for pain and suffering as specified in the insurance policy.

9.3.9. The compensation for pain and suffering shall not be paid, if:

9.3.9.1 The period of treatment prescribed by a doctor due to an accident is 7 consecutive days or less;

9.3.9.2 The injury was caused by drowning or freezing;

9.3.9.3 The injury was not caused by an accident.

9.4. **Daily allowance**

9.4.1. Daily allowance shall be paid for each medically justified day of temporary incapacity for work, regardless of whether the patient received in-patient or outpatient treatment and provided that the period of treatment was at least 8 days.

Sample: The insured person has a certificate of incapacity for work for 14 days. The daily allowance shall be paid for 14 days, if all conditions necessary for the daily allowance have been met.

9.4.2. Temporary incapacity for work within the meaning of these Insurance Terms and Conditions shall be a transient impairment of insured person's body part or sensory organ, which was caused by an accident that occurred during the period of insurance and which:

9.4.2.1 Makes it temporarily impossible for an employed insured person to perform his/her work assignments;

9.4.2.2 Requires the employed legal representative of a minor insured person to stay away from work due to ambulatory or hospital care of the minor.

9.4.3. Daily allowance shall be paid on the basis of a certificate of incapacity for work of an employed person.

9.4.4. For accidents occurred during the period of insurance, daily allowance shall be paid for up to the maximum number of days specified in the insurance contract.

Sample 1: The daily allowance limit specified in the insurance contract is 20 EUR and the duration is 90 days. The insured person has a certificate of incapacity for work for 10 days due to an accident. The compensation shall be 200 EUR (20 EUR x 10 days), if all conditions necessary for the daily allowance have been met.

Sample 2: The daily allowance limit specified in the insurance contract is 20 EUR and the duration is 90 days. The insured person has a certificate of incapacity for work for 100 days due to an accident. The compensation shall be 1800 EUR (20 EUR x 90 days), if all conditions necessary for the daily allowance have been met.

9.4.5. If additional complications directly related to a specific accident appear within a year from the accident and cause again the temporary incapacity for work of the insured person, daily allowance shall be paid on the basis of the

insurance contract which was valid at the time of the accident, provided that the additional period of incapacity is at least 8 consecutive days.

9.4.6. Daily allowance shall not be paid:

9.4.6.1 If the insured person is incapable for work for 7 consecutive days or less as a consequence of an accident;

9.4.6.2 For days during which the insured person or the legal representative of an unemployed minor insured person performs his/her work assignments;

9.4.6.3 For several different insured events at a time;

9.4.6.4 If the incapacity for work was caused by drowning or freezing;

9.4.6.5 If the incapacity for work was not caused by an accident.

9.4.7. The right to receive daily allowance shall expire when:

9.4.7.1 The period of incapacity for work specified on the certificate of incapacity for work ends and/or the insured person or the legal representative of an unemployed minor insured person resumes work;

9.4.7.2 The insurer decides to pay the permanent disability benefit to the insured person.

9.5. **Permanent disability benefit**

9.5.1. Permanent disability within the meaning of these Insurance Terms and Conditions shall be the following medically proven permanent condition which has developed within 1 (one) year from the occurrence of the accident:

9.5.1.1 Partial or full loss of a body part or its function;

9.5.1.2 Partial or full loss of a sensory organ or its function.

9.5.2. Permanent disability benefit shall be paid on the basis of insurance contract, if the insured person is permanently disabled as a consequence of an accident and after the completion of active therapy and rehabilitation.

9.5.3. The existence and extent of permanent disability caused by an accident within the meaning of the insurance contract shall be determined after the occurrence of the accident, on the basis of the health status of the insured person at the time.

9.5.4. Permanent disability shall be determined in comparison with the health status of a healthy person at the same age, taking into account only the severity and nature of the disability and not the individual characteristics of the insured person, such as his or her way of life, profession or hobbies.

9.5.5. The incapacity for work or loss of income shall not be taken into account when determining the permanent disability.

9.5.6. Permanent disability shall be determined on the basis of medical records.

9.5.7. Permanent disability benefit shall be paid as a percentage of the agreed limit of the permanent disability benefit. The percentage of permanent disability shall be determined on the basis of the Table for the determination of the percentage of permanent disability provided in Annex 2 to these Insurance Terms and Conditions, which was in effect at the time of conclusion of the insurance contract.

Sample: The permanent disability benefit limit specified in the insurance contract is 20 000 EUR. The insured person

develops the ankylosis of the hip joint as a consequence of an accident, which corresponds to 40% of the permanent disability benefit limit according to the Table for the determination of the percentage of permanent disability. The compensation shall be 8000 EUR (40% x 20 000 EUR).

9.5.8. If functional impairments caused by an accident fall under several subsections of the Table for the determination of the percentage of permanent disability, the percentage of permanent disability shall be determined on the basis of the subsection that describes the bodily injury, which is the main cause for these functional impairments.

9.5.9. If the insured person suffers injuries not specified in the Table for the determination of the percentage of permanent disability, the insurer shall decide the compensation level based on injuries of similar severity.

9.5.10. Permanent disability benefit shall be paid as a lump sum payment for an accident.

9.5.11. The insurer is entitled to make the decision on the payment of permanent disability benefit or on the refusal to pay it after the completion of rehabilitation but not later than within 2 years from the accident.

9.5.12. The degree of permanent disability and/or the percentage of the loss of capacity for work established by the Social Insurance Board (SIB) or another national medical committee shall not be binding for the insurer in the determination of permanent disability.

9.5.13. Permanent disability benefit shall not be paid if:

9.5.13.1. The initial application for the permanent disability benefit has not been filed within 12 months from the accident;

9.5.13.2. The insured person dies as a consequence of the accident within a year from the date of the accident.

9.6. **Death benefit**

9.6.1. Death benefit shall be paid within the benefit limit specified for death in the insurance contract.

9.6.2. Beneficiary or another person entitled to receive the benefit shall have the right to receive the death benefit if the insured person dies as a consequence of the accident within a year from the accident.

9.6.3. Benefit shall not be paid if the insured person dies after a year has passed from the accident.

10. **BENEFIT LIMITATIONS AND EXCLUSIONS**

10.1. **The insurer shall have the right to reduce or refuse to pay the insurance benefit if:**

10.1.1. A disease (e.g. radiculitis, epilepsy, diabetes, infarction, stroke) which commenced before the accident or an injury that occurred before the accident contributed to the occurrence of the accident;

Sample: The insured person has an epilepsy attack when driving a car; s/he loses the command of the vehicle due to this and causes an accident. Injuries caused by this accident are not considered to be an insured event in the meaning of these Insurance Terms and Conditions, and the insurer shall have no obligation to pay the benefit.

10.1.2. The body part or the sensory organ is injured, which function was impaired already before the accident, or the same body part is repeatedly injured;

- 10.1.3. The recovery is delayed due to a disease or injury that was not caused by the accident.
- 10.2. **The following events shall not be deemed as an insured event in the meaning of these Terms and Conditions:**
- 10.2.1. An accident that occurs before the insurance cover becomes valid or after the end of insurance coverage or during the period when the insurance cover is not valid;
- 10.2.2. An insect or spider (including tick) bite and a disease caused by it;
- 10.2.3. Injuries to the teeth or dentures of the injured person, unless agreed upon in advance with the insurer and mentioned in the insurance policy;
- 10.2.4. Development of mental disorders, except if mental disorders were the consequence of a traumatic cerebral injury caused by the accident;
- 10.2.5. Miscarriage and childbirth and related complications;
- 10.2.6. A disease of the insured person, except if the disease was directly caused by the accident;
- 10.2.7. Falling ill with HIV, AIDS, hepatitis or tetanus;
- 10.2.8. Changes to vertebral column curvatures, intra-abdominal or cerebral haemorrhage, abdominal or inguinal hernia, except in cases when the injury was caused by an accident that occurred during the validity of insurance cover;
- 10.2.9. Spinal disc herniation (prolapse).
- 10.3. **Insurance benefit shall not be paid if the following caused or contributed to the occurrence of the accident:**
- 10.3.1. The insured person was in the state of intoxication, in case a cause and effect relationship between the intoxication and the accident can be assumed. A state of intoxication is a health status caused by the consumption of alcohol, drug or a psychotropic substance, which is reflected in disturbed or changed bodily or mental functions and reactions. Also a refusal to establish the state of intoxication or obtaining a state of intoxication after the accident shall be deemed as a state of intoxication;
- 10.3.2. The insured person drove a vehicle in the state of intoxication or gave the right to drive to a person who was in the state of intoxication or had no right to drive;
- 10.3.3. The insured person is employed in a hazardous position, except in case when this has been previously agreed with the insurer. Hazardous positions within the meaning of Insurance Terms and Conditions include the following: professional athletes, emergency medical staff, police, officials of the rescue service, members of the Defence Forces, collectors, underwater workers, miners, flight attendants, airplane pilots, crew members of vessels, stuntmen;
- 10.3.4. Violation by the insured person of safety requirements of the manufacturer in the use of pyrotechnic equipment;
- 10.3.5. Any medical procedure (incl. surgery), except in case when the medical procedure was caused by an accident that occurred during the validity of insurance cover;
- 10.3.6. Benji or parachute jumps by the insured person; use of non-power driven aircraft, hang-glider or other non-fixed wing aircraft; use of a skateboard or roller-skates in a ramp; underwater sports, bicycle stunt riding, kite boarding and other extreme sports;
- 10.4. Motor vehicles races or testing in which the insured person participates as a driver or a passenger;
- 10.4.1. Going in for auto sport and motor sport by the insured person;
- 10.4.2. Driving the ATV off road;
- 10.4.3. Going in for professional sports, except if previously agreed with the insurer and mentioned on the insurance policy. Professional sports within the meaning of these Insurance Terms and Conditions is any sports activity that is aimed at the achievement of success on national and/or international level and is performed by professional athletes who are compensated for this activity;
- 10.4.4. Setting the life or health of the insured person intentionally at risk by the insured person or the person entitled to receive the insurance benefit, self-injury, suicide, suicide attempt, fight started by the insured person, etc.;
- 10.4.5. Committing a crime by the insured person or the person entitled to receive the insurance benefit;
- 10.4.6. Exceeding the speed limit or driving a vehicle without a right to drive by the insured person or the person entitled to receive the insurance benefit;
- 10.4.7. Participating in active service in the Defence Forces or any military exercises or action by the insured person;
- 10.4.8. Staying of the insured person at a custodial institution as an arrested, detained or imprisoned person;
- 10.4.9. Staying of the insured person on board of an aircraft or vessel that is not intended for passenger transport.
- ## 11. ACTIONS IN CASE OF AN ACCIDENT
- 11.1 **In order to receive the insurance benefit, the insured person shall act as follows in case of an accident:**
- 11.1.1 Consult a doctor as soon as possible;
- 11.1.2 Follow the doctor's prescriptions;
- 11.1.3 Allow the physician-adviser to perform his/her medical examination, if necessary;
- 11.1.4 Call the police in case of a traffic accident or an offence against the person.
- 11.2 **In order to receive the insurance benefit, insured persons, policyholders and beneficiaries shall act as follows in case of an accident:**
- 11.2.1 Inform the insurer immediately, but not later than within 3 working days, of the accident, the preliminary diagnosis and the medical institution;
- 11.2.2 Give immediately any relevant additional information requested by the insurer.
- 11.3 The insurer or the insurer's physician-adviser shall have access to information on the insured event, including on the prior health status of the insured person. In case of an insured event, the insured person or his/her legal representative shall agree to the processing of the above-mentioned information by insurer and/or insurer's physician-adviser.
- 11.4 If an insured person, policyholder or beneficiary does not perform the obligations mentioned in section 11 and these violations have an effect on the establishment of insurer's

obligation to pay the insurance benefit or on the establishment of the amount of insurance benefit, the insurer shall be entitled to refuse to compensate the loss or to decrease the benefit.

12. APPLICATION FOR THE INSURANCE BENEFIT

12.1. Compensation for pain and suffering

In order to receive the compensation for pain and suffering, the person entitled to receive the insurance benefit shall present the following documents to the insurer within a month from the completion of treatment:

- 12.1.1. A written application for the benefit on the form provided by the insurer;
- 12.1.2. The Physician's Decision form of the insurer, properly filled in by a doctor;
- 12.1.3. A copy of medical document issued by the emergency medicine department, if the insured person visited this department;
- 12.1.4. In case of fractures and other bone damages, radiographs together with the description of findings and the diagnosis;
- 12.1.5. A copy of the disease/health file (epicrisis) or another medical document, if necessary, that can serve as a proof of the period of treatment;
- 12.1.6. In case of an accident at work, a report on the accident at work;
- 12.1.7. If the accident has been registered by the police, a confirmation of the police about the occurrence and circumstances of the accident.

12.2. Daily allowance

In order to apply for the daily allowance, the person entitled to receive the insurance benefit shall present the following documents to the insurer within a month from the completion of treatment:

- 12.2.1. A written application for the benefit on the form provided by the insurer;
- 12.2.2. The Physician's Decision form of the insurer, properly filled in by a doctor;
- 12.2.3. A copy of medical document issued by the emergency medicine department, if the insured person visited this department;
- 12.2.4. A copy of the disease/health file (epicrisis) or another medical document, if necessary, that can serve as a proof of the period of treatment;
- 12.2.5. A copy of the certificate of incapacity for work filled in by the employer and presented to the Health Insurance Fund;
- 12.2.6. In case of an accident at work, a report on the accident at work;
- 12.2.7. If the accident has been registered by the police, a confirmation of the police about the occurrence and circumstances of the accident.

12.3. Permanent disability benefit

In order to apply for the permanent disability benefit, the person entitled to receive the insurance benefit shall present the following documents to the insurer within 12 months at the latest from the date of the accident:

- 12.3.1. A written application for the benefit on the form provided by the insurer;
- 12.3.2. The Physician's Decision form of the insurer, properly filled in by a doctor;
- 12.3.3. Documents of the decision made by the Social Insurance Board (SIB) or another national medical committee, together with any additional documents that served as a basis for the decision;
- 12.3.4. In case of an accident at work, a report on the accident at work;
- 12.3.5. If the accident has been registered by the police, a confirmation of the police about the occurrence and circumstances of the accident.

12.4. Death benefit

In order to apply for the death benefit, the person entitled to receive the insurance benefit shall present the following documents to the insurer within 3 months from the death of the insured person:

- 12.4.1. A written application for the benefit on the form provided by the insurer;
 - 12.4.2. A notarised copy of insured person's death certificate, the second part of fulfilled medical death notice;
 - 12.4.3. The document certifying the right of succession;
 - 12.4.4. In case of an accident at work, a report on the accident at work;
 - 12.4.5. If the accident has been registered by the police, a confirmation of the police about the occurrence and circumstances of the accident.
- 12.5. If circumstances of the accident must be clarified or if the proceeding of succession issues takes time, these documents can be submitted as soon as possible after the stipulated period.
- 12.6. If the person entitled to receive the insurance benefit does not perform the obligations mentioned in section 11 and these violations have an effect on the establishment of insurer's obligation to pay the insurance benefit or on the establishment of the amount of insurance benefit, the insurer shall be entitled to refuse to compensate the loss or to decrease the benefit.

13. PAYMENT OF INSURANCE BENEFIT

- 13.1. Benefit types and limits shall be specified in the insurance policy.
- 13.2. If a person acquires under the insurance contract the right to receive several different types of benefits (compensation for pain and suffering, daily allowance, permanent disability benefit, death benefit) as a consequence of an accident, the benefits shall be calculated according to the following principles:
 - 13.2.1. Compensation for pain and suffering and/or daily allowance benefit shall be paid first, subsequently the permanent disability benefit shall be paid;
 - 13.2.2. The permanent disability benefit shall be reduced by the compensation for pain and suffering and/or daily allowance paid for the same accident. If the sum of benefits paid

earlier proves to be higher than the permanent disability benefit, the benefits already paid shall not be reclaimed;

Sample: The permanent disability benefit limit is set at 20 000 EUR according to the insurance policy. The insured person receives after the accident 1500 EUR as a compensation for pain and suffering and daily allowance. The insured person is permanently disabled because of this accident. According to the Table, the permanent disability benefit is 6000 EUR, but the previously paid amount of compensation for pain and suffering and daily allowance (i.e. 1500 EUR) shall be subtracted from this amount. The insured person receives 4500 EUR as a permanent disability benefit.

- 13.2.3. The death benefit shall not be reduced by the permanent disability benefit, the compensation for pain and suffering and/or daily allowance paid for the same accident. In case of an insured event, the death benefit specified in the insurance contract shall be paid to successor(s) or beneficiary (beneficiaries).
- 13.3. In case of an insured event, the insurance benefit shall be paid within 30 days from the submission of all required evidences, documents and the application for the benefit, or a decision on the decrease of or refusal to pay the insurance benefit shall be issued after the expiry of this period.
- 13.4. If the compensation obligation of the insurer depends on circumstances established in a civil, criminal, administrative or misdemeanour proceeding, the period stipulated in section 13.3 shall be extended by the period of such proceeding.
- 13.5. Policyholder, insured person, his/her legal representative or beneficiary shall cover all expenses related to the acquisition of documents required for the application of insurance benefit.
- 13.6. Insurer shall cover all expenses of additional medical expert assessments that are required by the insurer.
- 13.7. If the obligation to pay the benefit has been determined, the insurer can make an advance payment to the insured person or the beneficiary at their request.
- 13.8. If the indication or duration of treatment does not conform to the diagnosis arising from the accident, the insurer shall pay the benefit only for the justified period of treatment.

14. OBLIGATION TO NOTIFY OF ANY CHANGE

- 14.1. Policyholder and/or insured person shall notify the insurer in writing of any circumstances known to him/her, which increase the insurance risk, and notify the insurer as soon as possible of any changes in the profession, field of activity or hobby of the insured person.
- 14.2. In case of an increase in the insurance risk, the insurer shall be entitled to cancel the insurance contract within a month from the day when the insurer learnt about the increase in the risk. It shall be assumed that the insurance risk has increased when the insurer refers to the fact on the basis of information received according to section 14.1.

15. SETTLEMENT OF DISPUTES

- 15.1. All disputes arising from the insurance contract shall be settled on the basis of these Insurance Terms and Conditions and the legislation of the Republic of Estonia.
- 15.2. If these Insurance Terms and Conditions have been translated into another language, the interpretation of these Insurance Terms and Conditions in case of disputes shall be based on the Estonian version.
- 15.3. In order to settle the insurance disputes out of the court, the parties to a dispute shall be entitled to turn to the insurance dispute settlement body that is operating under the authority of the Estonian Insurance Association. If an agreement cannot be reached, the dispute shall be settled in Harju County Court (Harju Maakohus).
- 15.4. The Financial Supervision Authority shall supervise the conformity of insurer's activities with legislation. The Financial Supervision Authority shall not settle contractual disputes between insurers and policyholders/insured persons.

16. OTHER PROVISIONS

The insurer shall be entitled to abstain from concluding an insurance contract without providing any justification.

ANNEX 1 TABLE FOR THE DETERMINATION OF THE COMPENSATION FOR PAIN AND SUFFERING

Protsent	Area of injury	Description of injury
1%	Smaller injuries that require medical intervention and heal in 1-2 weeks without leaving permanent impairment:	Wound(s) that do not need surgical intervention (less than 2 cm in length)
		Sprains and strains of joint
		Contusion
		Minor burns
		Cerebral injury with short-term unconsciousness that heals without sequelae (brain concussion)
		Other injuries of similar severity
3%	Soft tissue: Comment regarding the burns: <i>The severity of injury must have been established and registered by a doctor immediately after the accident.</i>	Burns of II or III degree, 1-2% of body surface
		Wound(s) of at least 2 cm in length that need stitching
	Visual organs: Comment: <i>The severity of injury to visual organs is determined 3 months after the insured event on the basis of a medical certificate issued in the course of a follow-up medical examination.</i>	Conjunctivitis, keratitis, iridocyclitis and coriorretinitis that develops after an eye injury
	Respiratory organs:	Fracture of nose, forehead and frontal wall of nasal cavity
		Fracture of a single rib (proved by x-ray)
	Spine:	Fracture of a single transverse or spinous process of a vertebra
	Fingers:	Fracture of phalanx bones I-II-III-IV-V (dislocation 1.5%), rupture of an extensor or flexor tendon
	Wrist:	Dislocation of radial head of ulna
	Knee joint:	Fresh tear of meniscus (proved during the operation of knee joint)
	Ankle:	Injury that requires the fixation for at least 2 weeks
	Foot:	Fracture of a single bone (except the calcaneus and the talus bone), dislocation 1.5%
	Toes:	Fractures of toes or the distant or middle phalanx amputation (first or second toe)
	Other:	Muscle tears (upper and lower limbs) Acute accidental carbon monoxide poisoning, snake bite or electrical injury with hospital treatment for up to 10 days
5%	Soft tissue:	Wound(s) of at least 10 cm in length that need stitching
	Visual organs: Comment: <i>The severity of injury to visual organs is determined 3 months after the insured event on the basis of a medical certificate issued in the course of a follow-up medical examination.</i>	Penetrating eye injuries, burns (corrosion) of II-III degree, intraocular hemorrhage without the decline in vision
	Auditory organs: Comments: <i>1. The level of hearing loss is determined 3 months after the injury. 2. This subsection is not applicable for eardrum rupture that accompanies the skull base fracture.</i>	Decline in hearing (one ear): whisper 1-3 m (hearing 30-50 dB, frequency 500-4000 Hz)
		Traumatic rupture of a single eardrum (without the decline in hearing)
	Respiratory organs:	Fracture of breastbone (sternum)
		Injuries to throat, windpipe (trachea)
	Digestive system: Comment: <i>Habitual dislocation and relapse are not regarded as an insured event.</i>	Fracture of a single zygomatic bone, upper jaw or lower jaw, dislocation 2.5%
	Spine:	Fracture of tailbone (coccyx), dislocation 2.5%
	Scapula and collarbone:	Fracture of scapula or collarbone, rupture of acromioclavicular articulation or sternoclavicular articulation: fracture of a single bone, rupture of a single articulation
	Elbow, forearm:	Injuries to elbow: intra-articular fracture of ulna or radius, dislocation of a single bone 2.5% ; tear fracture of bone fragments (including epicondylus); elbow luxation Elbow ligament tear
Õlaliges:	küünarvarre luude ühe diafüüsi murd ühel luul Fracture of a single diaphysis of forearm bones (one bone)	

	Wrist injuries:	Disruption fracture of bone fragments, styloid process fractures, fracture of a single bone, radius fracture in loco typica
	Injuries to wrist and hand bones:	Fracture of a single wrist or hand bone (except the scaphoid bone)
	Toes:	Fractures of toes or the distant or middle phalanx amputation (third, fourth and fifth toe)
	Pelvis and hip joint:	Fracture of a single pelvis bone Disruption fracture of hip joint bone fragments
	Knee joint:	Disruption fracture of knee joint bone fragments, fracture of epicondylus of shinbone (tibia), fracture of the radial head of calf bone (fibula), tear of cruciate ligaments (proved by operation/examination), tear of cruciate and collateral ligaments
	Leg:	Fracture of diaphysis of leg bones: fracture of calf bone (fibula), avoidance of bone fragments
	Ankle:	Fracture of a single malleolus, tear of the Tibiofibular syndesmosis
		Other injuries of similar severity
	Soft tissue: Comment: <i>The severity of injury must have been established and registered by a doctor immediately after the accident.</i>	Burns of II or III degree, 3-4% of body surface
	Spine:	Fracture of vertebral body, vertebral arches or articular processes (1-2 vertebra), dislocation 3.5%
	Scapula and collarbone:	Fracture of scapula or collarbone, rupture of acromioclavicular articulation or sternoclavicular articulation: fracture of 2 bones, fracture together with the rupture of an articulation
	Elbow, forearm, upper arm (humerus):	Fracture of 2 forearm bones, multiple fracture of a single bone Intra-articular fracture of ulna and radius; dislocation of both bones 4% Rupture of proximal or distal biceps tendon
7%	Wrist:	Fracture of at least 2 wrist bones, radius fracture in loco typical together with dislocation
	Wrist and hand bones:	Fracture of at least 2 bones Fracture of scaphoid bone
	Knee joint:	Rupture of quadriceps tendon Rupture of knee cap (patella) ligament
	Ankle:	Rupture of Achilles tendon Fracture of 2 malleolus, fracture of a single malleolus and the edge of tibia
	Leg:	Fracture of tibia, multiple fracture of fibula
	Foot:	Fracture of 2-3 bones, fracture of talus
	Other:	Acute accidental carbon monoxide poisoning, snake bite or electrical injury for more than 10 days Spinal cord contusion Other injuries of similar severity
	Soft tissue: Comment: <i>The severity of injury must have been established and registered by a doctor immediately after the accident.</i>	Burns of II or III degree, 5-6% of body surface
	Skull injuries:	Brain concussion Fracture of skullcap (calvaria) Epidural hematoma
	Visual organs: Comment: <i>The severity of injury to visual organs is determined 3 months after the insured event on the basis of a medical certificate issued in the course of a follow-up medical examination.</i>	ühe silma pisarakanalite läbimatus Fracture of orbita
10%	Facial bones: Comment: <i>Habitual dislocation and relapse are not regarded as an insured event.</i>	Fracture of several zygomatic bones, upper jaw or lower jaw, multiple fracture, dislocation 5%
	Spine:	Fracture of vertebral body, vertebral arches or articular processes (3-5 vertebra), dislocation 5% Fracture of sacrum
	Scapula and collarbone:	Fracture of scapula or collarbone, rupture of acromioclavicular articulation or sternoclavicular articulation: rupture of 2 articulations

		together with the fracture of a single bone, fracture of 2 bones together with the rupture of a single articulation
	Shoulder and upper arm (humerus): Comment: <i>Habitual dislocations of humerus and shoulder are not regarded as an insured event.</i>	Shoulder injuries: fracture of 2 bones, fracture of scapula together with a dislocation of the shoulder joint, rupture of tendons and/or a joint (articular) capsule (proved by examination), glenoid fracture
		Fracture of humerus in the area of distal metaphysis
	Wrist:	Diaphyseal humeral fracture
		Perilunate dislocation, injury of wrist ligaments
	Pelvis and hip joint:	Fracture of 2 pelvis bones, multiple fracture of a single bone, rupture of a single articulation
		Isolated femur head fracture, acetabulum fracture
		Hip dislocation
	Knee joint:	Fracture of patella, the area between tibia condyles, proximal tibia metaphyseal fracture
	Leg:	Fracture of tibia and fibula, multiple fracture of tibia
	Ankle:	Fracture of both malleolus and the edge of tibia
	Foot:	Fracture of at least 4 bones
		Fracture of calcaneus
		Other injuries of similar severity
	Soft tissue: Comment: <i>The severity of injury must have been established and registered by a doctor immediately after the accident.</i>	Burns of II or III degree, 7-8% of body surface
	Skull injuries:	Skull base fracture
		Epidural hematoma: subdural, epidural
		Fracture of the capitulum of humerus, fracture of surgical or anatomical neck
	Upper arm (humerus): Comment: <i>Habitual dislocations of humerus and shoulder are not regarded as an insured event.</i>	Fracture together with dislocation
		Multiple fragment fracture in the shoulder joint
		Multiple fracture
		Fracture together with the fracture of ulna and/or radius
		Multiple fragment fracture in the shoulder joint
	Pelvis:	Fracture of at least 3 pelvis bones, rupture of at least 2 articulations
	Knee joint:	Fracture of femur condyle(s), dislocation of leg 7.5%
		Other injuries of similar severity
	Soft tissue: Comment: <i>The severity of injury must have been established and registered by a doctor immediately after the accident.</i>	Burns of II or III degree, 9-10% of body surface
	Skull injuries:	Fracture of skull base and calvaria
	Spine:	Fracture of vertebral body, vertebral arches or articular processes (more than 6 vertebra), dislocation 10%
	Hip joint:	Fracture of femur head, neck, proximal metaphysis
	Thigh bone (femur):	Fracture in the area of diaphysis
	Knee joint:	Fracture of distal metaphysis of femur
		Other injuries of similar severity
	Soft tissue:	Burns of II or III degree, 11-20% of body surface
	Thigh bone (femur):	Multiple fracture
	Knee joint:	Fracture of distal metaphysis of femur and proximal metaphysis of tibia or/and the capitulum of fibula
		Other injuries of similar severity
	Soft tissue: Comment: <i>The severity of injury must have been established and registered by a doctor immediately after the accident.</i>	Burns of II or III degree, more than 20% of body surface
		Other injuries of similar severity
1-100%		Exceptional cases subject to Insurer's decision

ANNEX 2 TABLE FOR THE DETERMINATION OF THE PERCENTAGE OF PERMANENT DISABILITY FOR ACCIDENT INSURANCE

Arm disability	Percentage of the limit for the permanent disability benefit	
	primary	secondary
total loss of a ring finger or a little finger	7	3
total loss of a middle finger	10	8
total loss of an index finger	15	10
loss of 2 joints of the index finger	10	8
loss of the first joint of the index, middle, ring or little finger	5	3
total loss of a thumb	20	15
thumb ankylosis in the main joint	15	10
total loss of the first joint of thumb or ankylosis of the distal interphalangeal joint	10	5
loss of all fingers or the hand	60	50
wrist joint ankylosis in a favourable position	20	15
wrist joint ankylosis in an unfavourable position	30	25
arm amputation from forearm	60	60
arm amputation from upper arm or elbow joint	70	70
arm amputation from humeral articulation	80	80
humeral articulation ankylosis in a favourable position	30	20
humeral articulation ankylosis in an unfavourable position	40	30
elbow joint ankylosis in a favourable position	40	35
elbow joint ankylosis in an unfavourable position	25	20
non-healing upper arm fracture or pseudoarthrosis which causes dysfunction of the upper arm	50	40
non-healing forearm bone fracture or pseudoarthrosis which causes dysfunction of the forearm	40	30
injury of the upper arm plexus which causes total arm dysfunction	65	55
injury of the upper arm plexus which causes partial arm dysfunction	20	15
cutting of N. radialis which causes paralysis of the lateral-posterior group of forearm muscles	40	35
cutting of N. radialis which causes paralysis of the lateral-anterior group of forearm muscles	45	35
cutting of N. ulnaris	7	3

**An objective electroneuromyography (ENMG examination) of the injury of peripheral nerves shall be obtained*

Leg disability		
leg amputation from hip joint	70	
leg amputation from thigh area	60	
leg amputation from knee joint	50	
leg amputation from leg area (also from the ankle level)	45	
foot amputation from the level of tarsal bones	35	
foot amputation from the level of metatarsal bones	30	
amputation of all toes from the main joint	25	
amputation of the big toe from the main joint	10	
amputation of one (other than big) toe from the main joint	3	
hip joint ankylosis	40	
knee joint ankylosis	30	
ankle joint ankylosis	25	
ankle joint mobility up to 15 degrees	10	
heel lowering after heel bone fracture	10	
non-healing fracture or pseudoarthrosis with thigh bone defect not allowing the leg to support weight	60	
condition after kneecap fracture allowing to bend the leg from the knee less than 15 degrees	20	
leg shortening by up to 3 cm as a consequence of trauma	10	
leg shortening by more than 3 cm as a consequence of trauma	20	
leg shortening by more than 5 cm as a consequence of trauma	30	
full paralysis of a lower limb as a consequence of nerve injury	60	
cutting of N. femoralis with paralysis of the anterior group of femoral muscles	20	
cutting of N. ischiadicus with paralysis of the posterior group of femoral muscles	30	
cutting of N. tibialis with paralysis of the posterior group of leg muscles	20	
cutting of N. peroneus with paralysis of the anterior group of leg muscles	15	

** An objective electroneuromyography (ENMG examination) of the injury of peripheral nerves shall be obtained*

Gastrointestinal disability

loss of mandible	100
tongue amputation to the extent of up to 1/2	15
tongue amputation to the extent of more than 1/2	30
oesophageal constriction (only liquid food can be swallowed)	40
oesophageal obstruction (gastrostomy for feeding)	60
intestinal injury requiring a permanent stoma	70
short bowel syndrome as a result of a trauma	85
loss of at least 1/2 of liver tissue as a consequence of liver injury	15
loss of spleen	8
pancreatic insufficiency as a consequence of a trauma of pancreas (I type of diabetes)	75

Respiratory disability

loss of a lung, which causes respiratory insufficiency	35
partial loss of a lung, which causes respiratory insufficiency	20
laryngeal or tracheal constriction which requires repeated examinations and manipulations every year	20

Excretory and genital disability

removal of a kidney	10
renal insufficiency which requires renal replacement therapy	75
obstruction of the urinary tract which requires a permanent stoma	70
constriction of the urinary tract which requires frequent visits to a specialist and procedures	25
incontinence as a consequence of a trauma which requires constant use of hygiene pads	45
reduction of the bladder volume by more than 2/3	10
loss of the penis and testicles	50
loss of the uterus at the age of less than 40 years	50
loss of all fallopian tubes and ovaries	30
loss of both testicles or partial loss of the penis	30

Disability of the cervical part of the spine

immobility of cervical vertebra as a consequence of a trauma or stabilisation of a bone fracture	25
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Disability of the nervous system

apallic condition	100	
caused by brain or spinal cord:		
monoparesis	until 65	55
hemiparesis, paraparesis	until 100	
tetraparesis	100	
cranial nerve paralysis	10	

** The extent and severity of paralysis shall be assessed on the basis of SSS score recognised by neurologists and ENMG examination!*

Visual disability

paralysis of accommodation of one eye	15
diplopia	10
hemianopsia of at least 50%	10
total non-reversible loss of vision in one eye	50

Hearing disability

total deafness of one eye	30
total deafness of both eyes	50
loss of external ear	10

injury of visceral cranium which leaves a permanent external defect	15
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