

## **TERMS AND CONDITIONS OF MEDICAL INSURANCE FOR FOREIGNERS STAYING IN ESTONIA**

**in force FROM 1 august 2013**

**Unofficial translation from Estonian language  
The version in Estonian language shall always prevail when interpreting these terms and conditions**

### **1. BASIC DEFINITIONS**

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

### **2. INSURANCE CONTRACT**

- 2.1. The insurance contract is a written agreement concluded between the insurer and the policyholder in a format that can be reproduced in writing pursuant to which the policyholder undertakes to pay the insurance premium specified in the contract and perform other obligations arising from the contract, and the insurer undertakes to pay the insurance compensation or part thereof if an insured event occurs and to perform other obligations arising from the contract.
- 2.2. The insurance contract is comprised of the policy and these terms and conditions.
  - 2.2.1. The policy is a document issued by the insurer certifying the conclusion of the insurance contract.
  - 2.2.2. In issues not regulated by these terms and conditions and the policy the parties to the insurance contract shall be guided by the legal acts of the Republic of Estonia.
- 2.3. By paying the insurance premium the policyholder confirms that he/she has read the insurance terms and conditions prior to concluding the insurance contract and has introduced them to the insured person.
- 2.4. The insurer has the right to refuse to conclude the insurance contract without giving any reasons to the policyholder and/or the insured person.
- 2.5. The insurance contract shall be valid during the insurance period in the area of validity specified in the policy.
- 2.6. The validity of the insurance contract shall commence on the date specified in the policy when the insured person has crossed the border of the insurance region provided the entire insurance premium has been paid.
- 2.7. The contract shall terminate at 12:00 pm on the last day of the insurance period specified in the policy, if the policyholder dies during the time of validity of the insurance contract, by agreement between the parties or in the cases provided for by law or the insurance contract.
- 2.8. Prior to the commencement of the insurance period the policyholder has the right to withdraw from the contract by presenting to the insurer a corresponding application in a format that can be reproduced in writing, the policy and the identity document. The policyholder shall be refunded for the prepaid insurance premium from which the administrative expenses and the expenses relating to the conclusion of the contract shall be deducted (35% of the insurance premium).

- 2.9. The insurer has the right to cancel the contract in the case of a breach of Clauses 3.1.1. - 3.1.4. of these terms and conditions by notifying the policyholder thereof with a notice presented in a format which can be reproduced in writing. The policyholder shall be refunded for the prepaid insurance premium from which the used part of the insurance period as well as the administrative expenses and the expenses relating to the conclusion of the contract shall be deducted (35% of the insurance premium).
- 2.10. In the event of premature termination of the insurance contract for reasons other than the cases specified in Clauses 2.8. and 2.9., the policyholder shall be refunded for the part of the prepaid insurance premium from which the used part of the insurance period as well as the administrative expenses and the expenses relating to the conclusion of the contract shall be deducted (35% of the insurance premium).
- 2.11. The insurer and the policyholder have the right to terminate the contract after the insured event by notifying the other party thereof one week in advance in a format that can be reproduced in writing. In the event of cancellation of the contract the obligation of the insurer to perform the contract shall remain with respect to the insured events that have occurred at the time of validity of the contract.

### **3. RIGHTS AND OBLIGATIONS OF PARTIES**

- 3.1. The policyholder and the insured person are obliged:
  - 3.1.1. to notify the insurer when concluding the insurance contract about any circumstances known to them that affect the insurer's decision to conclude the insurance contract;
  - 3.1.2. to pay the insurance premium in full within the time limit specified by the insurer;
  - 3.1.3. to notify the insurer about the increase in the insured risk taking place during the time of validity of the insurance contract. The obligation to notify shall be performed by means of notice delivered in a format that can be reproduced in writing within a reasonable period of time after having become aware of the increase in the insured risk;
  - 3.1.4. to make all possible efforts to avoid the insured event and minimize possible damage as well as to neither increase the insurance risk nor allow the third person to increase it;
  - 3.1.5. at the earliest opportunity in person or via a representative to notify the insurer and/or the partner company specified in the policy of the occurrence of an insured event .
  - 3.1.6. to immediately notify the insurer by means of notice in a format that can be reproduced in writing about the case of multiple insurance.
- 3.2. The policyholder has the right, if the policy has been lost or destroyed, to request the issue of a substitute policy and also has the right to request a photocopy of any expression of will, made by the policyholder regarding the contract in a format that can be reproduced in writing.
- 3.3. The insurer is obliged:
  - 3.3.1. to introduce to the policyholder and/or the insured person the terms and conditions of the insurance contract prior to its conclusion;
  - 3.3.2. to issue a substitute policy to the policyholder and a copy of the expression of will presented by the policyholder in a format that can be reproduced in writing;
  - 3.3.3. to make the decision regarding the damage within one month of receipt of all the necessary documents;
  - 3.3.4. in the event of refusal to pay the insurance compensation to notify the insured person, his/her representative or the beneficiary in a format that can be reproduced in writing within 10 working days of making the corresponding decision;
  - 3.3.5. upon the occurrence of an insured event to pay compensation to the insured person, his/her representative or the beneficiary within 10 working days of making the corresponding decision;
  - 3.3.6. in the event of late payment of the compensation to pay the penalty in the amount provided for by the Law of Obligations Act at the request of the person entitled to receive the compensation;
  - 3.3.7. to guarantee confidentiality when communicating with the policyholder and/or the insured person.
- 3.4. The insurer has the right to exceed the time limit specified in Clause 3.3.3. hereof for a valid reason (for example, in situations when another proceeding is going on in respect of the same case the result of which has significant importance for making the decision or if making of the decision is prevented due to the circumstances caused by the insured person or the policyholder).

### **4. INSURED EVENT**

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

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

- 5.1. Compensation shall be paid for the insured person's reasonable and unavoidable expenses for treatment of the insured events specified in Clause 4.1. during the time of validity of the insurance contract not exceeding the insured amount and made at the time of validity of the insurance contract in the insurance region.
- 5.2. In these terms and conditions reasonable and unavoidable expenses shall refer to expenses for medical services and medical transportation rendered upon sudden worsening of health condition of the insured person in a situation where the absence of

immediate medical care is endangering the insured person's life or causing serious malfunctions of the body or of a particular organ.

- 5.3. The amount of compensated expenses:
  - 5.3.1. necessary out-patient and in-patient medical treatment upon the occurrence of the insured event specified in Clause 4.1;
  - 5.3.2. medication prescribed by the doctor and necessary from the point of view of treatment of the insured event specified in Clause 4.1;
  - 5.3.3. laboratory research necessary from the point of view of treatment of the insured event specified in Clause 4.1;
  - 5.3.4. usage of medical transportation necessary from the point of view of treatment of the insured event specified in Clause 4.1;
  - 5.3.5. treatment of acute pulpitis.
- 5.4. Only that part of the expenses shall be compensated which is not compensated under any other valid insurance contract, legal act, medical programme or international agreement.
- 5.5. The insurer shall compensate the expenses specified in Clause 5.3. to the insured person, his/her representative or the beneficiary.
  - 5.5.1. In order to request the insurance compensation, the insured person, his/her representative or the beneficiary shall submit the following documents to the insurer as soon as possible:
    - 5.5.1.1. an application for compensation of expenses detailing in full all the circumstances relating to the accident or illness as well as the contact details and account number of the insured person, his/her representative or the beneficiary (address, telephone number) ;
    - 5.5.1.2. the policy;
    - 5.5.1.3. an extract from the medical report and/or other documents from medical institutions (institution rendering treatment services on the basis of a licence) proving the fact of the accident or illness and specifying the diagnosis, the tests run and the treatment;
    - 5.5.1.4. invoices for medical expenses and documents certifying their payment and indicating the name of the insured person;
    - 5.5.1.5. invoices for transportation expenses and documents certifying their payment;
    - 5.5.1.6. if necessary, reports of the investigation bodies;
    - 5.5.1.7. other documents relating to the occurrence of damage and requested by the insurer.
  - 5.5.2. The documents named in Clauses 5.5.1.3.–5.5.1.5. and 5.5.1.7. shall include the contact details and stamp of the medical institution, the name and signature and/or stamp of the doctor or the issuer of the document, prices for services and in the case of a pharmacy invoice also the medication names, amounts and prices.
  - 5.5.3. The insured person shall allow the insurer access to all medical details of the insured person that are important from the point of view of the insured event (including delicate personal information) thus relieving the doctors from keeping professional secret regarding the present case. In the case of damage the insured person shall allow the insurer to obtain important information regarding the case from investigation bodies, police, medical institutions and if necessary to perform medical examination of the insured person.
- 5.6. Payments to medical institutions shall be made if the insured person cannot pay for the medical services specified in Clause 5.3. and the medical institution has issued a corresponding invoice together with the medical documents confirming the fact of the insured event and all additional documents relating to the insured event as requested by the insurer.

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

- 6.1. The following shall not be deemed insured events and thus the insurer shall not have the obligation to compensate for the damage which has occurred:
  - 6.1.1. due to military events, acts of terrorism, coup d'état, civil strife, strikes or other similar events; due to nuclear energy or radioactivity; due to epidemic, natural disaster or environmental pollution;
  - 6.1.2. due to consumption by the insured person of alcohol, drugs or toxic substances; due to suicide or attempt of the insured person to commit suicide; due to the insured person's wilful activity, including participation in a fight; due to the insured person's gross negligence or illegal activity;
  - 6.1.3. due to the insured person's participation in competitive sports or training; due to the insured person's participation in the following sports activities with a high degree of risk: mountain climbing and hiking, flying and skydiving, water and underwater sports, horse riding and hiking, auto and motorsports, competitive sports and extreme sports;
  - 6.1.4. due to participation of the insured person in winter sports outside the area specified by winter sports centre;
  - 6.1.5. as the result of medical treatment;
  - 6.1.6. at the time of the insured person's staying in custodial institution as an imprisoned person.
- 6.2. The insured event is not and is also not compensated:
  - 6.2.1. services rendered after the end of the time of validity of the insurance contract;
  - 6.2.2. treatment of injuries of the insured person received upon performing work as an employee;
  - 6.2.3. diagnosing and treatment of chronic illnesses (except for strengthening of chronic illness specified in art. 4.1.2.);
  - 6.2.4. treatment of illnesses or accidents that had started prior to commencement of validity of the insurance contract (except for strengthening of chronic illness specified in art. 4.1.2.);
  - 6.2.5. planned medical treatment;
  - 6.2.6. non-scientific and non-medical methods of treatment;
  - 6.2.7. medicine bought without prescription;
  - 6.2.8. treatment of oncological illnesses (except for emergency medical care in the amount specified in art. 5.2.);
  - 6.2.9. treatment of eyes (except for the cases specified in art. 4.1. in the amount specified in art. 5.2.);
  - 6.2.10. dental treatment (except for the cases specified in art. 5.3.5. in the amount specified in art. 5.2.);
  - 6.2.11. treatment of sexually transmitted illnesses;
  - 6.2.12. treatment of illnesses caused by AIDS and HIV;
  - 6.2.13. treatment of infertility and contraceptive means;

- 6.2.14. diagnosing of pregnancy, abortion and obstetrical care (except for the case where the absence of medical care is endangering the life and health of the insured person);
  - 6.2.15. preventive examinations, protective inoculation and vaccination;
  - 6.2.16. treatment of mental illnesses (except for emergency medical treatment upon strengthening of chronic illness specified in art. 4.1.2. endangering the life and health of the insured person and/or other persons);
  - 6.2.17. manufacturing of prostheses;
  - 6.2.18. cosmetic and plastic surgery;
  - 6.2.19. medical rehabilitation, treatment services of sanatoria, resorts and other similar institutions;
  - 6.2.20. additional conveniences.
- 6.3. The insurer shall not compensate for the following portion of the excess:
    - 6.3.1. in the case of damage listed in Clause 5.3.5. – 20 EUR;
    - 6.3.2. in other cases – 5% of the insurance compensation.
  - 6.4. The insurer may refuse to compensate for the damage or reduce compensation:
    - 6.4.1. if the policyholder or the insured person has failed to pay the insurance premium in full prior to the beginning of the insurance period;
    - 6.4.2. if the policyholder and/or the insured person have provided inaccurate or incomplete information regarding the circumstances affecting the insurance contract or the insured event;
    - 6.4.3. in the event of failure to timely notify of the damage if that makes it impossible to establish the circumstances of the insured event;
    - 6.4.4. in the event of failure to submit the documents listed in Clause 5.5.1. or if the documents submitted do not provide a detailed overview of the diagnosis of the injured person and the treatment performed;
    - 6.4.5. if the insured person has knowingly used medical insurance in order to avoid medical treatment or analogous expenses in the country of residence or employment;
    - 6.4.6. if the insured person has knowingly used health services that are not emergency care or has knowingly used health services for a longer period than it is urgently necessary in terms of treatment;
    - 6.4.7. if the claim for compensation has not been submitted within 3 months as of the insured event and this has complicated the establishment of the circumstances of the insured event;
    - 6.4.8. if the insured person or the policyholder does not allow the insurer to investigate in accordance to Clause 5.5.3. of these terms and conditions.
  - 6.5. When making a decision to refuse to pay or to reduce compensation the insurer shall take into account the effect that the violation by the policyholder or insured person of their obligation has had on the occurrence of the insured event and the amount of damage, as well as the degree of guilt in the breach of the policyholder's obligation.

## 7. SPECIAL PROVISIONS

- 7.1. The right of claim against the person liable for the damage caused shall be transferred from the policyholder to the insurer in the amount of compensation paid.
- 7.2. The insured person and/or the policyholder are obliged to return the insurance compensation to the insurer if the circumstances excluding the compensation have become apparent after the compensation has been paid or if the third person has compensated for the damage.

## 8. SETTLEMENT OF DISPUTES

- 8.1. The policyholder has the right to apply to the dispute settlement body working at the Estonian Insurance Association in order to settle a dispute with the insurer ([www.eksl.ee](http://www.eksl.ee); Mustamäe tee 46 (building A), 10621 Tallinn).
- 8.2. Any disputes arising under the insurance contract, including disputes regarding which agreement has not been reached at the dispute settlement body, shall be resolved by the court.
- 8.3. The law of Estonia shall be applied to these terms and conditions.

**Inges Kindlustus AS**  
[www.inges.ee](http://www.inges.ee)

**Raua 35, 10124 Tallinn**

**tel. 641 0436, 641 0437**

**fax 641 0438**  
[reisid@inges.ee](mailto:reisid@inges.ee)