

SPECIAL TERMS AND CONDITIONS OF INCAPACITY FOR WORK

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Extra cover for no work ability insures the insured person against very severe health damages which occurred unexpectedly and unforeseeably, when they cause a permanent or total incapacity for work, such that the person is unable to go to work and earn an income. Extra cover for no work ability can be chosen as extra cover when concluding ERGO's life insurance contract. In case of an insured event, the insurer pays the sum insured to the insured person.

General conditions

These special conditions of extra cover for no work ability (hereinafter: extra cover) apply only in conjunction with the general and principal insurance terms and conditions offered by ERGO Life Insurance SE's Estonian branch. In case of any discrepancies between the general and principal insurance terms and conditions and the terms and conditions of extra cover, the terms and conditions of extra cover will be applied.

1. Insured person

The insured person is a natural person named in the contract. The insured person must be referred to by their name in the insurance contract. The age of an insured person can be 18 to 55 years at the time of concluding the contract. The contract applies until the insured person reaches 65 years of age.

2. Beneficiary

The insured person is the beneficiary.

3. Sum insured

- 3.1 The sum insured is the sum of the insurance established in the contract, which is paid as a single disbursement in case of an insured event. When an insurance indemnity of extra cover is paid out, the extra cover will end.
- 3.2 The principal insurance cover shall be reduced by the sum of the disbursement, and if the disbursement is equal to the principal insurance, then the principal contract will also end with the disbursement of the insurance indemnity
- 3.3 After turning 60, the sums insured are reduced as established in the contract. After reaching 60 years of age, insurance cover will be reduced from the last valid sum insured as follows: 61 years of age – 20%, 62 years of age – 40%, 63 years of age – 60%, 64 years of age – 80%.

4. Insured event

An insured event is a medically verified event resulting in permanent or total no work ability appearing unexpectedly and unforeseeably during the term of the insurance contract due to an illness or bodily injury, so that the insured person is not able to work and receive salary or wages or to earn an income in any profession or area of activity. No work ability must be established for at least 12 consecutive months. Incapacity for work is established on the basis of the legislation of the Republic of Estonia governing the respective area. The assessment of incapacity for work does not take into account the labour market situation, the insured person's profession, position, hobbies or lifestyle. The date of the occurrence of the insured event needs to be in three years since the date of the insured event.

5. Exclusions

- 5.1. The insurer does not pay the sum insured, when the total and permanent no work ability of the insured person is caused by:
 - 5.1.1. the insured person's suicide attempt or deliberately self-inflicted damage to their health
 - 5.1.2. alcohol, narcotic, toxic or other intoxicating substances or by strong medicines not prescribed by a doctor;
 - 5.1.3. having AIDS or being a carrier of HIV;
 - 5.1.4. the insured person practicing dangerous sports like air sports (incl. parachuting, gliding or flying a small aircraft, paragliding, etc.); diving deeper than 40 m and extreme diving techniques like freediving; also alpinism, mountaineering and rock climbing, heli-skiing, off-piste skiing and snowboarding, bobsledding, circuit or rally racing with a bike or a car, drag racing (incl. with motorised boats); bungee jumping, etc.;
 - 5.1.5. the insured person serving in the defence forces or in alternative service;
 - 5.1.6. the insured person committing an unlawful act.
- 5.2. Incapacity for work does not constitute an insured event and the insurer does not pay the sum insured when the lack of work ability has occurred within six months from the start date of a first insurance period (unless caused by an unexpected accident not under the control of the policyholder). The above condition also applies when increasing the sum insured, concerning the increased sum insured.

6. Release of the insurer from the obligation to perform the insurance contract

- 6.1. The insurer shall be released from the obligation to perform the insurance contract in case:
 - 6.1.1. the policyholder or the insured person has presented inaccurate or incomplete information when concluding the insurance contract and/or when adding extra cover for no work ability or in the handling of an insured event;
 - 6.1.2. the policyholder or the insured person has not presented the information necessary to the insurer to establish the reasons behind and gravity of the insured event or has not visited the expert doctor appointed by the insurer to pass the necessary tests within one year after becoming knowledgeable of the insured event.

7. Payment of the sum insured

An insured event is a medically verified event resulting in permanent or total no work ability appearing unexpectedly and unforeseeably during the term of the insurance contract due to an illness or bodily injury, so that the insured person is not able to work and receive salary or wages or to earn an income in any profession or area of activity. No work ability must be established for at least 12 consecutive months. Incapacity for work is established on the basis of the legislation of the Republic of Estonia governing the respective area. The assessment of incapacity for work does not take into account the labour market situation, the insured person's profession, position, hobbies or lifestyle. The date of the occurrence of the insured event needs to be in three years since the date of the insured event.

- 7.1. When total and permanent incapacity for work has been established the insurer must be notified immediately.

- 7.2. The sum insured is paid out when the following documents are presented:
- benefit application;
 - document proving the insured person's identity;
 - excerpt from the insured person's medical record and/or health file, copy of the decision of the state medical examination establishing the permanent incapacity for work;
 - copy of a ruling of the court, police or other investigative agency when the cause of the incapacity for work is related to a misdemeanour or criminal offence;
 - other documents related to the insured event.
- 7.3. The insurer does not have the obligation to accept the evidence presented by the policyholder; however, when it deems it necessary and at its own expense, it may require additional examinations to be conducted on the insured person or ask for the opinion of an expert doctor.
- 7.4. The payment is made within ten business days since the policyholder or the insured person has presented all the necessary documents and the basis for the payment has been established.

8. Amendment and termination of extra cover

- 8.1. The insurer has the right to amend the insurance terms and conditions of extra cover and/or the insurance premium in case of a change in the legislative acts applicable to the insurance contract or bases for the calculation of the insurance premium which are not under the control of the parties.

The insurer has the obligation to notify the policyholder of the changes a minimum of 30 days before the changes take effect. If the policyholder does not agree with the change in the insurance premium, they have the right to cancel the insurance contract by notifying the insurer of this before the changes take effect.

- 8.2. The extra cover shall expire:
- with an insured event and the insurer fulfilling their contractual obligation;
 - at the end of the insurance period when the insured person turned 65;
 - upon the cancellation of or withdrawal from the extra cover arrangement on the basis of the legislation or the insurance contract.
 - on any other bases provided by law.