

# Special terms and conditions of ERGO business health insurance

TI.0191.20





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These special terms and conditions of ERGO health insurance apply to employer's health insurance contracts entered into in the Estonian branch of ERGO Life Insurance SE.

In any matters not resolved by the terms and conditions, the parties to the insurance contract will be guided by the General Terms and Conditions of Health Insurance Contracts of the Estonian branch of ERGO Life Insurance SE, the Law of Obligations Act and other legislation.

#### Table of contents

| 1.  | Insured person  | 2 |
|-----|---|---|
| 2.  | Term of insurance contract. Insurance period                            | 3 |
| 3.  | Insured event   | 3 |
| 4.  | Insured risk and circumstances influencing it                           | 3 |
| 5.  | Area of validity of the insurance cover                                 | 3 |
| 6.  | Sum insured. Limit and rate of indemnity for medical treatment expenses | 3 |
| 7.  | Insurance cover   | 4 |
| 8.  | General exclusions of insurance covers                                  | 8 |
| 9.  | Code of conduct in the case of a loss event                             | 9 |
| 10. | Terms and conditions of receiving insurance indemnity                   | 9 |
|     |   |   |

#### 1. Insured person

- 1.1. The insured person is the employee of the policyholder specified in the insurance contract by their name.
- 1.2. An employee is deemed to be a person working on the basis of an employment contract as well as persons acting on the basis of a contract under the law of obligations, in public service, or as a member of a management body or a procurator of a legal person.
- 1.3. The insured person may also be the employee's family member if agreed thereon separately with the insurer. A family member is deemed to be the employee's spouse, cohabitee and their children.
- 1.4. In order to add an insured person in the list or delete them therefrom, the policyholder sends the insurer a written notice.
- 1.5. When insured persons are added, the insurance cover will take effect on the date of the calendar month of submitting a notice of insurance cover, which corresponds to the start date of the insurance period.
- 1.6. When insured persons are deleted, the insurance cover will end on the last day of the calendar month of submitting the notice.
- 1.7. If insured persons are added or the insurance cover is terminated during the insurance period, the insurance premium will be calculated in full months.



#### 2. Term of insurance contract, Insurance period

- 2.1. The insurance contract is entered into without a term.
- 2.2. The insurance period is one year, the start and end dates of which are stated in the policy.
- 2.3. Unless the parties express their wish to terminate the insurance contract prior to the expiry of the insurance period, the insurer will issue a new policy for the next insurance period.

#### 3. Insured event

- 3.1. An insured event is an illness, accident or another event stated in the insurance contract of the insured person, due to which the insured person has, during the insurance period and after the end of the waiting period, been provided medically indicated health service or prescribed medical assistive devices or medicinal products in the volume and under the terms and conditions agreed in the insurance contract.
- 3.2. Each event that has happened to the insured person and is in compliance with the definition of an insured event is deemed to be a separate insured event.

#### 4. Insured risk and circumstances influencing it

- 4.1. Insured risk may be increased by the risk circumstances related to the policyholder or insured person, due to which the likelihood of occurrence of an insured event or expenses related to an insured event increase.
- 4.2. In the case of a larger insured risk, the insurer has the right to increase the insurance premium upon entry into the contract, apply special terms and conditions or refuse to enter into the insurance contract.
- 4.3. The expenses of evaluating the insured risk are borne by the insurer.

#### 5. Area of validity of the insurance cover

- 5.1. The insurance cover applies to the medical treatment services provided and prescription medicinal products, assistive devices, glasses and lenses purchased in Estonia, Latvia and Lithuania.
- 5.2. The insurance cover for expenses related to repatriation applies only in the case of an insured event that occurred in Estonia.

### 6. Sum insured. Limit and rate of indemnity for medical treatment expenses

6.1. The sum insured is the amount of money prescribed in the insurance contract to the extent of which the insurer pays the insurance indemnity upon an insured event that occurred during the



- insurance period.
- 6.2. The limit of indemnity for medical treatment expenses is the maximum amount of money stated in the policy that the insurer pays upon an insured event that occurred during the insurance period.
- 6.3. The rate of indemnity for medical treatment expenses is the percentage of the medical treatment expenses per type of insurance indemnity stated in the offer and the policy. The part that exceeds the rate will be borne by the insured person themselves in the case of an insured event.
- 6.4. After payment of the insurance indemnity, the sum insured for the given insurance period will reduce by the amount of indemnity paid for the respective type of insurance indemnity.

#### 7. Insurance cover

The types of insurance indemnities on the covering of which the insurer and the policyholder may agree are listed below. The types of insurance indemnities covered as well as the limit and rate of indemnity thereof are stated in the policy.

#### 7.1. Outpatient family medicine and specialised medical services

- 7.1.1. The insurer indemnifies the expenses related to outpatient treatment of the insured person:
  - cost-sharing by the patient;
  - physician's paid appointment, incl. routine medical examination necessary for the prevention and early detection of diseases or for monitoring a chronic disease;
  - examinations, diagnostics, analyses and procedures prescribed by a physician;
  - medically indicated examinations, analyses and check-ups during pregnancy;
  - diagnostics and treatment of psychiatric diseases or their syndromes (incl. psychotherapy, psychologist counselling) prescribed by a physician.
- 7.1.2. The exclusions of outpatient family medicine and specialised medical services include the following service providers, services and examinations:
  - addiction specialist;
  - nutritionist:
  - orthopaedist-prosthetist;
  - sclerotherapy and other procedures for treatment of varicose veins;
  - barotherapy;
  - homeopathy;
  - food intolerance testing;
  - allergy tests;
  - genetic and cytogenetic testing, except when related to an insured event or medically indicated upon monitoring of pregnancy;
  - · osteoporosis testing.
- 7.1.3. The insurance cover for outpatient family medicine and specialised medical services does not comprise, without a separate agreement, the following insurance covers:
  - expenses of prescription medicinal products;
  - rehabilitation expenses;
  - · vaccination expenses.

#### 7.2. Hospital treatment

- 7.2.1. The insurer indemnifies the expenses related to medically indicated planned or unplanned hospital treatment of the insured person both in the form of inpatient and day-care treatment, incl.:
  - inpatient fees;
  - extra expenses of a paid (incl. post-natal) hospital room;



- surgeries and treatment in hospital;
- analyses and diagnostic testing.
- 7.2.2. The exclusions of hospital treatment insurance cover include, in addition to those prescribed in the General Terms and Conditions of Health Insurance Contracts:
  - surgery for veins;
  - laparoscopic surgery for the penetrability of fallopian tubes and removal of adhesions;
  - · laser surgery correcting visual acuity;
  - plastic surgery;
  - expenses related to close relatives staying in hospital, except for the extra expenses of a post-natal paid hospital room;
  - obstetrics;
  - paid hospital treatment of a chronic disease or trauma diagnosed before the insurance contract entered into force.
- 7.2.3. <u>The insurance cover for hospital treatment does not comprise, without a separate agreement, the following insurance covers:</u>
  - organ and tissue transplants;
  - · cancer treatment;
  - additional expenses of a paid midwife upon giving birth unless separately agreed thereon in the insurance contract.

#### 7.3. Prophylactic health check

- 7.3.1. At the request of the insured person, the insurer indemnifies the following:
  - paid health check, incl. allergy and food intolerance tests;
  - expenses of an optometrist's consultation;
  - expenses of travel-related medical counselling.
- 7.3.2. The insurance cover for the prophylactic health check does not comprise, without a separate agreement, the following insurance cover:
  - expenses of the mandatory occupational health check arsing from law.

#### 7.4. Mandatory health check

The insurer indemnifies the expenses of the mandatory health check arising from law, incl.:

- · occupational health check;
- health check arising from law and necessary for employment.

#### 7.5. **Dental care**

- 7.5.1. The insurer indemnifies the outpatient services provided by a dentist, incl.:
  - dentist's outpatient appointment;
  - diagnostics, treatment and prevention of oral soft tissue and hard tissue diseases, defects, traumas and congenital development disorders, including for example anaesthesia, fillings, root canal treatment, surgery, air-flow cleaning.
- 7.5.2. The exclusions of dental care insurance cover include:
  - teeth whitening expenses;
  - expenses of cosmetic treatment procedures and surgery on teeth and the oral cavity.
- 7.5.3. The insurance cover for dental care does not comprise, without a separate agreement, the following insurance covers:
  - orthodontics;
  - fitting and repairing dental prostheses/dentures.

#### 7.6. Rehabilitation and necessary assistive devices following an accident

7.6.1. The insurer indemnifies the expenses of outpatient rehabilitation following an accident for up to three months after the end of the active hospital treatment, incl. for example expenses of osteopathy, chiropractic, mud treatment, manual therapy, electric therapy,



massage, bath treatments, remedial gymnastics.

- 7.6.2. The insurer indemnifies the expenses of assistive devices necessary following an accident, incl.:
  - expenses of a wheelchair, orthopaedic shoes and assistive devices, support equipment and hearing aid;
  - expenses of joint prosthesis;
  - expenses of support bandages, metal plates for osteosynthesis.

#### 7.7. Dental care following an accident

The insurer indemnifies the expenses of repairing teeth that have become damaged as a result of an accident and the plastic surgery of the jawbone or teeth and the fitting of a jawbone prosthesis and dental prostheses/dentures (incl. orthodontics) following an accident.

#### 7.8. Exclusions of accident insurance cover

The types of accident insurance indemnities are subject to the following exclusions:

- stroke, epileptic seizure or other cramp-like seizures involving the entire body;
- minor injuries of the skin or mucous membrane by which the infection can enter the body, except for cases of rabies and tetanus if caused by an accident;
- intoxication caused by solids or liquids voluntarily administered orally, including food poisoning;
- abdominal hernia;
- vertebral spine disc damage;
- internal organ and brain haemorrhages.

#### 7.9. Prescription medicinal products

- 7.9.1. In the case of the insurance cover for prescription medicinal products, the insurer indemnifies the expenses of the medicinal products that have been prescribed during the insurance period by a physician and are registered in the European Union.
- 7.9.2. The exclusions of the insurance cover for prescription medicinal products include expenses on:
  - medicinal products not subject to medical prescription;
  - contraceptives;
  - food supplements;
  - · vitamins;
  - · diet shakes.

#### 7.10. Outpatient rehabilitation prescribed by a physician

- 7.10.1. The insurer indemnifies the expenses of outpatient rehabilitation prescribed by a physician, for example electric therapy, massage, bath treatments, remedial gymnastics, chiropractic, manual therapy, mud treatment.
- 7.10.2. The rehabilitation service provider may also provide the service elsewhere than in a medical institution.

#### 7.11. Vaccination

- 7.11.1. The insurer indemnifies the expenses of vaccinations given during the insurance period up to the limit and rate of indemnity stated in the policy.
- 7.11.2.The insurer also indemnifies the expenses of vaccination given outside of the premises of a health care provider.

#### 7.12. Expenses of ophthalmological aids

7.12.1.The insurer indemnifies the expenses of glasses and contact lenses based on a prescription issued by a physician or optometrist during the insurance period up to the limit of indemnity stated in the policy.



7.12.2. The prerequisite for indemnifying the expenses of ophthalmological aids is a verified change in the insured person's visual acuity during the insurance period.

#### 7.13. Critical illnesses

- 7.13.1.Critical illness is deemed to be an illness or surgery in the case of which all of the following terms and conditions are met:
  - the illness or another event is included in the 'List and Description of Critical Illnesses' in the annex to the insurance terms and conditions and is in compliance with the criteria described there;
  - the illness or another event has occurred for the first time during the insurance period and after the end of the waiting period;
  - the need for the treatment or surgery of the critical illness has been confirmed by a health care professional entitled to work as a physician.
- 7.13.2.In the case of the additional cover for critical illnesses, the insurer pays the insurance indemnity as a single payment or as indemnity for medical treatment expenses.
- 7.13.3.The additional cover for critical illnesses is subject to a two-month waiting period that is calculated as of the start of the insurance period or as of adding an insured person during the insurance period.
- 7.13.4. Survival period is applied in the case of the indemnity in the form of a single payment.
  - Survival period is a period of 30 days that is calculated as of the date when the diagnosis of the critical illness constituting the insured event was given.
  - If the insured person dies during the survival period, the insurer has no obligation to pay the insurance indemnity.
  - If the insured person dies during the survival period, the insurance cover ends in respect of the insured person and the insurance premium paid by the policyholder is not refunded. The insurer makes the decision on the payment of the indemnity within 10 working days of the end of the survival period.
- 7.13.5.In the case of the cover for medical treatment expenses of critical illnesses, the insurer will indemnify the medical treatment expenses of the critical illness, incl.:
  - the expenses of outpatient or inpatient treatment;
  - the expenses of the medicinal products prescribed during the treatment;
  - rehabilitation expenses.
    The insurance indemnity of medical treatment expenses is paid within a maximum of 18 months of the end of the calendar month when the diagnosis of the critical illness was given or until the amount of the limit of indemnity specified in the policy is paid out.
- 7.13.6. If several critical illnesses develop during the insurance period, the obligation of the insurer is limited to the sum insured.
- 7.13.7.If the insurer has, due to the treatment of a critical illness, paid the insured person the whole sum insured, upon issue of a policy for the next insurance period the insurance cover will no longer extend to the critical illness whose treatment expenses have already been indemnified to the insured person.
- 7.13.8.The insurer pays the indemnity on the basis of a payment document issued by the health care provider either directly to the health care provider or to the insured person.
- 7.13.9. The type of the insurance indemnity for critical illnesses and the limit of indemnity thereof is stated in the policy.

#### 7.14. Inpatient rehabilitation

7.14.1.The insurer indemnifies the expenses of inpatient rehabilitation following an insured event if the rehabilitation has been started within 90 days of the end of the active hospital treatment.



7.14.2. Inpatient rehabilitation must have been prescribed by a physician and in connection with a disease or another event due to which the insured person needed active hospital treatment.

#### 7.15. Expenses related to repatriation

- 7.15.1.The insurer indemnifies the expenses of transporting an insured person who is a citizen of a foreign state to their home country following the occurrence of an insured event.
- 7.15.2.In the case of the death of an insured person who is a citizen of a foreign state, the expenses of cremation and burial of the insured person in Estonia or transportation of their remains to their home country are indemnified to the extent of the limit of indemnity stated in the policy.
- 7.15.3. The expenses to be indemnified must be agreed with the insurer beforehand.

#### 8. General exclusions of insurance covers

<u>In addition to the provisions of the General Terms and Conditions, the following exclusions apply to the types of insurance indemnities specified in these terms and conditions:</u>

- 8.1. speech therapy and ergotherapy;
- 8.2. sleep therapy, diagnostics and treatment of sleep disorders;
- 8.3. sexual pathology;
- 8.4. family planning, incl. infertility treatment, artificial insemination, termination of pregnancy without medical indication;
- 8.5. immunotherapy;
- 8.6. treatment and diagnostics, except for PAP test and HPV, of infections with a predominantly sexual mode of transmission, AIDS and HIV;
- 8.7. transplantation of organs and tissues or haemodialysis, except in the case of the additional cover for critical illnesses;
- 8.8. food supplements, diet shakes, food for particular nutritional uses;
- 8.9. photodynamic laser treatment;
- 8.10. informative lectures;
- 8.11. stay at a spa;
- 8.12. diagnostics and treatment of psychiatric diseases or their syndromes, except in the case of clause 7.1.1;
- 8.13. osteoporosis testing;
- 8.14. trichology or podometry.

#### 9. Code of conduct in the case of a loss event

- 9.1. In the case of injury, the insured person may turn to a contractual partner of the insurer or to a health care provider suitable for the insured person in order to receive medical treatment.
- 9.2. In addition to the provisions of clause 5.2 of the General Terms and Conditions of Health Insurance



Contracts, in the case of injury the insured person is required to:

- 9.2.1. turn to a physician at the first opportunity, follow the physician's instructions and make every effort to avoid the worsening of the injuries caused by the insured event;
- 9.2.2. report to the police, either personally or through other persons, any bodily injuries that have been caused to the insured person by a third person or third persons;
- 9.2.3. report the need for treatment to the insurer in writing to obtain a letter of guarantee from the insurer.

#### 10. Terms and conditions of receiving insurance indemnity

The insured person or the person entitled to claim insurance indemnity is required to present the following to the insurer:

- 10.1. an application for indemnity;
- 10.2. in the case of the examinations, analyses and treatment prescribed by a physician, an extract from the medical history or medical record;
- 10.3. documents certifying the expenses related to health services;
- 10.4. a copy of the prescription in the case of indemnity of prescription medicinal products;
- 10.5. in the case of bodily injuries caused by (a) third party/parties, a police statement.