

CONDITIONS OF ADDITIONAL ACCIDENT INSURANCE

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The conditions of additional accident insurance shall apply together with the general conditions of life insurance contracts of ERGO Life Insurance SE Eesti filiaal. In case of any differences between the general conditions of life insurance contracts and the conditions of additional insurance, the conditions of additional insurance shall apply.

1. Insurance cover

- 1.1. This additional insurance shall complement the main insurance with the payment of indemnities upon accidents that happened to the insured person during the validity period of the contract according to the selected insurance benefit types.
- 1.2. The types of insurance benefit are set out in section 3 of these conditions and they shall be indicated in the insurance contract.

2. Insurance event

The insurance event means an accident. For the purposes of these conditions, the accident is an unexpected and unforeseeable event that is independent of the intention of the insured person, the resultant external and/or violent force of which causes a health damage to the insured person or his (her) death.

3. Insurance benefit. Types of insurance benefit.

- 3.1. The type of insurance benefit and the sum insured shall be agreed in the insurance contract. The types of insurance benefit are:
 - 3.1.1. permanent disability benefit;
 - 3.1.2. death benefit;
 - 3.1.3. daily allowance;
 - 3.1.4. hospital daily allowance;
- 3.2. Permanent disability benefit;
 - 3.2.1. If an accident results in a permanent damage to physical or mental abilities of the insured person, i.e. medical disability, which is determined on the basis of these conditions in pure medical terms, the insurer shall pay permanent disability indemnity. Benefit shall be paid according to the extent to which the mental or physical condition of the insured person is damaged. Upon determination of medical disability, the occupation, hobbies and life style of the insured shall not be taken into account.
 - 3.2.2. Notwithstanding the extent of disability, permanent disability indemnity shall be paid in case of loss or functional incapacity of the following body parts or sensory organs, as a percentage of the sum insured for disability according to the following rates:
 - arm from shoulder joint 70%;
 - leg above the central part of femur 70%;
 - arm above elbow joint 65%;
 - leg up to the central part of femur 60%;
 - arm below elbow joint 60%;
 - leg up to the knee 50%;
 - arm from wrist 55%;
 - leg up to the central part of shinbone 45%;
 - thumb 20%;
 - leg from ankle 40%;
 - index finger 10%;
 - great toe 5%;
 - other finger 5%;
 - other toe 2%;
 - eye 50%;
 - sense of smell 10%;
 - hearing from one ear 30%;
 - sense of taste 5%.

- 3.2.3. If the loss or functional incapacity of any of the body parts or sensory organs specified in section 3.2.2 is partial, the rates set out in section 3.2.2 shall be reduced accordingly.
- 3.2.4. If more than one body part or sensory organ function has been damaged as a result of an accident, an aggregate indemnity shall be calculated which may not exceed the maximum limit of permanent disability insurance.
- 3.2.5. If an accident results in damage to any physical or mental function with a permanent disorder which the insured person had prior to the accident, the post-accident disability shall be reduced by the pre-accident rate.
- 3.2.6. Medical disability shall be determined after expiry of one year from the date of the accident and it must be medically confirmed. Permanent disability may be determined also earlier if the damage created as a result of the accident is irrecoverable. Application for insurance benefit shall be submitted at the latest within three months after medical determination of permanent disability.
- 3.2.7. Permanent disability benefit shall not be paid if the insured person dies within one year after the accident due to injuries received from it.
- 3.2.8. If the insured person dies within one year after the accident for reasons that are not related to the accident, or if the insured person dies for any reasons later than within one year after the accident and has prior submitted an application for permanent disability benefit, the benefit shall be paid according to the most probable disability degree determined as a result of the last medical examination.

3.3. Death benefit

- 3.3.1. If the insured person dies due to the accident within three years as of the date of accident, the insurer shall pay death benefit.

3.4. Daily allowance

- 3.4.1. If the insured person has temporary incapacity for work due to an accident, the insurer shall pay a daily allowance for each out-patient treatment day when the insured person was on sick leave.
- 3.4.2. Daily allowance shall be paid within one year as of the date of the accident. Payment of daily allowance shall be terminated as of the day when medical disability is determined for the insured person or his (her) temporary incapacity for work expires.
- 3.4.3. Upon an insurance event, the liability of the insurer shall commence as of the treatment day that is beyond the excess period. In case of daily allowance, excess period shall be seven calendar days as of the date of the accident.

3.5. Hospital daily allowance

- 3.5.1. The insurer shall pay hospital daily allowance for each day when the insured person stays in a hospital as a result of the accident for in-patient treatment.
- 3.5.2. Hospital daily allowance shall be paid within one year as of the date of the accident.
- 3.5.3. Hospital daily allowance shall not be paid if treatment of a health damage caused by the accident takes place in a sanatorium, health resort or other rehabilitation institution.

4. Circumstances precluding insurance cover

The circumstances precluding the insurance cover are listed in the general conditions of life insurance contracts. In addition to them, the following events shall not be deemed insurance events and shall not be compensated:

- 4.1. accidents caused by mental disorders or loss of consciousness; also accidents caused by use of alcohol or narcotics, stroke, bout of epilepsy or other cramp-like bouts involving the whole body of the insured person, except for cases if such damages or bouts are caused by events covered by this insurance;
- 4.2. accidents that have occurred when the insured person was flying on an aircraft without an engine or made parachute jumps;
- 4.3. accidents that have happened to the insured person during professional flights when he (she) was acting as a pilot of an aircraft or was any other member of the crew;
- 4.4. accidents that have happened to the insured person during races and driving tests of motor vehicles when the insured person was a driver of the vehicle or a passenger in the vehicle;
- 4.5. health damage that arise from the treatment method(s) that the insured person has used or uses himself (herself);
- 4.6. small injuries of skin or mucous membrane, through which infectious agents get to the organism at once or a little later. They shall not be deemed to be injuries received in an accident covered by insurance, except for events related to rabies and tetanus.
The insurance cover shall extend only to those infections the agents of which get to the organism of the insured person through the injuries created in the accident covered by the conditions of this additional insurance.
- 4.7. intoxications caused by solid substances or liquids voluntarily administered through throat, including food poisoning;
- 4.8. hernia of stomach, except when it is caused by an accident covered by this insurance;
- 4.9. damages of the disk between vertebrae haemorrhage of internal organs and brain, except when it is caused by an accident covered by the conditions of this additional insurance;
- 4.10. accidents that have happened to the insured person when doing sports or pursuing hobbies that involve risk, also in competitive sport and its training. Sports and hobbies involving risk include motor sports, bungee jumps, boxing, mountain climbing, fast and downhill skiing, other extreme sports; any professional sports and other sports and hobbies with a similar risk;
- 4.11. suicide attempt or suicide;
- 4.12. terrorism.

5. Exemption of insurer from obligation to perform contract. Benefit limit

- 5.1. The insurer shall be partially or fully exempted from the obligation to perform the insurance contract if:
 - 5.1.1. the policyholder, insured person or the beneficiary has failed to comply with at least one of the requirements specified in section 9;
 - 5.1.2. the policyholder, insured person or the beneficiary has intentionally or as a result of gross negligence (failure to apply the due diligence to a significant extent upon performance of a contractual obligation) violated at least one of the conditions of the insurance contract, which has an impact on the occurrence of an insurance event or the amount of damage;
 - 5.1.3. the policyholder, insured person or beneficiary has consciously submitted incorrect or incomplete data upon conclusion of the insurance contract or handling of damage;
 - 5.1.4. the insurance event has occurred due to gross negligence or intent of the policyholder or insured person. Gross negligence is understood as a situation where the person foresaw or should have foreseen the consequences of his (her) activity or inactivity, but frivolously expected that the consequences will not arise due to his (her) own behaviour or any other circumstances.
 - 5.1.5. the insurance event has occurred in relation to commitment of a crime by the insured person or an attempt thereof.
- 5.2. If the illness from which the insured person suffers prevents his (her) recovery from damages created as a result of the accident or the consequential effects thereof, the indemnity to be paid shall be reduced in proportion to the preventing effect of that illness.

6. Significant circumstances influencing insurance risk

- 6.1. The policyholder and/or insured person is required to immediately notify the insurer of any increase in the probability of insurance risk, for example, when the occupation or area of activity of the insured person changes, the insured person starts pursuing hobbies and/or involving a risk, or if the insured person enters active defence service.
- 6.2. If according to the applicable rates the new area of activity, occupation, hobby, etc of the insured person is subject to a lower insurance premium than that prior to a change of the insurance risk, the policyholder shall pay the premium according to a lower rate one month after receipt of a corresponding notice from the insurer.
- 6.3. If according to the applicable rates the new area of activity, occupation, hobby, etc of the insured person is subject to a higher insurance premium than that prior to a change of the insurance risk, the insurance cover shall continue on the basis of the former rate within two months after such change. If an accident happens to the insured person after that period and he (she) has not notified the insurer of the changes specified in section 6.1 and the insurance contract has not been changed due to a higher premium, the indemnity to be paid shall be reduced according to the ratio of a new premium and the current premium.
- 6.4. If the insured person starts serving in the defence forces, border guard or other similar forces, the insurance cover arising from this additional insurance shall be interrupted. The insurance cover shall resume from the time when the policyholder notifies the insurer of the end of the aforementioned service of the insured person. The policyholder is not required to pay premiums of additional insurance for the time period when the insurance cover was interrupted.

7. Change of amount of insurance premium

The insurer shall be entitled to change the conditions of this additional insurance and the principles for determination of insurance premiums as of the next insurance year, notifying the policyholder thereof in writing at least three months before the change.

8. Obligations of the insured person and policyholder upon insurance event

- 8.1. Upon occurrence of an insurance event, the insured person has the obligation
 - 8.1.1. to turn to a physician at the first possibility, fulfil the prescriptions of the physician and make his (her) best efforts to prevent aggravation of any health damages caused by the insurance event;
 - 8.1.2. to notify the insurer of the occurrence of an insurance event either personally or through other persons at the first possibility, specifying in the application the data on what had happened and the expected treatment period, and to subsequently follow the instructions of the representative of the insurer;
 - 8.1.3. upon physical damages caused by third party (parties), to notify the police thereof either personally or through other persons;
 - 8.1.4. upon the request of the insurer and within the time period determined by the insurer, to undergo medical examination by a physician specified by the insurer;
 - 8.1.5. to ensure that the insurer shall have the necessary information, explanations and documents, by authorising the insurer to apply for them or submit them by itself.
- 8.2. The obligations of the policyholder and/or beneficiary shall be as follows:
 - 8.2.1. if the insurance event caused the death of the insured person, the insurer shall be notified thereof in writing at the first possibility after the death of the insured person. Notification is required also in case if the accident has been already notified. The insurer shall be entitled to demand that a physician determined by the insurer be present during autopsy;
 - 8.2.2. the obligation to supply proof of occurrence of the insurance event lies with the policyholder, insured person

and the beneficiary. They are required to supply to the insurer the information that is necessary to determine the performance obligation of the insurer.

9. Application for insurance benefit

- 9.1. The beneficiary specified in the main insurance contract shall be entitled to apply for death benefit that shall be also paid to the beneficiary. All other types of insurance benefit can be applied for by the insured person and they shall be paid to the insured person.
- 9.2. In addition to the documents specified in the general conditions of life insurance contracts, the following records shall be submitted to apply for insurance benefit:
 - 9.2.1. To receive death benefit:
 - 9.2.1.1. upon a physical injury caused by a third party or a traffic accident, a certificate of the police on the occurrence of the accident;
 - 9.2.1.2. upon an accident at work, report on the accident at work.
 - 9.2.2. To receive permanent disability benefit:
 - 9.2.2.1. a decision of a medical committee on permanent disability and its extent;
 - 9.2.2.2. examinations, analyses and description of their results (X-ray film, CT, MRT, etc);
 - 9.2.2.3. upon physical injuries caused by a third party or a traffic accident, a certificate of the police on the occurrence of the accident;
 - 9.2.2.4. upon an accident at work, report on the accident at work.
 - 9.2.3. To receive daily allowance or hospital daily allowance:
 - 9.2.3.1. certificate or certificates for sick leave;
 - 9.2.3.4. medical certificate (treatment card) on reasons for incapacity for work;
 - 9.2.3.5. upon in-patient treatment, an extract of the disease file.

10. Procedure for payment of insurance benefit

- 10.1. The insurer is required to make a decision on compensation for damage or refusal to do so shall be made immediately, but not later than within ten days as of identification of the reasons and amount of damage created as a result of the insurance event, and as of the submission of other required information, proof or documents related to the insurance event.

- 10.2. If a misdemeanour procedure or criminal case has been instituted on the investigation result of which the payment and/or amount of insurance benefit is dependent, the insurer shall make a decision after termination or suspension of the misdemeanour procedure or criminal case or enforcement of a court judgement.
- 10.3. The insurer is required to notify the insurer in writing of refusal to compensate for damage immediately, but not later than within five working days after the making of the decision, by giving a reason and basis for refusal or reduction of the insurance benefit.
- 10.4. If the insurer makes a decision on compensation for damage, the insurer shall pay the benefit within two weeks as of the making of the decision.

11. Expiry of insurance contract. Cancellation of insurance contract. Withdrawal from insurance contract.

- 11.1. The policyholder shall be entitled to cancel the additional insurance irrespective of the main insurance. The additional insurance does not have any surrender value; neither can the refund of insurance premiums be requested.
- 11.2. The sum insured of the additional insurance can be reduced only at the end of each insurance year.
- 12.3. The insurance contract shall expire upon expiry of the insurance period or cancellation of the contract.

12. Relation to main insurance

- 12.1. The additional insurance and main insurance form one whole. If the insurance cover arising from the main insurance expires, the additional insurance shall also expire. If annuity (pension) insurance is the main insurance, the additional insurance shall end with the beginning of annuity payment.
- 12.2. Additional insurance cannot be changed to premium-exempted insurance.
- 12.3. If the main insurance that has expired for any reason or has been changed to premium-exempted, the additional insurance that re-entered into force cannot serve as a basis to submit claims that have arisen at a time when the insurance cover of additional insurance was not in force.
- 12.4. No separate profit share shall be calculated for additional insurance.