

ERGO Life Insurance SE Eesti filiaal

General Terms and Conditions of ERGO Health Insurance Services



Dear Customer!

In the General Terms and Conditions of ERGO Health Insurance Services, we explain the principles that we follow when providing you with the service.

The General Terms and Conditions apply to all health insurance services provided by ERGO Life Insurance SE Eesti filiaal insofar as the General Terms and Conditions are not in conflict with the Special Terms and Conditions.

The terms and conditions of insurance that apply to a particular service and insurance contract are indicated in the policy. All terms and conditions of insurance are always available on our website: www.ergo.ee.

Please take some time to read the terms and conditions of insurance. If you have any questions, please contact us by sending an email to info@ergo.ee.

We are always glad to help you.

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1. Definitions used in the General terms and Conditions

- 1.1. Insurer is ERGO Life Insurance SE Eesti filiaal (hereinafter also We).
- 1.2. Policyholder is the person who has an insurable interest and who has entered into an insurance contract with us (hereinafter also You).
- 1.3. Insurable interest is your interest to insure your life and/or health or that of the insured person against some insurable risk.
- 1.4. Insured person is the natural person specified in the insurance contract with whom the risk or interests are insured (hereinafter also You).
- 1.5. Beneficiary is a person agreed upon in the insurance contract, who is entitled to the insurance indemnity upon occurrence of an insured event.
- 1.6. Insured risk is an event that is not dependent on your will and is specified in the insurance contract, the arrival of which in the future is probable.
- 1.7. Insured event is an event beyond your control, which is causally related to the insurance risk and upon arrival of which the payment of the insurance indemnity is prescribed by us in accordance with the terms and conditions of the insurance contract.
- 1.8. Waiting period is the period calculated from the moment of the first conclusion of the insurance contract, as well as from the date of addition of the insured person during the insurance period, during which we do not pay the insurance indemnity in the event of an insured event. We indicate the duration of the waiting period in the insurance contract.
In the event of an accident, we do not apply a waiting period.
- 1.9. Accident is an unexpected and unforeseeable event that occurs against your free will as the insured person and as a result of which external or violent force causes personal injury to you as the insured person.
- 1.10. The deductible is the amount agreed in the insurance contract or a percentage of the amount of medical expenses that you will bear in the event of an insured event.
- 1.11. Insurance application is a document in the form established by us, which you, as a policyholder, submit to us. In the insurance application, you inform us of the important facts that we need to assess the probability of the insured risk.
- 1.12. Insurance offer is our proposal for you to enter into an insurance contract.
- 1.13. Insurance contract is an agreement concluded between us and you, the parts of which are:
 - insurance offer;
 - policy;
 - special terms and conditions (if we have agreed on them);
 - insurance terms and conditions;
 - amendments and supplements to the insurance contract.
- 1.14. Insurance terms and conditions are the terms and conditions that we apply in a particular insurance relationship. Insurance terms and conditions are deemed to include these general terms and conditions, the conditions of each type of insurance, and special terms and conditions.
- 1.15. Policy is a document issued by us confirming the conclusion of an insurance contract.
- 1.16. Payment notice is a notice sent by us that notifies you of the upcoming payment due date as a policyholder.
- 1.17. Insurance period is the period of time on the basis of which we calculate insurance premiums. The duration of the insurance period is one (1) year, unless we have agreed otherwise in the insurance contract.
- 1.18. Insurance cover is our obligation to pay out the sum insured or insurance indemnity upon the occurrence of an insured event or to perform the contract in another way.
- 1.19. Sum insured is the amount stipulated in the insurance contract, to the extent of which we pay the insurance indemnity upon the arrival of the insured event.
- 1.20. Health care provider is a person who has been entered in the register of the Health Board or who has a professional certificate or an activity licence prescribed by legislation necessary for the provision of health services in Estonia, Latvia, or Lithuania.
- 1.21. Health service is the activity of a health care professional to prevent, diagnose, and treat an illness, injury or poisoning, and to restore health.

- 1.22. Application for indemnity is a document in the form established by us, which you submit to us in order to receive insurance indemnity. The application is available on our website at www.ergo.ee.
- 1.23. Written notification is the transmission of information to us, you or another agreed person in a way that allows this information to be reproduced later. Information is sent to the postal address or email address indicated in the documents of the insurance contract. By sending information in this way, it will be deemed to have been served.
- 1.24. Financial sanction is an international sanction that prevents the use and disposal of funds and economic resources of persons (i.e. subjects of financial sanctions) in whole or in part.

2. Customer identification, representation, and entry into an insurance contract

- 2.1. We have the right to ask you or your representative for a document certifying your identity or right of representation in order to verify your identity or the right of representation and to make copies thereof.
- 2.2. If we doubt the identity of the person or the correctness of the submitted documents, we have the right not to proceed with a transaction or to demand the submission of additional documents.
- 2.3. We have explained the principles of customer identification in more detail in the customer data processing principles (<https://ergo.ee/en/personal-data-protection>).
- 2.4. We accept an unattested power of attorney if it is drawn up in the presence of our representative. Otherwise, the power of attorney certifying the right of representation must be digitally signed or notarised.
- 2.5. We enter into an insurance contract on the basis of an insurance application.
- 2.6. We will consider the insurance contract concluded if you, as the policyholder, have fulfilled the following conditions:
 - you have confirmed the conclusion of the insurance contract with your signature;
 - you have paid us the first insurance premium;
 - you have performed another act agreed in the insurance contract.
- 2.7. If you, as the insured person, are not the policyholder, the insurance contract can only be concluded with your consent as the insured person. If you, as a policyholder, insure your child, who is under your guardianship and has not reached the age of 18 by the time the contract is concluded, you will sign the insurance application on behalf of the child as a policyholder.
- 2.8. The insurance cover applies only to health services provided in Estonia. We will indemnify the expenses of health service provided outside Estonia only if we have stipulated this in the insurance contract. Insurance cover is valid 24 hours a day.
- 2.9. As a policyholder, you have the right to appoint a third party as a beneficiary and to change that person. With regard to the medical treatment expenses, the beneficiary is (a) you if you have paid the medical treatment expenses or (b) the medical institution that provided the agreed health service.
- 2.10. If the beneficiary dies or the beneficiary as a legal person ceases to operate before the insured event occurs, we must fulfil our obligation to the heirs of the insured person, unless you, as the policyholder, have determined otherwise before the occurrence of the insured event.
- 2.11. The time of payment of the insurance premium is considered to be the moment when the corresponding amount is received in our bank account or paid to our representative in cash or by payment card.
- 2.12. Delay in payment or failure to pay the first insurance premium
 - 2.12.1. If you have not paid the insurance premium or the first insurance premium within 14 days of entering into the insurance contract, we may withdraw from the contract until the payment is made.
 - 2.12.2. If we do not file an action to collect the insurance premium within three (3) months of the payment becoming due, it is presumed that we have withdrawn from the contract.
 - 2.12.3. If you have not paid the first insurance premium by the time of the insured event, we will be released from the obligation to perform the contract.
- 2.13. If you have not paid the second or any subsequent insurance premium by the due date, we may send you a written notice setting a deadline of at least two (2) weeks for you to pay. If you do not pay the insurance premium within the new term, we will consider the insurance contract to be cancelled. If you pay the insurance premium within one

(1) month after the cancellation of the contract or the end of the new payment term and the insured event has not occurred before payment, we will not consider the contract to be cancelled.

- 2.14. We will provide you with a paper or electronic payment notice stating the due date, our current account number, and reference number.
- 2.15. If we do not submit a payment notice or you do not receive the notice, this does not release you from the obligation to pay the insurance premium.
- 2.16. If you have paid the insurance premium incorrectly and we are not able to decide which insurance contract payment has been received based on the available information, we will consider the insurance premium not to be paid until we have established which insurance contract payment it is.
- 2.17. If you pay less than the prescribed amount, we will contact you. We will consider the insurance premium paid only after the entire prescribed amount has been received.
- 2.18. If you pay a larger amount than prescribed, we will refund it at your request.

3. Change of insurance premium and insurance cover

- 3.1. Following entry into the insurance contract, we have the right to increase the insurance premium or change the insurance cover, including, among other things, establish or change the deductible in the following events:
 - 3.1.1. a change in a circumstance that is beyond the control of the parties and is specified in the insurance contract as the basis for calculating the insurance premium. For example, a change in the expenses that are connected with our operation and are included in the overheads;
 - 3.1.2. a change in the average age of the insured persons;
 - 3.1.3. a change in the frequency of insured events;
 - 3.1.4. a change in the degree of national compensation for health insurance service;
 - 3.1.5. a change in the fees for health services;
 - 3.1.6. a change in legislation governing health care.
- 3.2. Starting from a certain age we have the right to increase the initial insurance premium of you as the insured person to the amount that the respective insurance premium rate prescribes for a person who enters into an insurance contract at that age. The insurance premium increases in each subsequent insurance period by the amount by which the insurance premium rate of the person who entered into the insurance contract increases.
- 3.3. We will notify you of any changes to the insurance contract at least one (1) month before the changes enter into force.

4. Termination of the contract

- 4.1. We can conclude an insurance contract for a fixed or unspecified term. Whether the insurance contract is concluded for fixed or for unspecified term is stated in the insurance contract.
- 4.2. Insurance contract which is concluded for fixed term ends on the last day of the insurance period.
- 4.3. Insurance contract which is concluded for unspecified term is valid until it will be cancelled. As a policyholder you have the right to cancel insurance contract concluded for unspecified term by notifying us of your wish to terminate the contract at least one month before the end of the insurance period, considering that the contract ends on the last day of the insurance period.
- 4.4. We or You have the right to withdraw from the insurance contract or cancel it in the cases stipulated by law or the insurance contract. In order to cancel the contract or withdraw from the contract, the party must submit a corresponding application in a form that allows resubmission in writing (e.g. by e-mail).
- 4.5. If we increase the insurance premium or deductible or reduce our obligations, you as the policyholder may cancel the insurance contract within one month of receiving the notice of change. In this case, the insurance contract ends when the premium increase or liability reduction takes effect.
- 4.6. As a policyholder You can withdraw from the contract within 14 days after concluding the insurance contract.
- 4.7. If You as an insured person have intentionally provided us with false information, we consider this to be a significant breach of contract, and we have the right to cancel the insurance contract without prior notice within one month of becoming aware of the breach.

5. Your obligations as the policyholder and the insured person. Our notification obligation

- 5.1. Your obligations
 - 5.1.1. You, as a policyholder, are obliged to pay insurance premiums.
 - 5.1.2. When entering into a contract, you must inform us of any material circumstances that are known to you and that may affect our decision to enter into the contract or to do so on the agreed terms. Important is the fact about which we have requested information directly and in a format that can be reproduced in writing. If you have not notified us of all the material circumstances known to you when concluding the insurance contract, as well as if you have intentionally avoided becoming aware of the material fact or have provided incorrect information about the material fact, we may withdraw from the contract or demand a higher insurance premium from you within three (3) years of concluding the contract.
 - 5.1.3. You, as the insured person, are obliged to do everything possible for restoring your health and to comply with the prescriptions of the treating physician.
 - 5.1.4. You are obliged to immediately notify us of an increase in the insurance risk, for example, if your occupation or field of activity as the insured person changes, you start engaging in a risky hobby or enter active service in the Estonian Defence Forces. If your new field of activity, profession, field of interest, or similar corresponds to a higher insurance premium according to the current tariffs than before the change in the insurance risk, we have the right to change the insurance premium by notifying you at least one (1) month in advance.
- 5.2. Your obligations upon the arrival of an insured event
 - 5.2.1. You are obliged to notify us of each insured event in writing as soon as possible, take all measures to establish the circumstances of the insured event and, if circumstances allow, follow our instructions.
 - 5.2.2. You are obliged to help us find out the circumstances of the insured event and provide us with the required additional documents confirming the arrival, place, and time of the insured event (this applies to all evidence, as well as invoices and payment documents).
 - 5.2.3. You, as the insured person, are obliged to contact a health care provider holding an activity licence and follow the physician's prescriptions. If you are hospitalised, you must inform us immediately.
 - 5.2.4. You, as the insured person, are obliged to present an identity document to the health care provider with whom we have concluded a cooperation agreement in the event of an insured event. If you turn to a medical institution with which we do not have a cooperation agreement for urgent medical care, you must inform us as soon as possible.
 - 5.2.5. You, as the insured person, are obliged to undergo the medical check prescribed by us at our request.
- 5.3. Our notification obligation During the term of the insurance contract, we are obliged to notify you, as the policyholder, of changes in the general and special terms and conditions of insurance, changes in our name, legal form, address, as well as the address of the insurance supervision or the address of the office where the insurance contract is concluded. We will notify you of these changes via our website at www.ergo.ee or the media.

6. Decision to pay or the refusal to pay the insurance indemnity, transfer of the right of claim

- 6.1. We will take the decision to pay or refuse to pay the insurance indemnity within 10 working days of receiving all the necessary documents and forward it in a format that can be reproduced in writing (e.g. by email) to you as the insured person. If you turned to a medical institution that is our cooperation partner and you did not pay the invoice for the treatment service in full, we will take the decision within one (1) month after receiving all the necessary documents (incl. from the cooperation partner).
- 6.2. Your right as the insured person to claim indemnity for damage from the person who caused it will be transferred to us to the extent of the insurance indemnity paid (right of recourse).
- 6.3. If your actions or omissions do not give rise to the right of recourse in our favour, we have the right to reduce the indemnity or demand a refund of the indemnity paid to the extent that no claim for refund is possible.
- 6.4. We have the right to withhold from the insurance indemnity the amount of the deductible stipulated in the insurance contract and the part of the insurance premium not paid for the insurance period, which corresponds to the ratio of the performance of our obligation from the sum insured.
- 6.5. If you, as the insured person, turned to a medical institution that is our cooperation partner and you did not pay the deductible to the medical institution or the service received was not covered by the contract, we will send you an invoice for the uninsured medical service or part of the deductible after making a decision.

- 6.6. After the payment of the insurance indemnity, the sum insured is reduced by the amount of indemnity paid.
- 6.7. We have the right to forward information about the decision made to you, as the insured person, by electronic means using your contact details (including your email address) that are known to us. If you would like to receive a decision by post in addition to this information, you must inform us thereof and give us an address to which the decision should be sent. We may also send a notice of payment of the insurance indemnity through the other communication channels specified in your application.
- 6.8. We are obliged to notify you, as the insured person, in writing within 10 working days of receiving the application for indemnity, regarding any additional documents we need in order to decide on the payment of the insurance indemnity.
- 6.9. If the documents submitted for the insurance indemnity are not complete, have been filled in incorrectly, or we need additional time to verify the insured event or submitted documents, we have the right to postpone the decision for up to a month.
- 6.10. You, as the insured person, must submit to us an invoice for health services with your application for indemnity and, at our request, a document certifying the invoice paid.
- 6.11. At our request, you must provide us with an extract from your medical history or medical record. An extract together with the data concerning the insured event is issued by the medical institution or the physician who provided the medical care.
- 6.12. If you, as the insured person, have been treated by a medical institution or a physician who is not our partner, we have the right to indemnify the health service provided on the basis of the average market price, unless we have agreed otherwise in the insurance contract.
- 6.13. If the insured event lasts longer than the term of the insurance contract, we will also indemnify the expenses incurred within 14 days after the end of the insurance period.
- 6.14. We will pay the insurance indemnity to the medical institution or the physician on the basis of the medical invoices submitted by them in accordance with the relevant agreement concluded between us and the medical institution or the physician.
- 6.15. If continuing treatment is not medically justified, we have the right to reduce the insurance indemnity or refuse to pay the indemnity.
- 6.16. We have the right to deduct from the insurance indemnity the unpaid contributions for the insurance period.

7. General exclusions and our release from the obligation to perform the contract

- 7.1. We do not consider the following events or damage caused as a result of these events to be an insured event:
 - 7.1.1. damage that is directly or indirectly caused by a terrorist act or the preparation thereof;
 - 7.1.2. damage caused by any event of war, internal unrest, actions of state and local authorities, changes in laws and other normative acts, natural disasters, pandemics or epidemics (mass spread of an infectious disease reported by a state authority);
 - 7.1.3. damage caused by the damaging effects of radioactive radiation, direct or indirect action of electromagnetic, light or thermal radiation;
 - 7.1.4. damage caused by participation in an act punishable by criminal law, by attempting to commit or committing such an act, upon lawfully detaining the offenders or while in detention;
 - 7.1.5. damage that you have intentionally caused;
 - 7.1.6. expenses related to the treatment of illness or trauma incurred before the entry into force of the insurance contract, unless otherwise agreed in the insurance contract;
 - 7.1.7. damage that did not take place on the territory agreed upon in the insurance contract;
 - 7.1.8. accident caused by mental, psychological or disorders of consciousness of you as the insured person;
 - 7.1.9. damage caused by you, as the insured person, as a result of the consumption of alcohol or other intoxicating substances, as a result of diagnostics or treatment of a health problem resulting from the use of such substances, as well as the treatment of alcoholism, drug addiction, toxicomania, etc.;
 - 7.1.10. damage caused by you, as the insured person, as a result of the treatment of mental illnesses or their syndromes;
 - 7.1.11. damage as a result of treatment that was not needed for the direct treatment of the disease, such as cosmetology and plastic surgery;

- 7.1.12. damage caused by the continuous use of medical technical aids, such as glasses, lenses, prosthetic appliances, hearing aid, wheelchair, crutches;
 - 7.1.13. unconventional diagnostics or treatment, participation in a clinical drug trial;
 - 7.1.14. expenses from which you are exempt from payment by the current regulatory acts as the insured person;
 - 7.1.15. damage caused to your life or health as the insured person by the fact that you have refused medical care or surgery;
 - 7.1.16. damage caused by your participation as the insured person in international operations of the Estonian Armed Forces or other active service, military operations or training exercises;
 - 7.1.17. damage caused by you, as the insured person, from driving a vehicle without the right to drive or otherwise from a violation of the Road Traffic Act;
 - 7.1.18. expenses incurred due to injuries, received as a result of engagement in high-risk sports or hobbies, also during engagement in professional sports and relevant training. High-risk sports or hobbies are motor sports, including participating as a passenger in motor vehicle races and test drives, bungee jumps, boxing, mountaineering, downhill racing, flying aircraft without an engine, skydiving and other extreme sports, and other sports and hobbies involving similar risks;
 - 7.1.19. damage having arisen during the performance of an official flight with an aircraft;
 - 7.1.20. health service provided by a person who is not entered in the register of the Health Board or who does not have the professional certificate or activity licence necessary for the provision of health services;
 - 7.1.21. medical care provided by a physician or nurse who is a close relative (child, parent, sister, brother, spouse) (except for emergency care);
 - 7.1.22. damage and medical treatment expenses that are indemnified by compulsory insurance (e.g. motor third party liability insurance) payments;
 - 7.1.23. ambulance call-out and transportation of the person by ambulance to a hospital;
 - 7.1.24. treatment received by persons not named in the insurance contract;
 - 7.1.25. additional expenses related to selection of a physician needed to perform a surgery;
 - 7.1.26. expenses of nursing with the support of social assistance, unless we have agreed otherwise in the insurance contract;
 - 7.1.27. suicide attempt and expenses related to suicide.
- 7.2. We are released from the obligation to perform the insurance contract in part or in full if:
- 7.2.1. you or the beneficiary have failed to perform the insurance contract;
 - 7.2.2. you or the beneficiary have intentionally or due to gross negligence (failure to observe the necessary care to a significant extent in the performance of a contractual obligation) failed to comply with at least one (1) term of the insurance contract that has an impact on the occurrence of the insured event or the amount of damage;
 - 7.2.3. you or the beneficiary have knowingly provided incorrect or incomplete information in the course of concluding an insurance contract or handling damages;
 - 7.2.4. the insured event has occurred due to your gross negligence or intent. By gross negligence we understand a situation when you foresaw or should have foreseen the consequences of your actions or omission, but frivolously hoped that the consequences would not come due to your own behaviour or some other circumstances.

8. Application of financial sanctions

When concluding and performing an insurance contract, we apply financial sanctions. We do not provide insurance cover for any person or risk, nor do we indemnify any claims whose insurance or indemnification would be in conflict with trade restrictions, prohibitions or sanctions imposed by the Government of the Republic, the United Nations, the European Union, the United Kingdom, or the United States of America.

9. Processing of personal data

We process the data of you as the policyholder, beneficiary, and you as the insured person in accordance with the customer data processing principles published on our website at <https://www.ergo.ee> (ERGO Privacy Policy). In the customer data processing principles, we have provided you with all the information that must be provided to you according to the law and the European Union General Data Protection Regulation.

10. Procedure for settlement of disputes

- 10.1. You have the right to turn to the insurance conciliation body, which operates at the Estonian Insurance Association, to resolve any dispute with us. Before the conciliation procedure, you must submit a claim to us on the dispute and give us the opportunity to respond to the claim. If you are not satisfied with our answer, you can contact the insurance conciliation body (more information can be found on the website of the Estonian Insurance Association at www.eksl.ee).
- 10.2. Disputes arising from insurance contracts (incl. disputes in which no agreement has been reached in the insurance conciliation body) will be resolved in Harju District Court. You have the right to file a complaint about our activities with the Finantsinspektsioon (Financial Supervision Authority).

11. Use of foreign language documents

- 11.1. We may, by agreement between us, attach a translation into a foreign language to the documents of the insurance contract in Estonian. The translation has an explanatory meaning only. In the event of a conflict between the translation and the Estonian document, we will be guided by the Estonian document.
- 11.2. If it has been agreed that a foreign-language document (e.g. international clauses) is a part of the insurance contract, we will add the Estonian-language translation of that document to the insurance contract.