

# General terms and conditions of personal accident insurance



TÕ 20031

IF P&C INSURANCE AS. COMMERCIAL REGISTER CODE 10100168

In case of differences in interpretation of following conditions The Estonian text will be regarded as the original  
These general conditions will apply together with the General Insurance Conditions of If P&C Insurance AS.

The monetary amounts of this document are expressed in euros and in kroons. The amounts in kroons are used until 01.01.2011, the amounts in euros are used since 01.01.2011.

## 1. Accident

- 1.1. Accident is an unexpected, sudden event caused by exterior influences that occurs independent of the will of the insured and results in the bodily injury of the insured.
- 1.2. Accident will include also the following that occurred independent from the will of the insured:
  - 1.2.1. unexpected bodily injury of the insured caused by the movement or exertion of the insured and occurring no later than within 24 hours, due to which the insured has visited the doctor within 7 days from the occurrence of the injury;
  - 1.2.2. heatstroke, sunstroke, gas poisoning, and poisoning by an erroneously used substance;
  - 1.2.3. drowning and freezing if this results in permanent disability or death.

## 2. Validity of the insurance contract

- 2.1. The insurance is valid throughout the world.
- 2.2. Round-the-clock private accident insurance is valid both during the working hours as well as at leisure time. The insurance is valid 24 hours a day unless otherwise provided in the insurance contract. 2.3. Working time accident insurance is valid only during working time while fulfilling work-related tasks, as well as during the work breaks within the working time (e.g., lunch break), during duty assignments. A respective note about working time insurance will be added to the insurance policy.
- 2.4. Leisure time accident insurance will be valid only during the time the person is free of work. A respective note about spare time insurance will be added to the insurance policy.

### 3. VALIDITY OF THE INSURANCE WHEN ENGAGED IN SPORT

- 3.1. Validity of the insurance will depend on the risk potential of the sports event and the purpose of the sport (hobby-sport, competitive sport).
- 3.2. The degree of risk depends on the perils in the sport:
 

Low- and medium-risk sports – rowing, crossbow shooting, golf, badminton, skiing, canoeing, swimming, archery, fencing, competitive dancing, hunting, cycle racing, light athletics, basketball, body-building, biathlon, shooting, table tennis, orienteering, sailing, roller-skating, floorball, squash, tennis, skating, water polo, volleyball, gymnastics.

High-risk sports – alpinism, sub-aqua sport, football, judo, ice hockey, iceboating, karate, sledge events, kickboxing, handball, flying sports, snowboarding, wrestling, field hockey, motor sledge events, alpine skiing, mountaineering, baseball, boxing, gliding, windsurfing, rugby, riding, ski-jumping, trotting, triathlon, weightlifting, water motor sport, water-skiing, pentathlon, contact sports.
- 3.3. Hobby sports means a form of non-competitive exercise with the purpose of maintaining and strengthening good health. Competitive sports means sporting actions with the goal of gaining success in public sports competition. Public sports competition means participation in league competitions, Estonian championships and international championships (e.g. European championships, world championships, Olympic games) and preparing for the said competitions.
- 3.4. If the insured is younger than 18 years, the insurance will cover the accidents that occur when practicing high risk potential sports events (both hobby sports and competitive sports) only if a note of a special agreement is stated in the insurance policy.
- 3.5. If the insured is 18 years old or older, the insurance will cover the accidents that occur when practicing high risk potential

sports events (both hobby sports and competitive sports) and sports with low or average risk potential (only competitive sports) only if a note of a special agreement is stated in the insurance policy.

- 3.6. The insurance will be valid without any special agreements for practicing winter sports as hobby sports in winter sports centres on marked sports tracks.

## 4. The insured

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- 4.1. The insured is the private person named in the insurance contract whose life and health forms the object of the insurance.
- 4.2. The insured will be paid compensation, indemnity for temporary incapacity and/or indemnity for permanent disability.
- 4.3. If the insured is not the policy holder, the policy holder will be obliged to inform the insured about the conditions of the insurance contract, incl. post-contractual obligations.
- 4.4. Those persons with physical or mental disability needing permanent care or observation cannot be the insured.

## 5. Beneficiary

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- 5.1. The beneficiary is the third party who has been named in the insurance contract by the policy holder with the insured's written agreement. The beneficiary will be entitled to death indemnity.
- 5.2. If the beneficiary dies or is ended before the occurrence of the insurance event, it will be considered that no beneficiary has been appointed.
- 5.3. If the beneficiary dies before the death indemnity is paid, the death indemnity will be paid pro rata to the beneficiary's heirs who have accepted the inheritance, according to their share of the inheritance.
- 5.4. If no beneficiary has been named in the insurance contract or the insured is under 18 years of age, the death indemnity will be paid pro rata to the beneficiary's heirs who have accepted the inheritance, according to their share of the inheritance.

## 6. Sum insured and limits of indemnity

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- 6.1. Sum insured means the amount of money that is the aggregate limit of the indemnities to be paid for the insurance events that occur during the insurance period.
- 6.2. The sum insured, the types of indemnity and the amounts of indemnity (limits of indemnity) will be stated in the insurance policy. A limit of indemnity must not exceed the sum insured.
- 6.3. The limit of indemnity stated in the insurance contract is, within this type of indemnity, the aggregate limit of the indemnities to be paid for all the insurance events that occur during the insurance period. The indemnity limit of the daily allowance is stated per day.
- 6.4. If a single accident gives rise under one and the same insurance contract to several different types of indemnity (compensation or daily allowance, permanent disability indemnity, death indemnity), the calculation of indemnities will be based on the following principles:
  - 6.4.1. a daily allowance or compensation will be compensated first, then permanent disability indemnity, death indemnity;
  - 6.4.2. permanent disability indemnity will be reduced by the amount paid for the same event as compensation or daily allowance. If the compensation or daily allowance paid earlier exceeds the amount of permanent disability indemnity, no claim will be made for the indemnity already paid;
  - 6.4.3. death indemnity will be always reduced by the amount paid already for indemnities for the same accident. If the indemnities paid earlier exceed the amount of death indemnity, no claim will be made for the indemnity already paid.

## 7. Types of indemnity

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The types of indemnity are compensation, temporary incapacity indemnity (daily allowance), permanent disability indemnity, death indemnity.

### 7.1. COMPENSATION

- 7.1.1. Compensation will be paid under the insurance contract, if the accident (except the case stated in Article 1.2.3) occurring during the insurance period causes temporary injury to the body or body part of the insured.
- 7.1.2. Compensation will be paid also in the case of the fracture of the previously unharmed permanent tooth/teeth of the insured who is under 18 years of age if this was a result of an accident (except for those injuries resulting from biting or chewing) provided the insured has been insured for at least two previous years consecutively with an accident insurance concluded with If P&C Insurance AS.
- 7.1.3. Compensation is a one-time indemnity calculated as a percentage of the compensation limit. Compensation will be paid on the condition that the treatment prescribed by the doctor as a result of the accident lasts for at least seven days and is confirmed by a medical establishment. The insurer will be entitled to check whether the treatment

period after the accident corresponds to the period of medically justified treatment. The requirement of the length of the treatment period does apply for bone fractures confirmed with x-ray radiography, nor for tooth fractures of an insured who is under 18 years of age.

- 7.1.4. The percentage amount of the compensation will be established on the basis of the “Compensation payment table” valid at the time of concluding the insurance contract, the table confirmed by the insurer. In the case of a result of an accident not defined in the table the decision about the indemnity will be made on the basis of the severity of the injury.

## **7.2. TEMPORARY INCAPACITY INDEMNITY (DAILY ALLOWANCE)**

- 7.2.1. Daily allowance is paid, if a bodily injury arising as a result of an accident, which takes place during the insurance period, causes temporary incapacity of the insured.
- 7.2.2. Daily allowance is payable per each day the insured is incapable for work, regardless of whether he or she has been treated as an out-patient or an in-patient.
- 7.2.3. Daily allowance is paid for a maximum of 365 days in case of all accidents occurring during an insurance period.
- 7.2.4. If within a year additional complications occur as a direct result of a given accident and in consequence thereof the insured becomes temporarily incapable for work again, the daily allowance is paid under the insurance contract valid at the time that the accident occurred if the additional incapacity period lasts for at least seven days.
- 7.2.5. Daily allowance is not paid
- 7.2.5.1. if the insured is incapable for work as a result of an accident for less than seven days;
- 7.2.5.2. for the days during which the insured performed his or her occupational duties;
- 7.2.5.3. if the incapacity for work is not due to drowning or freezing;
- 7.2.5.4. if the incapacity for work is not due to an accident.
- 7.2.6. The right to a daily allowance begins, if
- 7.2.6.1. the incapacity period indicated in the certificate of incapacity for work begins or
- 7.2.6.2. following a decision of medical assessment the insured’s incapacity for work is certified as at least 40%.
- 7.2.7. The right to a daily allowance terminates, if
- 7.2.7.1. the insured commences work;
- 7.2.7.2. either the incapacity period indicated in the certificate of incapacity for work or the incapacity period of the insured certified by medical assessment terminates;
- 7.2.7.3. The insurer shall determine the permanent disability indemnity for the insured.
- 7.2.8. Temporary incapacity indemnity (daily allowance) shall be 50% of the insured’s actual daily salary, but not more than the daily allowance indemnity limit per day indicated in the insurance contract.
- 7.2.9. Net income is the basis for calculating the daily salary.
- 7.2.10. Net income includes incomes taxable with social tax that the insured has received during the six calendar months that directly precede the occurrence of the accident, from which income tax has been deducted.
- 7.2.11. For determining the daily salary, the insured’s net income is divided by the calendar days of the six months that directly preceded the occurrence of the accident.
- 7.2.12. If the insured received income taxable with social tax for a shorter period during the six calendar months that preceded the accident, then the corresponding period in calendar days is taken into account in determining the daily salary.
- 7.2.13. It is presumed, that the indemnity limit per day corresponds to 50% of the insured’s actual daily salary.
- 7.2.14. The insurer shall have the right to request that the insured would present a certificate indicating the incomes taxed with social tax of the six calendar months that directly precede the occurrence of the accident, to the Tax Board.
- 7.2.15. If the decision of the medical assessment confirming the insured’s incapacity for work by at least 40% has been submitted to the insurer, the daily allowance indemnity is paid once a month.
- 7.2.16. The insurer shall have the right to check whether the incapacity period and the duration of the treatment of the bodily injuries due to the accident is medically necessary and justified. If the duration of the treatment due to the accident is not justified, the insurer has the right to reduce the amount of the insurance indemnity by a corresponding amount, and if it is a case when the insured or the policyholder has acted dishonestly, the insurer shall have the right to refuse to pay the insurance indemnity.

## **7.3. PERMANENT DISABILITY INDEMNITY**

- 7.3.1. Permanent disability indemnity is paid under an insurance contract if the insured develops a permanent disability as a result of an accident. Disability is a functional disorder of body or any part of the body. Disability is considered permanent if the function of a body or of any part of the body has not recovered within a year after an accident in order to ensure normal functions of the body or any part of the body.
- 7.3.2. Existence and scope of a permanent disability within the meaning of the insurance contract, which arises as result of an accident, shall be determined in one year after the occurrence of the accident on the basis of the state of health of the insured at that moment.
- 7.3.3. Upon determination of permanent disability the state of health of the injured person is compared to the state of health of a healthy person taking into account only the severity and character of the disability rather than personal characteristics of the injured person such as lifestyle, profession, education. Upon determination of disability the loss of capacity for work and decrease of income will not be considered.
- 7.3.4. Permanent disability is determined on the basis of medical documents. Indemnity for permanent disability is paid as a percentage of an agreed permanent disability indemnity.
- 7.3.5. The degree of permanent disability in percentage terms shall be determined on the basis of the “Table of the

Degrees of Permanent Disability” approved by the insurer, which was in force at the effective moment of the insurance contract. In the event of an injury, which has not been specified in the aforementioned table, the decision about the indemnity will be made on the basis of the severity of the injury.

- 7.3.6. A decision of the disability commission of the Ministry for Social Welfare is not binding upon the insurer upon determination of a permanent disability.
- 7.3.7. The indemnity for permanent disability will not be paid if:
  - 7.3.7.1. the degree of a permanent disability arising as a result of an accident is less than 10%, except eye and finger injuries;
  - 7.3.7.2. the degree of permanent disability arising as a result of an accident in case of eye and finger injuries is less than 5%;
  - 7.3.7.3. permanent disability develops later than within one year after an accident.
  - 7.3.7.4. the insured dies as a result of the accident within a year from day of the accident.

#### 7.4. DEATH INDEMNITY

- 7.4.1. Death indemnity will be paid under the insurance contract to the beneficiary or other person rightfully entitled to indemnity if the insured dies as a result of the accident.
- 7.4.2. No indemnity will be paid if the insured dies later than three years after the accident.

## 8. Insurance cover restrictions

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- 8.1. The insurer will be entitled to reduce the insurance indemnity or to refuse to pay the indemnity in the following cases:
  - 8.1.1. The occurrence of the accident is advanced by an illness that occurred before the accident (incl. radiculitis, epilepsy, diabetes, heart attack, stroke) or an injury that occurred before the accident;
  - 8.1.2. A body part or a sensory organ is injured the function of which has been injured already before the accident;
  - 8.1.3. Recovery period is prolonged due to the influence of an illness or injury that is not caused by the accident.
- 8.2. No indemnity will be paid if the accident is caused or promoted by the following:
  - 8.2.1. The insured or the person entitled to indemnity was in a state of alcoholic, narcotic or toxic intoxication;
  - 8.2.2. Any medical procedure (incl. surgery) except if the need for the medical procedure is caused by the accident that occurred during the validity of the insurance cover;
  - 8.2.3. The insured practiced benji-jumping or parachuting, used a flying vehicle without a motor, a hang glider or another flying vehicle with non-rigid wings, practiced other types of extreme sports;
  - 8.2.4. Motor vehicle races or test-drives where the insured participated as a driver or a co-rider;
  - 8.2.5. The insured going participated in car and motor sports;
  - 8.2.6. The insured or the person legally entitled to the insurance indemnity knowingly endangered the life or health of the insured, self-inflicted injuries, a fight initiated by the insured, etc.;
  - 8.2.7. The insured or the person legally entitled to the insurance indemnity committed a crime;
  - 8.2.8. The insured or the person legally entitled to the insurance indemnity exceeded the permitted driving speed or drove a motor vehicle without possessing the right to drive.
- 8.3. The insurance will not be valid in the case of an accident that occurs while the insured is:
  - 8.3.1. In active service in the defence forces. In addition, the insurance will not be valid when the insured participates in military training and exercises;
  - 8.3.2. In an imprisonment establishment as a prisoner, detainee or under arrest.
- 8.4. The following will not be considered an accident in the context of these conditions:
  - 8.4.1. Sting or bite by an insect or a tick;
  - 8.4.2. Injuries of the permanent teeth or denture of the insured who is 18 years old or above;
  - 8.4.3. Occurrence of psychic disturbances, except if these result from a traumatic injury of the brain caused by the accident;
  - 8.4.4. Aborted pregnancy and childbirth and the resulting complications;
  - 8.4.5. An illness of the insured unless the illness results directly from the accident.
  - 8.4.6. Catching HIV, AIDS or hepatitis.

## 9. What to do when an insurance event occurs

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- 9.1. The insured will be obliged to turn to a doctor immediately after the occurrence of the accident.
- 9.2. The insured will be obliged to follow doctors' orders and to use all possible measures to lessen the effects of the accident and to advance healing.
- 9.3. The policyholder, the insured or the beneficiary will be obliged to inform the insurer about the accident immediately in writing from the day of the occurrence of the accident or from the day he learned or should have learned about it.
- 9.4. In order to receive insurance indemnity, the person entitled to the indemnity must present to the insurer, depending on the results of the accident, the following documents:
  - 9.4.1. A medical history of the illness/injury (an epicrisis) with a medical diagnosis, and in addition if necessary the basic data of the medical history of the illness/injury (radiographs, expert analyses, results of the analyses);
  - 9.4.2. A document confirming the incomes taxable with social tax of the six calendar months that precede the

accident;

- 9.4.3. A disability statement issued by a doctor indicating the beginning and end of the incapacity period;
- 9.4.4. The decision of the medical assessment committee about the incapacity for work;
- 9.4.5. A document stating the death of the insured and its circumstances.
- 9.5. For the purposes of identifying the causes of the accident, estimating the severity of the injuries, and establishing the circumstances of the event and the amount of loss, the insured will guarantee the insurer the right and will authorise him to require additional documents from the insured, the policyholder and third parties, take statements, send the insured to an additional medical examination, etc.
- 9.6. The insured will be obliged to permit examination of his or her medical condition by a doctor(s) named by the insurer.
- 9.7. The insurer will be entitled to monitor the insured's medical progress and the observance of doctors' orders.



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