

ACCIDENT

*If's personal accident
insurance conditions*

TPA-20171

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If's personal accident insurance conditions

TPA-20171

NB! This is an unofficial text. In case of the dispute the Estonian wording shall prevail.

APPLICATION OF THE CONDITIONS

1. "Personal accident Insurance Conditions" are used with "General Terms and Conditions of Insurance" of If P&C Insurance AS (hereinafter *If*). This means that the rights and obligations set out in the policy conditions apply in addition to the rights and obligations of the "General Terms and Conditions of Insurance".

Insurance covers

2. "Personal accident Insurance Conditions" stipulates insurance covers, within the extent of which insurance can be made. Your accident insurance contract includes only the insurance covers specified in the insurance contract.
3. In the case of personal accident insurance, the following insurance covers are possible:
 - 3.1. recompense insurance cover;
 - 3.2. daily allowance (temporary loss of capacity for work) insurance cover;
 - 3.3. hospital daily allowance insurance cover;
 - 3.4. health service insurance cover;
 - 3.5. permanent disability insurance cover;
 - 3.6. death insurance cover;
 - 3.7. event ticket insurance cover.
4. Accidents where the insurance cover is valid are listed in each insurance cover. Illness of the insured person is not insured, in the event of illness indemnity is not paid.

RECOMPENSE INSURANCE COVER

INSURED EVENT

5. An insured event is the occurrence of a health damage to the insured person whose treatment (incl. home treatment) is required for at least 7 days and which is the result of an unexpected and sudden accident, independent of the will of the insured person, during the insurance period. The length of the treatment is not required for fractures.
6. In case of recompense insurance cover, an accident is deemed to be:
 - 6.1. bodily injury due to external influences;
 - 6.2. bodily injury, the immediate cause of which is a single movement of the insured person (e.g. dislocation, stretching, etc.);
 - 6.3. heatstroke;
 - 6.4. sunstroke;
 - 6.5. gas poisoning;
 - 6.6. poisoning from misuse of a substance.
7. The duration of treatment must be certified by the doctor. *If* has the right to verify whether the treatment period corresponds to the duration of the medically justified treatment.

RECOMPENSE INDEMNITY

8. Recompense indemnity is paid to the insured person.
9. Recompense is a lump sum indemnity calculated as a percentage of the limit of recompense indemnity as indicated in the insurance contract; The percentage of recompense indemnity

is determined based on the “Table of recompense indemnities”. “Table of recompense indemnities” is part of the insurance contract.

10. For health damage that is not described in the “Table of recompense indemnities”, no recompense will be paid.

EXAMPLE. No indemnity is paid for teeth cracking or other damages to the teeth.

DOCUMENTS REQUIRED FOR APPLYING RECOMPENSE

11. To apply for recompense, you must submit the necessary documents for the loss adjustment and the decision:

11.1. a notice regarding the occurrence and circumstances of the insured event and an application for insurance indemnity;

11.2. medical documents describing the bodily injury of the insured person and the length of the treatment

11.3. (a copy of a patient card received from a casualty ward, a copy of a medical history or a trauma card, an X-ray image, etc.)

12. *If* has the right to demand the submission of additional evidence (explanations, previous medical history, treatment performed, evidence of the insured person’s sport activities, etc.).

DAILY ALLOWANCE INSURANCE COVER

13. An insured event is the occurrence of a health damage to the insured person, for the treatment of which a sick leave certificate has been issued for at least 7 days and which is the result of an unexpected and sudden accident, independent of the will of the insured person, during the insurance period.

14. In the event of daily allowance insurance cover, an accident is deemed to be:

14.1. bodily injury due to external influences;

14.2. bodily injury, the immediate cause of which is a single movement of the insured person (e.g. dislocation, stretching, etc.);

14.3. heatstroke;

14.4. sunstroke;

14.5. gas poisoning;

14.6. poisoning from misuse of a substance.

THE INSURED PERSON MUST WORK

15. Daily allowance insurance cover is valid provided that the insured person works on the basis of an employment contract or is in the public service.

16. If the insured person’s employment contract expires, is terminated, or the insured person is no longer in public service, he/she must immediately notify *If* of this, after which it is agreed how to change the insurance contract.

17. NB! Daily allowance insurance cover is not valid and daily allowance is not paid if at the time of the insured event the insured person did not have a valid employment contract and the insured person was not at that time in the public service (e.g. unemployed, seeking a job, at home, a self-employed person, a student, etc.).

DAILY ALLOWANCE INDEMNITY

18. The limit of daily allowance indemnity is indicated in the insurance contract. Usually, the limit of indemnity is 50% of the daily salary of the insured person. The policyholder may also choose a lower limit of indemnity. No higher limit of indemnity can be chosen.

19. Daily allowance indemnity is paid to the insured person.

20. For insured events during the same insurance period, the daily allowance is paid for a maximum of 365 days.

21. If during the year after the accident additional complications that are directly related to the accident arise and the insured person therefore again returns to the sick leave, the daily allowance is paid based on the insurance contract valid at the time of the accident. If the

complications occur later than a year, no indemnity will be paid.

22. The daily allowance is paid for each day of sick leave, regardless of whether the treatment has taken place at home or in the hospital. Payment of daily allowance continues after the end of the sick leave, if the insured person has been assigned by the medical examination commission the incapacity for work and is not working.

EXAMPLE. The insured has a sick leave certificate for 182 days, his ability to work has not recovered and he cannot go to work. The medical examination commission assigns 70% of the incapacity for work to the insured person. *If* pays a daily allowance of up to 365 days for days of being on sick leave and of incapacity for work.

23. The right to daily allowance begins when

23.1. the period of incapacity for the insured indicated on the sick leave begins or

23.2. the decision on medical examination commission gives the insured a minimum incapacity for work of at least 40%.

24. The right to daily allowance expires when

24.1. the insured person begins to work or

24.2. the period of incapacity for work indicated on the sick leave or the period of incapacity for work determined by the medical examination commission's decision expires or

24.3. *If* assigns the insured person a permanent disability indemnity.

25. The daily allowance is paid after the end of the sick leave. If the sick leave certificate is set for longer than 1 month, daily allowance is paid once a month at the request of the insured person.

26. If, after the end of the sick leave, medical examination commission has determined that the insured person has at least 40% incapacity for work and the insured person does not work, daily allowance is paid once a month.

27. *If* has the right to verify whether the period of incapacity for work and the length of the treatment due to the accident are medically justified. If the length of the treatment due to the accident is not medically justified, *If* is entitled to a reduction in indemnity.

CALCULATION OF DAILY ALLOWANCE INDEMNITY

28. For the first four days of sick leave, *If* will pay twice the daily allowance specified in the contract, but not more than the daily salary of the insured person. From the fifth sick leave day, *If* will pay 50% of the insured person's daily salary, but not more than the limit of daily allowance indemnity per day as specified in the insurance contract.

EXAMPLE. The insured person's daily salary is 20 euros. The contract has the limit of daily allowance indemnity of EUR 10. For the first four days, the insured will receive 20 euros per day, starting from day 5, 10 euros per day.

EXAMPLE. The insured person's daily salary is 15 euros. The contract has the limit of daily allowance indemnity of EUR 10. For the first four days, the insured will receive 15 euros per day, starting from day 5, 7.5 euros per day.

29. The calculation of the daily salary is based on the insured person's net income.

30. The net income is income taxed by social tax, which the insured person received during the 6 calendar months immediately preceding the calendar month of the accident, less the income tax.

31. To find the daily salary, the insured person's net income is divided by the number of calendar days of 6 calendar months immediately preceding the calendar month of the accident.

32. If before the accident the insured person worked for less than 6 months, the length of the work period spent in calendar days is considered when calculating the daily salary.

33. *If* has the right to require the insured to provide the certificate of Tax and Customs Board of the net income of the 6 calendar months immediately preceding the calendar month of the accident.

34. Daily allowance is not paid for the days when the insured person was on sick leave, but performed his work duties.

DOCUMENTS REQUIRED FOR APPLYING DAILY ALLOWANCE

35. To apply for daily allowance, you must submit the necessary documents for the loss adjustment

and the decision:

- 35.1. a notice regarding the occurrence and circumstances of the insured event and an application for indemnity;
 - 35.2. medical documents describing the bodily injury of the insured person and the length of the incapacity period (a copy of the patient card from the casualty ward or a copy of the medical history or trauma card, a copy of the certificate of incapacity for work, etc.);
 - 35.3. medical examination commission's decision on incapacity for work.
36. *If* has the right to demand the submission of additional evidence (explanations, previous medical history, treatment performed, evidence of the insured person's sport activities, etc.).

HOSPITAL DAILY ALLOWANCE INSURANCE COVER

INSURED EVENT

37. An insured event is the occurrence of a health damage to the insured person, which is the result of the following unexpected and sudden accident, independent of the will of the insured person, during the insurance period:
- 37.1. bodily injury due to external influences;
 - 37.2. bodily injury, the immediate cause of which is a single movement of the insured person (e.g. dislocation, stretching, etc.);
 - 37.3. heatstroke;
 - 37.4. sunstroke;
 - 37.5. gas poisoning;
 - 37.6. poisoning from misuse of a substance.

HOSPITAL DAILY ALLOWANCE

38. Hospital daily allowance is paid to the insured if he was hospitalized as a result of an accident.
39. Hospital daily allowance is paid based on the number of days of hospitalization due to an accident. The limit of hospital daily allowance indemnity specified in the insurance contract is the indemnity for one day.
40. Hospital daily allowance is paid within 1 year after the occurrence of the accident. If the insured person is in hospital later than one year after the accident, then the hospital daily allowance is not paid.

DOCUMENTS REQUIRED FOR APPLYING HOSPITAL DAILY ALLOWANCE

41. To apply for hospital daily allowance, you must submit the necessary documents for the loss adjustment and the decision:
- 41.1. a notice regarding the occurrence and circumstances of the insured event and an application for indemnity;
 - 41.2. medical documents describing the bodily injury of the insured person and the length of hospitalization (copy of medical history etc.)
42. *If* has the right to demand the submission of additional evidence (explanations, previous medical history, treatment performed, evidence of the insured person's sport activities, etc.).

HEALTH SERVICE INSURANCE COVER

INSURED EVENT

43. An insured event is the occurrence of a health damage to the insured person, which is the result of the following unexpected and sudden accident, independent of the will of the insured person, during the insurance period:
- 43.1. bodily injury due to external influences;
 - 43.2. bodily injury, the immediate cause of which is a single movement of the insured person (e.g. dislocation, stretching, etc.);
 - 43.3. heatstroke;

- 43.4. sunstroke;
- 43.5. gas poisoning;
- 43.6. poisoning from misuse of a substance.

EXCESS

- 44. In calculating the health service indemnity, the excess specified in the insurance contract is applied for each insured event.
- 45. The amount of indemnity equals to the sum of the expenses to be indemnified under the policy conditions, less the excess.

HEALTH SERVICE INSURANCE COVER

- 46. Health service insurance cover is an insurance cover of accident insurance, where the property damage is indemnified within the extent specified in the insurance contract, which consists in expenses for the following medical services arising from the insured event:
 - 46.1. the cost of health service (including surgery);
 - 46.2. hospital in-patient fee;
 - 46.3. costs of medically justified studies and analyzes;
 - 46.4. the cost of treating dental injuries (including the cost of restoring the tooth);
 - 46.5. the cost of rehabilitation and nursing care that is necessary for treatment and prescribed by the doctor;
 - 46.6. the cost of acquiring a new prosthesis or repairing or replacement of an existing prosthesis. NB! It does not indemnify the replacement or repair of the denture if the damage to the prosthesis results from its natural wear and tear.
 - 46.7. the cost of renting medical devices (e.g. crutches, wheelchairs, etc.) that are necessary and justified for treatment and prescribed by the doctor. NB! The insurer does not indemnify the cost of purchasing medical devices (other than prostheses).
- 47. In case of dental injury, the limit of indemnity per one damaged tooth is 200 euros. The limit of indemnity applies to all treatment and diagnostic operations of a damaged tooth (including visit fee, diagnosis, dentures, etc.).
- 48. *If* indemnifies the cost of dental care only if it is a dental injury resulting from an accident. The cost of treatment for dental decay (cavities) and other dental diseases is not indemnified.
- 49. Damage to teeth that occurs during chewing or biting is not indemnified.
- 50. Indemnity is paid to the insured person or at his request directly to the health service provider.
- 51. Indemnity is paid if the insured person has a medically justified need for a paid health service as a result of an accident.
- 52. *If* indemnifies health services rendered within 1 year of the occurrence of the accident. If the insured is paid the permanent disability indemnity, then indemnity for health service is no longer.
- 53. *If* indemnifies only the treatment rendered by the provider with the relevant healthcare license.
- 54. The place of providing recoverable health service must be in Estonia. *If* does not indemnify expenses of treatment provided abroad.
- 55. *If* does not indemnify expenses for drugs.
- 56. If *If* indemnifies treatment, expenses for indispensable transportation of the insured person to the treatment place and back home within Estonia will also be indemnified.
- 57. *If* does not indemnify accommodation costs, other than the hospital in-patient fee.
- 58. *If* does not indemnify expenses for psychiatric treatment.
- 59. *If* does not indemnify the loss that is paid under the Estonian or foreign Motor Insurance Act.
- 60. *If* the Health Insurance Fund, another insurer, employer, state, local government or other person has already paid the expenses or made a decision to pay the expenses, *If* will be released from the obligation of indemnity.

DOCUMENTS REQUIRED FOR APPLYING INDEMNITY OF HEALTH SERVICE INSURANCE COVER

61. To apply for health service indemnity, you must submit the necessary documents for the loss adjustment and the decision:
 - 61.1. a notice regarding the occurrence and circumstances of the insured event and an application for indemnity;
 - 61.2. medical documents describing the bodily injury of the insured person (a copy of the patient card from the casualty ward or a copy of the medical history or trauma card, etc.);
 - 61.3. documents describing the need for treatment (including rehabilitation or nursing care) and medical devices;
 - 61.4. a dental card statement for dental injuries;
 - 61.5. documents certifying the cost of the health service.
62. *If* has the right to demand the submission of additional evidence (explanations, previous medical history, treatment performed, evidence of the insured person's sport activities, etc.).

PERMANENT DISABILITY INSURANCE COVER

INSURED EVENT

63. An insured event is a situation where the insured person obtains a permanent disability that is the result of the following unexpected and sudden accident, independent of the will of the insured person, during the insurance period:
 - 63.1. bodily injury due to external influences;
 - 63.2. bodily injury, the immediate cause of which is a single movement of the insured person (e.g. dislocation, stretching, etc.);
 - 63.3. heatstroke;
 - 63.4. sunstroke;
 - 63.5. gas poisoning;
 - 63.6. poisoning from misuse of a substance.
64. Disability is permanent if the normal function of the body or part of the body has not recovered within one year of the occurrence of the accident.

PERMANENT DISABILITY INDEMNITY

65. Permanent disability indemnity is paid to the insured person.
66. Indemnity is paid if the insured person had a permanent disability due to an accident during the year after the accident.
67. If a permanent disability develops later than within one year, no indemnity will be paid.
68. Indemnity is paid as a percentage of the limit of permanent disability indemnity indicated in the insurance contract (see also p. 122).
69. The severity of permanent disability is determined based on the "Table of severity levels of permanent disability". "Table of severity levels of permanent disability" is part of the insurance contract.
70. In case of permanent disability that is not described in the "Table of severity levels of permanent disability", the indemnity is determined based on an as similar as possible health damage that is defined in the table.
71. Only the "Table of severity levels of permanent disability" and policy conditions are used to determine the benefit. The severity of permanent disability or the percentage of incapacity for work as determined by the decision of the medical examination commission of the insured person is not considered.

ASSESSMENT OF THE STATE OF HEALTH OF THE INSURED PERSON IN THE DETERMINATION OF PERMANENT DISABILITY

72. After the expiration of 1 year from the occurrence of the accident, the insured must contact the doctor or expert approved by *If* to assess the state of health of the insured person.
73. The existence and extent of permanent disability due to an accident is to be determined on the basis of medical documents. The basis for determining the existence and extent of permanent

disability is the health status of the insured at the time when 1 year has passed since the accident. The further change in the state of health of the insured person is not considered in determining the indemnity.

74. If permanent disability has arisen as a result of a loss of body part or organ, whose function is not restored (e.g. amputation), the existence and size of permanent disability is determined immediately after the occurrence of the insured event.
75. In determining the existence and size of permanent disability, the health status of the insured person is compared with the health status of a healthy person of the same age. Only the severity and nature of the disability is considered, not the individual characteristics of the insured, such as lifestyle, occupation or hobbies.
76. In determining the existence and size of permanent disability, loss of capacity for work or income reduction are not considered.
77. In determining the indemnity, the health status of the insured person prior to the occurrence of the accident is considered (see also exclusion in clause 102).

DOCUMENTS REQUIRED FOR APPLYING INDEMNITY OF PERMANENT DISABILITY INDEMNITY

78. To apply for permanent disability indemnity, you must submit the necessary documents for the loss adjustment and the decision:
 - 78.1. a notice regarding the occurrence and circumstances of the insured event and an application for insurance indemnity;
 - 78.2. medical documents that describe persistent and permanent functional damage.
79. *If* has the right to demand the submission of additional evidence (explanations, previous medical history, etc.).

DEATH INSURANCE COVER

INSURED EVENT

80. An insured event is death of the insured person, which is the result of the following unexpected and sudden accident, independent of the will of the insured person, during the insurance period:
 - 80.1. bodily injury due to external influences;
 - 80.2. heatstroke;
 - 80.3. sunstroke;
 - 80.4. gas poisoning;
 - 80.5. poisoning from misuse of a substance.
81. *If* pays the death indemnity if, as a result of an accident as referred to in the preceding paragraph, the insured person dies either during the insurance period or during up to three years after the occurrence of the accident. If the insured person dies later than within three years, no indemnity will be paid.

DEATH INDEMNITY

82. The limit of death indemnity as indicated in the insurance contract is the amount of the death indemnity (see also p. 122).

BENEFICIARY

83. The death indemnity is paid to the beneficiary.
84. The beneficiary is determined by the insured person in the submitted in a form that allows written reproduction. The insured person can change the beneficiary during the validity of the insurance contract.
85. If the beneficiary dies before the occurrence of an insured event, it is considered that the beneficiary has not been designated.
86. If the beneficiary dies after the occurrence of an insured event, but before the payment of the indemnity, the indemnity is paid to heirs of the beneficiary who have received the succession, in accordance with their part in the estate.

DOCUMENTS REQUIRED TO APPLY FOR A DEATH INDEMNITY

88. To apply for death indemnity, the necessary documents for the loss adjustment and the decision must be submitted:
- 88.1. a notice regarding the occurrence and circumstances of the insured event and an application for insurance indemnity;
 - 88.2. death certificate of the insured person;
 - 88.3. evidence of the cause of the death (e.g. a document of forensic expertise);
 - 88.4. succession certificate.
89. *If* has the right to demand the submission of additional evidence (explanations, previous medical history, etc.).

EVENT TICKET INSURANCE COVER

90. Event ticket insurance cover (event ticket insurance) is valid only if it is indicated in the policy.
91. An insured event is a health damage to the insured person, which has arisen from the event specified in the next paragraph, due to which the insured person cannot go to the event (concert, performance, sports competition, etc.) for the ticket of or participation in which he has paid before the insured event.
92. The insurance covers the following unexpected and sudden accidents occurring during the insurance period that are independent of the will of insured person:
- 92.1. bodily injury due to external influences;
 - 92.2. bodily injury, the immediate cause of which is a single movement of the insured person (e.g. dislocation, stretching, etc.);
 - 92.3. heatstroke sunstroke gas poisoning
 - 92.4. poisoning from misuse of a substance.
93. The insurance cover is also valid if the insured event occurs with one insured person and therefore, other insured persons cannot go to the event.
94. The insurance covers events occurring during the insurance period or during 1 year after the end of the insurance period.
95. *If* indemnifies the price indicated on the ticket unused due to the insured event, but not more than the sum insured. If the ticket is not issued or if there is no price indicated on the ticket, *If* indemnifies the ticket price or participation fee on the basis of a certifying document, but not more than the sum insured.
96. *If* does not indemnify transport and accommodation costs, such as airfares, hotel rates, etc.

GENERAL EXCLUSIONS

97. General exclusions apply to all insurance covers.
98. In addition to the general exclusions, the exclusions of “General Terms and Conditions of Insurance” apply.
99. It is not considered to be an insured event and indemnity is not paid if the health damage was caused or contributed by:
- 99.1. stitch, biting of a tick or insect (e.g. bee, wasp, etc.)
 - 99.2. injury of the insured person’s teeth and dentures (except in case of health service insurance cover);
 - 99.3. emergence of mental disorder (other than mental disorders caused by an injury to the brain as a result of an accident);
 - 99.4. miscarriage and childbirth or resulting complications.

ILLNESS, PREVIOUS ACCIDENT

100. NB! Indemnity is not paid in case of illness of the insured person (including diseases such as infarction, stroke, radiculitis, spinal disk prolapses, epilepsy, herniation, encephalitis, borreliosis, HIV, AIDS, hepatitis, chronic diseases, etc.).

101. Indemnity is not paid if the occurrence of an insured event was contributed by or its result was influenced by illness of the insured, regardless of whether the disease was previously manifested and diagnosed.

102. *If* has the right to reduce indemnity or refuse to pay it if:

102.1. the occurrence of an insured event is facilitated by an injury before the accident or a chronic health injury (e.g., the shoulder is repeatedly out of the joint, damaged knee joints start to hurt after effort, balance disorders due to chronic illness);

102.2. a body part or sensory organ that was already damaged before the accident is injured;

102.3. the period of recovery is prolonged due to an injury that is not due to an insured event.

MEDICAL PROCEDURE

103. Indemnity is not paid if the accident was caused or contributed by any medical procedure (including surgery). The exclusion does not apply if the medical procedure is due to an accident for which *If* pays indemnity.

STATE OF INTOXICATION

104. Indemnity is not paid if the occurrence of an accident was influenced by alcoholic, narcotic or toxic intoxication of the insured person.

105. Indemnity is not paid if the accident was caused or contributed by the driver's state of intoxication, of which the insured was aware.

INTENT OR CONSCIOUS EXPOSURE TO DANGER

106. Indemnity is not paid if the accident was caused or contributed by the insured person's conscious exposure of his own life or health to danger (e.g. a fight initiated by the insured person, etc.), self-harm, suicide, suicide attempt.

CRIME

107. Indemnity is not paid if the accident was caused or contributed by the criminal act committed by the insured person or the person entitled to receive indemnity.

SUBMISSION OF FALSE DATA

108. *If* is entitled to refuse to pay indemnity if the insured or the policyholder has knowingly submitted to *If* false data.

MINOR (UNDER 16) INSURED PERSON DRIVES A MOPED OR A MINI MOPED

109. The insurance cover does not apply when the insured person under the age of 16 is driving a moped or a mini moped. The exclusion is used regardless of whether the minor insured person is a driver of the moped or mini moped or a passenger. The exclusion is not used if the insurance contract specifies the corresponding insurance cover.

EXCEEDING THE PERMITTED SPEED, DRIVING WITHOUT RIGHT TO DRIVE

110. Indemnity is not paid if the accident was caused or contributed by a situation where the insured person exceeded the permitted speed or drove a vehicle without the right to drive.

OBLIGATIONS IN THE EVENT OF ACCIDENT

111. The insured person is obliged to contact a doctor immediately after the accident.

112. The insured person is obliged to comply with the doctor's prescriptions and take all measures to reduce the consequences of the accident and to facilitate the improvement.

113. If the accident is caused by a traffic accident or third-party violence, then the policyholder, the insured person or the beneficiary is obliged to immediately inform the police about the accident.

114. The policyholder, the insured person or beneficiary is obliged to inform *If* immediately of the accident.

115. The insured person is required to permit his or her state of health to be checked by the doctor(s) prescribed by *If*.

116. In order to determine the cause of the accident, to assess the severity of the injury, to clarify the circumstances of the case and the amount of loss, the insured person gives the right and authority to *If* to require additional documents and explanations from the policyholder and from third parties.

VIOLATION OF THE INSURANCE CONTRACT

117. If the insured person or the policyholder has violated the insurance contract (including safety requirements), *If* is entitled to reduce indemnity or refuse to pay indemnity, unless otherwise provided by law or the insurance contract.

THE SUM INSURED AND LIMITS OF INDEMNITY

118. The sum insured is a sum of money, which is the aggregate limit of all insurance indemnities paid during the insurance period.

119. The insurance contract contains the limit of indemnity for each insurance cover. If several insured events occur during the same insurance period, *If* indemnifies all insurance events only within the limit of indemnity.

120. The limit of indemnity for temporary incapacity for work and hospital daily allowance is indicated in the insurance contract per one day.

121. The sum insured and limits of indemnity of insurance covers are indicated in the insurance contract. No limit of indemnity may exceed the sum insured.

INDEMNITY CALCULATION IN CASE OF IMPLEMENTATION OF MULTIPLE INSURANCE COVERS

122. If, as a result of the same accident, the insured person is entitled to several insurance cover indemnities, the following principles are to be followed:

122.1. firstly, a daily allowance or recompense, a hospital daily allowance and a health service indemnity is paid. Thereafter, permanent disability indemnity and death indemnity are paid;

122.2. if *If* has paid out the permanent disability indemnity, no daily allowance or recompense, hospital daily allowance or health service indemnity are paid any more;

122.3. the permanent disability indemnity is reduced by the indemnities paid as a result of the same accident;

122.4. if the amount of indemnities previously paid under the same insurance contract proves to be higher than the permanent disability indemnity, the indemnity already paid is not reclaimed;

122.5. the death indemnity is reduced by the indemnities previously paid as a result of the same accident; If the indemnities previously paid prove to be bigger than the death indemnity, the indemnity already paid is not reclaimed.

INSURED PERSON

123. The insured person is a person indicated in the insurance contract, whose life and health are insured.

124. The insured person's permanent residence must be in Estonia. If it is outside of Estonia, insurance is valid provided that a relevant special agreement is indicated in the insurance contract.

125. If the insured person moves away from Estonia during the insurance period, *If* must be immediately notified of this. Both the policyholder and *If* then have the right to cancel the insurance contract unilaterally by giving 31 days' notice.

126. The policyholder must present the terms and conditions of the contract to the insured person.

127. The insured person must not be a person with physical or mental disabilities who needs permanent care or supervision.

128. The insured person is obliged to notify *If* immediately of any change in his or her profession, field of activity, hobby or sports.

VALIDITY OF THE CONTRACT

129. Insurance is valid throughout the world around the clock, unless stated otherwise in the insurance contract.
130. If the insurance contract specifies the work time insurance cover, insurance is valid only during work time at the performance of duties, as well as during the in-work break and on-duty travel.
131. If the insurance contract specifies the free time insurance cover, insurance is valid only during the time free of work.

HEIGHTENED RISK ACTIVITIES

132. At a time when the insured person is engaged in a heightened risk activity, insurance coverage is valid provided that there is an additional indication in the contract of the type of heightened risk activity of the insured person. If the insured person is engaged in a low risk activity listed in the conditions, the additional indication in the contract is not obligatory.

133. The types of heightened risk activities are:

133.1. medium risk activity (see p. 137);

133.2. high-risk activity or particularly dangerous activity (see p. 137);

133.3. competitive sport (see p. 136).

134. If the insured person is engaged in a medium risk activity more than 2 times a month, insurance is valid provided that the insurance contract specifies the activity for which the insurance is valid. If the insured person is engaged in a medium risk activity up to 2 times a month, the additional indication in the contract is not obligatory.

EXAMPLE 1. The insured person goes swimming four times a month, the additional indication is not obligatory in the contract. Swimming is a low risk activity.

EXAMPLE 2. The insured person is cycling once a week in the summer, the additional indication is obligatory in the contract. Cycling is a medium risk activity.

135. When engaged in a high-risk activity or an especially dangerous activity, insurance is valid, provided that the contract specifies the relevant activity for which the insurance is valid.

EXAMPLE. The insured person is snowboarding at the winter sports center, the additional indication is obligatory in the contract. Snowboarding is a high-risk activity.

136. In case of competition sport, the insurance is valid, provided that the policy indicates what competitive sport the insured person is engaged in. Competitive sport is participation in and preparation for league, championship or international competitions, as well as professional sports activities.

137. Activity risk table

LOW RISK	KESKMISE RISKIGA	SUURE RISKIGA
aerobics	football	bodybuilding
pulling	cycling track and field	driving at an ATV
bowling	speed skating	hockey
fitness	basketball	rugby
golf figure	bodybuilding	judo
skating	handball	power lifting
running	shooting	ice-ball
curling	sailing	karate
bowling	horseback	kendo
Nordic walking	riding	snowboarding
cricket walking	skateboarding	wrestling
sport biathlon	roller skating	downhill skiing
table tennis	floorball	baseball
cross-country skiing	squash	windsurfing
orienteering	triathlon	surfing
badminton	pentathlon	diving
rowing	sport water	galloping
tennis	polo	waterskiing
fencing	competition dance	water motor sports
archery	volleyball	
gymnastics		

ESPECIALLY DANGEROUS

alpinism
motoring
benji jumps
BMX trekking
bobsleighbing (sledging sport)
expeditions
freestyle
rock and wall-climbing
high-speed downhill skiing
alpine skiing
rafting
parachute jumps
air sport including non-powered airplanes, delta planes or other non-stationary aircraft gliding kite boarding
motorcycle racing, snowmobile riding
motor sport
downhill cycling mountain climb above 3000 m
boxing
slalom
ski jumping
martial sports and martial arts such as taekwondo, Thai boxing, kickbox, etc.

In addition, activities such as extreme sports where there is a high risk of injury or death are considered as especially dangerous activities.

138. The categories of activities (also “activities” in these insurance conditions) are: low-risk activities, medium-risk activities and high-risk activities.

EXAMPLE 1. The insured person goes to aerobics four times a month. This is an active sport. Aerobics is a low risk activity. The insurance is valid at the time of aerobics if “aerobics” or “low-risk activities” are indicated in the insurance contract.

EXAMPLE 2. The insured person participates in swimming in Estonian championship. This is a competitive sport. Swimming is a low risk activity.

139. The insurance is valid during the race and training if the insurance contract indicates “competitive sport - swimming” or “competitive sport – low-risk activities”.

140. At engagement in an especially dangerous activity, insurance is valid only if the respective activity is indicated separately in the insurance contract.

EXAMPLE. The insured person drives once a year the snowmobile. This is an especially dangerous activity. The insurance is valid at driving the snowmobile if the insurance contract indicates “driving the snowmobile”.

ACTIVITIES WHERE INSURANCE IS NOT VALID

141. At engagement in the following activities, insurance cover is not valid:

141.1. downhill skiing, snowboarding or other high-risk winter sports outside the winter sports center’s marked tracks;

141.2. diving offshore or deeper than 30 m. Offshore is considered to be an area where the shore is more than 5 kilometers far.

142. The insurance cover does is not valid when the insured person under the age of 16 is driving a moped or a mini moped. The exclusion applies regardless of whether the minor insured person is a driver of the moped or mini moped or a passenger.

143. This exclusion does not apply if the insurance contract indicates the corresponding insurance cover.

PARTICIPATION OF THE INSURED PERSON IN HEIGHTENED RISK SITUATIONS IN THE MOTOR VEHICLE

144. The insurance cover is not valid at the time when the insured person participated in motor racing, racings, training or test run as driver, co-driver or passenger. This exclusion applies regardless of whether it is an officially authorized and registered or self-proclaimed driving event.

Exclusion does not apply if the insurance contract contains an indication of the corresponding extension of the insurance cover.

INSURED PERSON IN THE AIRCRAFT

145. The insurance cover is not valid at the time when the insured person stays on the aircraft as a pilot, captain, travel agent or other crew member.

INSURED PERSON IN ACTIVE SERVICE, EXERCISES AND MILITARY EXERCISES

146. The insurance cover is not valid at the time when the insured person is in the active service of the defense forces. Insurance also is not valid at participation in military exercises and exercises (including the activities of the National Defense League).

INSURED PERSON IN THE IMPRISONMENT INSTITUTION

147. The insurance cover is not valid at the time when the insured person is in the imprisonment institution as arrested, detained or imprisoned.

TERMINATION OF THE INSURANCE CONTRACT

148. Accident insurance contract is terminated:

148.1. upon payment of the insurance indemnity in the extent of the sum insured;

148.2. upon the death of the insured person.

149. If more than one person is insured with the same insurance contract, the contract expires only for those insured persons whose sum insured has been paid out or who have died.