Terms and Conditions of Supplementary Insurance against Permanent Incapacity for Work (PK’2012)

Accidents insurance and sickness insurance

This is translation. In case of dispute the Estonian language terms and conditions are valid.

1. General provisions

1.1. These terms and conditions of Supplementary Insurance against Permanent Incapacity for Work (hereinafter – Supplementary Insurance) form an inseparable part of the Life Insurance Contract entered into by and between the Insurer and the Policyholder.

1.2. The terms and conditions of Supplementary Insurance operate together with the terms and conditions of the Life Insurance Contract. Any terms and definitions which are not treated in or regulated by the terms and conditions of Supplementary Insurance shall be subject to the terms and conditions of Life Insurance.

1.3. Supplementary Insurance cover is in force only together with the Life Insurance cover 24 hours a day worldwide unless the insurance cover is suspended.

1.4. The Insurance Benefit in the case of Permanent Incapacity for Work is payable under the terms and conditions of Supplementary Insurance.

2. Definitions

2.1. Permanent Incapacity for Work shall mean a long-term non-transitional very severe health impediment caused to the Insured due to an accident or illness, which affects mental or physical abilities of the Insured, including the ability to work, provide self-care and integrate into society, and which results in the loss of working capacity of the Insured by 90% or more. The duration of Permanent Incapacity for Work must be at least 12 (twelve) months. Shorter periods of Permanent Incapacity for Work which in total last for 12 months are also regarded as such 12-month period of Permanent Incapacity for Work if interruptions between the periods do not exceed 30 calendar days.

2.2. Beneficiary shall mean a person, who is entitled to receive the Supplementary Insurance Benefit upon occurrence of the Insured Event. Unless it is agreed otherwise in the Contract, the Beneficiary shall be the Insured himself.

2.3. Insured shall mean a natural person, whose health state is being insured. In this Contract the Insured is the Policyholder himself.

2.4. Insured Event shall mean Permanent Incapacity for Work of the Insured of 90% or more which has been ascertained during the validity of the insurance cover by the competent state institution of the Republic of Estonia in conformity with the current legislation of the Republic of Estonia.

2.5. Insured Event Date shall mean the date, when the competent state institution made the decision on ascertaining Permanent Incapacity for Work of the Insured.

2.6. Supplementary Insurance Benefit shall mean the amount of money payable to the Beneficiary upon occurrence of the Insured Event.

2.7. Supplementary Sum Insured shall mean the amount of money which the Insurer shall disburse upon the Insured's loss of capacity for work. The Supplementary Sum Insured is equal to the Life Sum Insured unless otherwise agreed.

3. Supplementary Insurance Premium

3.1. Supplementary Insurance Premium shall mean the payment that the Policyholder has a duty to pay according to the Contract to the Insurer. The amount and composition of the Supplementary Insurance Premium are determined according to the Insurance Premiums Table.

4. Disbursement of Supplementary Insurance Benefit

4.1. The Insurer shall have a duty to pay the Supplementary Insurance Benefit upon occurrence of the Insured Event unless stipulated otherwise in the Supplementary Insurance.

4.2. Exclusions

4.2.1. The Insurer shall be exempt from the obligation to pay the Insurance Benefit in the case the Insured's Permanent Incapacity for Work is caused by:

4.2.1.1. health damage intentionally inflicted on oneself (self-harm) or attempt to commit a suicide;

4.2.1.2. the Insured driving a vehicle (land vehicle, water craft or aircraft) being under the influence of alcohol, narcotic, psychotropic or other intoxicating substances and the concentration thereof in the body exceeds the level stipulated in the legislation of the country where the accident takes place;

4.2.1.3. actions of the Beneficiary or the Insured with the intent to commit a criminally punishable act and the said fact has been certified with investigation and/or court institution documents;

4.2.1.4. Insured piloting any type of aircraft, except flights authorized by competent institutions on a fixed route carried by a licensed airline using a duly registered airplane;

4.2.1.5. parachuting (more than 50 (fifty) jumps during last year), bungee-jumping (more than 10 (ten) jumps during last year), mountaineering (higher than 4000 (four thousand) meters above sea level) or rock-climbing, diving (beyond 40 (forty) meters deep) or participating as a driver or crewman in any sport competition or trainings where powered motor vehicles are used;

4.2.1.6. a nuclear accident, weapons of mass destruction, warfare, participation of the Insured in mass riots or military operations (military training will not be considered as military operations);

4.2.2. The exclusions stated in clauses 4.2.1.4 and 4.2.1.5 of the Terms and Conditions shall not be applied if the Parties have agreed on it separately and a corresponding notation is made on the Policy.

4.2.3. The Insurer shall not return any paid Insurance Premiums if the Insured's Permanent Incapacity for Work is caused by the events stated in clause 4.2.1.

4.3. Procedure for calculation of Supplementary Insurance Benefit

4.3.1. The Supplementary Insurance Benefit is equal to the Supplementary Sum Insured, which was valid on the Insured Event date.

4.3.2. The Supplementary Insurance cover expires after
4.3.3. After payment of the Supplementary Insurance Benefit the Life Sum Insured is reduced by the paid Supplementary Insurance Benefit, and if the Life Sum Insured equals zero as a result of it, the Life Insurance Contract expires.

4.3.4. The Insurer shall refund the Insurance Premiums which have been prepaid by the date of the Insured Event to the Policyholder.

4.3.5. If the Insurer receives simultaneously claims on both the Life Insurance Benefit and the Supplementary Insurance Benefit, the Insurer shall first pay the Supplementary Insurance Benefit and then the Life Insurance Benefit.

4.4. Procedure for disbursement of Supplementary Insurance Benefit

4.4.1. The Beneficiary or the Insured must, personally or through any third party, notify the Insurer about the occurrence of the Insured Event without delay or as soon as possible.

4.4.2. To claim the Supplementary Insurance Benefit the Beneficiary or the Insured shall submit, personally or through any third party:

- an identification document;
- the Policy where requested so by the Insurer;
- documents issued by the competent state institution of the Republic of Estonia about the decision by which the Insured’s Permanent Incapacity for Work is certified and which provide information about the reason for certifying Permanent Incapacity for Work, the period of Permanent Incapacity for Work and the extent (percentage) of the loss of capacity for work;
- description of the state of health to establish disability (document submitted by the family physician or attending physician to the committee of the Social Insurance Board);
- copies of medical histories of the Insured;
- where requested so by the Insurer, an extract from the out-patient and/or in-patient card, which provides full diagnosis of the illness and the results of medical examination supporting the diagnosis;
- where requested so by the Insurer, documents of investigation institutions and/or the court about the cause and circumstances of the accident;
- other documents required by the Insurer.

4.4.3. The Insurer has the right to investigate the circumstances of possible Insured Event before paying the Supplementary Insurance Benefit. Where requested so by the Insurer, the Insured must undergo an additional medical examination by an expert selected by the Insurer.

5. Other terms and conditions of the Contract

5.1. Insurance period of Supplementary Insurance cover

5.1.1. The period of the Supplementary Insurance cover is 3 (three) years which begins at the date of entry into force of the Life Insurance Contract.

5.1.2. Upon expiry of the period specified in clause 5.1.1 of the terms and conditions of Supplementary Insurance, the Supplementary Insurance cover shall be prolonged automatically each year by another one-year period on the same terms and conditions, unless:

5.1.2.1. the Supplementary Insurance Benefit is paid out;
5.1.2.2. the Insurer or the Policyholder have notified each other of termination of the Supplementary Insurance or of the wish to amend the terms and conditions before the expiry of the insurance period of the Supplementary Insurance.

5.1.3. The Supplementary Insurance cover terminates at 24:00 on the day preceding the 60th (sixtieth) birthday of the Insured at the latest.

5.2. Amendment of Supplementary Insurance

5.2.1. The Insurer may unilaterally amend the terms and conditions (including to increase the Supplementary Insurance Premium) if any of the following circumstances change:

5.2.1.1. circumstances which are specified in the Contract as a basis for calculation of the Insurance Premium and which are beyond the control of the Parties;
5.2.1.2. legislation changing health care administration.

5.2.2. In addition to the provisions of clause 5.2.1, the Insurer may amend the terms and conditions according to applicable legislation.