

The terms and conditions of insurance for critical illnesses describe the principles governing insurance coverage and indemnification of losses. (Annex 1)

Integral parts of the insurance contract are the insurance policy (hereinafter **policy**), terms and conditions of health insurance and Annex 1 to these terms and conditions (“Terms and conditions of insurance for critical illnesses”).

Insurer is AS LHV Kindlustus (hereinafter **LHV**).

Policyholder is the company specified on the policy (hereinafter **policyholder**).

Insured or insured person is the person not older than 65 years old named in the insurance contract.

Insurer’s contacts

Client support

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Insurance loss adjustment

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Terms and conditions of insurance for critical illnesses

Terms and definitions

Indemnity is the amount which LHV will pay in the case of an insured event, based on what was agreed in the insurance contract.

Insured event is the initial contraction of the critical illness by the insured. A death resulting from a critical illness within 30 days of the diagnosis of the illness is not an insured event.

Insurance coverage is LHV's obligation, specified in terms and conditions of insurance contracts, to pay an indemnity and pay for medical care for the critical illnesses in the case of the insured events specified in the policy. Coverage starts three months after the conclusion of the insurance contract and is valid in the Republic of Estonia.

Insurance period is the time period specified in the policy during which insurance coverage is in force. The insurance period is one year unless specified otherwise in the policy.

Insurance policy is the document, issued by LHV, which substantiates conclusion of insurance contract. The insurance policy is sent to the insurer after the insurance contract is concluded, amended or the Insurance Period extended.

Sum insured is the maximum amount agreed in the policy which LHV will pay the insured an indemnity in the case of an insured event.

Critical illness is an illness or pathological condition specified in the list of critical illnesses and the diagnosis of which completely meets the requirements set forth in the list. The list of critical illnesses is the list of critical illnesses agreed in the insurance contract and Annexes thereto.

ICD-10 is the 10th version of the International Classification of Diseases.

CMT is the international classification of malignant tumours.

1. General

- 1.1. Annex 1 ("Terms and conditions of insurance for critical illnesses") is in force only in conjunction with the valid LHV terms and conditions of health insurance. If not specified otherwise in a given provision, terms are defined the same way in both Annex 1 and the terms and conditions of health insurance.

2. Validity of insurance coverage

- 2.1. Insurance coverage is LHV's obligation, specified in terms and conditions of the insurance contract, to pay an indemnity and pay for medical care for the critical illness in the case of the insured events specified in the policy.
- 2.2. Coverage starts three months after the conclusion of the insurance contract and is valid in the Republic of Estonia.
- 2.3. Insurance coverage expires in the following cases:
- the insured reaches 66 years of age;
 - occurrence of an insured event;
 - expiry of insurance contract;
 - cancellation of insurance contract.

3. Insured event and description of critical illnesses

- 3.1. Insured event is the initial contraction of the critical illness by the insured during the validity of the coverage.
- 3.2. Critical illnesses are the following on the basis of the conditions herein.
- 3.2.1. **Myocardial infarction**
- Myocardial infarction is damage to heart muscle caused by an ischemic disorder. The ICD-10 code for the diagnosis is I21.
- 3.2.2. **Stroke**
- A stroke is a cerebrovascular event which results in a neurological damage lasting over 24 hours, manifested in motor and sensory function disorder and general symptoms. The ICD-10 diagnosis codes are I60–I64.
- 3.2.3. **Malignant tumours**
- A malignant tumour is an illness characterized by proliferation and spread of malignant cells into healthy tissues. In situ tumours, precancerous cells, cervical dysplasia, cervical abnormalities CIN1–CIN3, early prostate cancer (code T1 in the CMT), basal cell and squamous skin cancer and melanoma less than 1.5 mm according to the Breslow scale or smaller than level III on the Clark scale are not insured events. The ICD-10 diagnosis codes are C00–C97.
- 3.2.4. **Dementia before the age of 60**
- Dementia is a neurodegenerative disease characterized mainly degradation of intellectual capacities. Dementia caused by other brain or systemic illnesses or psychiatric conditions is not an insured event. The ICD-10 diagnosis codes are G30 and F00.
- 3.2.5. **Kidney failure**
- Kidney failure is an illness caused by damage to the functioning of both kidneys and the need for kidney transplant or chronic dialysis as substitutive renal therapy. The ICD-10 diagnosis codes are N18 and N19.
- 3.2.6. **Parkinson's disease**
- Parkinson's disease is a condition that causes permanent loss of physical capabilities. The illness must be diagnosed according to valid diagnostic and treatment guidelines. Insured events are cases where the neurological impairment is such that the person is unable to dress or wash oneself for six months and has developed difficulties walking. The ICD diagnosis code is G20.

3.2.7. **Multiple sclerosis (MS)**

MS is a progressive central nervous system disease that damages the layer of myelin insulating brain and spinal cord neurons. The ICD-10 diagnosis code is G35.

3.2.8. **Organ or marrow transplant**

Organ or marrow transplants are surgical operations where a heart, kidney, liver, lung, marrow, pancreas, small intestine, face, hand or foot are transplanted. Transplants of other organs, body parts, tissues or cells are not an insured event.

3.2.9. **Loss of an extremity or function of extremity**

Loss of an extremity means loss of an entire limb or member. Loss of function of an extremity means a case that lasts over three months, which was diagnosed by a neurologist and which was caused by a brain or spinal cord disorder. The loss of an extremity or function of an extremity function due to self-injury or psychological disorder, and periodic or hereditary loss, is not considered an insured event.

3.2.10. **Loss of vision**

Loss of vision means total and permanent blindness that has lasted at least six months.

3.2.11. **Loss of hearing**

Hearing loss means the complete and irreversible damage to auditory capability in both ears as a result of the illness, and which cannot be restored by hearing aids. Hearing loss must be determined by audiometric examination and is characterized by hearing threshold of over 70 dB in the ear with better hearing at frequencies of 500, 1000 and 2000 Hz.

4. Disbursement of indemnity, conduct in case of insured event and compensation of costs of medical care

4.1. Disbursement of indemnity and compensation of costs of medical care

4.1.1. On the basis of the insurance contract, LHV pays the insured a one-time indemnity of 50% of the sum insured and compensates expenses on treatment of the critical illness to the health care service provider up to 50% of the sum insured. LHV does not compensate treatment costs that are subject to compensation or which are insured by the Estonian Health Insurance Fund.

4.1.2. If the critical illness cannot be treated in the Republic of Estonia, LHV shall under exceptional procedure compensate the costs of treatment outside the Republic of Estonia as well. The costs of medical care must be coordinated with LHV prior to the start of the treatment.

4.1.3. Following diagnosis of a critical illness, the insured shall submit the following documents in order to apply for the indemnity and compensation of costs of treatment:

- notice of insurance claim;
- extract from the insured's medical history, including a final diagnosis (from medical specialist);
- where applicable, information on the extent of treatment costs.

4.1.4. To decide on the disbursement of indemnity and to pay the costs of medical care, LHV is entitled to ask for additional data and documents, to make inquiries (such as to the attending physician and healthcare service providers) and if necessary to involve LHV's medical expert.

4.1.5. LHV makes the decision on indemnifying loss within 30 days of receiving all documents and data.

4.1.6. LHV pays the one-time indemnity of 50% of the sum insured within 3 business days of the decision on indemnity.

4.1.7. LHV is entitled to decline to pay the indemnity if it proves that the insured has intentionally submitted false or misleading information to LHV or failed to submit significant information related to important circumstances of the insured event.

4.1.8. The compensation for costs of medical care shall be paid within 3 business days of the decision on indemnity in regard to the corresponding costs and the submission of the medical care invoice substantiating the amount of necessary treatment costs.

4.1.9. An insurance indemnity paid out groundlessly must be refunded to LHV without delay.

5. Limitations and exclusions

- 5.1. Insured event is the initial contraction of the critical illness by the insured. A death resulting from a critical illness within 30 days of the diagnosis of the illness is not an insured event.
- 5.2. Persons who at the time of entering into the insurance contract had been diagnosed with the following illnesses are not covered by the insurance for critical illnesses:
 - 5.2.1. diabetes mellitus;
 - 5.2.2. AIDS or carrying HIV;
 - 5.2.3. a disease of the blood, kidneys or respiratory tracts liable to chronic flare-up;
 - 5.2.4. atherosclerosis;
 - 5.2.5. psychiatric and chronic severe disease of the nervous system
 - 5.2.6. hereditary disease if diagnosed prior to entering into the insurance contract.

In addition, the general exclusions specified in the Terms and Conditions of Health Insurance apply.

6. Oversight and resolution of complaints

- 6.1. Supervision over LHV's activity is performed by the Financial Supervision Authority, Sakala 4, 15030 Tallinn. The insured is entitled to lodge a complaint against LHV to the Financial Supervision Authority (tel. 668 0500, email info@fi.ee, website www.fi.ee). The Financial Supervision Authority does not resolve contractual dispute between LHV and the insured.
- 6.2. All disputes are resolved by agreement between the parties in accordance with the terms and conditions and the legal acts of the Republic of Estonia.
- 6.3. The extrajudicial bodies for resolving disputes are the conciliation body of the Association of Estonian Insurance Companies Mustamäe tee 46, 10621 Tallinn (tel. 667 1800, email lepitus@eksl.ee), and the Consumer Protection and Technical Regulatory Authority, Endla 10a, 10122 Tallinn (tel. 667 2000, email info@ttja.ee).
- 6.4. If agreement is not reached the parties have the right to turn to Harju County Court.