

The terms and conditions of accident insurance describe the principles governing insurance coverage and indemnification of losses.

Integral parts of the insurance contract are the insurance policy (hereinafter **policy**), terms and conditions of health insurance and Annex 2 to these terms and conditions (“Terms and conditions of accident insurance”).

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

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

Insured or **insured person** is the person named in the insurance contract.

Insurer’s contacts

Client support

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Terms and conditions of accident insurance.

Valid starting
01.12.2022

Terms and definitions

Insured event is an accident taking place during the insurance period, due to an injury as a consequence of which the insured develops a permanent disability within one year. Death resulting from an accident is not an insured event.

Insurance coverage is LHV's obligation as delimited by the terms and conditions of the insurance contract to pay an indemnity in the event of insured events specified in the policy. The insurance coverage applies 24 hours a day and 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 substantiating conclusion of the insurance contract. It is issued by LHV. 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. The percentage of the payment of the sum insured depends on the degree of severity of the permanent disability. Degrees of severity are described in the terms and conditions of accident insurance.

Accident is an unexpected bodily injury caused by an external influence, due to an injury sustained as a consequence of which the insured person develops a permanent disability within one year.

1. General

- 1.1. Annex 2 ("Terms and conditions of accident insurance") 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 2 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 in the case of the insured events specified in the policy. Insurance coverage is valid 24 hours a day and in the Republic of Estonia.

Insurance coverage expires in the following cases:

- disbursement of indemnity;
- expiry of insurance contract;
- cancellation of contract.

3. Insured event, conduct in case of insured event and disbursement of indemnity

- 3.1. An insured event is an unexpected accident that occurs during the validity of the insurance period and caused by an external influence, causing an injury that results in the insured developing a permanent disability within one year.
- 3.2. Poisoning caused by e.g. chemical, gas, steam or toxic plants and occurring independently of the intent of the insured is also considered an insured event.
- 3.3. The basis for determining the existence and magnitude of the permanent disability is the state of the insured person's health at a point when one year has passed since the accident.
- 3.4. An insured event is not death occurring due to an accident or the occurrence of a permanent disability later than one year after the accident.
- 3.5. In the case of an insured event, LHV pays an indemnity to the insured as a one-time payment, the amount of the payment being calculated as a percentage of the sum insured.
- 3.6. An indemnity is paid by LHV on the basis of a permanent disability caused by accident.
- 3.7. If the degree of severity of the permanent disability sustained by the insured is not described in the terms and conditions of Health Insurance or Annex 2 thereto, LHV shall make the decision on indemnity based on descriptions for similar kinds of injuries and degrees of severity.
- 3.8. The total insurance indemnity paid out for multiple insured events within an insurance year can amount to 100% of the sum insured. The amount of indemnity paid out for several injuries sustained in the context of a single insured event may be up to 100% of the sum insured.
- 3.9. The insured shall submit the following documents for applying for the indemnity:
- notice of insurance claim;
 - extract from the insured's medical history, including a final diagnosis (from medical specialist);
 - document confirming the existence of a permanent disability.
- 3.10. To decide on the disbursement of indemnity, 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.
- 3.11. LHV makes the decision on indemnity within 30 days of receiving all documents and data. Disbursements of indemnity are made by LHV within 3 business days of the decision on indemnity.
- 3.12. LHV is entitled to decline to pay 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.
- 3.13. An insurance indemnity paid out groundlessly must be refunded to LHV without delay.

4. Limitations and exclusions

4.1. It is not an insured event if the accident befell the insured due to an activity specified in the following list or having a similar level of risk as any of said activities or if the insured works in any of the high-risk professions specified in clause 14.3.

4.1.1. Competitive sport and professional sport activity

Competitive sport does not include public running races and other comparable mass sport events.

4.1.2. High-risk activity:

- off-piste snowboarding and downhill skiing;
- heliskiing and heli-snowboarding;
- solo diving, night-time diving, diving in shipwrecks and diving in underwater caves;
- boating down a waterfall and solo boating in an isolated area;
- water motor sport (jet skis and on any sort of towed apparatus) and white-water activity;
- aviation sport, including delta and paragliding, sailplane use and ballooning;
- hiking higher than 4500 m above sea level, rock climbing outside routes with fixed protection;
- diving to a depth of a more than 40 m;
- solo hiking in an isolated area;
- downhill cycling, bicycle stunts, BMX stunt bike riding, skateboard stunts and freeride;
- skydiving and bungee cord jumping;
- competitive sledding, ski jumping and downhill event;
- martial arts and self-defence.-related areas, including karate, judo, boxing, kickboxing, Muay Thai and wrestling;
- car and motorcycle racing, use of ATV or motorcycle off roads and participation in motor vehicle practices, testing, rally racing, go-carting, snowmobiling and motorcycle sport.

4.1.3. High-risk professions:

- professional stuntman;
- miner and drilling rig worker;
- diver;
- ship or aircraft crew member;
- police, security guard, rescuer and bomb defuser;
- Defence Forces active-duty member and border guard;
- combatant in warfare, participant in military exercises and rehearsals, and participants in military missions, including observers or persons performing other work;
- any person engaged in work, profession or activity where the insured person carries or uses a weapon or handles explosives.

4.1.4. Other:

- tick or insect (e.g. bee, wasp) bite;
- miscarriage and childbirth and complications resulting therefrom;
- if the accident was caused or contributed to by a medical procedure, such as vaccination and operations. The exclusion does not apply if the medical procedure was necessitated by the accident described on the basis of the terms and conditions of accident insurance.

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

5. Description of degrees of severity of permanent disability

Nervous system	Percentage of the sum insured specified in the insurance contract
Monoparesis (upper, lower)	30
Hemiparesis and/or paraparesis	40
Tetraparesis, loss of coordination, dementia	70
Monoplegia	60
Hemiplegia, paraplegia or tetraplegia; decortication syndrome	100
Disorders of pelvic organs	70
Severed radial, ulnar or median nerve at forearm and/or wrist level; severed tibial or peroneal nerve at lower leg or ankle	10
Two or more severed nerves at forearm and/or wrist joint level; severed tibial nerve or peroneal nerve at lower leg and/or ankle joint level	20
One severed nerve at humeral or femoral level I	25
Two or more severed nerves at humeral or femoral level	50
Visual organs	
Paralysis of accommodation in one eye	15
Hemianopsia, traumatic strabismus caused by injury to the eye muscles, ptosis, diplopia, tunnel vision	15
Pulsating exophthalmos of one eye	20
Total loss of vision in one eye	50
Total loss of vision in sole eye	100
<i>The magnitude of the injury is determined three months after the insured event on the basis of a medical certificate completed in follow-up examination</i>	
Auditory organs	
Absence of at least half of earlobe or change in earlobe's external shape by at least one-half due to trauma	10
Complete absence of earlobe	20
Loss of auditory acuity (threshold over 70 dB)	10
Deafness in one year	25
Deafness in both ears	50
<i>The magnitude of the injury is determined three months after the insured event on the basis of a medical certificate completed in follow-up examination</i>	
Respiratory organs	
Partial pneumonectomy (lobe or part of lung)	20
Pneumonectomy, one lung	35
Injuries to larynx and trachea with constant need for tracheotomy intubation	20

Digestive tract	
Lingulectomy, distal 1/3	15
Lingulectomy, distal 2/3	30
Full lingulectomy	60
Oesophageal stricture (only liquid food)	40
Oesophageal obstruction (gastrostomy)	60
Oesophageal colostomy	75
Partial hepatectomy (resection)	15
Splenectomy	10
Gastrectomy	60
Reproductive and urinary organs	
Nephrectomy, one kidney	10
Nephrectomy, one kidney	40
Reduction in bladder volume	10
Toxic glomerulonephritis, urinary stricture	25
Traumatic toxicosis, crush syndrome, chronic kidney failure	30
Urinary obstruction, fistulas of urinary/reproductive organs	40
Hysterectomy in a patient 50 and younger	50
Hysterectomy in a patient 51 and older	10
Penectomy and bilateral orchiectomy	50
Bilateral ovariectomy, salpingectomy	30
Bilateral orchiectomy, partial penectomy	30
Spinal column	
Total immobilization of cervical vertebrae due to fracture	25
Shoulder joint	
Ankylosis of shoulder joint	25
Non-union after fracture of upper arm	30
Amputation of upper arm	75
Amputation of sole upper limb	100
Elbow joint	
Ankylosis of elbow joint	20
Amputation of lower arm	65
Amputation of lower arm of sole limb	100
Ankylosis of wrist joint	20
Amputation of all fingers or hand	55
Amputation of sole hand	100

Fingers	
Ankylosis of thumb	10
Ankylosis of finger	5
Amputation of thumb	20
Amputation of index finger	15
Amputation of third, fourth or fifth finger	5
Amputation of metacarpal	5
Pelvis and hip	
Hemipelvectomy	75
Ankylosis of hip joint	30
Thigh	
Non-union after femoral fracture	25
Amputation of thigh	65
Amputation of thigh of sole limb	100
Knee	
Ankylosis of knee joint	15
Amputation of lower leg	50
Amputation of lower leg of sole limb	100
Ankle	
Ankylosis of ankle	20
Amputation from the ankle	40
Foot	
Ankylosis of foot	10
Amputation of foot	20
Toes	
Amputation of big toe	10
Amputation of 1 st , 2 nd , 3 rd or 4 th toe	5

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.