

# HEALTH INSURANCE

## Terms and Conditions № 3.2.-1.

**APPROVED BY**  
**AAS „BTA Baltic Insurance Company” 02.01.2018. Management Board Decision**  
**No LVB1\_0002/02-03-03-2018-1**

**Translation. The text in Estonian language prevails over the translation.**

**Estonian Branch of „BTA Baltic Insurance Company” AAS** concludes health insurance contracts on the basis of these terms and conditions.

<b>CONTENTS</b>	<b>pg</b>
1. TERMS USED IN THESE TERMS AND CONDITIONS .....	1
2. INSURANCE OBJECT .....	2
3. INSURANCE COVER.....	2
4. EXCEPTIONS .....	3
5. OBLIGATIONS OF THE INSURED .....	4
6. INSURANCE INDEMNITY .....	5
7. PERSONAL DATA PROCESSING .....	5
8. OTHER PROVISIONS .....	6

### **1. TERMS USED IN THESE TERMS AND CONDITIONS**

**BTA** – „BTA Baltic Insurance Company” AAS branch in the Republic of Estonia or an Insurer.

**Insured** – Natural person specified in an insurance contract.

**Policyholder** – A legal entity who has an insurable interest and concludes an insurance contract with BTA.

**Insurable interest** – The interest of the Policyholder to insure health of the Insured against a specific insurable risk.

**Insurance contract** – An agreement between BTA and a Policyholder about Insured persons health insurance. Insurance contract consists of:

- Insurance application;
- Insurance policy;
- Actual conditions;
- Additional conditions;
- Programs description;
- Insurance card;
- Other agreements between the Policyholder and BTA.

**Insurance indemnity** – The amount of money that shall be paid out in compensation for damage caused by an insured event.

**Insurable event** – An event, in case of occurrence an Insurance indemnity is provided in accordance with the Insurance contract.

**Sum Insured** - The amount indicated in Insurance contract that the health of each Insured is insured for, and which is the maximum amount to be paid out as Insurance indemnity upon occurrence of an Insurable event.

**Insurance period** – The period of time specified in Insurance contract when the insurance cover under Insurance contract is in effect.

**Insurance programme** – A list and extent or determined percentage of compensation of healthcare services established in Insurance contract, payment of which is ensured by BTA.

**Insurance policy** – A document verifying the conclusion of an insurance contract, issued by BTA.

**Insurance premium** – Provided by the Insurance agreement and paid by the Policyholder payment for the Insurance coverage.

**Insurance Card** – An individual card of standard form, developed by BTA, issued to each Insured that certifies that health of the Insured is insured.

**Medical institution** – A health care institution, company and doctor practice registered with the Estonian Register of Health-Care Institutions, Companies and Practices.

**Contractual Institution of BTA** – Medical institution, sports institution, a store of optical appliances and drugstore that has signed a cooperation agreement with BTA for providing certain services. The updated list of institutions, cooperating with BTA, is published on BTA website [www.bta.ee](http://www.bta.ee). During the effective period of the Insurance contract, the Insurer shall be entitled to perform unilateral amendments to this list; the respective amendments shall be binding as of the moment of posting on the BTA website [www.bta.ee](http://www.bta.ee)

**Limit** – Percentage to the amount of which BTA shall cover the expenses for received services, or the number of compensated services, within the framework of which are compensated the expenses for services received by the Insured upon occurrence of an Insurable Event.

## **2. INSURANCE OBJECT**

---

**2.1.** Insurance object is the health of the Insured.

## **3. INSURANCE COVER**

---

### **INSURANCE COVER**

**3.1.** Insurable Event has occurred and Insurance indemnity shall be paid to compensate the Insured for expenses for received services:

**3.1.1.** concerning the health of the Insured;

**3.1.2.** in accordance with Insurance programmes included in Insurance contract;

**3.1.3.** not exceeding the Sum Insured and the Limit;

**3.1.4.** within the Republic of Estonia and the Insurance period in the Insurance contract;

**3.1.5.** in a medical institution, registered in the Register of Medical Institutions, and for services received from a medic, registered in the Register of Medical Staff, sports institution, a store of optical appliances or drugstore;

**3.1.6.** that are included in the Database of medical technologies applicable for medical treatment of the Estonian Health service, as well as procurement of optical appliances, medication or sports classes.

### **INSURANCE COVER TAKING EFFECT**

**3.2.** The insurance agreement deemed to be concluded from the moment the Insurance payment or its first part has been paid.

**3.3.** The insurance premium is deemed to be paid when the amount is credited to the bank account of the Insurer or is paid to the representative of the insurer in cash or by payment card.

**3.4.** If the Policyholder pays the insurance premium for a current period based on issued policy, the parties will consider this as policyholder's agreement with the policy. If the policy differs from the insurance quotation, it will be the information and agreements set out in the proposal that will be deemed valid and true.

### **OVERDUE INSURANCE PREMIUM PAYMENT**

**3.5.** In case the Insurance Premium or its first instalment has been paid after the payment term specified in the Insurance contract, the insurance Coverage under the insurance contract shall be suspended from the moment when the premium or the first instalment was due. According to the terms of this insurance contract, the insurance events occurring during the suspension of the insurance contract shall not be considered insurance cases. If a premium or a first instalment is not made within 14 (Fourteen) days after the award of the insurance contract, the contract shall be terminated after the passing of the abovementioned date.

### **OCCURRENCE OF A POTENTIAL INSURABLE EVENT AFTER AN OVERDUE PAYMENT OF INSURANCE PREMIUM**

**3.6.** If a policyholder is late in paying the next insurance premium (instalment) and has not paid the subsequent premium within the additional period appointed by BTA, BTA will be relieved of their obligation to fulfil the insurance contract in relation to insurance events, which occur after the additional period.

## **4. EXCEPTIONS**

---

### **GENERAL EXCEPTIONS**

- 4.1.** The matters listed below shall not be regarded an Insurable Event and the expenses incurred thereof shall not be compensated:
- 4.1.1.** that the Insured has incurred due to a force majeure, it is, an extraordinary occasion that the Insured could neither predict nor avert, (for instance, natural disaster, terroristic acts, revolts, strikes, other mass insurgencies, wars);
  - 4.1.2.** the result of self-treatment, use of medication or narcotic substances, the use of which is not required from the healing aspect and they have not been prescribed by the patient's doctor for this particular case;
  - 4.1.3.** in case the Insured has deliberately damaged his health, which includes attempting a suicide;
  - 4.1.4.** caused as a result of consumption of alcohol, narcotic and psychotropic substances. Diagnostics and treatment of alcoholism, drug addiction (drug addiction and solvent abuse), as well as services rendered to identify presence of alcohol, narcotic and toxic substances in organism;
  - 4.1.5.** that the Insured has incurred while conducting illegal activity, legal violation, or committing a criminal offence or taking part in it;
  - 4.1.6.** that the Insured has incurred due to a pandemic. Pandemic for purposes of these Terms and Conditions is spreading of an infectious disease to a scale exceeding a level of morbidity inherent to a particular area, or emergence and intensive spreading of a disease in an area that it has not been registered previously, affecting broad geographic areas or continents, and a statement thereof has been made by the competent institution of the Republic of Estonia.

### **EXPENSES NOT REIMBURSED, UNLESS SPECIFIED OTHERWISE IN THE INSURANCE CONTRACT**

- 4.2.** Unless the concluded Insurance contract does not directly and explicitly specified otherwise, the following shall not be considered an Insurable Event and the expenses related thereto shall not be reimbursed:
- 4.2.1.** cosmetic services and treatment (e.g., photothermolysis, intense pulsed light therapy, cryotherapy), aesthetic surgical operations and services, including treatment of benign skin growths (e.g., moles, papillomata, warts, keratosis), laser surgical, invasive and aesthetic dermatology, plastic, reconstructive and bariatric surgery, weight loss programmes, hydrocolonotherapy, seborrhoea treatment, lymphatic drainage, vacuum massage, radio-wave therapy, consultations and services of a podiatrist, foot care services;
  - 4.2.2.** vision correction operations performed using laser technology, corneal refractive therapy, organ transplantation operations, vein operations, sclerotherapy and paid services, including improved services regarding operations and pay services not covered under the Terms and Conditions of the concluded Insurance Contract;
  - 4.2.3.** expenses for acquisition of optical products, ancillary equipment (e.g., corsets, braces, elastic bandages, plaster, compression stockings, orthopaedic insoles, sanitary sets), tissue substitute materials used in operations (e.g., implants, prosthesis, meshes etc.);
  - 4.2.4.** treatment of health disorders caused by hepatitis C and chronic virus hepatitis, diagnostics and treatment of Hansen's disease, genetic tests;
  - 4.2.5.** diagnostics and treatment of health problems caused by sexually transmitted diseases, including ureaplasma, HIV and AIDS, spirochete and Chlamydia infections;
  - 4.2.6.** fungal diseases, bird and swine flu;
  - 4.2.7.** early medical examinations for drivers;
  - 4.2.8.** immunoglobulin therapy, intravenous and organ laser therapy (for example, treatment of incontinence), autohemotherapy (e.g., PRP injections), barotherapy, Orthokine injections, intraocular injections;
  - 4.2.9.** consultations and services of a psychologist, psychotherapist, psychiatrist, narcologist, hypnologist, sexopathologist, andrologist, geneticist, speech therapist, phoniatriest, trichologist, osteopath, osteoreflexotherapist, technical orthopaedist and prosthetist, ergotherapist, sports doctor, physiotherapist, physical and rehabilitation therapist, chiropractician, dietician, nutrition specialist, homeopath, dentist and dermatologist, cosmetologist and beautician;
  - 4.2.10.** unconventional medicine services (e.g., needle therapy, iridodiagnostics, bio-magnetic resonance, electropuncture), complementary medicine services, use of biofeedback method;
  - 4.2.11.** paid services pertaining to pregnancy, foetal diagnostics, labour;
  - 4.2.12.** family planning related services (for instance, contraception, infertility diagnostics and treatment, artificial fertilization, genetic examinations), termination of pregnancy without medical indications;
  - 4.2.13.** diagnostics and treatment of inborn pathologies, degenerative diseases and mental illnesses;

- 4.2.14. general massage, prostate or gynaecological massage, general body diagnostics, polysomnography, examination and treatment of sleep disorders, ambulatory rehabilitation services in in-patient hospitals or rehabilitation centres, staying overnight in a day hospital;
- 4.2.15. capsule endoscopy;
- 4.2.16. treatment of diseases included in the state funded healthcare programme within the scope of paid services;
- 4.2.17. payments for selecting a doctor to surgeries;
- 4.2.18. services received in a medical institution not registered with the Medical Establishments Register and from a person not registered with the Medical Staff Register;
- 4.2.19. services prescribed without medical indications, as well as expenses for general prophylactic health inspections (check-up, etc.), palliative care, social care;
- 4.2.20. educational informative classes, lectures or training sessions;
- 4.2.21. staying of a relative or a close person of the Insured in in-patient clinic;
- 4.2.22. services included in pre-surgical and post-surgical care contracts.

## **5. OBLIGATIONS OF THE INSURED**

### **OBLIGATION TO PROVIDE INFORMATION**

5.1. An obligation of the Policyholder and the Insured at concluding Insurance contract is to provide all information, requested by BTA, and that is necessary for Insurance contract conclusion and execution.

### **POLICYHOLDER'S OBLIGATIONS AFTER CONCLUDING INSURANCE CONTRACT**

5.2. After concluding Insurance contract, the Policyholder has an obligation:

- 5.2.1. to inform the Insureds about the conclusion of the Insurance contract in their favour and introduce them with Insurance programmes and Terms and Conditions of the Insurance contract, and to explain them their rights and obligations under the Insurance contract;
- 5.2.2. to pay the Insurance Premium within the amount and term specified in the Insurance contract.

### **INSURED'S OBLIGATIONS DURING INSURANCE CONTRACT**

5.3. Obligations of the Insured are:

- 5.3.1. to take care of maintaining his health, while following the treating doctor's instructions in case of illness;
- 5.3.2. to deny another person the option to use the Insured's Insurance Card, and in case the Insurance Card gets lost, immediately, as soon as possible, to notify BTA thereof;
- 5.3.3. prior to accepting a service in a BTA's Contractual Institution, present the BTA Insurance Card and the Insured's identity document;
- 5.3.4. to keep track, including requesting information from BTA, of the amount of the disbursed Insurance indemnity, so that it did not exceed the Sum Insured and Limit specified in the Insurance contract;
- 5.3.5. to adhere to the terms and obligations specified in any other document of the Insurance contract, for instance, descriptions of Insurance programmes and Additional provisions.

### **INSURED'S OBLIGATIONS WHEN A POTENTIAL INSURABLE EVENT OCCURS**

5.4. To have BTA disburse the insurance indemnity for the received services, for which the Insured paid from own funds, the Insured shall immediately, as soon as it has become possible, but not later than within 90 (ninety) days after receiving the service, to submit to BTA:

- 5.4.1. written application in a replicable form;
- 5.4.2. the original copy of payment or its copy certified by the Insured, containing the following information specified: service provider, service recipient, service name and its brief description, number, price, receipt date;
- 5.4.3. other documents requested by BTA about services received by the Insured so that BTA could identify the circumstances pertaining to the Insurable Event or determine the amount of the Insurance indemnity to be disbursed.

### **OBLIGATIONS IN CASE OF LOSS, DAMAGE OF INSURANCE CARD**

5.5. The Policyholder or the Insured are be obliged to inform BTA, if:

- 5.5.1. the Insurance Card has been lost or stolen.
- 5.5.2. the Insured's data printed on the Insurance Card have changed (for instance, in case the surname is changed).

## **FAILURE TO COMPLY WITH OBLIGATIONS**

**5.6.** In case the Policyholder or the Insured due to malicious intent or gross negligence has failed to perform any obligation specified in these Terms and Conditions or other Insurance contract documents, then BTA is entitled to reject in payment of Insurance indemnity.

BTA may reduce the Insurance indemnity, but not more than by 50% (fifty per cent), if the Policyholder or the Insured has failed to perform any obligation specified in these Terms and Conditions or other Insurance contract documents due to negligence.

## **LIABILITY OF THE POLICYHOLDER AND THE INSURED**

**5.7.** The Insured is liable for the Insured's compliance with the provisions of the Insurance contract. Upon receipt of a respective claim from BTA, the Insured shall, no later than within 10 (ten) business days, refund BTA the amounts BTA will have paid to the BTA's Contractual Institution for the services received by the Insured:

- 5.7.1.** exceeding the Sum Insured specified in the Insurance contract;
- 5.7.2.** exceeding the Limit specified in the Insurance contract, including the quantity of compensated services;
- 5.7.3.** that are not compensated under the concluded Insurance contract;
- 5.7.4.** that are received after expiry of Insurance contract or Insurance card for any reasons.

## **RIGHTS OF THE INSURED**

**5.8.** The Insured is entitled:

- 5.8.1.** to receive information and consultations within his insurance agreement, calling BTA Customer support service: 56 868 668;
- 5.8.2.** in case the Insurance card gets lost or damaged, to receive a new Insurance card;
- 5.8.3.** to receive the services, included in the Insurance agreement, from the contractual institutions of BTA;
- 5.8.4.** to receive indemnity for the services, included in the Insurance agreement, for which the Insured has paid from his/her own funds;
- 5.8.5.** to receive a written explanation of rejection to disburse full or partial amount of insurance indemnity.

## **BTA'S OBLIGATIONS**

**5.9.** BTA is obliged to:

- 5.9.1.** produce the Insurance Card and issue it to the Policyholder;
- 5.9.2.** in case of Insurable Event, disburse Insurance indemnity in line with Insurance contract Terms and Conditions;
- 5.9.3.** upon request of the Insured, inform about the balance of the Sum Insured or Limit;
- 5.9.4.** to process the personal data in accordance with the current legislation. BTA is also entitled to receive information about a policyholder from state authorities processing personal data and the debtor register, if deemed necessary by BTA.

## **6. INSURANCE INDEMNITY**

---

### **INSURANCE INDEMNITY DISBURSEMENT PROCEDURE**

**6.1.** BTA shall disburse Insurance indemnity:

- 6.1.1.** to Insured or a person who has paid for services rendered to the Insured;
- 6.1.2.** to BTA's Contractual Institution for services rendered to the Insured, which the Insured or another person have not paid for.

## **7. PERSONAL DATA PROCESSING**

---

**7.1.** Upon concluding Insurance contract, the Policyholder confirms that:

- 7.1.1.** He agrees the right to process the personal data in line with legislation for performing the Insurance contract, if the policyholder has submitted an application for conclusion of the insurance contract and conclusion of the contract requires performance of those procedures  
BTA is also entitled to receive information about a policyholder from state authorities processing personal data and the debtor register, if deemed necessary by BTA.
- 7.1.2.** allows BTA to process his personal data for the needs of preparing and sending special offers of BTA.

**7.2.** The Policyholder and the Insured are entitled to reject processing of their personal data by informing BTA in a written form.

## **8. OTHER PROVISIONS**

---

### **INFORMATION CONFIDENTIALITY**

**8.1.** Parties shall not disclose the Terms and Conditions of the Insurance contract and the confidential information received under the Insurance contract regarding parties to the Insurance contract or third parties, as well as not to use it contrary to the interests of other parties to the Insurance contract, except for cases defined in legislative enactments of the Republic of Estonia. BTA is entitled to provide the Insurance contract related information to experts, reinsurers, as well as to keep it in BTA databases.

### **DISPUTE SETTLEMENT PROCEDURE**

**8.2.** All disputes arising between the Insurance contract parties, shall be settled by way of negotiation. If mutual consent cannot be thus reached, any dispute arising from the Insurance contract shall be settled by the Harju County court in accordance in line with the legislation current in the Republic of Estonia.

**8.3.** The Policyholder and the Insured are not entitled to assign to any third parties any rights to claim under the insurance contract, including the existing or potential.

### **DOCUMENT PRIORITY**

**8.4.** Should any contradiction be found between Insurance contract documents, the Terms and Conditions of the Insurance programme should be binding to parties.

### **APPLICABLE LEGISLATION**

**8.5.** For a settlement of dispute Parties of the agreement have the right to refer to the conciliatory authority, functioning in the Republic of Estonia.

The contractual relations under Insurance contracts shall be handled by applying the legislation of the Republic of Estonia.

**8.6.** These Terms and Conditions shall apply to Insurance contracts concluded as of 02 January 2018, unless parties have agreed otherwise in the Insurance contract.