

# EMPLOYERS LIABILITY INSURANCE

## CONDITIONS GL 2018.5

**Confirmed by AAS „BTA Baltic Insurance Company“ Management Board decision**

**No LVB1\_0002/02-03-03-2018-107, confirmed 28.08.2018.**

**Being effective from: 01.10.2018**

AAS "BTA Baltic Insurance Company" Estonian branch concludes liability Insurance contracts under present terms which can be found at: [www.bta.ee](http://www.bta.ee).

### **1. APPLICATION OF THE TERMS**

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- 1.1.** These terms and conditions are a part of the voluntary liability Insurance contract concluded with BTA, in which an Insurance object is an Insured person as an employer civil liability arising in connection with an accident at work.
- 1.2.** These terms and conditions apply to a compulsory liability Insurance contract only if the respective agreement is indicated in the Insurance policy.

### **2. INSURANCE EVENT**

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- 2.1.** The Insurance event is the occurrence of an accident at work during the Insurance period, which results in the Insured person having a statutory obligation to compensate losses done to the Injured party.  
BTA compensates Personal injury to the extent specified in the Insurance contract and in case of work accident also consequential property damage within sub limit up to 1 000 EUR per Insurance period, to indemnify to the Injured party private items (e.g. personal phone, personal clothing, etc.) damaged during work accident.  
Damage caused to the employer's items (uniforms, business phones, etc.) is not compensated.
- 2.2. Work accident** - is a Personal injury, taken place while Third party performing a task given by the Insured person or performing some other work operation at the permission of the Insured person, during a break or some other time when acting on behalf of the employer.
- 2.3. Injured party** - is a person who is in an employment or service relationship with the Insured person, a pupil or student undergoing practical training, a member of the management board or any other management body substituting the management board, and a procurator. In case of death of the person specified previously, a dependent of the deceased or persons who have incurred funeral expenses considered as Injured party.
- 2.4.** The terms of the Insurance contract (Sum insured, Deductible, Insurance conditions) are determined according to the Insurance period when the accident at work occur.

### **3. DEADLINE FOR SUBMISSION OF CLAIMS**

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- 3.1.** BTA indemnifies the claims arising from the Insurance event which have been submitted to the BTA during Insurance period or within 3 years at the latest after the end of the Insurance period when the accident at work occur.
- 3.2.** Upon entering into an Insurance contract, an extended claims reporting period may be agreed. The purpose of the extended claims reporting period is to ensure the Insured person's Insurance cover if the Injured party submits the claim within 3 years after Insurance period.
- 3.3.** Upon entering into an Insurance contract, a retroactive Insurance period may be agreed. The purpose of the retroactive Insurance period is to provide the Insured person with an Insurance cover against losses caused to the Injured party before the conclusion of the Insurance contract and which the Policyholder or Insured person was not aware at the time of the conclusion of the Insurance contract.
- 3.4.** An extended reporting period and a retroactive Insurance period coverage agreement are indicated in the Insurance policy.

### **4. EXCLUSIONS**

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If the BTA and the Policyholder have not agreed otherwise, in addition to the exclusions set out in the liability insurance general conditions, the following exclusions apply:

- 4.1. Legitimate increased liability** – BTA does not have the obligation to compensate statutory excess of the compensation provided under the law of obligation, which the employer must pay on the basis of the law for the death of the employee, injury or harm to health (for example, benefits provided by the Security Act, the Rescue Act etc.).

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- 4.2. Leased out labor force** - These Insurance conditions are not covered civil liability of the employer of the hire work (an employer who directs his employees to the user's place of business).
- 4.3. Lack of health insurance coverage** – If the Injured party did not have health insurance cover due to non-fulfillment of employers obligations (social security tax, etc.), BTA will not compensate losses to the extent that the injured person would receive medical assistance or compensation under the Health Insurance Act.
- 4.4. Worker's motor vehicle** - BTA shall not indemnify damage to the motor vehicle owned or used by the employee.
- 4.5. Occupational disease** - BTA shall not indemnify if losses is related to occupational diseases. Occupational disease include diseases which are brought about by risk factors present in the working environment and included in the list of occupational diseases, or the nature of the work. The list of occupational diseases shall be established by the Minister of Social Affairs
- 4.6. Work-related illness** – BTA shall not indemnify if losses is related to work-related illness. Work-related illness is a disease caused by an occupational hazard, which is not considered an occupational disease.