

HEALTH CARE PROVIDER LIABILITY INSURANCE

CONDITIONS PI 2018.3

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.

1. APPLICATION OF THE TERMS

- 1.1.** These terms and conditions are a part of the voluntary liability Insurance contract concluded with BTA, in which an Insurance object is the Insured person's professional civil liability arising from Insurance event in relation to the health care services indicated in the Insurance contract.
- 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

- 2.1.** The Insurance event shall be violation of obligations related to the health care services indicated in the Insurance policy during the Insurance period that occurred unexpectedly and unforeseeably during the Insurance period or 3 years after the end of the Insurance period and caused personal injury or property damage to the Injured party.
- 2.2.** The terms of the Insurance contract (Sum insured, Deductible, Insurance conditions) are determined according to the Insurance period when the violation of obligations happened.

3. DEADLINE FOR SUBMISSION OF CLAIMS

- 3.1.** BTA indemnifies the claims arising from the Insured event which have been submitted to the BTA during Insurance period or within 3 year at the latest after the end of the Insurance period when the violation of obligations happened.
- 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

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. Product liability** – BTA shall not indemnify the loss for which the Insured person is liable as seller or manufacturer.
- 4.2. Activity not stated in the policy** - BTA shall not indemnify losses related to activity which is not stated in the Insurance policy.
- 4.3. Up keeping the premise's or, building** - BTA shall not indemnify losses arising from the building or its use.
- 4.4. Violation of documentation and information obligations** – The Insured person must keep in writing or in electronic form the information to whom, when and with what content the health care was provided. The Insured person must inform the patient and fix the patient's consent for the provision of health care in accordance with the requirements specified in the legislation. BTA shall not indemnify losses related to the breach of the documentation and notification obligations.
- 4.5. Pregnancy** – BTA shall not indemnify losses in connection with the provision of treatment or the provision of services related to the generation or prevention of pregnancy, including childbirth, sterilization operations, artificial insemination and abortion, as well as losses caused during the home birth.

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- 4.6. Aesthetic surgery** – BTA shall not indemnify losses resulting from the provision of any service related to plastic surgery or aesthetic surgery, except for rehabilitation surgery performed to reduce or eliminate physical injury (deformation) due to accident. Claims due to patient's dissatisfaction with the aesthetic result achieved with health care not indemnified.
- 4.7. Implants** - BTA shall not indemnify losses due to implants.
- 4.8. Weight loss treatment** – BTA shall not indemnify losses which is caused by using medical services for weight loss, incl. to reduce weight gain, surgical treatment.
- 4.9. Providing healthcare outside the workplace** – BTA shall not indemnify losses resulting from the pursuit of an professional activity by a healthcare professional outside of working hours, work place and in inadequate conditions
- 4.10. Gene damage** – BTA shall not indemnify losses caused by genetic damage, genetic manipulation or cloning.
- 4.11. Clinical trial** - BTA shall not indemnify losses due to trial of medicinal product, treatment or medical device.
- 4.12. Activities outside of health care services** – BTA shall not indemnify losses which are not related to health care services. For example, losses due to catering or accommodation services is not compensated.