

**SUPPLEMENTARY INSURANCE TERMS AND CONDITIONS ADB'18:****ACCIDENTAL DISABILITY**

**These Supplementary Insurance Terms and Conditions are applicable with the Traditional Life Insurance General Terms and Conditions TL'18 and unit linked insurance terms and conditions UL'18.**

Valid as of: 31.08.2018

Type of Insurance: **Supplementary Accidental Insurance**

**Insured Event**

1. An insured event shall mean an accident that occurs to the Insured while the insurance coverage is valid, if, due to the bodily injuries suffered during the said event, during one year, the Insured acquires a disability, which satisfies the conditions listed in Annex no. 1.

A *d i s a b i l i t y* shall be considered the loss of body organs or the unrecoverable loss of their function, as listed in Annex no. 1 to these Supplementary Insurance Terms and Conditions.

An *a c c i d e n t* shall be considered any sudden, unexpected event, the time and place of which can be established and during which an external physical force (including chemical, thermal, toxic gas, etc.) affects the Insured's body against his will and harms his health. The Insured's moderate or severe acute accidental poisoning by food, medications, chemicals, gases, vapours, poisonous plants or fungi shall be also considered an accident when it occurs against the Insured's will. Infectious diseases shall not be considered accidents.

2. An event shall be considered an insured event if it is confirmed by official documents issued by relevant authorities and other evidence.

**Uninsured Events**

3. An uninsured event shall be considered an accident or health problem related to:

- 3.1. the deliberate self-inflicted injury, self-administered poisoning, or attempted suicide of the Insured;
- 3.2. the use by the Insured of alcohol, toxic substances, narcotic, psychotropic, or other substances that affect the central nervous system, or the use of a medicine without a proper medical prescription;
- 3.3. intentional activities by the Insured that carry criminal liability;
- 3.4. war, military actions, the declaration of a state of emergency or the effects of nuclear radiation;
- 3.5. participation by the Insured in fights and/or their instigation (except in cases where the limits of justifiable self-defense are not exceeded or the use of physical force was directly related to the performance of official duties);
- 3.6. operations, treatments, and other medical procedures, except in cases where mentioned procedures were performed to treat health problems caused by an insured event.

**Insurance Benefits Paid out in case of an Insured Event**

4. In case of an insured event, the Insurer shall pay a lump-sum insurance benefit, the size of which shall be calculated as a percentage of the sum insured that is specified for accidental disability in the Insurance Contract and the Insurance Policy. The percentages according to the consequences of an insured event shall be specified in Annex no. 1 to these Supplementary Insurance Terms and Conditions.

5. While the Insurance Contract is valid, the Insurer shall be entitled to amend Annex no. 1 to these Supplementary Insurance Terms and Conditions. The Insurer shall inform the Policyholder thereof in writing at least one month prior to the effective date of said amendment to Annex no. 1. If the Policyholder does not agree with the amendment, they shall be entitled to terminate the supplementary insurance to the life insurance contract. If the Policyholder does not notify the Insurer about the termination of the Insurance Contract by the amendment's effective date, it shall be considered that the Policyholder agrees with the amendments.

6. If the Insured dies within 30 days of the insured event due to the consequences of said event, then no disability insurance benefit shall be paid. If said benefit has already been paid, it shall be deducted from the insurance benefit to be paid according to the life insurance contract.

## **Insurance benefits Paid out in case of an Uninsured Event**

7. In cases of an uninsured event, the Insurer shall pay out no insurance benefits.

## **Deadlines for Reporting an Insured Event**

8. An insured event must be reported to the Insurer in writing or in a form enabling written reproduction without delay, as soon as possible, but no later than within one month of the insured event (or the appearance / determination of its consequences, if the consequences appeared / were determined later).

## **Documents to be Submitted When Applying for the Insurance Benefit**

9. The application to the Insurer to receive the insurance benefit should be supported with the following documents:

9.1. Identification document of the person who applies for insurance benefit;

9.2. An application indicating the date, place and nature of the event insured, as well as bank's account where the insurance benefit shall be transferred;

9.3. a certificate from a health care establishment with the confirmed diagnosis and a description of the anamnesis, the tests, and the treatment;

9.4. a document confirming the disability or the loss of the ability to work of the Insured, if said document has been issued;

9.5. a workplace accident report, if one has been drawn up;

9.6. a police incident report, if one has been drawn up; a court decision, if judicial proceedings have been initiated due to the accident or if the accident is related to an event due to which judicial proceedings have been initiated.

10. The Insurer may request for other documents not indicated under previous clauses, if such documents are necessary to justify the insurance benefit and determine its amount.

11. If a document is issued by a foreign institution, the Insurer shall be entitled to require that a properly certified translation of this document into Estonian be submitted together with it. The Insurer shall not carry the costs related to translation.

## **Recipient of the Insurance Benefit**

12. The insurance benefit shall be paid out to the Insured unless a separate Beneficiary has been specified for an insured event of the supplementary insurance in the Insurance Contract.

13. If the insurance benefit recipient dies after the insured event but before they have had an opportunity to accept the insurance benefit, the insurance benefit shall be paid to the deceased recipient's legal heirs.

# ANNEX I TO SUPPLEMENTARY INSURANCE TERMS AND CONDITIONS ADB'18: ACCIDENTAL DISABILITY

## 1. General provisions

- 1.1. The insurance benefit is a part of the insurance sum for the accidental disability insurance, indicated due to the body injuries and their consequences listed in this table, incurred during the event insured.
- 1.2. The total insurance benefit sum cannot exceed 100% of the Disability insurance sum for consequences of one or several events insured incurred within a period of one insurance year.
- 1.3. If due to the event insured a loss of the organ (organ function) is incurred, part of which (part of function) the Insured had lost before the date of the event insured, the paid insurance benefit is decreased considering the loss of part of the organ (part of the function of the organ) which was present before the injury.
- 1.4. The percentage evaluation of all the injuries of one part of the body, incurred due to the same accident, cannot exceed the evaluation of loss of that part of the body. Paying insurance benefit due to the loss of the organ (functions of the organ), the benefits that were paid due to the injuries of that organ, which incurred during the same accident, are deducted from that insurance benefit.
- 1.5. The permanent loss of the function of the organ is established not earlier than 9 months and not later than 18 months from the date of the event insured. Nevertheless, if the permanent loss of the function of the organ is doubtless, the insurance benefit is paid without having to wait for the term of 9 months.
- 1.6. The insurance benefit concerning the injuries of one part of the body, incurred due to the same accident is paid following only one item of the appropriate article, which describes the heaviest injury indicated in that article.
- 1.7. When the body injury due to which complete or a partial loss of functions was incurred is not listed in this table, the decisions on the payment of insurance benefit and the percentage of the injury consequence evaluation are made by Insurer.

## 2. The loss of limbs or their functions

Notes:

1. Permanent loss of a limb or a function of a part thereof is evaluated by Insurer, within not less than 9 months and not more than 18 months after the day of the event insured (if the permanent loss of the organ or the function of the organ is doubtless, the insurance benefit is paid without having to wait for the term of 9 months). The insurance benefit concerning the loss of a limb or the function of a part thereof depends on the level of the loss of the function and can amount from 30 % up to 70 % of insurance benefit, paid in case of losing that limb or a part of it.
2. If replantation (reimplantation of the lost limb or a part thereof) was performed after the loss of a limb or a part thereof, the insurance benefit covers only loss of function of the limb or a part thereof.

<b>Item No</b>	<b>Consequences of the event insured</b>	<b>The paid percentage of the insurance sum</b>
2.1.	The loss of the arm which was the only one above the elbow joint	100 %
2.2.	The loss of an arm with other shoulder bones (shoulder-blade, collarbone or their parts)	80 %
2.3.	Loss of an arm above the elbow joint	75 %
2.4.	The loss of an arm at the elbow joint (exarticulation)	70 %
2.5.	The loss of an arm above the wrist joint	65 %
2.6.	The loss of a hand	60 %
2.7.	The loss of the first finger of the hand (thumb)	20 %
2.8.	The loss of the distal phalanx of the first finger of the hand (thumb)	10 %
2.9.	The loss of one half of the unguis phalanx of the first finger (thumb)	5 %
2.10.	The loss of the first finger (thumb) and the metacarpal bone	25 %
2.11.	The loss of the second finger (forefinger)	15 %
2.12.	The loss of two phalanges of the second finger (forefinger)	10 %
2.13.	The loss of the unguis phalanx of the second finger (forefinger)	5 %

2.14.	The loss of the third, fourth or fifth finger (middle finger, ring finger or small finger)	10 %
2.15.	The loss of two phalanges of the third, fourth or fifth finger	8 %
2.16.	The loss of unguual phalanx of the third, fourth or fifth finger	4 %
2.17.	The loss of the first finger (thumb) and one more (third, fourth or fifth) finger and the respectful metacarpal bones	30 %
2.18.	The loss of the first finger (thumb) and the second finger (forefinger) and the respectful metacarpal bones	35 %
2.19.	The loss of the first finger (thumb) and two other fingers (third, fourth, fifth) and the respectful metacarpal bones	35 %
2.20.	The loss of three fingers, except for the thumb and the loss of the respectful metacarpal bones	25 %
2.21.	The loss of the single existing leg above the knee joint	100 %
2.22.	The loss of a portion of the leg above the knee joint	70 %
2.23.	The loss of the leg above the ankle joint	60 %
2.24.	The loss of a foot at ankle joint region (exarticulation)	50 %
2.25.	The loss of a foot	45 %
2.26.	The loss of the first toe (hallux)	8 %
2.27.	The loss of the unguual phalanx of the first toe (hallux)	5 %
2.28.	The loss of the first toe (hallux) and any of other two toes	10 %
2.29.	The loss of the four toes, except for the first toe (hallux)	10 %
2.30.	The loss of a foot at the metatarsal region	35 %
2.31.	The loss of a foot at the metatarsal-phalangeal joint region	25 %

### 3. The loss of organs or their functions

3.1.	<p><b>System of respiratory organs</b> Injuries of respiratory organ system, due to which the following consequences remain longer than 9 months after the event insured date:</p> <ul style="list-style-type: none"> <li>a) complete loss of voice</li> <li>b) grade II pulmonary insufficiency</li> <li>c) grade III pulmonary insufficiency</li> </ul> <p>Note: insurance benefit according to the items b) and c) of this article depend on dyspnoea, pulmonary function tests and blood findings (vital lung capacity, blood saturation with oxygen and carbon dioxide – PaO<sub>2</sub>, PaCO<sub>2</sub>, blood Ph).</p>	<p>45 %</p> <p>40 %</p> <p>60 %</p>
3.2.	<p><b>Cardiovascular system</b> Deficiency of cardiovascular function for longer than 9 months after the event insured date:</p> <ul style="list-style-type: none"> <li>a) grade II functional class III cardiovascular insufficiency</li> <li>b) grade III functional class IV cardiovascular insufficiency</li> </ul> <p>Note: The insurance benefit according to this article depends on the functional tests and findings, proving the degree of cardiovascular insufficiency.</p>	<p>40 %</p> <p>60 %</p>
3.3.	<p><b>Organs of gastrointestinal system</b></p> <ul style="list-style-type: none"> <li>a) the loss of a part of the jaw (at least half of it), due to which the chewing is distorted</li> <li>b) the loss of the entire jaw</li> <li>c) the loss of the tongue at a level of middle third portion</li> <li>d) the loss of the tongue at a level of the proximal third (root) portion or the loss of the entire tongue</li> <li>e) Esophageal obstruction, due to which permanent gastrostoma (opening of the stomach to the outside through the abdomen wall) was formed</li> <li>f) The entire stomach was removed (a portion of the stomach) with a portion of the intestines and pancreas (a portion of the pancreas)</li> <li>g) Permanent (everlasting) stoma (opening of the intestine to the outside though the abdomen wall) formed</li> <li>h) Rectal incontinence</li> <li>i) Pancreas injury, due to which insulin dependent diabetes has developed</li> <li>j) Liver injury, due to which grade II – III hepatic insufficiency has developed for a period longer than 9 months after the date of the event insured (if the amount of</li> </ul>	<p>30 %</p> <p>60 %</p> <p>40 %</p> <p>70 %</p> <p>80 %</p> <p>80 %</p> <p>30 %</p> <p>50 %</p> <p>30 %</p> <p>60 %</p>

	<p>the following blood and urine ferments and pigments has increased: bilirubine, urobiline, GGT, GPT, GOT, LDH and etc.).</p> <p>Due to any injuries of the gastrointestinal tract that are not mentioned above, that caused significant disorder of the function, remaining 9 months after the date of the event insured, only up to 25% of the benefit sum can be paid.</p>	
3.4.	<p><b>Urogenital system</b></p> <p>Urinary organs injuries, due to which longer than 9 months after the insured event the following remains are felt:</p> <p>a) Grade II renal insufficiency, confirmed by the laboratory tests</p> <p>b) Grade III renal insufficiency, confirmed by the laboratory tests, constantly performed hemodialysis procedures or after kidney transplantation</p> <p>c) Both ovaries (or single functioning ovary) removed or both oviducts and/or uterus removed, when during the event the Insured is under 40 years old</p> <p>d) Both ovaries (or single functioning ovary) removed, when during the event the Insured is under 50 years old</p> <p>e) Removed portion (at least one fourth) of the male's penis</p> <p>f) Both testicles and/or the entire male's penis is removed</p> <p>g) Complete enuresis</p>	<p>30 %</p> <p>80 %</p> <p>50 %</p> <p>30 %</p> <p>30 %</p> <p>50 %</p> <p>35 %</p>
3.5.	<p><b>Nervous system</b></p> <p>Complicated fractures of cervical, thoracic or lumbar vertebrae, cerebral concussion, compression, intracranial hemorrhage consequences:</p> <p>a) traumatic epilepsy – frequent seizures (4 and more times per year); post-traumatic Parkinson's syndrome for people under 40 years old (if the above- mentioned diseases were not experienced before the injury)</p> <p>b) paralysis of one limb (monoplegia)</p> <p>c) paralysis of one side of the body (hemiplegia), paralysis of the upper and lower limbs (paraplegia)</p> <p>d) dementia; paraplegia accompanied by total pelvic organ dysfunction</p> <p>e) paralysis of upper and lower limbs (tetraplegia), decortication ("decorticated" cerebrum)</p>	<p>20 %</p> <p>45 %</p> <p>80 %</p> <p>90 %</p> <p>100 %</p>
3.6.	<p><b>Organs of vision</b></p> <p>Complete permanent blindness, when the vision acuity before the injury was:</p> <p>a) 1.0; b) 0.9; c) 0.8</p> <p>d) 0.7</p> <p>e) 0.6;</p> <p>f) 0.5; g) 0.4; h) 0.3; i) 0.2; j) 0.1</p> <p>k) &lt;0.1</p> <p>Notes:</p> <p>1. The injury of the single functioning eye is estimated as both eyes injury.</p> <p>2. Decrease of vision acuity is estimated not earlier than 3 months and not later than within a year after the accident.</p> <p>Complete ptosis of an eyelid, due to serious lachrymal duct functional lesion, significant narrowing of perimeter, traumatic strabismus.</p>	<p>50 %</p> <p>40 %</p> <p>30 %</p> <p>20 %</p> <p>10 %</p> <p>15%</p>
3.7.	<p><b>Organs of hearing</b></p> <p>Complete deafness:</p> <p>a) of one ear,</p> <p>b) of both ears.</p>	<p>15 %</p> <p>60 %</p>
3.8.	<p><b>Face deformation</b></p> <p>Face deformation, massive, contrastive, not characteristic to the face color spots, scars deforming the appearance.</p> <p>Note: scars and pigmented spots are assessed not earlier than within 6 months after the accident; the face deformation is assessed by the Insurer.</p>	<p>40 %</p>
3.9.	<p>Complete disability, due to which any professional or other kind of work activity is not possible.</p>	<p>100 %</p>