

SPECIAL CONDITIONS OF INSURING CRITICAL ILLNESSES

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Critical illness insurance insures the insured person against unexpected and unforeseeable illnesses and other events. In case of an insured event, the insurer pays the sum insured, as agreed in the insurance contract, to the insured person.

General provisions:

The special conditions of insuring critical illnesses apply only in conjunction with the general terms and conditions of life insurance offered by ERGO Life Insurance SE's Estonian branch and the special conditions of the respective principal insurance. In case of any discrepancies between the general terms and conditions of life insurance contracts, the special conditions of the principal insurance and these special conditions, these special conditions will prevail. In any questions not regulated by these terms and conditions, the insurer's general terms and conditions and the special conditions of the respective principal insurance are applied.

1. Insured person

The insured person is a natural person named in the insurance contract. The age of an insured person who is an adult can be 18 to 65 years; the age of an insured child is 1–17 years.

2. Beneficiary

The beneficiary or the recipient of the sum insured is the insured person. In case of an insured child, it is their parent or a guardian.

3. Validity of the insurance contract and the insurance period

The insurance contract is valid all over the world. Insurance cover applies without a fixed term until the person reaches non-insurable age. Insurance cover applies until the end of the insurance period when the person reaches the upper age limit.

4. Insured event

An insured event is an unexpected and unforeseen critical illness or other event, which first became evident during the insurance period after the end of the waiting period, and has been diagnosed under the ICD-10 international classification of diseases (<http://www2.sm.ee/rhk/index.asp>) and included on the list provided in the insurance contract and in the respective valid annexes to the insurance cover, and is compliant with the criteria stated.

Critical illness	Adult	Child
Malignant tumour	Yes	Yes
Acute myocardial infarction	Yes	
Stroke	Yes	
Coronary artery bypass grafting	Yes	
Severely reduced renal function	Yes	
Total loss of a limb or function of a limb	Yes	Yes
Severe damage to visual function	Yes	Yes
Multiple sclerosis	Yes	
Organ or bone marrow transplant	Yes	Yes
Cardiac surgery	Yes	
Alzheimer's disease	Yes	
Benign brain tumour	Yes	
Permanent and irreversible deafness	Yes	Yes
Loss of speech	Yes	
Third degree burn	Yes	
Idiopathic Parkinson's disease	Yes	
Severe head trauma in a child		Yes

Descriptions of diagnoses are provided in Annex I.

5. Sum insured with the insurance contract

- 5.1. The sum insured is the sum stated in the contract which the insurer will pay to the insured person in case of an insured event. When an insurance indemnity of extra cover is paid out, the extra cover will end.
- 5.2. There is a three-month waiting period following the entry into force of the extra cover insurance contract and/or the increased sum insured during an insurance period, during which time there is no insurance cover. If an insured event becomes evident in the period between the entry into force of the insurance contract and the end of the waiting period, then the insurance cover does not apply and the insurer does not have the obligation to perform the insurance contract.

6. Uninsurable persons

Persons uninsurable with critical illness extra cover are persons who have the following illnesses diagnosed at the time of concluding the insurance contract:

- 6.1. persons who have AIDS or are carriers of HIV;
- 6.2. atherosclerosis, diabetes mellitus, chronic blood related-, renal and respiratory diseases with the potential of becoming acute;
- 6.3. psychiatric illnesses and chronic and severe neurological illnesses;

Persons residing in special correctional facilities or serving a prison sentence and persons in coercive treatment.

7. Uninsurable events

- 7.1. Circumstances precluding insurance cover have been presented in the general terms and conditions of life insurance contracts. In addition, events caused by the following are not regarded as insured events:

- 7.1.1. the critical illness appeared directly or indirectly as a result of war or a state of emergency being declared, military activity, rebellion, domestic unrest, lock-outs and detention and arrest by state institutions and officials, military service or participation in peacekeeping missions;
- 7.1.2. the critical illness was caused by the consumption of illegal drugs, toxic, psychoactive or other consciousness-altering substances consumed with the intent of intoxication or by strong medicines not prescribed by a doctor;
- 7.1.3. the critical illness appeared in relation to a dangerous sport or recreational activity practised by the insured person (extreme sports, combat sports, diving, mountaineering, parachute jumps, air sports, gliding, hot air ballooning, car and motorcycle sports, etc.), unless otherwise specified in the contract;
- 7.1.4. the insured person has been diagnosed with congenital defects (only applies to children);
- 7.1.5. the critical illness caused the death of the insured person within one month of the critical illness being diagnosed.
- 7.1.6. the appearance of the critical illness is directly related to the person residing in a custodial institution.
- 7.2. The sum insured is not paid out if the critical illness was caused by circumstances which appeared in the period when the insurance cover was not valid. When insurance cover has been suspended temporarily, the new insurance cover for critical illnesses will enter into force 3 months after the renewal of the insurance cover.

8. Obligations of the insured person and the policyholder

The policyholder and/or the insured person and/or the third party have the obligation to notify the insurer of the detection of any insured event in writing as soon as possible, at the latest within three (3) months from the date of receiving the information.

9. Payment of the sum insured

- 9.1 The insurer pays the sum insured to the insured person.
- 9.2. The insurer pays out the sum insured within 14 days as of the date they were presented with all the necessary information on the occurrence of the insured event, its circumstances and consequences (including additional information from law enforcement authorities, healthcare institutions, etc.). If there are ongoing investigations by law enforcement authorities or judicial proceedings related to the insured event, the insurer has the right to postpone the decision to pay the sum insured until the end of the investigation or judicial proceedings. The decision on whether the information provided is sufficient to establish the insured event and the decision to pay the sum insured are made by the insurer.
The insurer pays the sum insured to the insured person with a single payment.

10. Amendments to the insurance contract

The insurer has the right to make unilateral amendments to the definitions of illnesses and/or diagnostic criteria. The insurer has the right to change the terms and conditions of extra cover by giving a written notice to the policyholder at least one month before the planned entry into force of the amendments to the insurance terms and conditions. Amendments enter into force starting from the new insurance period. If the policyholder does not agree with the amendments to the terms and conditions of the insurance, both parties will have the right to cancel the insurance contract starting from the end of the insurance period.