Health insurance terms and conditions for foreigners
Valid from 01.02.2022

These insurance terms and conditions define the scope of coverage and conditions in the travel insurance contract concluded between the insurer and the policyholder. The contractual rights and obligations set out in this document apply to both the policyholder and those considered equivalent to them.

1. Definitions

1.1. **The insurer** is Elama Kindlustus AS.

1.2. **The policyholder** is the person who has entered into an insurance contract with the insure.

1.3. **The insured person** is the resident of Estonia listed on the policy, whose associated insurance risk is covered.

1.4. **Beneficiary** is a person entitled to receive an insurance indemnity in the event of an insured event. In these conditions, the beneficiary is the policyholder unless otherwise agreed.

1.5. **Insurance period** is the agreed time frame specified in the policy during which the insurance contract is valid.

1.6. **Cover territory** is the territory of the Republic of Estonia where the insured person resides legally and where the insurance contract is valid.

1.7. **Insured risk** is the danger against which insurance is provided. In these terms, the insured risk refers to the possibility of the insured person becoming ill, the exacerbation of a disease, encountering an accident, or death.

1.8. **Increase of insured risk** is a situation where, due to changes that have occurred after the conclusion of the contract, the probability of an insured event occurring, or the potential amount of loss has increased.

1.9. **Insured event** is an unforeseen occurrence during the insurance period that is independent of the insured person's will, as defined in these terms, resulting in the right of the beneficiary to receive insurance compensation and the obligation of the insurer to pay the insurance compensation

1.10. **Sum insured** is the maximum compensation amount for each insured person, as stated in the insurance contract.

1.11. **Insurance indemnity** is the sum paid to cover losses and expenses arising from an insured event.

1.12. **Insurance premium** is the fee determined by the insurer that the policyholder must pay for the insurance.

1.13. **Double insurance** occurs when the same insurance risk is insured with multiple insurers, and the total insurance indemnity paid by the insurers exceeds the actual amount of the damage.

1.14. **Deductible** is the amount of money that will not be compensated by the insurer in the event of an insured event. The extent of the deductible will be specified in the policy.

1.15. **Waiting period** is the time frame during which no insurance compensation will be paid for an insured event that has occurred. The length of the waiting period is 30 days for illness and exacerbation of chronic disease, and 5 days for accidents from the start of the insurance period. The waiting period does not apply when renewing the insurance period (i.e., if the insurance coverage has not been interrupted in the meantime)

2. Insurance contract

2.1. The **insurance contract** is an agreement, in a form that can be reproduced in writing, between the insurer and the policyholder. Under this contract, the policyholder is obliged to pay the insurance premium and fulfill other obligations, while the insurer is obliged to pay the insurance indemnity or part thereof in the event of an insured event and fulfill other obligations arising from the contract.

2.2. The insurance contract consists of the policy and these terms and conditions.

2.2.1. The policy is a document issued by the insurer that proves the conclusion of the insurance contract.

2.2.2. In matters not regulated by these conditions and the policy, the parties to the insurance contract shall be governed by the laws of the Republic of Estonia.

2.3. By paying the insurance premium, the policyholder confirms that they have reviewed the insurance conditions before entering into the insurance contract and have introduced them to the insured person.

2.4. The insurer has the right to refuse to enter into the insurance contract.

2.5. The insurance contract is valid in the validity area specified in the policy during the insurance period.

2.6. Insurance coverage begins after the payment of the insurance premium on the date specified in the policy, provided the insured person has entered the validity area of the contract.

2.7. The contract ends either on the last day of the insurance period at 24:00, by mutual agreement of the parties, or in other cases specified by law.

2.8. Before the start of the insurance period, the policyholder has the right to withdraw from the contract by submitting a written request, along with the policy and an identity document, to the insurer. In the case of withdrawal from the insurance contract, 10% of the cost of the insurance policy will be deducted for the costs of contract management and conclusion. Any excess insurance premium, after deducting the management and conclusion costs, will be refunded to the policyholder.

2.9. The insurer has the right to terminate the contract in the event of a breach of points 3.1.1–3.1.4 of these conditions by notifying the policyholder in a written format that allows for retrieval.

2.10. In the case of early termination of the insurance contract, 35% of the unused period cost of the insurance policy will be deducted for the costs of contract management and conclusion. Any excess insurance premium, after deducting the management and conclusion costs, will be refunded to the policyholder.

2.11. The insurer and the policyholder have the right to terminate the contract after an insurance event by notifying the other party one week in advance in a written format that allows for retrieval. In the event of termination of the contract, the insurer remains obligated to fulfill the contract concerning insurance events that occurred during the validity of the contract.

3. Rights and Obligations of the Parties

3.1. The policyholder and the insured person are obligated to:

3.1.1. inform the insurer of all circumstances known to them at the time of entering into the insurance contract that may affect the insurer's decision to conclude the insurance contract;

3.1.2. pay the insurance premium in full by the deadline set by the insurer;

3.1.3. notify the insurer of any increase in the insurance risk during the validity period of the insurance contract. The notification obligation must be fulfilled in writing within a reasonable time after becoming aware of the increase in insurance risk;

3.1.4. take all reasonable measures to prevent the occurrence of an insurance event and to mitigate any potential loss, and not to increase the insurance risk or allow it to be increased by a third party;

3.1.5. in the event of an insurance incident, notify the insurer and/or the partner firm indicated in the policy as soon as possible;

3.1.6. immediately inform the insurer in a format that allows for retrieval about the occurrence of double insurance.

3.2. The policyholder has the right to request the issuance of a replacement policy in the event of the loss or destruction of the policy, as well as a copy of the documents submitted by the policyholder/insured person.

3.3. The insurer is obligated to:

3.3.1. present the terms of the contract to the policyholder and/or insured person before entering into the insurance contract;

3.3.2. issue a replacement policy and a copy of the documents submitted by the policyholder upon application;

3.3.3. make a decision regarding the insurance claim within one month of receiving all necessary documents;

3.3.4. in the case of reducing the insurance benefit or refusing to pay, provide a written decision in a format that allows for retrieval to the claimant;

3.3.5. in the event of an insurance incident, pay the benefit to the insured person within 10 working days from the decision;

3.3.6. in case of delay in payment of the benefit, pay interest at the rate specified in the Law of Obligations Act upon request of the person entitled to the insurance benefit;

3.3.7. ensure confidentiality when communicating with the policyholder and/or the insured person.

3.4. The insurer has the right to exceed the deadline specified in point 3.3.3 of these conditions for a valid reason (for example, in situations where another proceeding is underway regarding the same incident, which is of significant importance in making the decision, or if the decision-making is hindered by circumstances related to the insured person or the policyholder).

4. Insured event

An insured event is considered to be:

4.1. **Illness** – an unexpected health impairment, the initial symptoms of which appear after the conclusion of the insurance contract while the insured person is in the insurance area during the insurance period and which requires immediate medical assistance;

4.2. **Exacerbation of a chronic illness** – a health impairment diagnosed before arriving in the insurance area, resulting in a sudden deterioration of the insured person's physical condition during their stay in the insurance area after the conclusion of the insurance contract, necessitating urgent inpatient medical care;

4.3. **Accident** – an unexpected event caused by an external force that is independent of the insured person's will (such as bodily injury, heatstroke, frostbite, poisoning caused by gas or other substances accidentally ingested), which occurs during the insured person's stay in the insurance area during the insurance period and results in a sudden deterioration of the insured person's physical condition.

5. Insurance indemnity Procedure

5.1. Reasonable expenses incurred for the treatment of the insured person for the insurance events mentioned in point 4 during the validity period of the insurance contract will be compensated, provided they do not exceed the insured amount and are incurred in the insurance area during the validity of the insurance contract.

5.2. The following expenses for medical services and medical transportation are considered reasonable and unavoidable in these terms: expenses incurred when the insured person's health condition suddenly deteriorates to the extent that the lack of immediate medical assistance jeopardizes the insured person's life, causes serious functional disorders in the body, or malfunctions of an organ. The exacerbation of a chronic illness is an insurance event when the insured person has followed the prescribed treatment guidelines and the exacerbation was not predictable.

5.3. In the event of an insurance incident (see point 4), the following costs will be reimbursed based on the extent indicated in the policy and according to the price list approved by the Estonian Health Insurance Fund:

5.3.1. Urgent outpatient and inpatient medical care;

5.3.2. Necessary medications prescribed by a doctor;

5.3.3. Urgent laboratory tests;

5.3.4. Costs for the use of urgent medical transportation;

5.3.5. Repatriation as prescribed by a doctor and with the consent of the insurer.

5.4. Only the portion of costs that is not compensated by any other valid insurance contract, legal act, medical program, or international agreement will be reimbursed.

5.5. The insurer will compensate the expenses mentioned in point 5.3 to the beneficiary.

5.5.1. To claim the insurance compensation, the following documents must be submitted to the insurer as soon as possible:

5.5.1.1. An application for reimbursement of expenses detailing all circumstances of the accident or illness and providing contact details of the insured person, their representative, or the beneficiary (address, phone number) and bank account number;

5.5.1.2. 5.5.1.2. The insurance policy;

5.5.1.3. An extract from the medical record and/or other documents from medical institutions (licensed providers of medical services) confirming the occurrence of the accident or illness, including the diagnosis, conducted tests, and treatment;

5.5.1.4. Invoices for medical expenses and documents proving their payment, indicating the name of the insured person;

5.5.1.5. Investigation agency protocols, if necessary;

5.5.1.6. Other documents related to the insurance incident as required by the insurer.

5.5.2. The documents mentioned in points 5.5.1.3–5.5.1.4 must include contact details of the medical institution, the name and signature and/or seal of the doctor or document issuer, the prices of services, and in the case of pharmacy invoices, the names, quantities, and prices of medications.

5.6. The insured person must provide the insurer access to all medical data relevant to the insurance incident (including sensitive personal data), thereby releasing doctors from their obligation to maintain confidentiality regarding the specific incident. The insured person permits the insurer to collect relevant information about the incident from investigation agencies, police, medical institutions, and, if necessary, to conduct a medical examination of the insured person.

5.7. 5.7. Payments to medical institutions will be made if the insured person cannot pay for the medical services mentioned in point 5.3, and the medical institution has submitted the corresponding invoice along with medical documents confirming the fact of the insurance incident and all additional documents related to the insurance incident as requested by the insurer.

6. Exclusions & Refusal or Reduction of indemnity

6.1. The following shall not be considered insurance events, and therefore the insurer has no obligation to compensate for damage arising from:

6.1.1. Military events, terrorist acts, coups, civil disturbances, strikes, or similar events; due to nuclear energy or radioactivity; epidemics, natural disasters, or environmental pollution;

6.1.2. The use of alcohol, drugs, or toxic substances by the insured person, including incidents occurring under the influence of these substances; suicide or attempted suicide by the insured person; deliberate actions by the insured person, including participation in fights; severe negligence or unlawful actions by the insured person;

6.1.3. Participation by the insured person in competitive sports or training; engagement in high-risk sports such as mountain climbing and hiking, aviation and parachuting, water and underwater sports, horseback riding and trekking, motor and motorsport, combat sports, and extreme sports;

6.1.4. The insured person's participation in winter sports outside the marked trails of winter sports centers;

6.1.5. Results of medical treatment;

6.1.6. The insured person being detained in a correctional facility during their stay.

6.2. The following shall also not be considered insurance events and will not be compensated:

6.2.1. Services provided after the validity period of the insurance contract;

6.2.2. Treatment of injuries sustained while the insured person is engaged in wage labor;

6.2.3. Diagnosis and treatment of chronic diseases (except for exacerbations of chronic diseases mentioned in point 4.2);

6.2.4. Treatment of diseases or accidents that started before the validity period of the insurance contract (except for exacerbations of chronic diseases mentioned in point 4.2);

6.2.5. Medications and services acquired outside the Republic of Estonia;

6.2.6. Planned treatment;
6.2.7. Unscientific and non-medical treatment methods;
6.2.8. Medications purchased without a prescription;
6.2.9. Medical expenses related to oncological diseases, diabetes, chronic kidney failure, and diseases caused by these conditions;
6.2.10. Eye treatment (except for cases mentioned in point 4 within the extent specified in point 5.2);
6.2.11. Dental treatment;
6.2.12. Treatment of sexually transmitted diseases;
6.2.13. Treatment of diseases caused by AIDS and the HI virus;
6.2.14. Treatment for infertility and contraceptive methods;'
6.2.15. Pregnancy diagnosis, termination of pregnancy, and obstetric care (except for emergency treatment of pregnancy complications if the lack of medical assistance jeopardizes the insured person's life);
6.2.16. Preventive examinations, vaccinations, and immunizations;
6.2.17. Treatment of mental illnesses;
6.2.18. Preparation of prostheses;
6.2.19. Cosmetic and plastic surgery;
6.2.20. Rehabilitation, services of sanatoriums, resorts, etc.;
6.2.21. Treatment provided by unregistered medical institutions, doctors, or nurses in the Health Board register;
6.2.22. Additional conveniences;
6.2.23. Treatment of diseases caused by the SARS-CoV-2 virus and its various mutations (COVID-19).
6.3. The insurer may refuse to compensate for damages or reduce compensation:
6.3.1. If the insurance premium is partially or fully unpaid before the start of the insurance period;
6.3.2. If the policyholder and/or the insured person have provided false or incomplete information regarding circumstances affecting the insurance contract or insurance event; '
6.3.3. If the insured person fails to notify about the incident in a timely manner, making it impossible to ascertain the circumstances of the insurance event;
6.3.4. If the documents listed in point 5.5.1 are not submitted or if the submitted documents do not clearly indicate the victim's diagnosis and the treatment performed;
6.3.5. If the insured person knowingly exploited medical insurance to avoid treatment or similar expenses in their home or workplace;
6.3.6. If the insured person knowingly used medical services that are not urgent or used medical services longer than necessary for treatment;
6.3.7. If the compensation claim is not submitted within 3 months of the occurrence of the insurance event, making it difficult to ascertain the circumstances of the insurance event;
6.3.8. If the insured person or policyholder does not allow the insurer to investigate the insurance event in accordance with point 5.3.3 of these terms.
6.4. In deciding whether to refuse compensation or to reduce the amount of compensation, the insurer will consider the impact of the policyholder's or the insured person's breach of obligations on the occurrence of the insurance event and the extent of the damages incurred, as well as the culpability of the policyholder's breach of obligations.

7. Data processing

7.1. The responsible data processor for data disclosed in connection with the conclusion and execution of the insurance contract is the insurer.
7.2. By entering into the insurance contract, the policyholder and insured persons consent to third parties (e.g., medical institutions, police, etc.) disclosing medical data of the insured persons and other necessary information for investigating the insured event to the insurer.
7.3. By requesting an insurance quote and/or entering into an insurance contract, the policyholder consents to the insurer's right to process data. The insurer has the right to process the data of the policyholder and insured persons for assessing insurance risk, preparing, concluding, and executing the insurance contract, and determining the rights and obligations arising from the contract. The conditions for the processing of data by the insurer (Elama Kindlustus AS's personal data processing conditions) can be found on the insurer's website www.elama.ee.
7.4. The insurer may use the data obtained from the conclusion or execution of the insurance contract for the preparation, conclusion, and execution of future insurance contracts.
7.5. The insurer has the right to forward data related to the claim to the authorities responsible for handling the insured event.
7.6. The policyholder has the right to access their personal data processed by the insurer and to request the correction of incorrect data.

8. Reporting an Insured Event

8.1. In the event of an insured event, the insured person or policyholder must notify the insurer or the partner company specified in the policy as soon as possible, either personally or through a representative. The insurer can be notified via the website www.elama.ee, by email at kahjud@elama.ee, or by calling +372 6410436.
8.2. When reporting an insured event, the following information is recommended to be included:

- Description of the insured event (what happened?);

- Details of the insured person and the time and place of the insured event;
- Medical information of the insured person, epicrisis, or other relevant information if the insured person's health was affected, and these data can be provided to the insurer;
- Contact information for reaching the insured person;
- Documents supporting the insured event (e.g., medical invoices, medical history, etc.).

9. Special Provisions

9.1. The right of claim against the person responsible for the damage is transferred from the policyholder to the insurer to the extent of the compensation paid.

9.2. The insured person and/or policyholder is obligated to return the compensation to the insurer if circumstances excluding compensation are revealed after the damage has been compensated or if a third party has compensated for the damage.

10. Dispute Resolution

10.1. The policyholder has the right to turn to the Insurance Conciliation Body of the Estonian Insurance Association to resolve a dispute with the insurer (www.eksl.ee; Mustamäe tee 46 (A-block), 10621 Tallinn).

10.2. All disputes arising from the insurance contract, including those unresolved by the conciliation body, will be settled in court.

10.3. This insurance contract is governed by Estonian law.

11. Insurance Supervision

Insurance supervision is carried out by the Financial Supervision Authority, Sakala 4, Tallinn 15030.