

# Employer's health insurance terms and conditions H100/2021

Effective as of 16 July 2021



This is an unofficial text. In case of the dispute the Estonian wording shall prevail

These terms and conditions of insurance (hereinafter also the Terms and Conditions) are a part of the employer's health insurance contract entered into between AB Lietuvos draudimas Estonia Branch (hereinafter the Insurer or PZU) and the policyholder. These Terms and Conditions of Insurance are applied with the PZU General Terms and Conditions of Insurance Contracts. In matters not regulated in the Terms and Conditions of insurance the parties to the insurance contract follow the Law of Obligations Act and other legislation.

## 1. Definitions

- 1.1. Insurer** means "AB Lietuvos draudimas" Estonia branch.
- 1.2. Policyholder** means the legal entity who has entered into an insurance contract with the insurer.
- 1.3. Insured person** means the policyholder's employee whose insurance risk has been insured.
  - 1.3.1. The insured person is also a family member of the policyholder's employee if the policyholder and the insurer have agreed thereon separately. For the purposes of these Terms and Conditions, a family member is the spouse/partner of an insured employee and their dependant children up to 21 years of age.
  - 1.3.2. All insured persons are named in the insurance contract. An employee's family member is insured for as long as the employee's insurance cover is in force. An employee or a family member of the policyholder who has not been named in the insurance contract is not insured.
- 1.4. Insured event** means the use of health services by the insured person during the insurance cover valid with regard to the insured person and to the extent agreed in the insurance contract, and the acquisition of medically indicated medicines or aids.
- 1.5. Sum insured** means the maximum sum indemnified for all insured events which have occurred during the insurance period specified in the insurance contract per insured person. The sum insured consists of the indemnity limits of the different insurance covers specified in the insurance contract per insured person. The sum insured decreases by the insurance indemnity paid out.
- 1.6. Indemnity limit** means the maximum amount to be indemnified per insurance cover with regard to an insured person during the insurance period. The indemnity limit decreases by the insurance indemnity paid out.
- 1.7. Insurance indemnity** means the financial indemnity that compensates for the expenses incurred due to an insured event to the extent prescribed in the contract or the agreed amount that the insurer pays upon the occurrence of an insured event. The size of the insurance indemnity is limited to the indemnity limit of the insurance cover and the sum insured agreed in the insurance contract.
- 1.8. Deductible** means the amount of money specified in the insurance policy which is compensated by the insured person in the case of each insured event.
- 1.9. Insurance territory** means the region where the insurance cover selected in the contract applies to the health services provided and the prescription medicines and aids acquired. Unless otherwise indicated in the policy, the insurance territory is the Republic of Estonia.
- 1.10. The insurance period** is one year, unless otherwise specified in the policy.

## 2. Insurance covers

The policyholder chooses the insurance cover when the insurance contract is entered into. The insurer's indemnification liability is limited to the insurance cover indicated in the policy. It is possible to choose from amongst the following insurance covers.

### 2.1. Outpatient care

- 2.1.1. PZU indemnifies the following expenses related to outpatient care:
    - the health service provider's appointment and consultation fee;
    - telemedicine service provider's consultation fee;
    - fee for preparation of a medically indicated treatment plan;
    - procedures, analyses and tests prescribed on the basis of a doctor's referral, e.g. x-ray, magnetic resonance imaging (MRI), ultrasound;
    - medically indicated day treatment lasting up to 24 hours, which is necessary for short-term monitoring of the health status of the insured person or provision of a health service;
    - medically indicated examinations, analyses and tests during pregnancy;
    - counselling and treatment by a psychologist and psychiatrist;
    - prophylactic inspection of birthmarks by a dermatologist and medically indicated removal of skin tumours.
  - 2.1.2. The following is not indemnified on the basis of outpatient care cover:
    - day treatment planned as a treatment course;
    - chemotherapy;
    - haemodialysis treatment;
    - surgery and procedures that correct visual acuity including preliminary eye examinations;
    - allergy and food intolerance tests. *It is possible to insure the cost of allergy and food intolerance tests by choosing the insurance cover for prophylactic examinations;*
    - hospitalisation, rehabilitation, prophylactic tests, prescription medicines, vaccination, occupational health check, dentistry, glasses, contact lenses or daily allowance. *It is possible to insure these expenses by choosing the respective insurance cover; the expenses specified in point 3 "General exclusions".*
  - 2.1.3. The costs of outpatient care are indemnified up to the indemnity limit specified in the insurance contract.
- ### 2.2. Prescription medicines
- 2.2.1. PZU indemnifies the cost of purchasing the prescription medicines prescribed by the attending physician, provided that the prescription medicine has been entered in the European Register of Medicinal Products.
  - 2.2.2. Insurance cover for prescription medicines does not cover the following:
    - over-the-counter medicines;
    - hygiene products;
    - vitamins and food supplements;
    - diet shakes and food for particular nutritional uses;
    - contraceptive devices and pills;
    - medical devices (for example: blood pressure measuring apparatus, inhalator, thermometer);
    - vaccines. *It is possible to insure these expenses by choosing the vaccination insurance cover;*
    - the expenses specified in point 3 "General exclusions".
  - 2.2.3. The costs of prescription medicines are indemnified up to the indemnity limit specified in the insurance contract.
- ### 2.3. Hospitalisation
- 2.3.1. PZU compensates the expenses of medically indicated hospitalisation on the condition that the insured person stays in the hospital for more than 24 hours and the hospitalisation has previously been approved by PZU. The hospitalisation costs that are indemnified are:
    - scheduled and emergency surgical operations and procedures;
    - bed day fee;
    - hospital room for a fee, incl. a family room after childbirth offered for a fee;
    - obstetrics;
    - analyses and diagnostic tests at hospitals;
    - medicines prescribed by a doctor and consumed at a hospital;
  - 2.3.2. The following is not indemnified on the basis of hospitalisation

- cover:
  - pre-operative and post-operative procedures, analyses and tests performed by way of outpatient care;
  - expenses of close relatives staying in hospital, except for the costs of a family room after childbirth offered for a fee;
  - outpatient care, rehabilitation, prophylactic tests, prescription drugs, vaccination, occupational health check, dentistry, glasses, contact lenses or daily allowance. *It is possible to insure these expenses by choosing the respective insurance cover;*
  - the expenses specified in point 3 "General exclusions".
- 2.3.3. The costs of hospitalisation are indemnified up to the indemnity limit specified in the insurance contract.
- 2.4. Rehabilitation**
  - 2.4.1. PZU indemnifies the expenses of renting or purchasing the aids required for rehabilitation (including orthopaedic aids, wheelchairs, crutches, support devices, supporting bandages, etc.) and the expenses of the rehabilitation procedures. Examples of what is indemnified on the basis of rehabilitation cover:
    - physiotherapy;
    - chiropractics and osteopathy;
    - physiotherapy;
    - mud treatment;
    - therapeutic massage;
    - hydrotherapy;
    - electrotherapy;
    - occupational therapy;
    - speech therapy.
  - 2.4.2. The following is not indemnified on the basis of rehabilitation cover:
    - accommodation and food service at medical and recreational institutions, incl. spa packages;
    - procedures performed without medical indications;
    - dentistry, prophylactic tests, prescription medicines, vaccination or daily allowance. *It is possible to insure these expenses by choosing the respective insurance cover;*
    - the expenses specified in point 3 "General exclusions" of the Terms and Conditions.
  - 2.4.3. The costs of rehabilitation are indemnified up to the indemnity limit specified in the insurance contract.
- 2.5. Daily allowance**
  - 2.5.1. PZU indemnifies the daily allowance if the insured person has experienced temporary incapacity for work that lasts for at least three days and a certificate of incapacity for work has been issued to them.
  - 2.5.2. Daily allowance will be paid for every day the person is incapacitated for work according to the certificate of incapacity for work irrespective of whether the treatment constitutes inpatient or outpatient care.
  - 2.5.3. The amount of the daily allowance per day is indicated in the policy.
  - 2.5.4. The amount of the daily allowance indemnity in the first three calendar days is double the amount of the daily allowance indicated in the policy and, as of the fourth calendar day, the amount of the daily allowance indicated in the policy.
  - 2.5.5. The daily allowance indemnity is not paid if the insured person is on:
    - care leave;
    - maternity leave;
    - adoption leave.
  - 2.5.6. The daily allowance indemnity will be paid for a maximum of 14 days during the insurance period.
  - 2.5.7. The daily allowance indemnity is not paid if the incapacity for work was caused by an event listed in point 3.2.
- 2.6. Dentistry**
  - 2.6.1. PZU indemnifies the following expenses of dentistry and services:
    - the appointment fees of a dentist, including an endodontist, orthodontist, prosthodontist, parodontologist and dental surgeon, the preparation of a treatment plan and performance of this treatment;
    - oral hygiene services, e.g. removal of tartar, pearl whitening, soda wash;
    - treatment of dental injuries caused as a result of an accident in the amount of up to 1,000 euros per insurance period. An accident is an event caused by an unexpected external impact and independent of the insured person's will, as a result of which the teeth are broken and/or the gums are damaged.
  - 2.6.2. The following is not indemnified on the basis of dentistry cover:
    - cosmetic and aesthetic procedures of teeth and the oral cavity, e.g. installation of dental decorations;
    - whitening of teeth;
    - prescription medicines. *It is possible to insure these expenses by choosing prescription medicine insurance cover;*
    - the expenses specified in point 3 "General exclusions".
- 2.6.3. The costs of dentistry are indemnified up to the indemnity limit specified in the insurance contract.
- 2.7. Occupational health check**
  - 2.7.1. PZU indemnifies the following costs related to occupational health:
    - the mandatory occupational health check that arises from legislation and is necessary for the performance of the insured person's employment duties;
    - issue of health certificates concerning mandatory occupational health checks.
  - 2.7.2. The occupational health check insurance cover does not apply to outpatient care, hospitalisation, rehabilitation, prescription medicines, vaccination, prophylactic tests, glasses, contact lenses or dentistry. *It is possible to insure these expenses by choosing the respective insurance cover;* The expenses specified in point 3 "General exclusions" are not indemnified either.
  - 2.7.3. The costs of occupational health checks are indemnified up to the indemnity limit specified in the insurance contract.
- 2.8. Prophylactic tests**
  - 2.8.1. PZU indemnifies the costs of the examinations and analyses carried out without medical indications for the purpose of health checks or prevention of diseases. Some examples of what is indemnified on the basis of prophylactic examination cover:
    - health audit;
    - blood tests;
    - allergy and food intolerance tests;
    - eye examinations preceding vision correction surgery;
    - sports medicine tests, incl. stress tests;
    - spirometry;
    - electrocardiography.
  - 2.8.2. The prophylactic test insurance cover does not apply to outpatient care, hospitalisation, rehabilitation, prescription medicines, occupational health checks, vaccination, glasses, contact lenses or dentistry. *It is possible to insure these expenses by choosing the respective insurance cover;* The expenses specified in point 3 "General exclusions" are not indemnified either.
  - 2.8.3. The costs of prophylactic tests are indemnified up to the indemnity limit specified in the insurance contract.
- 2.9. Vaccination**
  - 2.9.1. PZU indemnifies the following vaccination expenses:
    - vaccination;
    - consultation fee of travel medicine adviser;
    - issue of a vaccination certificate.
  - 2.9.2. The costs of vaccination are indemnified up to the indemnity limit specified in the insurance contract.
- 2.10. Glasses, contact lenses**
  - 2.10.1. PZU indemnifies the expenses of the glasses or contact lenses prescribed by a doctor or optometrist during the insurance period.
  - 2.10.2. The following is not indemnified on the basis of the cover for glasses and contact lenses:
    - glasses cases;
    - cleaning and storing products.
  - 2.10.3. During the insurance period, only the costs of one pair of glasses or contact lenses are indemnified up to the indemnity limit set out in the insurance contract.

### 3. General exclusions

- 3.1.** The exclusions given in this clause apply to all insured events listed in the Terms and Conditions of Insurance. Please also read the exclusions in the General Terms and Conditions of Insurance Contracts of PZU. PZU does not indemnify the following:
  - 3.1.1. the costs that emerged as a result of an event other than an insured event;
  - 3.1.2. the costs that are not included in the list of the costs to be indemnified on the basis of insurance cover;
  - 3.1.3. the health services provided and/or medicines and aids prescribed by a person who did not have the professional certificate or authorisation required by legislation for the provision of the

respective service or for prescribing the medicine/aid, except swimming pools;

- 3.1.4. medical training and seminars;
  - 3.1.5. the transport and parking required for the use of health services or the acquisition of medicines and aids;
  - 3.1.6. cosmetic or aesthetic procedures, incl. cosmetic or plastic surgery (e.g. removal and treatment of benign skin tumours, invasive and aesthetic dermatology, manicure, incl. medical manicure, pedicure, incl. medical pedicure, cryotherapy, etc.);
  - 3.1.7. laser vision correction surgery or another vision correction procedure;
  - 3.1.8. the acquisition of optical products and aids, except in the case specified in point 2.10;
  - 3.1.9. the issue of health certificates for a fee, e.g. those required for a driving licence, weapons permit, visa, etc., except in the case specified in point 2.7.1;
  - 3.1.10. lymphatic therapy;
  - 3.1.11. the services of a nutritionist;
  - 3.1.12. venous therapy and sclerotherapy;
  - 3.1.13. diagnosis and treatment of oncological diseases;
  - 3.1.14. treatment of addiction diseases;
  - 3.1.15. diagnostics and treatment of sexually transmitted diseases;
  - 3.1.16. complementary and alternative medicine, incl. acupuncture, Ayurvedic treatment, homoeopathy, aromatherapy, acupuncture, light therapy, reiki, reflexology, hypnosis, yoga, meditation, etc.;
  - 3.1.17. the health services and medicines used without medical indications;
  - 3.1.18. treatment plan changed without the physician's consent;
  - 3.1.19. sterilisation and vasectomy;
  - 3.1.20. carer's services, except in the cases specified in point 2.3.1;
  - 3.1.21. genetic tests, except medically indicated genetic tests during pregnancy;
  - 3.1.22. family planning, including infertility diagnostics and treatment, artificial insemination, termination of pregnancy without medical indications;
  - 3.1.23. acquisition and installation of contraceptives;
  - 3.1.24. organ transplantation and follow-up treatment;
  - 3.1.25. the costs that have been indemnified or are known to be indemnified on the basis of mandatory insurance.
- 3.2.** PZU does not indemnify the costs caused by:
- 3.2.1. the failure to follow the doctor's or another medical professional's instructions;
  - 3.2.2. the use of medicines that are not necessary from a medical point of view and that have not been recommended or prescribed by the attending physician;
  - 3.2.3. the consumption of alcohol, narcotic or psychotropic substances;
  - 3.2.4. suicide, attempted suicide, self-injuries or putting one's health at risk;
  - 3.2.5. participation in active service, the international operations of the armed forces, other military operations or training;
  - 3.2.6. detainment by law enforcement authorities or staying in a custodial institution as a detainee;
  - 3.2.7. use of nuclear power for any purpose or loss of control of nuclear power or radioactivity;
  - 3.2.8. epidemic or pandemic, with the exception of COVID-19 testing expenses, if prophylactic testing cover was selected (see point 2.8.), or COVID-19 vaccination expenses, if vaccination cover was selected (see point 2.9.);
  - 3.2.9. the occurrence of a traffic accident as a result of the insured person not having the right to drive or giving in to distractions when driving.

#### **4. Obligations of the policyholder and the insured person**

- 4.1.** The policyholder must inform the insured person of entry into the employer's health insurance contract and explain to the insured person the rights and obligations arising from the contract.
- 4.2.** The policyholder must inform the insurer as soon as possible if the insured person dies.
- 4.3.** An insured person is required to follow the rules of behaviour established by legislation, incl. the Traffic Act, not endanger themselves, comply with the doctor's orders and take care of their health.
- 4.4.** In the case of an insured event, the insured person must:
  - 4.4.1. seek assistance from a health care provider that has the professional certificate or authorisation required by law for the provi-

- 4.4.2. sion of the respective health service, except swimming pools;
  - 4.4.2. follow the treatment guidelines given by a doctor or another medical professional and make every effort to prevent the deterioration of their health;
  - 4.4.3. notify the insurer as soon as possible of the occurrence of an insured event in a format that can be reproduced in writing, submitting information about the incident and the presumed period of treatment, and complying with the instructions of the insurer's representative thereafter;
  - 4.4.4. immediately inform the insurer of the need for a letter of guarantee upon payment for a health service, prescription medicine or aid;
  - 4.4.5. inform the insurer of the need for hospitalisation;
  - 4.4.6. ensure that the insurer receives the required information about the insured event, incl. provide access to sensitive personal data, and the submission of explanations and documents. Depending on the nature of the insured event, the insurer has the right to demand the submission of explanations and proof concerning the state of health and treatment before the insured event. The insured person submits the aforementioned information at the insurer's request themselves or authorises the insurer to request the necessary documents;
  - 4.4.7. provide the insurer with the true and complete information necessary to determine the performance of the insurer's obligations arising from the insurance contract.
- 4.5.** Depending on the situation, the insured person must submit as soon as possible the following documents necessary for handling the insured event:
- a notice of the occurrence and circumstances of the insured event;
  - an extract from the electronic health record, a copy of medical records or the health card, x-ray images and other medical documents describing the need for medical assistance by the insured person;
  - documents evidencing the cost of using the health service (e.g. receipts, invoices, payment orders);
  - for indemnification of expenses on glasses and contact lenses - a certificate of prescription of glasses or contact lenses issued by a doctor or optometrist, a purchase receipt;
  - in the case of indemnification of prescription medicines, a copy of the prescription or an extract from the electronic health record.
- 4.6.** The documents specified in the previous point must indicate that the health service has been provided to the insured person or that the medicines and/or aids are meant for the insured person.

#### **5. Indemnification procedure and refusal to indemnify**

- 5.1.** The insurer makes the decision to pay out or refuse to pay out the insurance indemnity not later than within ten working days of receiving all of the required documents.
- 5.2.** The insurer pays the insurance indemnity to the insured person, unless the costs to be indemnified have been borne by the policyholder in which case the indemnity will be paid to the policyholder. If the insurer has issued a letter of guarantee, the indemnity will be paid to the person specified in the letter of guarantee.
- 5.3.** The insurer has the right to refuse compensation if the policyholder or the insured person has misled or has tried to mislead the insurer about the circumstances and/or amount of the expenses.

#### **6. Adding and removing insured persons, changing the insurance cover**

- 6.1.** In order to add or remove insured persons or change the insurance cover during the insurance period, the policyholder submits to the insurer a request in a format that can be reproduced in writing, setting out the name and personal identification code of the insured person to be added or removed and/or information about the changes in the insurance cover of the insured person.
- 6.2.** The insurer adds a person to the list of insured persons, removes the person from there or changes the person's insurance cover as soon as possible, but not later than within five working days of receipt of the respective request from the policyholder. A person is insured as of their entry in the list of insured persons, but not earlier than as of the start of the insurance pe-

riod. The insurance cover expires upon the removal of the person from the list of insured persons, but not later than upon the expiry of the insurance period. When the insurance cover is amended, the change will enter into force after the change about the insurance cover is made in the list of insured persons.

## **7. Amendment of the insurance contract**

- 7.1.** After entry into the insurance contract, the insurer has the right to unilaterally change the amount of the insurance premium and/or the terms and conditions of insurance in the following events:
  - 7.1.1. if there is a change in the circumstance specified in the insurance contract as the basis for the calculation of the insurance premium, e.g. the employer's area of activity, location and places of business, the number of employees, the number of the employee's family members (if family members are insured), number of persons not covered by Estonian health insurance;
  - 7.1.2. if the frequency of occurrence of insured events changes;
  - 7.1.3. if the extent to which health insurance services are compensated by the state changes;
  - 7.1.4. if the fees for health services change;
  - 7.1.5. if the legislation regulating the organisation of health care is amended.
- 7.2.** The insurer informs the policyholder of any changes in the amount of the insurance premium and/or insurance terms and conditions at least 30 days in advance and the policyholder has the right to cancel the contract within 30 days of receipt of the respective notice if the policyholder does not agree to the amendment of the contract.