

TERMS AND CONDITIONS OF TRAVEL INSURANCE

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These terms and conditions of travel insurance shall apply to travel insurance contracts concluded in ERGO Kindlustuse AS. In any matters not regulated by these terms and conditions, the parties of an insurance contract shall be guided by the general terms and conditions of insurance contracts, the Law of Obligations Act and other legislation.

1. Definitions

- **Insurer** is ERGO Kindlustuse AS.
- **Policyholder** shall mean a person who has concluded an insurance contract with the insurer.
- **Insured person** (hereinafter: the insured) shall mean a person who is or is not specified by name in an insurance contract and the insurance risk related to whom is insured.
- **Insurance assistance centre** shall mean the insurer's cooperation partner EuroAlarm Assistance Prague s.r.o. (phone +420 221 860 616, e-mail help@euro-alarm.cz) that organises the handling of an insurance event outside Estonia.
- **Travel (trip)** shall mean temporary stay of the insured abroad.
- **Insurance contract shall be valid** in the insurance period, on the insurance conditions and on the insurance territory specified in the insurance contract.
- **Insurance territory** shall mean the area specified in the insurance contract. Travel insurance shall not apply in Estonia, except for an insurance event related to cancellation or curtailment of the travel.
- **Insurance event** shall mean an unexpected and unforeseeable event specified in these conditions, upon which an obligation will ensure to the insurer to perform the insurance contract. If the exact time of an insurance event cannot be specified, it shall be deemed to have occurred at a time when the policyholder or the insured should have become aware of the insurance event.
- The amount of **insurance indemnity** per insurance event shall be limited to the amount of damage arisen as a result of the insurance event and to the sum insured.
- **Excess** shall mean the amount of money specified in the insurance contract or a proportion of damage by which the performance obligation of the insurer shall be reduced. Excess shall be calculated for each insured and each insurance event.

2. Validity of insurance event upon doing sports and working

- 2.1. Insurance cover shall also extend to participating in sports, except for insurance events that result from participating in competitive sports and high-risk sports.
 - 2.1.1. For the purposes of these terms and conditions, competitive sports shall mean activities aimed at achieving success in a sporting competition, including participation in trainings and competitions. Competitive sports are not understood as activities aimed at maintaining and strengthening health (amateur sports).
 - 2.1.2. For the purposes of these terms and conditions, high-risk sports shall mean mountain hiking, contact sports (including ball games, competitive sports), cycling, heavy athletics, sailing, surfing, riding and extreme sports.
- 2.2. Insurance cover shall extend to insurance events having occurred as a result of work, except for working in high-risk positions. For the purposes of these terms and conditions, high-risk positions shall include professional sportsmen (including participants in a military mission, persons in active service), border guards, operational employees (e.g., policemen, rescue workers), security guards, collecting agents, stuntmen, car or bus drivers, building workers, members of ship or airplane crews.
- 2.3. Upon doing competitive sports and high-risk sports, and upon

working in a high-risk position, the insurance contract shall apply only in case it has been agreed with the insurer and a remark to that effect has been made in the insurance contract.

3. Trip disruption insurance (cancellation and curtailment of trip)

- 3.1. Cancellation of a trip shall mean non-occurrence of a reserved trip that has been paid for.
- 3.2. Upon cancellation of a trip, the cost of tickets included in the travel package, which have been paid for but not used, shall be compensated.
- 3.3. Curtailment of a trip is a situation where the insured arrives late at the origin point of the trip or deviates from the initial travel schedule, inter alia, does not arrive at the destination point of the trip or back to the country of permanent residence.
- 3.4. Upon curtailment of a trip, the following costs shall be compensated for:
 - 3.4.1. reasonable and justified accommodation and transport costs that were incurred to continue the trip or return to the country of permanent residence;
 - 3.4.2. the cost of services paid for, but not used (except for accommodation and transport expenses).
- 3.5. A reason for cancellation or curtailment of a trip shall be understood as an unexpected or unforeseeable event as a result of which the insured cannot go on a planned trip or is forced to interrupt the trip.
- 3.6. If the return to a country of permanent residence is delayed due to interruption of a trip, the insurance period shall be extended by 48 hours.
- 3.7. On the basis of trip cancellation or curtailment insurance, the following damage shall not be compensated for:
 - 3.7.1. damage, the reason for which has appeared before conclusion of the insurance contract;
 - 3.7.2. damage that was created because the client quits or cancels the trip for financial considerations;
 - 3.7.3. such proportion of damage that has been or shall be compensated for by a travel agent and/or transport company or which is subject to compensation on the basis of other contracts and/or other persons pursuant to the procedure provided by law;
 - 3.7.4. damage that was created because not enough time was taken to arrive at the origin point or transfer point of the trip - traffic conditions, bad weather, minimum time necessary for the transfer, etc., were not taken into account;
 - 3.7.5. requirements arising from bankruptcy of a travel company or transport company.

4. Travel medical expenses insurance (medical assistance)

- 4.1. Damage arising as a result of the insured falling ill, aggravation of a chronic illness or an accident that happened to the insured shall be compensated. The aforementioned situations shall be understood as follows:
 - 4.1.1. falling ill – an unexpected disorder of the organism, the first characteristics of which appear at the time of the trip during the insurance period, for which the insured was not medically diagnosed before the beginning of the trip and which requires emergency medical assistance;
 - 4.1.2. aggravation of a chronic illness – an illness that has lasted for over six (6) weeks and has become acute and requires emergency medical assistance;
 - 4.1.3. accident – an unexpected and unforeseeable event which takes place against the free will of the insured and as a result of which an external and/or violent force

- causes damage to the health of the insured requiring emergency medical assistance or a fatal injury.
- 4.2. The following costs shall be compensated on the basis of medical expenses insurance:
 - 4.2.1. costs of examination and treatment provided and/or prescribed by a doctor, including costs of medications;
 - 4.2.2. essential transport costs related to the insured event in a foreign country;
 - 4.2.3. costs of transportation of the insured to their country of permanent residence – by prescription of a doctor and with the prior approval of the insurer;
 - 4.2.4. essential and justified (round trip) and accommodation expenses of one person accompanying the insured – with the prior approval of the insurer;
 - 4.2.5. expenses of first aid dental treatment with a maximum limit of indemnity of EEK 2000 per insurance event;
 - 4.2.6. in case of the death of the insured, the expenses for burial or cremation of the deceased and/or for transportation of the remains to Estonia within a maximum limit of indemnity of EEK 100 000;
 - 4.2.7. EEK 100 000 to heirs of the insured if the insured died as a result of the accident.
 - 4.3. The following costs shall not be compensated on the basis of medical expenses insurance:
 - 4.3.1. the cost of medical assistance provided in case of chronic illnesses and illnesses that appeared and/or were previously diagnosed before entry into force of the insurance contract, except for treatment cost in case of acute illnesses that pose a direct threat to the life of the insured and whereupon travelling has not been medically advisable
 - 4.3.2. expenses of medical assistance related to pregnancy and delivery (except for complications related to pregnancy, which appear for the first time during the trip, after entry into force of the insurance contract);
 - 4.3.3. costs of treatment of venereal diseases, diagnostics and treatment of HIV and/or illnesses caused by it;
 - 4.3.4. costs of planned treatment of illnesses and injuries;
 - 4.3.5. costs of dental treatment (except for emergency aid in case of acute toothache or accident);
 - 4.3.6. costs of plastic and cosmetic surgeries;
 - 4.3.7. costs for buying and repairing medical assistance means (glasses, hearing aids, prostheses, etc.);
 - 4.3.8. costs of diagnostics and treatment of psychological illnesses and conditions;
 - 4.3.9. any medical assistance costs are not related to any unexpected illness or accident;
 - 4.3.10. costs for services and treatment that are not provided by a hospital, doctor or a nurse;
 - 4.3.11. treatment costs in the country of permanent residence of the insured;
 - 4.3.12. costs that are compensated through the health insurance system.

5. Luggage insurance (luggage)

- 5.1. Damage that is created as a result of theft, robbery, loss of and damage to the luggage and/or delay of the luggage at the point of transfer or destination of the trip shall be compensated. In such case, the following shall be taken into account:
 - 5.1.1. luggage shall be understood as the personal effects and clothes that the insured has along with himself or herself during the trip;
 - 5.1.2. loss of, damage to or delay of the luggage shall be deemed to be an insurance event if the reasons thereof do not arise from violation of the diligence obligation of the insured or security requirements of the luggage insurance;
 - 5.1.3. delay of the luggage shall be deemed to be an insurance event if the luggage arrives late at the point of destination or transfer of the trip by more than four (4) hours;
 - 5.1.4. luggage shall not be understood as precious metals and stones (including jewellery made of them), works of art, unique and antique items, collections, items of fragile porcelain, marble and clay items, means of

transport and travel as well as their spare parts, cash, bank cards, securities and documents (except for passport and driving licence), souvenirs, manuscripts, photos, plans, drawings, animals, plants, seeds, medicaments, musical instruments.

- 5.2. The following shall be insured on the basis of luggage insurance:
 - 5.2.1. if the luggage becomes unfit for use or is lost, its market value before the insurance event;
 - 5.2.2. reasonable and justified cost of issuance of passport and other essential documents required for continuing the trip;
 - 5.2.3. cost of essential convenience goods bought due to delay of the luggage in the amount of up to 25% of the sum insured of the luggage insurance;
 - 5.2.4. the cost specified in subsections 5.2.2 and 5.2.3 shall be compensated without taking into account the excess.
- 5.3. Safety requirements of luggage insurance are as follows:
 - 5.3.1. the insured shall provide reasonable monitoring of the luggage;
 - 5.3.2. in a vehicle, the items may not be in a visible place, but be in a locked luggage compartment;
 - 5.3.3. it is prohibited to leave the luggage unattended in a vehicle or trailer overnight (22.00 – 06.00);
 - 5.3.4. the luggage may not be placed in the custody of a person not authorised for this.
- 5.4. If the insured receives the lost luggage or a part thereof back after compensation, the insured must immediately transfer or repay to the insurer the corresponding part of the insurance indemnity.
- 5.5. On the basis of the luggage insurance, damage that results from the following reasons shall not be compensated:
 - 5.5.1. normal wear and tear of and scratches to the luggage;
 - 5.5.2. caustic, soiling and flammable substances contained in the luggage;
 - 5.5.3. bad weather;
 - 5.5.4. use of the items contained in the luggage, including sports equipment.
- 5.6. On the basis of luggage insurance, the insurer shall not compensate for such part of the damage which the transport company has compensated or shall compensate.

6. Compensation for communication costs

The insured shall be compensated for reasonable and essential communication expenses that the insured had to incur in relation to the insurance event.

7. Obligations of the insured upon occurrence of insured event

- 7.1. Upon occurrence of the insured event, the insured is required:
 - 7.1.1. to immediately apply measures to avoid an increase in damage and to reduce damage;
 - 7.1.2. to inform of the insured event personally or through a representative at the first possibility as follows:
 - upon cancellation of a trip, to contact the travel agency, transport company or hotel that has serviced the insured in order to change, cancel the trip or its parts or to acquire new travel tickets;
 - in case of illness or accident, to inform the insurer and/or the damage assistance centre, and to observe their instructions;
 - in case of loss of or damage to the luggage, to inform the representative of the company that has serviced the insured at the moment when the insured event took place; if possible, to maintain the damaged assets in a post-damage condition and take statements from witnesses who know the circumstances related to the event;
 - 7.1.3. in accordance with the legislation applicable in the country of location, to formulate and register a traffic accident, theft (robbery) and vandalism in a law enforcement authority; fire in a law enforcement authority as well as in a rescue board;

- 7.1.4. to furnish to the insurer a written application with the original documents and data on the event, estimated amount of damage, witnesses, parties and culpable persons, and to observe thereafter the instructions of the representative of the insurer.
- 7.2. The obligation to supply proof on the insured event is borne by the insured. The insured shall furnish to the insurer the information that is necessary for determination of the performance of the contractual obligations of the insurer.

8. Exemption of the insurer from the obligation to perform the insurance contract

- 8.1. The insurer shall be partially or fully exempted from the obligation to perform the insurance obligation if:
 - 8.1.1. the insured has not met at least one of the requirements specified in subsection 7;
 - 8.1.2. the policyholder has not paid the insurance premium by the agreed due date and if the insurance event occurs after the due date for payment of the insurance event;
 - 8.1.3. the insured has intentionally or due to gross negligence (to a substantial extent, failure to apply the care required for performance of a contractual obligation) violated at least one of the conditions of the insurance contract, which has an impact on the occurrence of the insured event or the amount of damage;
 - 8.1.4. the insurance event has occurred due to gross negligence or indent of the insured. Gross negligence is understood as a situation where a person foresees the consequences of his or her behaviour, but recklessly expects that no consequences will arise;
 - 8.1.5. at the time of occurrence of the insurance event, the insured was intoxicated by alcohol, narcotic drugs or psychotropic substances; was in such a state of illness or tiredness that obstructed the exact perception of the situation;

- 8.1.6. the insured has misled or tried to mislead the insurer with regard to the circumstance of occurrence of damage and/or the amount thereof, or has attempted to deceive the insurer otherwise with regard to the circumstances of the insurance contract or its performance.
- 8.2. The extent of exemption from the obligation to perform the insurance contract shall be decided by the insurer.

9. General exemptions

The following damage shall be not compensated:

- 9.1. moral damage caused by the insured event, unearned income or loss resulting from a cancelled training, non-concluded transaction, etc;
- 9.2. damage that the insured could have avoided;
- 9.3. damage which is caused to the insured in relation to the use of nuclear energy for any purpose or its exit from control, a natural disaster, epidemic, operations of public authorities, terrorism, war, civil war, invasion, any armed conflict, mass disorder, civil unrest, revolt, coup d'état, strike, confiscation, seizure, lockout;
- 9.4. events that have happened to the insured when doing the following sports: air sport (including bungee and parachute jumps), boxing (including kickboxing, Thai boxing, etc.), alpinism and other forms of mountain climbing (except for mountain hiking), auto and motorsport (including water motor sport), fast and downhill skiing, alpine skiing on slopes without trails or outside ski trails, rafting.

10. Refunding of insurance indemnity

The insured is required to refund the insurance indemnity to the insurer if the circumstances precluding compensation have appeared after compensation for damage or damage has been compensated by a third party pursuant to the procedure provided by law.