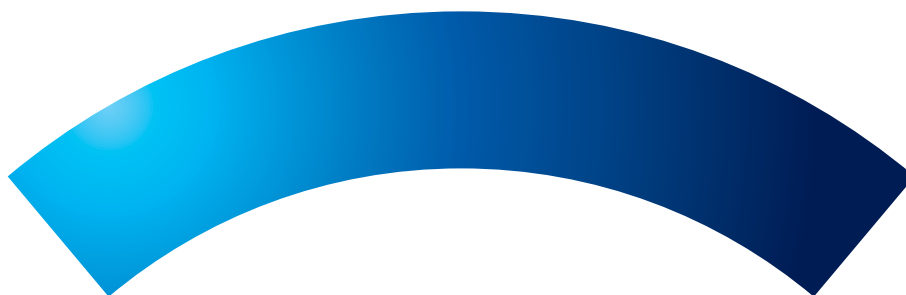


PZU Insurance
Travel insurance
terms and conditions



SEB Mastercard World Elite credit card travel insurance terms and conditions

R400/2015

Effective as 01.09.2015

An unofficial translation from
Estonian to English. In case of
contradictions the Estonia
wording will prevail



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This document forms a part of the Insurance Contract entered into with AB "Lietuvos draudimas" Estonia branch (hereinafter PZU*). In any issues not regulated hereunder, the Parties to the Insurance Contract shall be governed by the Law of Obligations Act and other legislation.

1. Principal Terms and Definitions

- 1.1. **Insurer** is AB "Lietuvos draudimas" Estonia branch (hereinafter PZU*).
- 1.2. **Insured Person** is the person specified in the policy who holds a valid AS SEB Pank MasterCard World Elite credit card or an additional card thereof. Co-insured persons are up to three family members of the policyholder who are specified in his or her policy
- 1.3. **Period of Insurance** is the period of time specified in the insurance policy during which insurance is in effect. If the return from a trip is delayed due to weather conditions or any technical failure of a means of transport, the Period of Insurance shall extend once by maximum 48 hours.
- 1.4. **Sum Insured** is the maximum amount of money which PZU pays during the Period of Insurance. Any insurance indemnity paid shall reduce the Sum Insured.
- 1.5. **Limit of Indemnity** is the maximum amount of money which is paid by PZU per each insured event and Insured Person. If several Insured Persons sustain a damage or a number of insured events occur simultaneously, PZU shall indemnify the amount which does not exceed the Sum Insured.
- 1.6. **Assistance Centre** is the Insurer's cooperation partner Coris International, (phone +371 6733 4065, e-mail coris@corisriga.lv), which receives notices of loss 24 hours and, where necessary, arranges for the handling of insured events.
- 1.7. **Travel** is a temporary stay of the insured outside the country of his or her residence.

2. Validity of Insurance

- 2.1. **Geographical Scope**
 - 2.1.1. Insurance is valid for travel throughout the world, with the exception of the country of habitual residence of the insured. The country of habitual residence of insured is a country where insured have lived for over 183 days in the 365-day period preceding the trip.
 - 2.1.2. With regard to the insured events provided for in clauses 8.1 and 8.3 of the Insurance Terms and Conditions, the geographical scope is also deemed to include the habitual residence of the insured, if the insured event occurred in the habitual residence of the insured.
- 2.2. **Validity of Contract**
 - 2.2.1. The Insurance Contract shall enter into force as of the payment of the insurance premium. The Insurance Contract shall be in force during the Period of Insurance specified in the insurance policy.
 - 2.2.2. The Insurance Contract shall terminate at 24:00 on the last day of the Period of Insurance.
 - 2.2.3. The insurance cover and the Insurer's liability shall commence at 00:00 on the date specified in the policy but not before the insured has crossed the border of the country of his or her habitual residence, except for the events specified in clauses 8.1 and 8.3.
- 2.3. **Restrictions on Validity**

- 2.3.1. The insurance cover shall not be effective during participation in training camps. Competitive sport is the sport aimed at achieving success in public athletic competition. Public athletic competition means participation in international, serial, cup-tie or league competitions and preparation for these competitions.
- 2.3.2. Insurance cover does not apply to physical paid employment.
- 2.3.3. Insurance cover does not apply to any events which were caused by the following activities: parachute and bungee jumping, aerial sports (incl. sailplaning, gliding, hang-gliding, flying with an ultralight or amateur-built aircraft, hot air balloon, etc.), alpine skiing or snowboarding outside marked runs, high-speed and off-piste skiing, diving deeper than 10 meters, windsurfing (incl. kitesurfing), sail-boarding, sailing on high seas (no port is reached for more than three consecutive days), waterfall descent, canoeing, mountain, rock and wall climbing, mountaineering, trekking above 3000 meters, any kind of motor sports, combat or contact sports (e.g., boxing, wrestling, judo, karate, etc.), strength sports (e.g., weightlifting, etc.), ice hockey; hikes or expeditions to the pole, jungles, deserts, wilderness or inhabited areas without professional escort; working in mines, on oil and gas platforms; working as a seaman, diver, stuntman, fisherman, police officer, security guard, rescue worker and in any occupation or position where the insured carries or uses a weapon; participation in acts of war; stay in armed forces; in an area of crisis as an observer, rescue worker, medical worker or due to other similar reasons.
- 2.3.4. Insurance cover does not apply, in the case of flight, ship or train accidents, to the aircraft, ship or train crew and persons engaged in organisational activities relating to the Travel, if they perform their duties of employment.
- 2.3.5. No lost profit or moral losses shall be indemnified on the basis of the Insurance Contract.

3. Start and End of Travel

- 3.1. The starting point of a Travel shall be a port, airport, bus or train station or a border point through which the Insured Person directly leaves or intends to leave the country of his or her habitual residence.
- 3.2. A Travel shall be deemed to have been completed when the Insured Person crosses the border of the county of habitual residence upon return.

4. Scope of Insurance Cover

- 4.1. The Insurer shall indemnify for:
 - 4.1.1. any medical treatment expenses of the Insured Person, incl. costs of first aid dental care, transportation to the nearest hospital, transportation of the sick person to the country of his or her habitual residence;
 - 4.1.2. funeral expenses of the Insured Person abroad or costs of transportation of the deceased to the country of his or her habitual residence and the cost of a coffin;
 - 4.1.3. reasonable and justified costs of the insured and one of his or her travel companions resulting from extension of their Travel for up to 10 days in the case the insured cannot return to his or her habit-



ual residence at the planned time due to medical reasons.

- 4.1.3. invalidity benefit if the Insured Person becomes disabled as a result of an accident;
 - 4.1.4. death benefit if the Insured Person dies as a result of an accident;
 - 4.1.5. loss resulting from cancellation, interruption or delay of the Travel; loss resulting from flight delays; loss resulting from airline ticket exchange;
 - 4.1.6. loss resulting from breaking, vanishing or delay of luggage through fault and responsibility of any transportation company; loss resulting from theft or robbery of luggage.
- 4.2. The limits of indemnities for each insured event shall be specified in the insurance policy.

5. Medical Treatment Expenses

5.1. Illness

- 5.1.1. Expenses for the treatment of any illnesses which started during the Travel shall be indemnified taking into consideration the restrictions provided for in clause 5.3.
- 5.1.2. Only the expenses of medical treatment provided in a foreign state shall be indemnified for a period of 30 treatment days.
- 5.1.3. In the case of chronic diseases, only first aid expenses shall be indemnified for in the event of an unexpected acute condition of the disease which is dangerous to life. If it was possible to forecast the acute condition of the disease, no indemnification shall be paid.

5.2. Accident

- 5.2.1. Treatment expenses in the case of an accident occurred during the Travel shall be indemnified for, taking into consideration the restrictions provided for in clause 5.3.
- 5.2.2. An accident denotes a bodily injury of the Insured Person involuntarily sustained due to an external impact, as well as drowning, heat stroke, sunstroke, freezing, trauma caused by sudden change in the ambient pressure, poisoning caused by gas or any other substances that have accidentally entered the organism. An accident also denotes any injury of the Insured Person involuntarily sustained due to an abrupt movement which has been medically treated within 7 days as of the injury.
- 5.2.3. The following shall not be deemed an accident and no indemnity shall be paid if the injury or health disorder occurred as a result of:
damage caused by chronic disease (which did not start during the Travel) or physical disability of the Insured Person;
conditions caused by any medicinal products, alcohol or any other narcotic or intoxicating substances consumed by the Insured Person;
biting into denture or teeth brackets.
- 5.2.4. Medical treatment expenses of injuries sustained as a result of any accident during a Travel to a foreign country shall be indemnified for a period up to 90 treatment days.
- 5.2.5. If the injury caused by an accident was materially affected by a disease or injury that had manifested before the start of the Travel, the indemnity shall be paid only to the extent which is determined to have been directly caused by the accident.

5.3. Medical Treatment Expenses

- 5.3.1. Medical treatment expenses shall include:

- expenses for the analysis and treatment provided or prescribed by a doctor as necessary;
- technical aids prescribed by a doctor, the purchase of which has been previously approved by PZU in a format which can be reproduced in writing;
- justified expenses of the transportation of the sick person and transportation of the sick person to the country of his or her habitual residence and unavoidable and justified expenses of a possible accompanying person which have been accepted by the Insurer;

- transportation to the country of habitual residence of the Insured Person's children up to the age of 16 who are left without adult supervision due to acute illness, bodily injury or death of their parents (foster parents, guardians) abroad. These expenses must be approved in advance by the Insurer;

- expenses necessary and justified for the repair of the hearing aid or denture broken in the accident or purchase of new ones;

- dental first aid care required for the elimination of the focus of pain.

- 5.3.2. The following shall not be included in medical treatment expenses:

- expenses for spa treatment and travel expenses to the specified treatment facility and back;

- expenses of vaccination and medical examination which are related to the events specified in clauses 5.2 and 5.1;

- expenses of medical assistance related to pregnancy and childbirth, with the exception of emergency care in the case of an accident;

- expenses for the treatment of oncological diseases;

- expenses for the treatment of sexually transmitted diseases, AIDS-related treatment expenses;

- expenses for the treatment of an infection caused by insect or tick bites or sting or any complications thereof;

- treatment methods not accepted and recognized by official medicine, incl. alternative therapy, cosmetology, plastic surgery, chiropractic.

- costs of search of the insured who got strayed or missing.

- 5.3.3. Based on an invoice, the part of medical treatment expenses, which is not subject to indemnification under any current legislation, shall be indemnified.

- 5.3.4. The Insurer may reduce the indemnity or refuse to pay the indemnity if:

- the Insured Person knowingly uses travel insurance to avoid treatment or similar expenses in the country of his or her habitual residence;

- the Insured Person uses medical treatment services for a longer period than justified from the standpoint of treatment and optimality of expenses.

- 5.3.5. The total limit of indemnification for medical treat-



ment expenses shall be specified in the policy.

5.4 **Travel Extension Costs**

- 5.4.1 If the insured cannot return to his or her habitual residence at the planned time due to medical reasons, the reasonable and justified costs of the insured and one of his or her travel companions caused by extension of their Travel for up to 10 days. The Insurer must have previously approved the costs and the prerequisite is a respective health certificate or certificate issued by a medical institution of the country of location of the insured.

6. Death

- 6.1. If the Insured Person dies during a Travel, the justified costs of repatriation of the deceased to the country of his or her habitual residence or expenses of funeral or cremation carried out in a foreign country (with the exception of funeral repast and expenses related to the travel of the persons close to him or her) shall be indemnified for. Any reasonable costs incurred for the purchase of a coffin in a foreign country shall be also compensated for.
- 6.2. In the case the Insured Person dies as a result of the accident, the heirs of the Insured Person or any person specified by the Insured Person shall be paid a death benefit. Indemnity shall be paid in the case the Insured Person dies, as a result of an accident occurred during the Travel, within one year as of the day of the accident.
- 6.3. Any invalidity benefits paid on the basis of the same accident shall be deducted from the Sum Insured in the event of death.

7. Disability

- 7.1. If the insured develops a permanent physical invalidity (disability), as a result of an accident which occurred during a Travel, within one year and the degree of disability is at least 10 %, the insured shall be paid an invalidity benefit.
- 7.2. The amount of the invalidity benefit depends on the medical severity of the disability developed as a result of the accident. Disability is determined using the table "Procedure for determining percentage of loss of capacity for work" adopted by Regulation No. 3 of the Minister of Social Affairs dated 03.01.2002 and entered into force on 01.01.2002 (RTL 2002, 9, 92).
- 7.3. If the degree of disability caused by an accident is at least 60 %, the entire invalidity benefit agreed upon shall be paid (taking into consideration clause 7.2).
- 7.4. The invalidity benefit shall be paid as a single benefit.

8. Travel Failure

8.1. **Cancellation of Travel**

- 8.1.1. Cancellation of a Travel is a situation where any booked and paid for or purchased Travel does not take place.
- 8.1.2. To receive indemnity, the following must have happened immediately before the Travel, which is the reason for the cancellation of the Travel:
- sudden and acute illness, severe injury or death of the Insured Person;
 - sudden and acute illness, severe injury or death of the Insured Person's travel companion together

with whom the Travel has been booked and paid, a spouse/life partner or child of the Insured Person;

- sudden dangerous condition or death of the Insured Person's parent, grandparent, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law;
- damage caused to the household property of the Insured Person if it resulted from a crime against property, fire or natural disaster and due to which the personal presence of the insured is unavoidably necessary.

- 8.1.3. In the case of cancellation of a Travel, such expenses shall be indemnified which the policyholder or the insured incurred according to the Travel terms and conditions established by the tour operator.
- 8.1.4. Cancellation of a Travel shall also include early return from a Travel due to insured travel failure event, if the insured returned from the Travel during the first 24 hours at the latest in the first transit point.
- 8.1.5. Travel failure shall not be indemnified for on the basis of the Insurance Contract if:
- the insurance premium was paid later than three days before the reason for the cancellation of the Travel emerged;
 - the reason for the possible cancellation of the Travel emerged before the travel documents were prepared;
 - the insurance premium was paid after the occurrence of the events specified in clause 8.1.2.

8.2. **Interruption of Travel**

- 8.2.1. Interruption of a Travel is the interruption of a Travel already started and return to the country of habitual residence.
- 8.2.2. A Travel shall be deemed to have started as of the moment when the Insured Person leaves his or her home or place of work using regular means of transport in order to reach a port, airport, bus or train station.
- 8.2.3. To receive indemnity, the following must have happened during the Travel, which is the reason for the interruption of the Travel:
- sudden and acute illness, severe injury or death of the Insured Person, his or her spouse/life partner or child;
 - sudden dangerous condition or death of the Insured Person's parent, grandparent, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law;
 - damage caused to the household property of the Insured Person if it has resulted from a crime against property, fire or natural disaster due to which the personal presence of the insured is unavoidably necessary.
- 8.2.4. In the case of interruption of a Travel the Insured Person shall be indemnified for any additional travel and accommodation expenses which are justified and necessary for return to his or her country of residence.
- 8.2.5. Interruption of Travel shall not be indemnified for on the basis of the Insurance Contract if:
- the insurance premium was paid later than three

days before the reason for the possible interruption of the Travel emerged;

- the reason of the possible interruption of the Travel emerged before the travel documents were prepared;
- the insurance premium was paid after the occurrence of the events specified in clause 8.2.3.

8.3. **Being Late for Travel**

8.3.1. Being late for a Travel is a situation where the Insured Person is late to the starting or transit point of the Travel using regular means of transport. Regular means of transport include any public means of transport operating according to a pre-determined timetable along a fixed route (with the exception of hydrofoils).

8.3.2. The starting point of a Travel shall be a port, airport, train or bus station through which the Insured Person leaves the county of his or her habitual residence.

8.3.3. The transit point of a Travel shall be a port, airport, train or bus station in a foreign country, which the Insured Person uses to continue the Travel.

8.3.4. Any expenses incurred due to being late at the starting or transit point of a Travel shall be indemnified for if the regular means of transport by which the Insured Person intended to travel or travelled to the starting or transit point of the Travel is late due to:

- traffic accident;
- technical failure of the means of transport;
- weather conditions preventing the means of transport from operating according to the schedule (incl. ash clouds);
- crime and the Travel ticket reservations cannot be changed pursuant to the travel terms and conditions.

8.3.5. Furthermore, such expenses shall be indemnified for which are incurred due to being late to the starting or transit point of the Travel if the Insured Person is involved in a traffic accident on his or her way to the starting point of the Travel, riding a vehicle he or she uses (the traffic accident must have been duly reported to the police).

8.3.6. No costs shall be indemnified for on the basis of the Insurance Contract if:

- the Insured Person is late to the starting or transit point of a Travel because he or she failed to start the Travel sufficiently early taking into consideration the travel schedule and conditions prevailing before the Travel (traffic conditions, weather conditions, time of the year);
- being late is caused by any activities of public authorities;
- being late is caused due to inadequate work organisation of the transport company, computer error or employee's error;
- interval between the arrival at the transit point and departure of the following means of transport planned by the tour operator does not comply with the minimum period requirement.

8.3.7. With regard to being late, any justified additional expenses incurred in order to catch or continue the

Travel shall be indemnified for. If the Travel of the Insured Person requires transfers, the following shall be indemnified for:

- expenses incurred due to being late from one means of transport to another;
- additional expenses required for the use of any alternative means of transport;
- any additional accommodation costs which are justified.
- No food and beverage costs shall be indemnified for in connection with delays.

8.3.8. Expenses not subject to refund by the tour operator, transport company, hotel or any other person or authority shall be indemnified for.

8.4. **Being late for Travel due to Theft of Documents**

8.4.1. If an identity document of the insured is stolen during Travel in a foreign country due to which it is impossible to continue the Travel as planned and the stay in the foreign country will be extended until the issue of the identity document using which it is possible to continue the Travel, the insured shall be indemnified for any additional accommodation and transport costs up to the amount indicated in the policy.

8.4.2. Maximally one insured event of being late for Travel due to theft of documents shall be indemnified for with regard to a Period of Insurance.

8.5. **Flight Delays**

8.5.1. If a flight is delayed due to postponement or over-booking thereof for more than 4 hours, any indispensable subsistence and accommodation costs incurred due to this shall be indemnified for. Maximally one insured event relating to flight delay shall be indemnified for with regard to a Period of Insurance.

8.5.2. Indemnification shall be paid in the case the insured presents a written confirmation by the airline or tour operator of the delayed departure, the causes thereof and the booking.

8.5.3. No indemnity shall not be paid if:

- it was not a scheduled charter or regular flight;
- the insured did not register for the flight in due time;
- the flight delay was caused by a strike or work stoppage, flight ban or other activities imposed by aviation officers or other authorities of which the insured was aware before the Travel.

8.6. **Exchange of Air Tickets**

8.6.1. Exchange of air tickets due to changes in travel itinerary, caused by unexpected and unforeseeable reasons, to the same destination before check-in (check-in).

8.6.2. Air tickets exchange fees and the costs of any rise in the price of the new air tickets caused by exchange of air tickets shall be indemnified for up to the amount indicated in the insurance policy.

8.6.3. Maximally one insured event relating to exchange of air tickets shall be indemnified for with regard to a Period of Insurance.

8.6.4. Indemnification is paid in the case the incurred expenses are certified (by letter, e-mail, fax).

9. Measures Applied after Loss Event



- 9.1. PZU has to be informed of any insured event as soon as possible but not later than within one month after the end of the Travel. If the policyholder violates the specified obligation, PZU shall be released from its performance obligation on the grounds provided for in the Law of Obligations Act.
- 9.2. In the case of a loss event, the Insured Person shall do the following in order to receive insurance indemnity:
 - 9.2.1. consult a doctor. It is allowed to consult any doctor with respective professional qualifications and holding a respective licence or a licensed health care institution;
 - 9.2.2. obtain from the doctor a document confirming the diagnosis. The policyholder is required to produce to the Insurer the medical diagnoses that are of importance for the clarification of the loss event and claim for indemnity. The Insurer and its authorised doctor is entitled to make inquiries to the respective institutions and persons in any issues relating to treatment;
 - 9.2.3. to submit a written statement of loss to the Insurer. This shall be regarded as a claim for insurance indemnity;
 - 9.2.4. if this is an offence, the event has to be reported to the local police and the investigation of the circumstances of the event has to be enabled. A police certificate has to be submitted to the Insurer;
 - 9.2.5. in the case of a traffic accident – a police certificate and the form “teade liiklusõnnetusest” [notice of a traffic accident] filled in at the scene.
 - 9.2.6. to gather and preserve all documents proving the occurrence of the loss event and the extent of loss;
 - 9.2.7. to obtain a certificate from the transport company in the case of cancellation, interruption or delay of the Travel, which includes the reason therefor.
- 9.3. If the policyholder fails to perform the obligations specified in clause 9.2 or provides false information which affects the clarification of the circumstances of the loss event, the Insurer may reduce the indemnity or refuse to pay it.
- 9.4. The Insured Person shall have the right to contact Coris International upon a loss event in order to obtain insurance-related information and for assistance.

10. Luggage Insurance

- 10.1. Loss resulting from the theft, robbery, loss of the luggage of the insured occurred through fault and responsibility of a transport company, loss of/to the luggage and/or delay of the luggage to the transfer point or point of destination shall be indemnified for. In this case the following shall serve as the basis:
 - 10.1.1. luggage shall be deemed to include only personal necessities and clothes which the Insured Person has with him/her on the Travel;
 - 10.1.2. loss of, damage to or delay of the luggage shall be deemed to be an insured event if they are not caused by violation of the diligence obligation or luggage insurance safety requirements by the insured;
 - 10.1.3. delay of the luggage shall be deemed to be an insured event if:
 - the luggage arrives at the point of destination or transfer point of the Travel more than four (4) hours late;
 - 10.1.4. the following shall not be deemed to be luggage: precious metals and stones (incl. jewellery manufactured therefrom), works of art, unique objects and antiquities, collections, easily broken porcelain, marble, glass and ceramic objects, means of transport and vehicles and their spare parts, money, bank cards, securities and documents (with the exception of passport, ID card and driving licence), souvenirs, manuscripts, photographs, plans, drawings, animals, plants, seeds, medicinal products, musical instruments, glasses (incl. sunglasses), watches, food, memory and SIM cards, USB drives and other storage media.
- 10.2. The following shall be indemnified for under luggage insurance:
 - 10.2.1. the market value of the luggage prior to the insured event if it becomes unfit for use or is lost;
 - 10.2.2. reasonable and justified expenses of issue of a passport and other documents which is required to continue the Travel!!!
up to the Limit of Indemnity indicated in the policy!!!;
 - 10.2.3. expenses incurred for purchasing any necessary staple goods to the maximum Limit of Indemnity specified in the policy;
 - 10.2.4. the expenses specified in clauses 10.2.2 and 10.2.3 shall be indemnified for without applying excess.
- 10.3. Luggage insurance safety requirements shall be as follows:
 - 10.3.1. the insured shall ensure reasonable supervision over the luggage;
 - 10.3.2. no items shall be in display in a vehicle but they must be in a locked boot;
 - 10.3.3. it is prohibited to leave luggage unattended at night (from 22:00 to 06:00)
in a vehicle or trailer. Supervision shall mean that the vehicle is in a closed yard /garage or in a closed and guarded parking lot;
 - 10.3.4. luggage shall not be given into the custody of any unauthorised person;
 - 10.3.5. luggage insurance applies to any photographic, film, video cameras, mobile phones, computers and above specified additional equipment, passport or other identity document only in the case these items are under the uninterrupted and direct supervision of the insured or in a guarded luggage room. Luggage insurance shall not apply to the above items if they are in the luggage compartment or luggage wagon of an airplane, bus, train or ship.
- 10.4. If the insured is returned the lost luggage or any part thereof after indemnification for it, he or she shall immediately transfer the same to the Insurer or refund a respective share of insurance indemnity.
- 10.5. No loss shall be indemnified for under luggage insurance, which has been caused by:
 - 10.5.1. natural wear of the luggage and any scratches made during the use thereof;
 - 10.5.2. any corrosive, staining or inflammable substances or fragile items contained in the luggage;
 - 10.5.3. impact of weather conditions on the luggage;
 - 10.5.4. use of the objects included in the luggage, incl. sports equipment;
 - 10.5.5. loss or forgetting of luggage or leaving it unattended.
- 10.6. The part of loss compensated for or to be compensated for by a transport company shall not be indemnified for under luggage insurance.

- 10.7. No loss or expenses arisen due to delay of luggage to the country of habitual resident of the insured shall be indemnified for on the basis of luggage insurance.

11. Measures Taken after Luggage-Related Loss Event

- 11.1. PZU has to be informed of any insured event as soon as possible but not later than within one month after the end of the Travel. If the policyholder violates the specified obligation, PZU shall be released from its performance obligation on the grounds provided for in the Law of Obligations Act.
- 11.2. The Insured Person shall limit the amount of loss as much as possible.
- 11.3. Damaged property shall be preserved until the Insurer has established the amount of loss.
- 11.4. If luggage is lost or damaged during transportation, the loss shall be reported to a representative of the transport company and a report to this effect shall be obtained as confirmation from the transport company.
- 11.5. In the case of a loss event, the Insured Person shall take, if possible, statements and explanations from any persons who know the circumstances related to the loss event. The respective materials and information about any eyewitnesses must be submitted to the Insurer.
- 11.6. A written application regarding the loss shall be submitted to the Insurer. This application shall be regarded as a claim for indemnity.
- 11.7. If luggage is stolen or robbed, the loss event shall be reported to the local police. A police certificate shall be submitted to the Insurer.
- 11.8. The policyholder shall produce to the Insurer the documents and information that are of importance with regard to clarification of the loss event and claim for indemnity.
- 11.9. If the policyholder fails to perform the obligations specified in clause 10.3 and/or 11 or provides false information which affects the clarification of the circumstances of the event of loss, the Insurer may reduce the indemnity or refuse to pay the same.

12. Liability Insurance

- 12.1. In the case of liability insurance, the Insured Person's financial liabilities associated with the civil liability are insured. In any issues not regulated herein, the parties shall be governed by the PZU travel Insurance Terms and Conditions.
- 12.2. On the basis of an Insurance Contract, any producer liability, employer liability, liability associated with economic activities, compulsory insurance or liability related to the quality of services provided (professional liability) is not insured.
- 12.3. Insured Event
- 12.3.1. An insured event is an unexpected and unforeseeable event within a Period of Insurance occurred during Travel (hereinafter the Event) which is in causal relation with the activities of the Insured Person and as a result of which the Insured Person has a legal obligation to compensate for loss (civil liability).
- 12.3.2. The events specified in clauses 12.6. and 14.1. of the exclusions of these terms and conditions are not insured events.
- 12.3.3. Any and all claims arising from one and the same cause and/or one and the same Event are consid-

ered to be one insured event. The time when the first event takes place is deemed to be the time of occurrence of the insured event.

12.4. Validity of Insurance Contract

- 12.4.1. Indemnification of loss shall be based on the legislation in force at the time of occurrence of the Event, the terms and conditions of the Insurance Contract, maximum indemnification amount, excess and prices.
- 12.4.2. The insurance cover shall extend to any claims which are submitted against the Insured Person during up to one year after the expiry of the Period of Insurance but which are based on the Event which took place during the Period of Insurance.
- 12.5. Insurance indemnity, legal expenses and excess
- 12.5.1. Insurance indemnity is an amount of money which shall be paid in order to compensate for the loss.
- 12.5.2. For the purpose of these terms and conditions, legal expenses are the amount of money spent on the legal assistance, expert assessments and judicial proceedings of the Insured Person in the course of proceeding the claims.
- 12.5.3. PZU shall indemnify for any legal assistance costs if these are required in order to reject the claim and protect the rights of the insured. Only reasonable and necessary legal expenses previously approved by PZU shall be subject to indemnification.
- 12.5.4. The Limit of Indemnity is the maximum amount of the obligations and payments agreed upon in the Insurance Contract.
- 12.5.5. The Limit of Indemnity shall be reduced by the amount of any indemnity paid on the basis of the Insurance Contract.
- 12.5.6. Excess is an amount of money agreed upon in an Insurance Contract which shall be covered by the Policyholder in the case of any insured event.
- 12.5.7. If the policyholder has reached an agreement with the person submitting the claim or has already indemnified for the claim or any part thereof, this is no longer binding for PZU, if the actual amount of the claim is not proven and/or the indemnification obligation of the Insured Person is debatable.
- 12.5.8. In the case any indemnification could be demanded from any third person on the basis of the claim but the Insured Person waives his or her claim against such third person, PZU shall no longer have the obligation to satisfy the claim.
- 12.5.9. Upon payment of the indemnification, PZU has the right to adjust the accounts on the basis of the Insurance Contract against the insurance premiums outstanding until the end of the Period of Insurance.
- 12.6. Exclusions
- PZU shall not indemnify any losses or costs relating to the below:
- 12.6.1. fines, interest amounts, interests for delay imposed on the Insured Person and penalties added to the loss;
- 12.6.2. non-property loss (including moral losses), lost profit, with the exception of lost profit relating to any personal injury;
- 12.6.3. negotiorum gestio;
- 12.6.4. unjustified enrichment;
- 12.6.5. public promise to pay;
- 12.6.6. presentation of thing;
- 12.6.7. event of which the policyholder were aware prior to entry into the Insurance Contract;

- 12.6.8. obligations undertaken by a contract (incl. guarantees issued in writing and in any other manner, failure to comply with deadlines, contractual penalties, etc.), with the exception of any cases where the respective obligation to indemnify for a loss would also arise without a contract entered into;
- 12.6.9. failure to provide a service (e.g., claim for refunding of contract fee) and costs which the Insured Person has to incur in order to repair or improve the works carried out improperly;
- 12.6.10. liability of producer, liability of employer and claims relating to employment contracts or contracts of service;
- 12.6.11. force majeure: war, coup, revolution, strike, riot, state of emergency, seizure, nationalisation, crime, terrorism, cyber-attack, natural disaster;
- 12.6.12. acts committed under the influence of alcoholic, narcotic, toxic or other substances;
- 12.6.13. Provision by the Insured Person of a professional service (consultations, advices, measuring, calculations, designing, planning, medical services, etc.) (professional liability), loss caused by economic activities;
- 12.6.14. loss indemnified for under the Motor Insurance Act or other obligatory insurance contract;
- 12.6.15. losses from asbestos dust, toxic mould, genetically modified substances or organisms, electromagnetic fields, infections, communicable diseases, loss from chemical or biological substances which was not used for peaceful purposes;
- 12.6.16. mutual claims of persons covered by one and the same insurance contract and their family members and persons connected with them, incl. family law disputes;
- 12.6.17. loss caused to any assets in the possession of, posited, etc. at the Insured Person, incl. to documents or data media;
- 12.6.18. claims arising from loss caused to any sports equipment used by the insured;
- 12.6.19. claims relating to pollution, pollution charges and environmental loss,
- 12.6.20. loss relating to radioactive, radiative, toxic or explosive nature of any substance;
- 12.6.21. claims arisen as a result of any insult or defamation;
- 12.6.22. intentionally caused loss;
- 12.6.23. claims arising from AIDS, infections, communicable diseases and medicinal products;
- 12.6.24. claims relating to driving or use of land vehicles, water or aircraft.

13. Disclosure of Information

- 13.1. In the case of a loss event, the policyholder or the Insured Person shall submit to the Insurer all the required data and documents, which prove the occurrence of the loss event and extent of loss.
- 13.2. In the case of failure to submit any data or submission of false information, the Insurer shall have the right to refuse to pay indemnity or to reduce indemnity.

14. General Exclusions

- 14.1. No insurance indemnity shall be paid:
 - 14.1.1. if the loss event was caused by or the claim arises due to any solvency problems, bankruptcy, strike or liquidation of a travel agency or transport

company;

- 14.1.2. if the loss was caused by incomplete travel documentation or faulty execution thereof;
- 14.1.3. for moral losses caused to the Insured Person during the Travel;
- 14.1.4. if the loss is caused by the fact that the Insured Person has committed or attempted to commit a crime;
- 14.1.5. for any food or beverage costs incurred by the Insured Person;
- 14.1.6. if the loss event is caused by the impact of nuclear energy based weapons or device of mass destruction;
- 14.1.7. in the case of (open) space travel;
- 14.1.8. loss which was caused to the insured in connection with the use of nuclear energy for any purposes or such energy getting out of control, epidemic, activities of public authorities, terrorism, war, civil war, invasion, any armed conflicts, mass disorders, internal disturbances, revolution, coup, strike, confiscation, seizure or lockout.
- 14.2. The Insurer shall be partly or fully released from the obligation to comply with the Insurance Contract if:
 - 14.2.1. the policyholder and/or the insured have intentionally or through gross negligence (significant non-compliance with any due diligence requirements upon performance of contractual obligations) violated at least one term or condition of the Insurance Contract which has an impact on the occurrence of the insured event or amount of loss. If the policyholder and/or the insured wrongfully violated any terms or conditions of the contract and compliance therewith was required prior to the occurrence of the insured event, the Insurer shall have the right provided for in clause 14.2 of these terms and conditions, regardless of the form of guilt whereby the violation was committed, if the violation has an impact on the occurrence of the insured event or the performance obligation of the Insurer;
 - 14.2.2. The insured event occurred due to gross negligence or intent of the policyholder and/or the insured. Gross negligence is defined as a situation where a person foresees the consequences of his or her behaviour but recklessly expects that no consequences will arise;
 - 14.2.3. if, at the time of the loss event, the Insured Person is under the influence of alcohol or any other intoxicating or narcotic substances and this has considerably contributed to the causing or extent of loss.
- 14.3. The Insurer may refuse to pay the insurance indemnity or reduce the insurance indemnity if the policyholder or the Insured Person has provided incomplete or incorrect information and this has an impact on the occurrence of the insured event and the determination of the extent of the performance obligation of the Insurer.

15. Payment of Insurance Indemnity

- 15.1. The Insurer shall pay indemnity under the Insurance Contract within 30 days as of receipt of the data and documents required for the determination of obligation of indemnification (incl. effective decision regarding pending, termination of civil, criminal or misdemeanour procedure related to the insured event or a relevant decision of the court or



- any other respective official].
- 15.2. If the data are deemed to be insufficient only with respect to the amount of the indemnity, the benefit has to be paid on the above specified due date in the part with respect to which there is no dispute.

shall be made in a format which can be reproduced in writing or by calling PZU at +372 622 4545.

16. Jurisdiction

Any disputes arising from the Insurance Contract which cannot be settled by means of negotiations shall be referred to the Harju County Court.

17. Transfer of Claim

- 17.1. Any claim for compensation for loss of the policyholder, the Insured Person, the beneficiary or the person who received the indemnity against any third person shall be transferred to PZU to the extent of the loss indemnified by it.
- 17.2. If the policyholder, the Insured Person, the beneficiary or the person who received the indemnity waives his or her claim against the third party or the right securing such claim, PZU shall be released from its performance obligation to the extent it would have been able to claim indemnity on the basis of such claim or right.
- 17.3. If the policyholder has a claim against his or her ascendants or descendants or spouse, likewise against any other family members living with him/her, PZU shall have the rights provided for in clauses 17.1 and 17.2 of these terms and conditions in so far as the liability of the respective person is insured or if the respective person intentionally caused the loss.

18. Procedure for Delivery of Notices

All notices to the parties to the Insurance Contract submitted in the course of performing the contract