SEB Mastercard World Elite Credit Card Travel Insurance terms and Conditions R400/2022

Valid from 15.03.2022

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

The given document forms a part of an insurance contract entered into with the Estonian branch of AB "Lietuvos draudimas" (hereinafter PZU*). In matters unregulated hereunder, the Parties to the insurance contract shall be governed by the Law of Obligations Act and other legislations in force.

1. Principal Terms

1.1. **Insurer** is the Estonian branch of AB "Lietuvos draudimas" (hereinafter PZU*).

1.2. **Insured Person** is the person specified in the policy, who has a valid AS SEB Pank MasterCard World Elite credit card or an additional card to the credit card. Co-insured persons are up to three family members of the Insured Person.

1.3. **Period of Insurance** is the period of time specified in the insurance policy during which the insurance is in effect. The maximum length of one Travel can be 90 days maximum. If the return from a Travel is delayed due to the Insured Event of travel interruption, the validity of the insurance cover is extended one time by maximum 48 hours.

1.4. **Sum Insured** is the maximum amount of money payable by the Insurer during the insurance period. In case of an insurance event the Sum Insured shall be decreased by the indemnities payed out.

1.5. **Insured Event** is a pre-agreed upon event in the occurrence of which the Insurer shall fulfil their obligation emanating from the contract.

1.6. **Excess** is a part of the damages to be indemnified for per every insured event specified in the insurance contract bearable by the Insured Person. The Excess amount is always payable by the Insured Person and the Insurer shall not compensate it. The Excess is withheld last from the damages to be compensated for.

1.7. **Limit of Indemnity** is the maximum amount of money specified in the policy, which the Insurer shall pay out per Insured Event and per Insured Person.

1.8. **Travel** is the temporary stay of an Insured Person outside their state of residence.

2. Validity of Insurance

2.1. Territorial Scope

2.1.1. Insurance shall be valid for travel throughout the world, except the state of residence of the Insured Person. A state of residence means the state where the Insured Person has lived permanently over 183 days during 365 days before the Travel. In reference to the Insured Events of travel interruption specified in Section 8 of the insurance terms and conditions (except Clause 8.2) the Republic of Estonia is regarded as a territorial scope, if the given insurance event has occurred in the Republic of Estonia.

2.2. Validity of Contract

2.2.1. The insurance contract shall enter into force as of the payment of insurance premium. The insurance contract shall be in force within the Period of Insurance specified in the policy.

2.2.2. The insurance contract shall terminate at 23:59 on the last day of the Period of Insurance.

2.2.3. Withdrawal from the insurance contract or early termination is permitted only in the events provided for by the law.

2.2.4. Insurance cover and Insurer's liability shall commence at 00:00 on the date specified in the policy but no sooner than the Insured Person has crossed the state border of their state of residence. The aforementioned is not subject to insurance events of travel interruption listed in Section 8 of the insurance terms and conditions (except Clause 8.2).

2.3. The starting point of a Travel is the state border or the border checkpoint through which the Insured Person leaves their state of permanent residence.

2.4. A Travel shall be deemed as completed when the Insured Person crosses the border of the state of their permanent residence upon return.

2.5. Limitations of Validity

2.5.1. Insurance shall not cover the damages caused by competitive sport and/or related training.

2.5.2. Insurance shall not cover the damages caused by physical paid employment.

2.5.3. Insurance cover does not apply to events caused by the following activities: parachute and bungee jumping, aerial sports (incl. gliding, sailplaning, hang-gliding, flying with an ultralight aircraft or aircraft built by an amateur, a hot air balloon, etc.), mountain skiing or snowboarding outside the marked runs, downhill and off-piste skiing, diving below 20 meters, surfing (incl. kitesurf), windsurfing, open sea sailing (no port is reached for more than three consecutive days), waterfall descent, rock climbing and wall climbing, alpinism, mountain hiking above 3000 meters, any kind of motor sports, combat sports or contact sports (e.g. boxing, wrestling, judo, karate, etc.), strength sports (e.g. weightlifting, etc.), ice hockey; hikes or expeditions without professional assistance to the pole, jungle, desert, wilderness or uninhabited area; working at mines, oil platforms and natural gas platforms; working as a sailor, diver, stuntman, security guard, rescue worker and in an occupation or a job at which the Insured Person carries or uses a gun; participation in act of war; being in the Defence Forces; being an observer, rescue worker, medical worker in a crisis area, or other similar reasons.

2.5.4. Insurance cover shall not apply to air, ship or rail accidents in reference to the air, ship or rail personnel or other persons involved in the activity concerning the Travel provided that they perform their duties.

3. Exclusions

3.1. No insurance indemnity shall be paid:

3.1.1. to persons who have caused an insurance event intentionally;

3.1.2. if the damages are caused by the bankruptcy of a travel agency or transport company, strike, or liquidation;

3.1.3. if the damage is caused by the activities of public authorities;

3.1.4. if the damage is caused by incomplete travel documentation or faulty execution thereof;

3.1.5. if the damage is caused by the failure of the computer system or other technological failure;

3.1.6. if the damage is caused by the poor work of a travel agency and/or transport company, computer error, or employee's error;

3.1.7. if the damage was caused by the Insured Person committing or trying to commit a crime;

3.1.8. for food and beverage costs;

3.1.9. if the damage is caused by the impact of a mass destruction weapon or device based on nuclear energy;

3.1.10. if the damage to the Insured Person has been caused in connection with nuclear energy for any purposes or such energy getting out of control, epidemic, activities of public authorities, war, civil war, cybercrime, invasion, any armed conflict, mass disorders, internal disturbances, revolution, coup, strike, confiscation, arrest, or lockout.

3.2. The Insurer may refuse to pay the insurance indemnity or reduce the insurance indemnity provided that:

3.2.1. the Insured Person has intentionally or by 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 an Insured Event or on the amount of damage. If the Insured Person violated any term or condition of the contract wrongfully and compliance therewith

was required prior to the occurrence of an Insured Event, then pursuant to Clause 3.2. of the given terms and conditions the Insurer shall have the right 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;

3.2.2. the Insured Event has occurred due to gross negligence or intent of the Insured Person;

3.2.3. at the time of the event the Insured Person is under the influence of alcohol or any other intoxicating or narcotic substance, which has considerably contributed to the cause or extent of damage.

3.3. The Insurer may refuse to pay the insurance indemnity or reduce the insurance indemnity if the Insured Person has provided incomplete or incorrect information, which has an impact on the occurrence of the Insured Event and on the ascertainment of the extent of the Insurer's performance obligation.

3.4. Pursuant to an insurance contract, no lost profits or moral damage shall be indemnified for.

4. Extent of Insurance Cover

4.1. The Insurer shall indemnify for:

4.1.1. medical treatment expenses of the Insured Person, incl. dental first aid costs, purchase costs of the medicinal products and medical aids prescribed by a doctor, transportation to the nearest hospital, transportation of the sick person to state of residence;

4.1.2. funeral expenses for the Insured Person abroad (incl. the cost of coffin) or transportation of the deceased to the state of permanent residence of the Insured Person;

4.1.3. return expenses for a child travelling with the Insured Person if the Insured Event caused by the sickness of the Insured Person or by an accident does not enable to return home upon planned time;

4.1.4. reasonable and justified costs of the Insured Person, one of their travel companion and children travelling with the Insured Person for up to 10 days resulting from their travel extension, in case the Insured Person cannot return to their permanent residence upon planned time due to medical reasons;

4.1.5. reasonable Travel expenses for one close person to visit the Insured Person for up to 5 days, if the Insured Event caused by the sickness of the insured person or by an accident does not enable to return home and they must stay in hospital for at least 10 days;

4.1.6. invalidity benefit, if the Insured Person becomes disabled as the result of an accident;

4.1.7. death benefit, if the Insured Person dies as the result of an accident;

4.1.8. cancellation, interruption, or delay of Travel;

4.1.9. flight delay or airline ticket exchange;

4.1.10. damage to luggage, incl. damage due to luggage delay, breaking or loss of luggage during transportation, theft or robbery of luggage.

4.2. The limits of indemnities for events listed in Clause 4.1 are specified in the policy.

5. Medical Treatment Expenses

5.1. Illness

5.1.1. Expenses for the treatment of an illness that begins during the Travel shall be indemnified, taking into account the restrictions provided in Clause 5.3.

5.1.2. Only the expenses of medical treatment provided abroad shall be indemnified for up to 30 treatment days.

5.1.3. In case of chronic diseases only the first aid expenses shall be indemnified in the event of an unexpected acute condition of a life-threatening disease. In case the acute condition of a disease was medically predictable, no indemnity shall be paid.

5.2. Accident

5.2.1. Expenses for an accident shall be indemnified for, taking into account the restrictions provided in Clause 5.3.

5.2.2. An accident is an unexpected or unpredictable event that occurred against the free will of the Insured Person, during the Period of Insurance and on the agreed upon terms and conditions of the insurance contract, that results in bodily injury to the Insured Person or causes their death by an external and/or violent force.

5.2.3. An accident is also drowning, heat stroke, sun stroke, freezing, trauma caused by sudden change in external pressure, poisoning caused by gas or any other substance that has accidentally entered the organism. An accident also denotes any injury of the Insured Person involuntarily sustained due to an unintentional abrupt movement, which has been medically treated for 7 days and nights as of sustaining the injury.

5.2.4. The following shall not be deemed an accident and no indemnity shall be paid if an injury or health disorder has occurred as the result of:

a) damage caused by a chronic disease (which did not start during the Travel) or physical disability of the Insured Person;

b) condition caused by a medicinal product, alcohol or any other narcotic or intoxicating substance consumed by the Insured Person.

5.2.5. Medical treatment expenses of injuries sustained as the result of an accident during a Travel to a foreign country shall be indemnified for up to 90 treatment days.

5.2.6. Provided that the injury caused by an accident has been significantly affected by a disease or injury that has manifested before the start of the Travel, the indemnity shall be paid only in the extent which is determined to have been directly caused by the given accident.

5.3. Medical Treatment Expenses to Be Indemnified

a) expenses for the analyses and treatment prescribed by a doctor;

b) technical aids prescribed by a doctor, the purchase of which has been previously approved by the Insurer;

c) justified transportation expenses of the sick person, transportation of the sick person to state of residence and unavoidable justified expenses of a possible accompanying person, which have been previously approved by the Insurer

d) upon previous approval by the Insurer, the transportation of the Insured Person's children up to the age of 16, who are left without adult supervision abroad due to acute illness, bodily injuries or death of their parents (foster parents, guardians), to their state of residence;

e) expenses necessary and justified to repair a hearing aid or denture broken in an accident or to buy new ones;

f) dental first aid required to eliminate the focus of pain.

5.3.1. The following shall not be included in medical treatment expenses in cause of falling ill and/or an accident:

a) expenses for spa treatment and travel expenses to the given treatment facility and back;

b) expenses for vaccination and medical examination unrelated to the cases provided in Clause(s) 5.1 and 5.2;

c) medical assistance expenses related to pregnancy and childbirth, except for emergency care in case of an accident;

d) scheduled treatment;

e) expenses for the treatment of oncological diseases;

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

g) expenses for the treatment of an infectious disease caused by insect or tick bite or sting and any complications thereof;

h) treatment methods unaccepted and unrecognized by official medicine;

i) cosmetology, plastic surgery;

j) therapies, etc.

5.3.2. Based on an invoice, the part of medical treatment expenses not subject to indemnification pursuant to a legislation in force.

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

a) the Insured Person knowingly takes advantage of travel insurance to avoid treatment or similar expenses at their permanent residence;

b) the Insured Person uses the medical treatment services for a longer period than justified according to the standpoint of treatment and optimality of expenses.

5.3.4. No indemnity shall be paid if medical treatment expenses resulted from wrong treatment methods.

5.4. Travel Extension Costs

5.4.1. Provided that the insured cannot return home upon planned time due to an illness or an accident, the reasonable and justified costs of the insured, one of their travel companions and children travelling with the insured shall be indemnified for up to 10 days. The expenses shall be preapproved by the Insurer. In addition, the prerequisite is a respective medical certificate issued by a medical institution of the country of location of the insured.

5.5. Travel Expenses of a Close Person

5.5.1. If an illness or an accident prevents the insured from returning home upon planned time and the insured must stay in a hospital for 10 days at least, the reasonable travel expenses of one close person shall be indemnified for up to 5 days. The expenses shall be preapproved by the Insurer.

6. Death

6.1. Should the Insured Person die during their Travel, the justified costs of transporting the deceased to state of residence or the costs of funeral or cremation carried out in a foreign country shall be indemnified (except the wake and expenses related to the travel of close persons).

6.2. In case the Insured Person dies as the result of an accident, the heirs of the Insured Person shall be paid. Indemnity shall be paid in case the Insured Person dies within one year as of the day of the accident that occurred during the Travel.

7. Disability

7.1. Invalidity benefit shall be paid if the Insured Person becomes disabled due to an accident which occurred during a Travel.

7.2. Disability shall be determined and indemnified according to the extent of the loss of work abilty as the result of an accident, which is determined by a professional expert.

7.3. The maximum amount of the invalidity benefit is limited by the Sum Insured specified in the policy.

7.4. The Insured Person has the right to receive the invalidity benefit if their partial or complete loss of work ability is established.

7.4.1. In case of the establishment of partial loss of work ability, 50% of the invalidity Sum Insured shall be indemnified.

7.4.2. In case of the establishment of complete loss of work ability, 100% of the invalidity Sum Insured shall be indemnified.

7.5. The invalidity benefit shall be paid out as a lump-sum reimbursement.

8. Travel Interruption

8.1. Travel Cancellation

8.1.1. Travel cancellation means a situation where a booked and paid for or purchased Travel does not take place.

8.1.2. To receive insurance indemnity, the following shall have happened right before the Travel as the reason of its cancellation:

a) sudden and acute illness, severe injury or death of the Insured Person;

b) sudden and acute illness, severe injury or death of the travel companion, with whom the travel had been booked and paid for jointly, or the spouse/partner or the child of the Insured Person;

c) sudden life-threatening condition or death of the parent, grandparent, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law of the Insured Person;

d) damage to the household property of the Insured Person if it is caused by a criminal offense against property, fire, or natural disasters, due to which the presence of the insured is unavoidably necessary.

8.1.3. In case of travel cancellation the expenses arisen from the obligation of the Insured Person towards the travel agency pursuant to the terms and conditions of the Travel shall be indemnified.

8.1.4. Cancellation of a Travel shall also include early return from a Travel dues to the Insured Event of travel interruption, if the insured returned from the Travel during the first 24 hours.

8.1.5. Insurance shall not indemnify travel interruption if:

a) the insurance premium has been paid later than three days before the reason for travel cancellation has become evident;

b) the reason for the possible cancellation of the Travel including an acute condition of a chronic disease, has become evident before processing the travel document;

c) the insurance premium has been paid after the events provided in Clause 8.1.2 have occurred.

8.2. Travel Discontinuance

8.2.1. Travel discontinuance is the discontinuance of a Travel already started and returning to the state of permanent residence or continuation of the Travel to reach the travel destination.

8.1.1. A Travel shall be deemed to have started as of the moment the Insured Person crosses the border of the state of permanent residence or leaves the state of permanent residence through a border checkpoint.

8.1.2. To receive the insurance indemnity, the reason for Travel discontinuation must be the following that happens during the Travel:

a) sudden and acute illness, severe injury or death of the Insured Person, their spouse/partner or child;

b) sudden life-threatening condition or death of the parent, grandparent, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law of the Insured Person;

c) damage to the home and/or property at the home of the Insured Person if it is caused by a criminal offense against property, fire, or natural disasters, due to which the presence if the insured is unavoidably necessary.

8.1.3. Upon travel discontinuation, the Insured Person shall be indemnified for additional travel and accommodation expenses which are justified and necessary to return home or to reach the travel destination.

8.1.4. Insurance shall not indemnify for travel discontinuance if:

a) the insurance premium has been paid later than three days before the reason for possible travel discontinuation has become evident;

b) the reason for possible travel discontinuation has become evident before processing the travel documents;

c) the insurance premium has been paid after the occurrence of the events outlined in Clause 8.2.3.

8.2. Being Late for Travel

8.2.1. Being late for Travel is a situation where the Insured Person is l ate to the start or transit point of the Travel, using regular means of transport. Regular means of transport include any public means of transport that operate according to a certain timetable on a fixed route (except a hydrofoil).

8.2.2. The starting point of a Travel shall be the state border or border checkpoint of the permanent residence, through which the Insured Person leaves the state of permanent residence.

8.2.3. The transit point of a Travel is a port, airport, train station or bus station the Insured Person uses to continue the Travel.

8.2.4. Expenses incurred due to being late to the starting or transit point of the Travel shall be indemnified 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 the following reasons:

a) getting into a traffic accident;

b) technical failure of the means of transport;

c) weather conditions that prevent the means of transport from operating according to the schedule (incl. an ash cloud);

d) crime and if the ticket reservations of the Travel cannot be changed.

8.2.5. Similarly, expenses incurred due to being late to the starting or transit point of the Travel if the Insured Person gets into a traffic accident with a vehicle they use on their way to the starting or transit point of the Travel shall be indemnified for. The traffic accident must have been duly reported to the police.

8.2.6. The Insurer shall not indemnify for the expenses if:

a) the Insured Person is late to the starting or transit point of the Travel because of not starting the Travel early enough, considering the Travel schedule and conditions prevailing before starting the Travel (traffic conditions, weather conditions, etc.);

b) being late is caused by any activities of public authorities;

c) being late is caused by the poor work of the transport company, computer error or employee's error;

d) the interval between the arrival at the transit point and the departure of the next means of transport planned by a travel agent does not comply with the minimum period requirement;

8.2.7. In reference to being late, justified additional expenses necessary to start or continue the Travel shall be indemnified for. The following shall be indemnified for:

a) additional expenses incurred by being late from one means of transport to another;

b) additional expenses necessary to use alternative means of transport;

c) additional accommodation costs.

8.2.8. Expenses not subject for refund by Travel agent, transport company, hotel or any other person or authority shall be indemnified for.

8.3. Being Late for Travel due to Theft of Documents

8.3.1. If an identity document of the insured is stolen during a Travel in a foreign country, which makes it impossible to continue the Travel as planned and the stay in the foreign country will be extended until an identity document is issued which makes it pos-

sible to continue the Travel, the insured shall be indemnified for additional accommodation and transport costs up to the amount specified in the policy.

8.3.2. Maximally one Insured Event of being late for Travel due to theft of documents shall be indemnified for per Period of Insurance.

8.4. Indemnification for Departing Flight Delay

8.4.1. If a departing flight is delayed due to its postponement or overbooking thereof for more than 4 hours, any respective indispensable subsistence and accommodation costs shall be indemnified for. Maximally one Insured Event of departing flight delay shall be indemnified for per Period of Insurance.

8.4.2. Indemnity shall be paid if the insured submits a written confirmation on the delay of the departure and Travel booking by the airline operator or the Travel agent.

8.5. Change and Exchange of Airline Ticket

8.5.1. The exchange of an airline ticket to the same destination caused by changes to the travel agenda due to unexpected and unpredicted reasons shall be indemnified for.

8.5.2. The exchange fee of an airline ticket and any rise in the price of new airline tickets caused by the exchange of airline tickets shall be indemnified for up to the sum specified in the policy.

8.5.3. Shall be indemnified for if expenses are proven by documents.

9. Measures Applied after Loss Event

9.1. The Insurer shall be informed about an Insured Event as soon as possible and the declaration of damage shall be submitted within one month after the end of the Travel. If the Insured Person violates the given obligation, the Insurer shall be released from its performance obligation.

9.2. In case of a loss event and to receive the insurance indemnity, the Insured Person is obliged to:

9.2.1. consult a doctor as soon as possible in case of an Insured Event of medical treatment expenses. It is allowed to consult any doctor with respective professional qualification and licensed doctor or licensed medical institution;

9.2.2. obtain a document confirming a diagnosis from the doctor. The Insured Person is obliged to present the Insurer the medical documents that are of importance to the clarification of the loss event and the indemnity claim; the Insurer has the right to contact respective authorities and persons to check any issues in connection with the treatment;

9.2.3. present the Insurer a written declaration of damage which is considered as a claim for insurance indemnity;

9.2.4. inform the local police and allow the investigation of the circumstances of the case - provided that it is an offence. The Insurer shall be presented a proof of notifying the police about the offence;

9.2.5. obtain a proof from the transport company for the cancellation, discontinuance or delay of the Travel, which includes the time and reason of the event.

9.3. If the Insured Person does not fulfil the obligations specified in Clause 9.2 or provides false information that influences the clarification of the circumstances of the loss event, the Insurer may reduce the indemnity or refuse to pay it.

10. Luggage Insurance

10.1. Damage resulting from the theft or robbery of the luggage of the insured, or its loss, damage and/or delay to the transfer point or destination caused by a transport company shall be indemnified for. Therewith, the following shall serve as the basis:

10.1.1. luggage shall be deemed to include ony personal necessities and clothes which the Insured Person carries with them on the Travel;

10.1.2. the loss, damage or delay of luggage shall be deemed as an Insured Event if it is not caused by a violation of the diligence obligation or luggage insurance safety requirement by the insured;

10.1.3. the delay of the luggage is deemed as an Insured Event if the luggage arrives at the point of destination or transfer of the Travel for more than four (4) hours;

10.1.4. the following shall not be deemed as luggage: precious metals and stones (incl. jewellery made from them), artworks, unique and antique objects, collections, easily breakable objects of porcelain, marble, glass and ceramics, means of transport, vehicles and their spare parts, money, bank cards, securities and documents (except passport, personal identification card, and driving licence), souvenirs, manuscripts, photographs, plans, drawings, animals, plants, seeds, medicinal products, musical instruments, glasses (incl. sunglasses), watches, food products, memory and SIM-cards, memory ticks and other data mediums.

10.2. Pursuant to luggage insurance the following shall be indemnified for:

10.2.1. the market value of the luggage prior to the Insured Event if it becomes unusable or is lost;

10.2.2. reasonable and justified expense to issue a passport and other imperative documents necessary to continue the Travel;

10.2.3. expenses incurred for purchasing any necessary staple goods up to the indemnity limit specified in the policy due to the delay of the luggage;

10.2.4. the expense specified in Clauses 10.2.2. and 10.2.3. shall be indemnified for without applying Excess.

10.3. Lugggage insurance safety requirements shall be the following:

10.3.1. the insured shall ensure reasonable supervision over the luggage;

10.3.2. no items shall be on sight in a vehicle but in a locked boot instead;

10.3.3. it is prohibited to leave luggage in an unsupervised vehicle or trailer for night (from 22:00 to 06:00). Supervision means that the vehicle is in a closed yard/garage and/or in a closed and guarded parking lot;

10.3.4. the luggage shall not be given to an unauthorised third person;

10.3.5. the luggage insurance applies to photographic, film and video cameras, mobile phones, computers and additional equipment of the aforementioned, passport or any other personal identification document only if these items are under continuous and direct supervision by the insured or kept in a supervised luggage room. The luggage insurance does not applied to the aforementioned items if these are in a luggage compartment or luggage van of an airplane, a bus, a train, or a ship.

10.4. If the lost luggage or a part of it is returned to the insured after its indemnification, they must immediately transfer it to the Insurer or refund the Insurer a respective share of the insurance indemnity.

10.5. Pursuant to the luggage insurance, no damage shall be indemnified for that is caused by:

10.5.1. natural wear of the luggage and aesthetic imperfections (e.g. scratches, soiling, etc.);

10.5.2. any corrosive, staining or flammable substances found in the luggage;

10.5.3. the impact of weather conditions to the luggage;

10.5.4. using the items (incl. sports equipment) included in the luggage;

10.5.5. losing or forgetting the luggage or leaving it unattended;

10.6. Pursuant to the luggage insurance, the part of damage compensated or to be compensated by a transport company shall not be indemnified for.

10.7. No damage or expenses arisen due to the delay of the luggage to the state of permanent residence of the insured shall not be indemnified for upon luggage insurance.

11. Measures Taken after Luggage-Related Loss Event

11.1. The Insurer shall be informed about an Insured Event as soon as possible and the declaration of damage shall be submitted within one month after the end of the Travel. If the Insured Person violates the given obligation, the Insurer shall be released from its performance obligation.

11.2. The Insured Person is obliged to implement methods that eliminate further increase of damages.

11.3. Damaged property shall be preserved until the Insurer has ascertained the amount of damage.

11.4. If the luggage is lost or damaged during transportation, the damage shall be reported to the representative of the transport company and documented proof on it shall be obtained from the transport company.

11.5. In case of a loss event, the Insured Person shall collect any proof on the loss event (gather data and take statements from witnesses, take photographs, etc.).

11.6. The Insurer shall be submitted a written declaration of damage, which is considered an indemnity claim.

11.7. If the luggage is stolen or robbed, the loss event must be reported to the local police. A police notice shall be presented to

the Insurer.

11.8. The Insured Person is obliged to present the Insurer such documents and information that are relevant to the clarification of the loss event and the indemnity claim.

11.9. If the Insured Person fails to perform the obligations specified in Clause(s) 10.3 and/or 11 or provides false information that influences the clarification of the circumstances of the loss event, the Insurer may reduce the indemnity or refuse to pay it.

12. Liability Insurance

12.1. In case of liability insurance, the Insured Person's material liabilities associated with civil liability emanating from the law are insured.

12.2. Pursuant to the insurance contract, any producer liability, employer liability, liability associated with economic activities, any compulsory insurance or liability for the quality of the services provided (professional liability) is not insured.

12.3. Insured Event

12.3.1. An Insured Event is an unexpected and unpredicted event that occurred during Travel within a Period of Insurance (hereafter 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 indemnify for the damage (civil liability).

12.3.2. Events specified in Clauses 12.6. and 3 of the exclusions to the given terms and conditions shall not be deemed as an Insured Event.

12.3.3. Events caused by one and the same reason and claims emanating from one and the same event are deemed as one Insured Event. The time the first event takes place is regarded as the occurrence of an Insured Event.

12.4. Validity of Insurance Contract

12.4.1. Indemnification of damage is based on the legislation in force at the time of the event, the terms and conditions of the insurance contract, the maximum indemnification amount, Excess and prices.

12.4.2. Insurance cover is extended to claims submitted against the Insured Person for up to one year as of the expiry of the Period of Insurance, which are based on an event that took place during the Period of Insurance.

12.5. Insurance Indemnity, Costs for Legal Assistance, Security, and Excess

12.5.1. Insurance indemnity is an amount of money to be paid to indemnify for damages.

12.5.2. According to the given terms and conditions, costs for legal assistance comprise the sum spent on legal assistance, expert assessments and judicial proceedings of the Insured Person in the course of proceeding the claims

12.5.3. The Insurer indemnifies for the costs for legal assistance if these are necessary to reject a claim and to protect the rights of the insured. Only the reasonable and necessary costs for legal assistance preapproved by the Insurer shall be indemnified for.

12.5.4. Security is a financial guarantee the size of which is determined by the court of a foreign country, prosecutor's office, or any other state authority, which the Insured Person is obliged to pay to the bank account provided by the aforementioned authority.

12.5.5. The Limit of Indemnity is the maximum amount of all the obligations and disbursements agreed upon in the insurance contract.

12.5.6. The Limit of Indemnity is reduced by the amount of indemnity paid pursuant to the insurance contract.

12.5.7. Excess is an amount of money agreed upon in the insurance contract, which shall be covered by the Insured Person in any Insured Event.

12.5.8. If the Insured Person has reached an agreement with the person who submitted a claim or has already indemnified for the claim or any part thereof, it is no longer binding for the Insurer, provided that the actual amount of the claim is not proven and/or the indemnification obligation of the Insured Person is debatable.

12.5.9. In case indemnification could be requested from a third person based upon a claim, but the Insured Person waives their claim against the third person, the Insurer shall no longer have the obligation to sustain the claim.

12.5.10. Upon the payment of indemnification, the Insurer has the right to adjust the accounts pursuant to the insurance contract against the insurance premiums outstanding until the end of the Period of Insurance.

12.6. Exclusions

Insurer shall not indemnify for damages or expenses with regard to the following:

12.6.1. fines, interest amounts, interests for delay imposed on the Insured Person and penalties added to the damage;

12.6.2. non-patrimonial damage (including moral damage), lost profits, except lost profits in connection with personal injury;

12.6.3. negotiorum gestio;

12.6.4. unjustified enrichment;

12.6.5. public promise to pay;

12.6.6. presentation of an item;

12.6.7. an event the Insured Person was aware of prior to entering 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.); except when the respective obligation to indemnify for the damage would also arise without a contract concluded;

12.6.9. failure to provide a service (e.g. a claim for the refund of the contract fee) and expenses which the Insured Person has to incur to repair or redo the works carried out improperly;

12.6.10. producer liability, employer liability and claims related to employment contracts or contracts of service;

12.6.11. force majeure: war, coup, revolution, strike, riot, state of emergency, seizure, nationalisation, crime, terrorism, cyberattack, natural disaster;

12.6.12. act committed under the influence of alcoholic, narcotic, toxic or other substances;

12.6.13. the Insured Person providing professional services (consultations, advice, measurements, calculations, planning, medical services, etc.) (professional liability), damage caused by economic activities;

12.6.14. damage indemnified pursuant to the Motor Insurance Act or damage to be indemnified pursuant to any other compulsory insurance agreement;

12.6.15. damage from asbestos dust, toxic mould, genetically modified substance or organism, electromagnetic field, infection, infectious disease, damage caused by chemical or biological substance not used for peaceful purposes;

12.6.16. mutual claims of persons, their family members and persons connected with them covered by one and the same insurance contract, incl. family disputes;

12.6.17. damage caused to the property in the possession of the Insured Person or kept by them, incl. documents or data mediums;

12.6.18. claims arising from damage to sports equipment used by the insured;

12.6.19. claims with regard to pollution, pollution charges and environmental damages;

12.6.20. damage with regard to radioactive, radiative, toxic or explosive nature of any substance;

12.6.21. claims resulting from insult or defamation;

12.6.22. intentionally caused damage;

12.6.23. claims resulting from AIDS, infection, infectious diseases and medicinal products;

12.6.24. claims with regard to driving or use of land vehicles, water crafts or aircrafts.

13. Costs for Legal Assistance and Security

13.1. If the insured commits an unjust act in a foreign country due to negligence or carelessness, the Insurer indemnifies for justified accompanying costs for legal assistance and pays the security up to the Sum Insured in the policy.

13.2. Upon the imposing and payment of security, the Insured Person shall follow the instructions of the authority who imposed the security specified in Clause 12.5.4 with due diligence. In case the Insured violates the stipulations of the given Clause, the security shall not be paid by the Insurer.

13.3. The security shall be returned to the Insurer no later than in 12 months since the payout. If the court or public authorities return the amount of security to the Insured Person, it shall be returned to the Insurer immediately.

13.4. If the security is not returned to the Insured Person, it must be returned within 12 months by the Insured Person to the Insurer.

13.5. The following is not indemnified for:

13.6. intentionally committed acts;

13.7. fines and other obligations of punitive nature;
13.8. expenses spent before the beginning of insurance cover;
13.9. expenses that were spent more than 90 days ago;
13.10. expenses not preapproved by the Insurer.

14. Disclosure of Information

14.1. In case of a loss event, the Insured Person shall submit all the data and documents which prove the occurrence of the loss event and the extent of damage to the Insurer.
14.2. In case of failure to submit data or submission of false data, the Insurer shall have the right to refuse to pay the indemnity or to reduce it.

15. Payment of Insurance Indemnity

15.1. The Insurer shall pay indemnity pursuant to the insurance contract within 30 days as of receipt of the data and documents required to determine the obligation of indemnification (incl. cessation or termination of civil, criminal, or misdemeanour procedure or a ruling of legal validity by the court or a respective official).
15.2. If the data are deemed to be insufficient only with respect to the amount of indemnity, the part of indemnity not subject to dispute shall be paid on the aforementioned due date.

16. Jurisdiction

16.1. All disputes emanating from the given insurance contract shall be settled in court.

17. Transfer of Claim

17.1. An indemnity claim for damages by the Insured Person, the beneficiary or the person who has received indemnity against a third person shall be transferred to the Insurer in the extent of the damage indemnified by the latter.
17.2. Provided that the Insured Person, the beneficiary or the person who has received indemnity waives their claim against a third person or from a right that securing such claim, the Insurer 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 Insured Person, files a claim against their ascendant or descendant relative or spouse or against any other family member who stays with them, the Insurer shall have the rights provided in Clauses 17.1 and 17.2 of the given terms and conditions insofar as such a liability of the respective person is insured or the respective person caused the damage intentionally.

18. Procedure for Delivery of Notices

18.1. All notices between the parties to the insurance contract submitted in the course of performing the contract shall be presented in a format that can be represented in writing or via telephone to PZU: +372 622 4545.

Special terms and conditions of covid-19 coverage of travel insurance terms and conditions R400/2022

Valid from 15.03.2022

1. The Special Terms and Conditions of COVID-19 Coverage are applied with Travel Insurance Terms and Conditions R400/2022.
The exclusion of an epidemic specified in clause 3.1.10. of the Terms and Conditions does not apply to the extent provided for in the Special Terms and Conditions.

2. PZU indemnifies the medical expenses of the insured person related to contracting COVID-19 up to the limit of medical expenses specified on the policy if the insured person contracts COVID-19 when travelling. Expenses related to quarantine or other restrictions, including additional accommodation and transport costs, are not considered part of medical expenses.

3. PZU indemnifies the expenses set forth in the terms and conditions upon the cancellation of travel up to the limit of travel interruption insurance specified on the policy if the insured person, his/her family member or insured person's only travel companion contracts COVID-19 before the start of the trip and cannot therefore travel.

4. If the trip is interrupted PZU will indemnify, up to the limit of travel interruption insurance specified on the policy, the insured person's justified additional expenses of accommodation and transport for travelling back to Estonia and staying in quarantine abroad for up to 14 days if the trip is interrupted because the insured person, a family member travelling with him/her or his/her only travel companion contracts COVID-19 while travelling.

5. The coverage for travel cancellation due to COVID-19 applies to the insured person who has recovered from COVID-19 only if at least four (4) months have passed from recovery by the time the trip is purchased or booked. If less than four (4) months have passed since recovery, the coverage for travel cancellation applies if the PCR test result of the person because of whom the trip was cancelled was negative at the time the trip was purchased or booked.

6. All other cases of travel interruption, which are affected by the COVID-19 virus (quarantine requirements, mandatory testing, self-isolation and prohibition on entering certain regions established in states, changes in flight times/flight cancellations, etc.) and the additional costs caused are not subject to indemnification.

7. The cost of the COVID-19 test required for travelling is not covered.

8. Indemnification is subject to the condition that the insured person has a medically confirmed case of COVID-19.