



Terms and conditions of travel insurance M100/2023

Valid from 25.08.2023

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

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

1. Definitions

- 1.1. The insurer** is AB Lietuvos draudimas Estonia branch (hereinafter referred to as PZU*).
- 1.2.** Policy holder is a natural or legal person who is: entered into an insurance contract.
- 1.3. Insured person** means the natural person indicated in the policy whose health, things, costs or civil liability is insured. The insured person must have their permanent or main residence in Estonia.
- 1.4. Insurance period** means the period of time specified in the insurance policy during which the insurance is valid while travelling. The insurance period may not be shorter than the duration of the trip.
- 1.5. Sum insured** means the maximum indemnity per insured person during the period of validity of the insurance cover specified in the contract for single-trip travel insurance. In the case of multi-trip travel insurance and open days travel insurance, the maximum amount of cover is the maximum indemnity per cover selected, per insured person and per trip. The sum insured for liability insurance and rental car deductible insurance is the maximum amount of indemnity in the insurance period for all insured persons specified by the insurance contract in total. The sums insured vary according to the cover and are shown on the policy. The indemnity limits set out in the policy conditions apply to certain indemnities. The indemnity limit is included in the sum insured for the relevant cover.
- 1.6. Deductible** means the part of the damage subject to indemnification specified in the insurance contract that must be paid by the policyholder or the insured person. When a deductible is applied, it is calculated for each insured person and each insured event. The deductible shall be deducted last from the damage to be compensated. If the loss is greater than the sum insured or the indemnity limit, the deductible is deducted from the sum insured or the indemnity limit.
- 1.7. Trip** means temporary stay of the insured person outside their country of residence. The point of departure is the state border of Estonia or the border station through which the insured person departs from the Republic of Estonia. The destination of the trip is the crossing of the Estonian border when the insured person returns to Estonia. Travel transit point is a foreign port, airport, train or bus station used by the Insured person to continue his or her trip. Travel in Estonia is not insured.
- 1.8. Type of travel insurance**
 - 1.8.1. Single-trip travel insurance** is insurance for one uninterrupted trip.
 - 1.8.2. Multi-trip travel insurance** is insurance for an unlimited number of trips per insurance period, but the duration of one trip cannot exceed the number of days indicated on the policy. Days are counted from the first day of the trip. If a trip is longer than indicated in the policy, the insurance cover will not extend to the days that exceed the specified period.
 - 1.8.3. Open days travel insurance** is a business travel insurance for employees of a legal person, where the number of planned

travel days in the insurance period is stated in the policy and the number of trips in the insurance period is unlimited.

- 1.9. Territory of validity** means the territory indicated in the policy, where the insurance cover is effective. The insurance is not valid in Estonia or in the country of permanent residence of the insured person, except for the insured events of cancellation or late arrival for a trip.

2. Term of insurance cover

- 2.1.** The insurance cover applies to the insured events that occur during a trip that took place during the insurance period.
- 2.2.** The cover for trip cancellation also applies before the insurance period and starts **72 hours** after the premium is paid.
- 2.3.** If the arrival at the final destination is delayed due to the insured event of travel interruption, the insurance cover is extended once for a maximum of 48 hours.

Insurance cover

The policyholder chooses the insurance cover when the insurance contract is entered into. It is possible to choose from amongst the following insurance covers.

3. Medical expenses insurance

When an insurance policy is entered into, it is possible to choose medical expenses insurance. Medical expenses insurance is only valid if indicated on the policy.

- 3.1. An insured event of medical expenses insurance is:**
 - 3.1.1.** a sudden acute illness of an insured person during the insurance period while travelling, the symptoms of which first appear during the given trip (i.e. the insured person has not been diagnosed by a doctor immediately before the start of the trip) and for the treatment of which the insured person needs urgent medical care abroad;
 - 3.1.2.** the unexpected exacerbation of the insured person's chronic illness while abroad provided that its exacerbation was not medically predictable and travel was not contraindicated;
 - 3.1.3.** the insured person's accident which is a sudden event caused by external circumstances that occurred during the trip, which has happened independently of the will of the insured person and has caused injuries whose treatment requires that the insured person be provided with emergency medical care in a foreign country;
 - 3.1.4.** death of the insured person in a foreign country.
 - 3.1.5.** events referred to in points 3.1.1 to 3.1.4 occurring to the insured person as a result of war, a military operation or any armed conflict; an insurrection; civil unrest; revolution, act of terrorism, natural disaster, epidemic or pandemic. The insurance cover only applies if the event referred to in this point commenced while the insured person was already travelling and the insured event occurred within 14 days of the commencement of the listed event, the insured person was not involved in any way in any armed conflict, civil unrest, terrorist act or similar event or in any other related activity or in training for any of these, and the insured event did not occur in the course of any of the activities referred to in point 3.2.4. above. The insurance cover does not apply if the Estonian Ministry of Foreign Affairs had disclosed the information to avoid the region or country and the insured person travelled to the crisis area after the disclosure of this information.
- 3.2. Validity of medical expenses insurance to practice of dangerous hobbies, sports and work**
 - 3.2.1.** Medical expenses insurance applies to amateur and recreational sports. Medical expenses insurance is only valid for the

risky activities, including sports referred to in point 3.2.2, and **physical work** described in point 3.2.3, if this is stated on the policy. Medical expenses insurance does not apply for the activities mentioned in point 3.2.4. above.

3.2.2. Risky activities, including sports, are:

- competitive sports, including participation in sports competitions and training camps and preparation for competitions;
- participation in a mass sports event;
- alpine skiing, snowboarding as an amateur in winter sports centres on marked tracks. The insurance cover only applies to recreational activities: competitions and training are not covered;
- cycling in mountain areas, participation in a cycling tour (up to 4,000 m);
- strength sports (e.g. weightlifting, bodybuilding and strong man events). Strength training as an amateur is covered without selecting additional cover;
- ice hockey;
- recreational diving to the depth permitted by the licence, but no deeper than 20 m;
- participation in ATV and snowmobile safaris and/or hikes designed and organised for tourists;
- participation as a passenger in a sailing trip that lasts for up to three consecutive days;
- participation in organised mountain hikes for tourists (altitudes from 2,500 m to 4,000 m) or water trips on rivers, excluding canyoning trips. The hike must take place on a prepared and marked trail, where supervision, safety and first aid are guaranteed by the local rescue services, the tour operator or a licensed hiker, and where no special equipment is used during the hike and no glaciers, category gorges, peaks or rapids are crossed.

3.2.3. Physical work means work that generally requires physical effort, including work as a driver or bus driver, forestry, agricultural or construction worker, machine or equipment operator, catering worker, hotel attendant and cleaner.

3.2.4. Medical expenses insurance does not cover the following activities:

- skydiving and bungee jumping, air sports, (including gliding, hang-gliding, riding on an ultra-light or amateur-built aircraft, hot-air balloon);
- alpine skiing or snowboarding outside of marked trails or taking part in downhill skiing or snowboarding competitions and preparing for competitions, downhill and speed skiing, slalom, ski jumping and bobsleigh (luge sports);
- underwater sports (excl. amateur diving to a depth of 20 metres), surfing (incl. kite-, surf- and sailboarding), open sea and ocean sailing excl. participation as a passenger in a sailing trip lasting up to three consecutive days, open sea and ocean fishing, whitewater kayaking, canoeing, rafting, jet-skiing;
- mountaineering, rock climbing, wall climbing, alpinism, mountain trekking above 4,000 metres;
- any motor sports including motor sports training and participation in motor vehicle tests;
- combat or contact sports (e.g. boxing, wrestling, judo, karate, etc.);
- extreme sports (downhill mountain biking, freeriding, bike and skateboard stunts, acrobatics, gymnastics with apparatus, trampolining, parkour, tumbling, rugby, American football, heli-skiing, powerkiting incl. landboarding, et al.);
- hikes or expeditions to the poles, jungles, deserts, wilderness or uninhabited areas;
- working as a miner, oil rig worker, diver, fisherman, sailor, policeman, mine clearance expert, security guard, rescue worker, stuntman, member of a ship or airplane crew;
- work or participation in any work or activity or holding any position wherein the insured person carries or uses firearms or handles explosives;
- participation in security, armed forces or similar active service or recruited by them in an armed conflict, civil disturbance, act of terrorism or analogous event; participation in a peacekeeping mission;
- participation in military exercises;
- staying in a crisis area as an observer or a staff employee or for other similar reasons (e.g. medical personnel in a disaster area, etc.) or participating in training or related support activities.

3.3. In the case of a medical expenses insurance claim, the

following expenses incurred abroad will be indemnified

- 3.3.1. necessary and unavoidable medical expenses ordered by a doctor, including the cost of examinations, medical aids and medicines, and the cost of a bed day. The cost of in-patient hospital treatment and medical aids must be agreed with PZU in advance;
 - 3.3.2. **the cost of first-aid dental care in the amount of up to €200** per insurance period;
 - 3.3.3. the cost of emergency assistance in connection with the unexpected exacerbation of a **chronic illness**;
 - 3.3.4. costs of emergency medical assistance caused by unexpected pregnancy complications **before the 28th week of pregnancy** in the amount of up to **€5,000**. PZU does not indemnify for expenses incurred after the 28th week of pregnancy or related to childbirth, abortion, artificial insemination, contraception or a born child;
 - 3.3.5. the necessary costs related to the **initial diagnosis of an oncological** disease and the costs of returning from the trip in the total amount of up to **€3,000** if the initial diagnosis was made on the trip and due to the diagnosis the patient had to return from the trip prematurely. The costs related to the treatment of oncological diseases will not be indemnified.
 - 3.3.6. the necessary costs of the **initial diagnosis of sexually transmitted diseases** in the amount of up to **€1,000**. The costs related to the treatment of sexually transmitted diseases (including HIV, AIDS) will not be indemnified.
 - 3.3.7. the costs for fixing the glasses, hearing aid, prosthesis/prostheses, etc., used by the insured person and damaged as a result of the insured event specified in points 3.1.1. and 3.1.3. or the costs for the purchase of an equivalent item in the amount of up to **€100**;
 - 3.3.8. the reasonable transport and accommodation costs of an insured person who is ill or injured and who needs medical assistance;
 - 3.3.9. the reasonable and justified costs of transporting an insured person who is ill or injured to Estonia if special conditions are necessary for their transport for medical reasons, including the use of a medical escort. The mode and cost of such transport must be agreed with PZU in advance;
 - 3.3.10. the additional reasonable and justified accommodation expenses of one travel companion staying with an insured person who has fallen ill or is injured in a foreign country and transport expenses of returning to Estonia if absolutely necessary (e.g. the mother stays with the child);
 - 3.3.11. additional reasonable and justified accommodation expenses of minor children of an insured person staying abroad as a result of an insured event of medical expenses insurance and transportation expenses for returning to Estonia if the children cannot return from the trip in the manner initially planned with the other parent or adult travel partner;
 - 3.3.12. the reasonable and justified accommodation and transport costs for the insured person's return to Estonia if the insured person cannot return from the trip as planned due to an insured event of medical expenses insurance based on the decision of the attending doctor;
 - 3.3.13. in the event of the death of the insured person, **funeral expenses** abroad and/or the costs of bringing the insured person's remains to Estonia, which have been agreed with PZU in advance. PZU does not indemnify the transport or accommodation of persons attending the funeral or cremation ceremony of the insured person or the costs of the wake.
 - 3.3.14. The sum insured of medical expenses insurance is specified in the policy.
- 3.4. Medical expenses insurance does not indemnify for costs:**
- 3.4.1. that are not unavoidable, including procedures and examinations for which the medical indication allows return to Estonia;
 - 3.4.2. of medicines, medical equipment or aids not prescribed by a doctor and purchased while travelling;
 - 3.4.3. medical services, medicines, medical devices or aids provided in Estonia even if the expenses were caused by an insured event that occurred in a foreign country;
 - 3.4.4. which is linked to an illness or injury which began or was incurred prior to the start of the trip, excl. the cost of emergency assistance in connection with the unexpected exacerbation of a chronic illness;
 - 3.4.5. caused by the insured person's psychiatric or psychoneurolo-

- gical condition or illness (including stress reaction, depression, anxiety disorder, etc.);
- 3.4.6. related to the purchase of medicines that are necessary because of the patient's pre-existing medical condition or about which it was known that they would be needed during the trip before the person went on the trip;
- 3.4.7. scheduled treatment (including dental treatment) and rehabilitation;
- 3.4.8. which is/are related to prophylactic examination, vaccination or other preventive activities;
- 3.4.9. treatment provided by a person who does not have the right to treat;
- 3.4.10. of alternative medicine and unscientifically proven treatments;
- 3.4.11. beauty parlour services, tattoos, cosmetic treatment or plastic surgery, or the consequences thereof;
- 3.4.12. which are related to the transport and accommodation expenses of a travelling companion and/or a family member accompanying the insured person, to the extent that they would have had to bear them even if the insured event had not occurred;
- 3.4.13. which is/are subject to indemnification on the basis of the health insurance system, other health insurance contract or law, including the Motor Third Party Liability Insurance;
- 3.4.14. which are not included in point 3.3. or which are mentioned in point 9 "General exclusions".
- 3.5. Action in the case of a medical expenses insurance event**

In the case of an illness or accident, the insured person must:

- 3.5.1. immediately consult a licensed doctor or medical institution, follow the doctor's instructions, obtain a medical certificate with a diagnosis of the treatment received, stating the time of the treatment, the initial visit and a description of the treatment carried out. If the insured person does not know where to go for treatment, they can call the PZU 24-hour customer support number to arrange treatment;
- 3.5.2. inform PZU or its claims handling partner immediately of the need for hospital treatment. Hospitalisation costs will only be indemnified if approved in advance by PZU or its claims handling partner;
- 3.5.3. immediately inform PZU or its claims handling partner of the need for special conditions during transport to Estonia that are caused by the insured person's condition and are medically indicated. The costs of such transport will only be indemnified if approved in advance by PZU or its claims handling partner or if the transport is arranged by PZU or its claims handling partner;
- 3.5.4. when treatment is needed in Europe, present the European Health Insurance Card to the medical institution or, in its absence, apply for a replacement certificate from the Estonian Health Insurance Fund if the insured person is insured with the Estonian Health Insurance Fund;
- 3.5.5. coordinate any additional accommodation and transport costs related to a medical expenses insurance claim with PZU in advance.

In the event of the death of an insured person, the next of kin must:

- 3.5.6. coordinate the cost of burial or cremation abroad or return to Estonia with PZU or its claims handling partner.

In addition to the provisions of this point, the obligations mentioned in point 10 "Obligations of the policyholder and the insured person" must be performed.

4. Personal accident insurance

Personal accident insurance is only valid if indicated on the policy.

- 4.1. An insured event of personal accident insurance** is a sudden event caused by external circumstances and independent of the will of the insured person that occurred with the insured person during the trip, as a result of which:
 - 4.1.1. the insured person dies within one year of the occurrence of an accident; or
 - 4.1.2. the insured person who is a minor or an old-age pensioner develops a severe or profound disability within one year of

- the accident, or
- 4.1.3. an insured person with the capacity for work develops partial or full incapacity for work within one year of the accident.
- 4.2.** In the event of incapacity for work or a disability being determined, the decision of the competent authority regarding the incapacity and its extent or the determination of the disability must be submitted to PZU.
- 4.3.** In the event of death, a medical certificate stating the cause of death and a certificate of succession identifying the heirs entitled to the insurance indemnity have been submitted to PZU.
- 4.4.** Personal accident insurance indemnity is paid as a one-off indemnity.
- 4.5. In the case of an insured event personal accident insurance, the following will be indemnified:**
 - 4.5.1. in the event of the death of the insured person, the amount of personal accident insurance indicated in the policy;
 - 4.5.2. 50% of the amount of personal accident insurance indicated on the policy if the insured person is certified as having partial capacity for work or severely disabled;
 - 4.5.3. the amount of personal accident insurance indicated on the policy if the insured person is certified as having fully lost their capacity for work or profoundly disabled.
- 4.6. No personal accident insurance indemnity is paid if the death, disability or loss of capacity for work was caused by:**
 - 4.6.1. an illness of the insured person;
 - 4.6.2. any medical procedure, except where such procedure is the result of an accident specified in point 3.1.3;
 - 4.6.3. tick or insect bites;
 - 4.6.4. risky activity as described in point 3.2.2. or physical work as described in point 3.2.3., unless this is noted in the policy;
 - 4.6.5. the activities specified in point 3.2.4;
 - 4.6.6. the activities or events specified in point 9 "General exclusions".

5. Travel interruption insurance

When an insurance policy is entered into, it is possible to choose travel interruption insurance. Travel interruption insurance covers the cancellation, late arrival or interruption of a trip. You can also select **travel interruption additional cover** and **waiving the trip additional cover** at the time of conclusion of the contract. Travel interruption insurance, travel interruption additional cover and waiving the trip additional cover are only valid if indicated in the policy.

- 5.1. An insured event of cancellation of a trip** is the non-attendance of a booked and partially paid or purchased trip for the following reasons
 - 5.1.1. an unexpected illness, accident or death of the insured person or the family member travelling with them (i.e. spouse, partner, child, grandchild, sister, brother, parent, grandparent) or the only travel companion;
 - 5.1.2. life-threatening condition, serious bodily injury or death of the insured person's spouse, partner, child, grandchild, sister, brother, parent, grandparent, uncle, aunt, mother-in-law, father-in-law, partner's child, daughter-in-law, son-in-law;
 - 5.1.3. damage to or destruction of the insured person's property in Estonia, which requires their presence;
 - 5.1.4. involvement in an accident of the vehicle that is used for travelling to the point of departure the trip;
 - 5.1.5. the insured person remains the only passenger if the other travelling companions do not go on the trip due to an insured event referred to in points 5.1.1. to 5.1.4. above.

When the **travel interruption additional cover** is selected, the following are also covered in the event of cancellation of a trip:

- 5.1.6. an unforeseen cancellation of a public event (conference, concert, sports event, etc.) or a work-related meeting that was the purpose of the travel;
- 5.1.7. a flight delay of more than 4h, as a result of which the insured person misses the purpose of the trip mentioned in point 5.1.6;
- 5.1.8. a natural disaster (e.g. earthquake, landslide, volcanic eruption, hurricane, tsunami, flood) on the route of the trip, as a result of which the Estonian Ministry of Foreign Affairs or another state body has published information or advice to avoid travelling to the area concerned;

- 5.1.9. an act of terrorism occurring within one week before the start of the trip on the route of the trip, as a result of which the Estonian Ministry of Foreign Affairs or another state body has published information or advice to avoid travelling to the area concerned;
- 5.1.10. work interruption in the transport company or the company providing the service used for travel; a strike.
- 5.2. In the case of an insured event of cancellation of a trip, the following is indemnified:**
- 5.2.1. the cost of services not used in connection with the trip (e.g. hotel reservations, airline tickets, car rental, concert tickets, excursions), which the insured person or the policyholder is not entitled to recover from the tour operator or the travel service provider.
- 5.3. An insured event of late arrival for a trip** is the insured person arriving late at the point of departure or transit for the following reasons:
- 5.3.1. the non-departure of a means of transport or taxi operating on a regular route, a deviation from the schedule or missing the departure as a result of:
- weather conditions (including an ash cloud);
 - a technical fault in the means of transport or its involvement in an accident;
 - the overbooking of the means of transport;
 - airspace congestion;
 - an emergency landing of an aircraft;
- 5.3.2. changes to the flight schedule of scheduled air services by the air carrier after tickets have been purchased (unless the change is caused by a natural disaster, terrorism, industrial action or strike);
- 5.3.3. involvement in an accident of the vehicle that is used for travelling to the point of departure or transit of the trip.
- 5.3.4. theft of identity documents of the insured person abroad or any other criminal offence which makes it impossible to stick to the original travel plan.

When the **travel interruption additional cover** is selected, insured events of lateness for travel also include:

- 5.3.5. change in the timetable on the route of the trip due to a natural disaster (e.g. earthquake, landslide, volcanic eruption, hurricane, tsunami, flood) or failure of the transport prescribed in the travel package;
- 5.3.6. change in the timetable on the route of the trip due to a terrorist act or the failure of the transport specified in the package;
- 5.3.7. work stoppage in the transport company or the company providing the service used for travel; a strike.
- 5.4. In the case of an insured event of late arrival for a trip, the following is indemnified:**
- 5.4.1. the cost of rebooking tickets necessary to reach the destination or return to Estonia or the cost of using alternative means of transport in the cheapest available price category; reasonable and justified additional accommodation costs and the cost of the unused portion of a travel package if the insured person cancels the trip at its starting point or at a transit point within the first 24 hours because the objective of the trip is rendered largely or wholly unachievable due to the trip being delayed, except in cases where the reason for the trip being delayed is changes to the schedule of regular flights by the airline after the flight tickets have been purchased;
- 5.4.2. in the event of a change in the flight schedule of scheduled flights made by the air carrier after the tickets have been purchased (the event referred to in point 5.3.2), the fee for changing the tickets and the cost of the increase in the price of the new tickets due to the change will be indemnified for **up to €150**. The change of the flight ticket to the same destination is indemnified.
- 5.5. An insured event of travel interruption** is the interruption of a trip that has already begun and the return to Estonia, or a later arrival at the destination than planned during the trip, for the following reasons:
- 5.5.1. an unexpected illness, accident or death of the insured person or the family member travelling with them (i.e. spouse, partner, child, grandchild, sister, brother, parent, grandparent) or the only travel companion;
- 5.5.2. life-threatening condition, serious bodily injury or death of the insured person's spouse, partner, child, grandchild, sister,

- brother, parent, grandparent, uncle, aunt, mother-in-law, father-in-law, partner's child, daughter-in-law, son-in-law;
- 5.5.3. damage to or destruction of the insured person's property in Estonia, which requires their presence;
- 5.5.4. theft of identity documents of the insured person abroad or any other criminal offence which makes it impossible to stick to the original travel plan.
- 5.5.5. an accident or theft of the vehicle used for the trip which makes it impossible to continue the trip;
- 5.5.6. war, military operation or any armed conflict; uprising; civil disturbance; revolution, act of terrorism, natural disaster, epidemic or pandemic. In the cases referred to in this sub-point, the insurance cover applies only if the event listed above, which caused the interruption of the trip, started while the insured person was already travelling and the trip was interrupted within 14 days of the start of the listed event, and the insured person was not in any way involved in any armed conflict, civil disturbance, terrorist act or similar event, or in any other related activity or training. The insurance cover does not apply if the Estonian Ministry of Foreign Affairs had disclosed the information to avoid the region or country and the insured person travelled to the crisis area after the disclosure of this information.
- 5.6. In the case of an insured event of travel interruption insurance, the following is indemnified:**
- 5.6.1. reasonable and justified additional travel and accommodation expenses necessary for the insured person's return to Estonia or to reach the destination of the trip or related to the prolongation of the trip due to the insured event referred to in point 5.5.1. The expenses that the insured person would have had to incur even if the insured event had not occurred are not subject to indemnification;
- 5.6.2. the cost of the unused portion of the travel package if the insured person returns from the trip within the first 24 hours;
- 5.6.3. only the reasonable and justified travel and accommodation expenses related to the return to Estonia if the trip is interrupted for the reason mentioned in point 5.5.6. above. PZU does not indemnify the cost of unused travel services or organise evacuation.
- 5.7. Waiving the trip additional cover**
- 5.7.1. **Waiving the trip additional cover** is the cancellation of the trip by the insured person on their own initiative before the trip.
- 5.7.2. **In the case of an insured event of waiving the trip additional cover indemnifies** the cost of transport, accommodation, or other services which the insured person was unable to use and which the service provider was unable to reimburse. Deductible of 30% shall be deducted from the amount eligible for indemnification.
- 5.7.3. Waiving the trip additional cover is valid if the insurance contract is taken out no later than **two weeks** after the trip is booked or otherwise contracted.
- 5.7.4. Waiving the trip additional cover does not apply if the border of the country of destination is already closed at the moment the insurance contract is concluded or cover is added, and this situation will continue until the date of departure.
- 5.7.5. In the case of multi-trip insurance and open travel days insurance, a maximum of two additional events of withdrawal from travel per insurance period will be covered.
- 5.7.6. Point 5.8. and sub-point 9.2. of point 9 "General exclusions" are not applied in the case of waiving the trip additional cover.
- 5.8. The costs or losses caused by the following are not indemnified on the basis of the travel interruption insurance and travel interruption additional cover:**
- 5.8.1. an illness (including the exacerbation of a chronic illness) or injury the onset of which was before the entry into the insurance contract or the start of the insurance cover, and the exacerbation of their consequences or the continuation of treatment. The onset of the disease is defined as the first symptoms or diagnosis, whichever occurs first;
- 5.8.2. the insured person's pregnancy or a complication arising from it, or due to childbirth, except for a health problem due to a sudden complication occurring before the 28th week of pregnancy;
- 5.8.3. caused by the insured person's psychiatric or psychoneurological condition or illness (including stress reaction, depression, anxiety disorder, etc.);
- 5.8.4. incomplete travel documentation (including, but not limited

- to, passport/ID card, visa, vaccination certificate, driving licence) or the fact that the documentation was poorly prepared;
- 5.8.5. costs incurred due to falsely planned travelling schedule. If the travel package has not been prepared by a registered tour operator or travel agency, the minimum time between connection flights must be at least 2 hours or comply with the minimum time between connection flights prescribed in the booking systems. In the event of a dispute, a note in the airline reservation system will be used to specify flight times and connecting points;
- 5.8.6. caused by the acts, omissions, insolvency or bankruptcy of the tour operator, travel agency or other trip-related service provider;
- 5.8.7. the repair, storage, write-off and transport (including return to Estonia) of a vehicle;
- 5.8.8. which are not included in points 5.2., 5.4.; 5.6. or which are mentioned in point 9 "General exclusions".
- 5.9. The amount of travel disruption indemnity is reduced by any compensation or indemnity, such as the value of a voucher, which the insured person is entitled to receive from the tour operator, transport company or other service provider.
- 5.10. The sum insured of travel interruption insurance is specified in the policy.
- 5.11. **Action in the case of an insured event of travel interruption insurance**
- 5.11.1. in the event of cancellation, interruption or being late for the trip, the insured person is obliged to immediately inform the tour operator, accommodation establishment, transport company or other service provider in order to request a refund of the advance payment or compensation for additional costs related to the disruption. In the case of non-compliance with the obligation to notify, PZU will not indemnify for any additional costs or damage caused by the delay;
- 5.11.2. in the case of sickness, a medical certificate stating the time of onset of symptoms and the diagnosis must be submitted to PZU;
- 5.11.3. if a third party (e.g. a tour operator, airline) is responsible for the transport, the insured person must immediately contact the person who caused the damage to obtain compensation of the costs and ask the person who caused the damage for a written certificate stating the cause of the incident, the time when it occurred and the amount of compensation paid to the insured person;
- 5.11.4. if a crime has been committed against the insured person or they have been involved in a traffic accident, they are obliged to report the accident, theft (robbery) or other crime to the relevant law enforcement authority.

In addition to the provisions of this point, the obligations mentioned in point 10 "Obligations of the policyholder and the insured person" must be performed.

6. Luggage insurance

When taking out an insurance policy, it is possible to choose luggage insurance and **additional luggage insurance cover**. Luggage insurance and additional luggage insurance cover are only valid if indicated on the policy.

- 6.1. **Luggage** means the personal items taken by the insured person on the trip or purchased during the trip, excluding the items specified in point 6.1.2., which are not deemed to be luggage.
- 6.1.1. **Valuable items** in luggage include: electronic equipment (e.g. laptop, tablet, photo, video, multimedia equipment, telephone, their accessories, etc.), identity documents (passport, ID card, driving licence) and glasses (except sunglasses). The insurance cover for valuable items is only valid if the safety requirements mentioned in point 6.6. are met.
- 6.1.2. Precious metals and stones (including jewellery made from them), fur, works of art, unique and antique items, collections, easily broken porcelain, marble, glass and clay items, motor vehicles (incl. caravans, trailers and boats) and their spare parts, keys, door cards, money, bankcards, securities and documents (excluding passport, ID card and driver's licence), souvenirs, manuscripts, photos, plans, animals, plants, seeds, medicinal products (including food supplements), musical instruments, watches, sunglasses,

contact lenses, perfumes, tobacco products, including e-cigarettes and other similar products, memory and SIM cards, flash drives and other data media, product and goods samples, tools, weapons and illegal items **are not deemed to be luggage**.

6.2. An insured event of luggage insurance means

- 6.2.1. the arrival of the insured luggage in a foreign country is delayed by more than 4 hours by fault of the transport company;
- 6.2.2. theft or robbery of the insured luggage abroad;
- 6.2.3. loss of the insured luggage at the time when it was entrusted to a transport company or accommodation establishment. Luggage is considered lost if the transport company or accommodation establishment has issued a certificate to that effect;
- 6.2.4. damage to or destruction of the insured luggage at the time when it was entrusted to a transport company;
- 6.2.5. damage to or destruction of the insured luggage as a result of a traffic accident.

6.3. The following costs are indemnified in the case of an insured event of luggage insurance:

- 6.3.1. the cost of purchasing essential items (basic clothing, toiletries, etc.) abroad in the event of luggage delay, up to the amount of €60 per each day of delay, and for a maximum of three days of delay. In the event of damage caused by delayed luggage, the deductible stated in the policy will not apply. PZU does not indemnify for medicines, food, drink and tobacco products;
- 6.3.2. the cost of repairs is indemnified in the event of damage to luggage. If repairing the damaged luggage is not possible or economically reasonable, or if the luggage has been destroyed, stolen, or lost, the market value of the item at the time of the loss or damage will be indemnified. If it is not possible to determine the market price of the damaged item, the cost of the item at the time of acquisition will be indemnified, less 15% depreciation for each calendar year. Depreciation is calculated for items more than one year old;
- 6.3.3. in the event of the theft or robbery of an identity document abroad, the reasonable and justified cost of identity documents strictly necessary for the continuation of the journey will be indemnified. The deductible indicated in the policy is not be applied upon indemnification.
- 6.3.4. if the **luggage insurance additional cover** is selected, the cost of purchasing or hiring essential items for the purpose of the trip (e.g. sports equipment, formal attire) will be reimbursed in the amount of up to €400 in the event of luggage delay. One insured event of luggage insurance additional cover per insurance period will be indemnified, subject to the luggage deductible shown on the policy.
- 6.3.5. The sum insured of the luggage insurance is indicated in the policy.

6.4. Luggage insurance does not indemnify for costs or losses:

- 6.4.1. caused by natural wear and tear of luggage, aesthetic defects (e.g. scratches, soiling, damage to decorative elements);
- 6.4.2. caused by corrosive, soiling, flammable objects or substances in the luggage;
- 6.4.3. caused by the impact of weather conditions on luggage;
- 6.4.4. caused by the use of items in the luggage (including sports equipment);
- 6.4.5. caused by the luggage being lost, forgotten or left unattended;
- 6.4.6. which were or will be compensated by a transport company, accommodation establishment or other service provider;
- 6.4.7. caused by the late arrival of the luggage in Estonia;
- 6.4.8. which are not included in point 6.3. or which are mentioned in point 9 "General exclusions".

6.5. Safety precautions for luggage storage

- 6.5.1. the insured person must ensure adequate and reasonable supervision of the luggage;
- 6.5.2. in accommodation establishments, items must be kept in a designated room or locked room;
- 6.5.3. items must not be visible in a vehicle, but must be kept in a locked luggage compartment;
- 6.5.4. when leaving the vehicle, it must be locked and the existing security devices must be activated;
- 6.5.5. the luggage must not be left unattended in a vehicle or trailer for the night (22–6 o'clock); Supervision means parking in a closed yard/garage or in a closed and physically supervised

- 6.5.6. parking area;
- 6.5.6. sports equipment (e.g. bicycles, snowboards, skis) must be locked to a designated stand or other appropriate fixture in a public place and when left unattended.
- 6.5.7. In case of non-compliance with the safety precautions, PZU has the right to reduce the insurance indemnity or refuse to pay the indemnity.
- 6.6. Valuable items in luggage** (list of items in 6.1.1.) are covered by luggage insurance only if they are under the uninterrupted and direct supervision of the insured person, in the accommodation establishment's safe or in a guarded luggage storage room. Luggage insurance does not cover the above items if they are in the luggage compartment of an aircraft, bus, train or ship, including the luggage compartment of a cabin or luggage car.
- 6.7. Action in the case of an insured event of luggage insurance**
 - 6.7.1. in the event of destruction, damage or loss of luggage, the insured person must contact the transport company or accommodation establishment or other service provider responsible for the luggage within 7 days and submit a claim for compensation;
 - 6.7.2. in the event the luggage arrives late, the insured person must submit a certificate proving that the luggage arrived late, the time when the luggage was received and the invoices for purchasing or renting the necessary items;
 - 6.7.3. if the loss or damage was caused by the activities of a transport, accommodation or service company, the insured person must submit to PZU a certificate from that company stating the cause of the incident and the time when it occurred;
 - 6.7.4. if the insured person has been the victim of a crime or a traffic accident, he or she is obliged to register the traffic accident, theft (robbery) or other offence with a law enforcement agency. a respective notice must be submitted to PZU;
 - 6.7.5. the insured person must collect any evidence (e.g. witness statements and testimonies, photographs, etc.) to prove that the loss or damage occurred and the amount of the loss or damage;
 - 6.7.6. the damaged property must be kept until PZU has determined the amount of the damage;
 - 6.7.7. in the event of theft, damage, destruction or loss of luggage, the insured person must provide PZU with proof of purchase and proof of the normal value or market price of the items.
 - 6.7.8. In the event of indemnification for luggage insurance loss, PZU is entitled to demand the transfer of the remains of the property or the replaced property or the right to recover it to PZU. PZU has the right to suspend the payment of the insurance indemnity or reduce the insurance indemnity by the usual value (market price) of the aforementioned property until the transfer.
 - 6.7.9. If PZU has indemnified for a lost, stolen or robbed item and it is found, the insured person must inform PZU thereof immediately. In such a case, PZU has the right to demand the transfer of the item for which indemnity was paid.

In addition to the provisions of this point, the obligations mentioned in point 10 "Obligations of the policyholder and the insured person" must be performed.

7. Liability insurance

Liability insurance can be selected when an insurance contract is signed. Liability insurance covers the civil liability of a person. Liability insurance is valid only if it is indicated in the policy.

- 7.1. Liability insurance event** is an unexpected and unforeseeable event that occurred during the insurance period and is causally related to the activities of the insured person and as a result of which the injured person suffered material damage and the insured person is obliged to compensate for such damage pursuant to law.
 - 7.1.1. Any and all events arising from the same cause and any and all claims arising from the same event are deemed to be the same insured event.
 - 7.1.2. The insurance cover extends to the claims filed against the insured person, which fall due not later than within one year after the end of the insurance period and which are based on the insured event that occurred during the insurance period.
- 7.2. In the event of an insured event of liability insurance,**

the following will be compensated:

- 7.2.1. direct material damage caused to a third party;
- 7.2.2. legal expenses related to the insured event if this is necessary to object to the claim filed against the insured person and protect the rights of the insured person. Only the legal expenses approved by PZU in advance are subject to indemnification. PZU does not indemnify for legal expenses if they are not related to an insured event or if indemnification for damage is ruled out with the terms and conditions of insurance. A deductible is not applied to legal expenses.
- 7.2.3. If the events for which the insured person is liable have caused several injured parties to file claims and the total amount of those claims exceeds the sum insured, PZU will satisfy the claims in equal amounts to the extent of the sum insured.
- 7.2.4. If several persons are liable for the same loss, PZU only indemnifies the part of the total loss for which the insured person is liable, but not more than the sum insured indicated in the policy.
- 7.2.5. If a part of the claim filed against the insured person has not been proven, PZU will indemnify only the proven part.
- 7.2.6. The sum insured of liability insurance is specified in the policy.
- 7.3. Liability insurance does not indemnify for costs or losses:**
 - 7.3.1. incurred by the insured person himself/herself, his/her travelling companion or a member of his/her family, as well as by another person insured under the same policy;
 - 7.3.2. which are caused to property that is in the insured person's possession etc., including documents or data media, has been leased or borrowed by the insured person or has been otherwise given to the insured person's use (e.g. damage to a rental car), **except claims related to short-term rental of premises (hotels, apartments) in the amount of up to € 2000;**
 - 7.3.3. for which the insured person is liable as the owner or possessor of a building or apartment;
 - 7.3.4. caused by animals belonging to or being in the custody of the insured person;
 - 7.3.5. caused by risk liability and a major source of danger, including a watercraft, aircraft or land vehicle (boat, drone, car, etc.), excluding non-power driven land vehicles (e.g. bicycle and non-motorised vehicles incl. electric vehicles with a max. speed of 25 km/h);
 - 7.3.6. for which the insured person is liable in criminal or misdemeanour proceedings;
 - 7.3.7. which are purely economic damage, i.e. property damage not directly linked to damage to a person or property;
 - 7.3.8. in respect of fines, interest, default interest, penalties added to damages imposed on the insured person;
 - 7.3.9. arisen due to air, land or water pollution;
 - 7.3.10. caused in the course of the performance of the insured person's duties or in the course of business activities;
 - 7.3.11. arisen in the course of a fight;
 - 7.3.12. which are subject to indemnification under other liability insurance contracts, including the Motor Third Party Liability Insurance;
 - 7.3.13. for which the insured person is liable under a contract or guarantee;
 - 7.3.14. arisen in the course of sports competitions or preparatory training therefor;
 - 7.3.15. which have been compensated by the insured person or which the latter has agreed to compensate without the approval of PZU;
 - 7.3.16. the losses or costs specified in point 9 "General exclusions" are also not indemnified.
- 7.4. Action in the case of an insured event of liability insurance**
 - 7.4.1. the insured person must forward to PZU the claim made against him/her, his/her letter of explanation and other documents proving the circumstances of the case (e.g. police or medical certificate, receipts for the cost of the property, witness statements);
 - 7.4.2. the insured person must not agree to compensate for the loss or damage until it has been approved by PZU;
 - 7.4.3. legal costs must be approved by PZU.

In addition to the provisions of this point, the obligations mentioned in point 10 "Obligations of the policyholder and the insured person" must be performed.

8. Rental car deductible insurance

Liability insurance can be selected when an insurance contract is signed. Rental car deductible insurance is valid only if it is indicated in the policy.

8.1. An insured event of rental car deductible insurance is the theft, robbery, destruction or damage to of the vehicle hired or rented abroad, the rental contract of which specifies the insured person as the driver, which gives rise to the insured person's obligation to pay a deductible to the rental company under the rental contract.

8.2. The rental car deductible insurance is valid if

- 8.2.1. the vehicle is a passenger car (a vehicle designed to carry up to 9 passengers);
- 8.2.2. the insured event occurs during the trip and in the territory of validity indicated on the policy;
- 8.2.3. the lessor of the rental car is a legal person whose official area of activity is short-term rental of vehicles;
- 8.2.4. the rental car had a valid vehicle insurance (comprehensive insurance) contract at the moment of the insured event.

8.3. In the case of an insured event of rental car deductible insurance, the deductible stated in the claim submitted by the car rental company will be indemnified up to the sum insured stated in the policy.

8.4. No indemnity is paid on the basis of the rental car deductible insurance if

- 8.4.1. the rental vehicle has been used contrary to the terms of the rental contract or the rented vehicle was driven by a person not named in the rental contract;
- 8.4.2. the rental vehicle was used in an unsuitable place or on an unsuitable road (e.g. off-road, forest, field, bog, water, embankment, forest road, unofficial ice road);
- 8.4.3. the damage to the rental vehicle occurred during a race, competition or practice for these;
- 8.4.4. the driver of the rental car left the scene of the accident or other event causing damage in breach of the law;
- 8.4.5. the damage to the rental car was caused by the use of illegal, substandard or incorrect fuel;
- 8.4.6. the claim is based on previous damage to the rental car;
- 8.4.7. the claim is not specified in point 8.3. of the Terms and Conditions or is mentioned in point 9 "General exclusions".

8.5. Obligations of the policyholder and the insured person in the case of rental car deductible insurance

- 8.5.1. only a person who has a valid driving licence and is authorised to drive in the country where the car is used is allowed to drive the rental car;
- 8.5.2. a rental car may not be used for economic activities or driving practice;
- 8.5.3. when leaving the rental vehicle, the driver must close the windows and roof hatch, lock the doors, take all keys, remote controls and documents with him/her and activate any surveillance devices available;
- 8.5.4. the keys, remotes and documents must be kept in a place and in a way that prevents them from being taken without robbery or breaking into the building;
- 8.5.5. in order to detect possible damage, the insured person must inspect the vehicle on receipt and handover and, together with the hire or rental company, document any visible defects and damage.

Action in the case of an insured event of rental car deductible insurance

- 8.5.6. upon damage to the rental car, the car rental company must immediately be contacted and notified of the event and instructions must be requested for further conduct;
- 8.5.7. the theft, misappropriation, robbery, vandalism and other unlawful acts involving the rental car must be reported immediately to the law enforcement authorities;
- 8.5.8. if the rental car is involved in a traffic accident, it is necessary to notify about this according to valid legislation and to register the circumstances of the accident at the scene of the event;
- 8.5.9. damage to the rental car and the scene of the event must be photographed;
- 8.5.10. in the event of damage to or destruction of the rental car, measures must be taken to minimise the damage or limit further damage;

- 8.5.11. in order to obtain the indemnity, the rental or hire contract must be submitted to PZU together with the insurance policy covering the rental car and the claim for the deductible submitted by the rental or hire company, an explanation of the circumstances under which the damage occurred, photographs of the scene of the event and of the damage caused to the rental car.

In addition to the provisions of this point, the obligations mentioned in point 10 "Obligations of the policyholder and the insured person" must be performed.

9. General exclusions

The exclusions given in this clause apply to all insured events listed in the Terms and Conditions of Insurance, unless otherwise stipulated in a point of the Terms and Conditions. Please also read the exclusions in the General Terms and Conditions of Insurance Contracts of PZU.

9.1. PZU does not indemnify for the loss or cost

- 9.1.1. if there is no indication of the respective insurance cover on the policy;
- 9.1.2. if the costs are not included in the list of the costs to be indemnified on the basis of insurance cover;
- 9.1.3. if the insurance contract has been made or the trip has been purchased/booked after the occurrence of the circumstance that caused the loss event;
- 9.1.4. if the damage is non-proprietary (moral damage);
- 9.1.5. in the case of loss of earnings, fines, time spent, daily allowance or other indirect costs;
- 9.1.6. incurred for food and drink;
- 9.1.7. which has been indemnified by another person liable to do so;
- 9.1.8. which were incurred in connection with an uninsured person in PZU, regardless of the fact that the insured person paid it;
- 9.1.9. which is not proved by documents;
- 9.1.10. which the insured person would have had to pay even if the insured event had not occurred;
- 9.1.11. which has arisen in a situation where the Estonian Ministry of Foreign Affairs or another state body has disclosed information or a recommendation to avoid a region or country and the insured person travelled there after the information was disclosed;
- 9.1.12. if the person entitled to receive the insurance indemnity is the subject of an international financial sanction.

9.2. PZU does not indemnify the loss or costs caused by:

- 9.2.1. the consumption of alcohol, narcotic or psychotropic substances;
- 9.2.2. the insured person's suicide, attempted suicide, self-injuries or putting one's health at risk;
- 9.2.3. searching for the insured person if he or she gets lost or goes missing;
- 9.2.4. caused by the insured person's psychiatric or psychoneurological condition or illness (including stress reaction, depression, anxiety disorder, etc.);
- 9.2.5. the occurrence of a traffic accident as a result of the insured person not having the right to drive;
- 9.2.6. the acts or omissions of authorities (e.g. airport security checks, restrictions or bans on entering regions, etc);
- 9.2.7. natural disaster (e.g. earthquake, landslide, volcanic eruption, hurricane, tsunami, flood). In applying this exclusion, the differences set out in points 3.1.5, 5.1.8, 5.3.5 and 5.5.6 of the Terms and Conditions are taken into account;
- 9.2.8. epidemic or pandemic. In applying this exclusion, the differences set out in points 3.1.5. and 5.5.6 of the Terms and Conditions are taken into account;
- 9.2.9. war, military operation or any armed conflict, uprising, riot, civil commotion, revolution, act of terrorism, invasion, coup d'état, hostilities or other similar event. In applying this exclusion, the differences set out in points 3.1.5, 5.1.9, 5.3.6 and 5.5.6 of the Terms and Conditions are taken into account;
- 9.2.10. strike, work stoppage, insolvency, bankruptcy, or contractual action or liability of a third party (e.g. transport company, tour operator). In applying this exclusion, the differences set out in points 5.1.10 and 5.3.7 of the Terms and Conditions are taken into account.
- 9.2.11. serving in the defence forces, armed or security forces or their support activities;
- 9.2.12. nuclear energy or radioactivity;

- 9.2.13. expropriation or seizure of property;
- 9.2.14. cybercrime; lock-out; financial sanction.

10. General obligations of policyholder and insured person in the case of an insured event

- 10.1.** take all possible measures to limit further damage and to avoid possible further damage, as well as to establish the circumstances and causes of the insured event, the amount of the damage, the person who caused the damage and witnesses, and to preserve evidence.
- 10.2.** immediately notify PZU of the occurrence of the insured event, providing full, correct and complete information about the event and its circumstances (including the amount of the loss, the persons who caused the loss) and follow the instructions of the PZU representative. The insured person can also report an insured event of medical expenses insurance to the claims handling partner;
- 10.3.** submit to PZU all the evidence and documents necessary to establish the occurrence of the insured event and the amount of the loss or damage (e.g. receipts, payment documents, e-mails, photos, screenshots, witness statements).
- 10.4.** ensure that PZU receives the required information about the insured event, including provide access to sensitive personal data, and the submission of explanations and documents. Depending on the nature of the insured event, PZU has the right to demand the submission of explanations and proof concerning the state of health and treatment before the insured event. The insured person submits the aforementioned information at the request of PZU themselves or authorises PZU to request the necessary documents.
- 10.5.** assist PZU in submitting the recourse claim by providing the necessary information, documents, explanations, etc., to exercise the right of recourse;
- 10.6.** If the policyholder or the insured person fails to comply with one or more of the requirements set out in clauses 10.1 to 10.5, PZU has the right to reduce the insurance indemnity or refuse to pay the insurance indemnity.

11. Indemnification procedure

- 11.1.** PZU makes the decision to pay out or refuse to pay out the insurance indemnity not later than within ten working days of receiving all of the required documents.
- 11.2.** PZU pays the insurance indemnity to the insured person or to the company (e.g. a medical institution) that provided the service to the insured person. In the event of the insured person's death, the indemnity shall will paid out to their successors.
- 11.3.** The insurer has no obligation to pay a cash indemnity until the person entitled to receive the indemnity has notified the insurer of the account number to which the indemnity is to be paid, the name of the account holder and other necessary information relating to the account.
- 11.4.** Sums insured and the limits of indemnity apply separately for each insured person, unless otherwise stated for the insurance covers. In the case of a loss event, each insured person will be compensated for his or her share of the loss (e.g. a family trip for three insured persons cost €1500 and the sum insured is €500 per person, but the child's share in the loss is €100, then the child's share of the loss is indemnified in the amount of €100).
- 11.5.** Indemnification is based on in whose interests the cost was incurred, not who has borne the costs.
- 11.6.** If it is not possible to prove how much of the damage is related to the insured person, the damage will be indemnified in proportion to their share in respect of the number of all the users of this service (including children).
- 11.7.** PZU indemnifies reasonable and unavoidable administrative costs related to an insured event (making copies of documents, fees for the issuing of evidence, and telephone calls in connection with the event to PZU or its claims-handling partner, a transport company, a travel agency, an accommodation establishment, or another company providing travel services) based on cost documentation. PZU does not indemnify transport or accommodation costs connected to obtaining documentation.
- 11.8. PZU reduces or refuses to pay the insurance indemnity**
 - 11.8.1.** if the policyholder has failed to pay the insurance premium by

the agreed date and the insured event occurs after the due date of the insurance premium;

- 11.8.2.** if the policyholder or the insured person has misled or has tried to mislead PZU about the circumstances and/or amount of the expenses.
- 11.8.3.** if the insured person has breached an obligation set forth in the insurance contract, including the obligation to comply with security requirements, and this breach had an impact on the emergence of the damage or the size of the damage or the scope of the performance obligation of PZU;
- 11.8.4.** if the insured person caused the insured event intentionally or due to gross negligence;
- 11.8.5.** PZU decides on the extent of release from the obligation to perform the insurance contract.
- 11.9. Refunding the insurance indemnity**
 - 11.9.1.** If PZU becomes aware of a breach of the insurance contract after payment of the insurance indemnity, PZU will have the right to partially or fully reclaim the insurance indemnity paid, depending on whether PZU, having known of the breach of the insurance contract, would have refused payment of the insurance indemnity or reduced the insurance indemnity.
 - 11.9.2.** The policyholder or the insured person must repay the insurance indemnity to PZU within ten days if any circumstances that exclude indemnification have become evident after the loss was indemnified or if a third party has indemnified the loss.