

# Terms and conditions of purchase insurance OK100/2024

Valid from 16 April 2024

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



These insurance terms and conditions (hereinafter also referred to as Terms and Conditions) form a part of the purchase insurance contract entered into between AB Lietuvos draudimas Estonia branch (hereinafter referred to as the Insurer or PZU) and the policyholder. The Terms and Conditions are applied with the PZU General Terms and Conditions of Insurance Contracts. In any issues not regulated in the Terms and Conditions the parties to the insurance contract proceed from the Law of Obligations Act and other effective legislation.

PZU purchase insurance for AS SEB Pank credit cards complements other types of insurance. This means that, if other insurance contracts are in force at the time of the insured event and the Insured Person is entitled to indemnity (for example, home or travel insurance), only the amount not covered by other insurance contracts will be indemnified.

## 1. Definitions

- 1.1. Policyholder** – AS SEB Bank, which has entered into a purchase insurance contract in favour of the Insured Person.
- 1.2. Insurer** – AB Lietuvos draudimas Estonian branch.
- 1.3. Credit Card** – a credit card issued by AS SEB Pank to a private customer.
- 1.4. Credit Card Account** – an account linked to a Credit Card agreement from which a credit limit can be drawn and to which a credit limit can be repaid.
- 1.5. Insured Person** – a Credit Card holder who is a natural person. The cover also extends to family members living with the Insured Person and to persons forming a joint household with the Insured Person.
- 1.6. Insurance Cover** – the Insurer's obligation to indemnify the Insured Person for the loss or damage suffered, according to the terms and conditions of the insurance contract.
- 1.7. Durable Goods** – movables intended for independent final consumption that have a useful life of at least three years. The period of use is set by the manufacturer. If the manufacturer does not specify a service life, the service life of the objects is based on their intended use and the material from which they are made.
- 1.8. Insurable Value** – the replacement cost of the insured object without exceeding the purchase price of the insured object.
- 1.9. Sum Insured** – the maximum payout amount payable by the Insurer per period of insurance, insured object or insured event, according to the table in the Terms and Conditions. For certain insured objects, indemnity limits set out in the Terms and Conditions apply.
- 1.10. Deductible** – the Insured Person's share of the loss or damage that is subject to indemnification. The deductible will be deducted last from the loss or damage to be indemnified. If the loss or damage is greater than the Sum Insured or the indemnity limit, the deductible is deducted from the Sum Insured or the indemnity limit. The amount of the deductible is EUR 50. If several insured objects are damaged or destroyed as a result of an insured event, a single deductible applies.
- 1.11. Robbery** – the unlawful taking of an insured object by force or threat of force.
- 1.12. Burglary** – the theft of an insured object from a place (including a building, a vehicle, etc.) in the exclusive use of the Insured Person and their close relatives mentioned in clause 1.5 of the Terms and Conditions, by breaking in.

## 2. Insured object

- 2.1.** An insured object is a durable good purchased new, with a value of at least EUR 100, which is in the possession of the Insured Person or another person as referred to in clause 1.5 of the Terms and Conditions and for which the Insured Person has paid a seller who is a legal person in full by means of a valid and insured Credit

Card or by means of a transfer from a respective Credit Card Account.

- 2.2.** The following are not insured objects:
  - a) items bought second-hand, excluding sample items on the seller's premises;
  - b) motor vehicles, including watercraft and aircraft, their engines, equipment, parts and accessories;
  - c) objects in an unlocked place (including a building or vehicle) in the exclusive use of the Insured Person and persons close to them mentioned in clause 1.5 of the Terms and Conditions;
  - d) parts of a building or objects attached to a building, including floor coverings, ceramic tiles, air conditioners and heaters;
  - e) objects left unattended on an unattended construction site or in a building under construction;
  - f) objects that have been modified, repaired or remanufactured at the time of purchase or afterwards;
  - g) objects purchased for resale, professional or business purposes;
  - h) plants and animals;
  - i) objects for which the seller has not been paid in full;
  - j) rented, hired or leased items;
  - k) contraband, illicitly acquired objects or objects prohibited by law;
  - l) objects in a public place, even if locked or under surveillance.

## 3. Validity of Insurance Cover

- 3.1.** The Insurance Cover becomes valid when the insured object is transferred to the Insured Person and is valid for the following 180 days. If there is no documentary proof of the moment of transfer of the item, the Insurance Cover will end 180 days after payment for the purchase. If the purchase was paid for in several instalments, the first instalment is taken as the basis.
- 3.2.** The Insurance Cover applies to purchases made with a valid and activated Credit Card during the insurance period.

## 4. Territory of insurance

- 4.1.** The Insurance Cover is valid worldwide.

## 5. Insured event

- 5.1.** An insured event is an unexpected, sudden and unforeseeable event with respect to the Insured Person, during which the insured object is damaged or destroyed and burglary or robbery of the insured object during the validity of the Insurance Cover.
- 5.2.** Insured events do not include:
  - a) loss of the insured object;
  - b) a failure which is covered under the warranty provided by the manufacturer or the seller to the insured object;
  - c) wear and tear or damage or loss (e.g. destruction, loss) of the insured object resulting from normal use;
  - d) damage to an insured object if it was used for a purpose for which it was not intended;
  - e) damage to the insured object if it was not used or maintained in accordance with the manufacturer's instructions;
  - f) alteration of or damage to the insured object during its processing (including cutting, sawing and shaping);
  - g) fraud, swindling or misappropriation by a third party, if possession of the insured object was voluntarily transferred;
  - h) damage to or destruction of the insured object as a result of an unlawful act committed by the Insured Person or another person referred to in clause 1.5 of the Terms and Conditions;
  - i) the loss or damage caused intentionally or by gross negligence on the part of the Insured Person or any other person referred to in clause 1.5 of the Terms and Conditions;
  - j) the theft of an insured object without any signs of burglary;
  - k) theft (including burglary) or robbery of an insured object in a place accessible to the public (e.g. the staircase of an apartment

- l) building), even if the object is locked or under surveillance;
- m) damage caused by animals, insects and parasites;
- n) damage caused by weather conditions;
- o) damage caused to the insured object by contact with sand and dust;
- p) damage caused by corrosion, rusting, oxidation, softening, lime-scale formation, rotting, mould, changes in air temperature or humidity, as well as damage caused by drying, evaporation, shrinkage, expansion or similar processes;
- q) damage to the insured object caused by a battery, including damage caused by battery leakage;
- r) damage caused to the insured object by any legal or illegal software (including computer viruses);
- s) visual defects of the insured object which do not prevent it from being used for its intended purpose (scratches, dents, stains, spots, discolouration, etc.);
- t) damage to or destruction of the insured object caused by an internal electrical or mechanical failure of the insured object;
- u) a war or a political clash of arms, an act of terrorism, an uprising, civil unrest, a strike or interruption of work;
- v) the application of an international sanction and expropriation of the insured object;
- w) confiscation by a public or administrative authority or a customs officer and expropriation;
- x) radioactive contamination.

## 6. Safety requirements

- 6.1. The Insured Person and any other person mentioned in clause 1.5 of the Terms and Conditions are obliged to handle the insured object with care and in prudent manner and to follow all requirements, instructions, etc., arising from the legislation in force in the Republic of Estonia and the instructions for use of the goods issued by the manufacturers.
- 6.2. It is forbidden to leave the insured object unattended unless it is placed in a locked place (including a building or vehicle), out of sight and inaccessible to third parties.
- 6.3. All of the doors, windows, hatches and other openings of the building or the vehicle must be closed and locked in such a manner that the obstacle or lock that obstructs access to the location of the property cannot be removed and the location of the property cannot be entered without a forged key, picklock or any other mechanical tool or an unlawfully obtained key. The key or other means of unlocking the lock must not be kept in a place or in a manner that would enable third parties to gain access to them.
- 6.4. The insured object is deemed to be under supervision if the Insured Person or another person referred to in clause 1.5 of the Terms and Conditions keeps the object in such a way that any illegal activity with respect to the insured object is immediately noticeable.

## 7. Sums Insured

- 7.1. The table shows the maximum Sums Insured per insured object, per insured event and per year. Indemnity will be based on the actual amount of the loss or damage, subject to the relevant limit for the Sum Insured.

	<b>Maximum Sum Insured</b>
<b>Single object</b>	1,000€
<b>One insured event</b>	2,000€
<b>Total insurance period (calendar year)</b>	4,000€
<b>Items with indemnity limit</b>	400€

- 7.2. The indemnity limit applies per insured event and per insured object to the following items: computers, their parts and peripherals; mobile phones; glasses, including sunglasses; watches; unique items, jewellery (including precious stones, precious metals and pearls); fur items.
- 7.3. If, in the course of a single insured event, several insured objects are damaged, destroyed or lost, the Sum Insured of EUR 2,000 applies to the total of all insured objects included in the same insured event.
- 7.4. The maximum Sum Insured per all insured events that occur in a year is EUR 4,000 in total. The annual period is calculated from the date of activation of the credit card. The annual Sum Insured decreases according to the amount of the indemnity paid out.

## 8. Insurance indemnity and types of indemnification

- 8.1. The maximum insurance indemnity per insured event is limited to the Sum Insured.
- 8.2. The types of indemnification include monetary indemnity and indemnification for the costs of restoration of the damaged object (including repair and renovation) or replacement of the insured object with an equivalent one.
- 8.3. If, in the opinion of the Insurer, the restoration of the insured object is economically feasible, the reasonable repair or repair costs necessary for the restoration will be indemnified.
- 8.4. In the event of destruction, theft or robbery, the Insurable Value of the insured object will be indemnified.
- 8.5. The method of indemnification is determined by the Insurer.
- 8.6. The following is not subject to indemnification:
  - a) delivery and handling costs, including transport costs, disposal costs, installation and other service charges;
  - b) damage and defects that existed on the insured object before the start of Insurance Cover.
- 8.7. The Insurer will not pay the indemnity if the same loss or damage has already been indemnified by someone else (e.g. another Insurer, the person who caused the damage, etc.).
- 8.8. If the Insured Person regains possession of the stolen object after the indemnity has been paid, the returned object must be returned to the Insurer or the indemnity must be reimbursed. The same applies if the Insurer has indemnified the cost of replacing the damaged object with a new or equivalent one.
- 8.9. The indemnity is paid to the Insured Person or to the person entitled to receive the benefit determined by the Insured Person.

## 9. Reporting insured events

- 9.1. The Insured Person must report the insured event to PZU as soon as possible after becoming aware of it, but not later than within five working days, either in person or via a representative.
- 9.2. The claim must be submitted through the PZU Self Service [www.pzu.ee/iseteenindus](http://www.pzu.ee/iseteenindus).
- 9.3. For an insured event to be processed, the Insured Person must submit at least the following documents:
  - a) a bank-approved Credit Card or Credit Card Account statement proving the transaction;
  - b) a document evidencing the purchase which sets out the name of the goods, the date of the purchase (or the date of receipt of the goods) and the cost;
  - c) police certificate in case of theft or robbery.
- 9.4. In the event of an insured event, the Insured Person has the obligation to cooperate with the Insurer to the extent necessary to determine the Insurer's contractual obligations, including providing the Insurer with all information and documents in its possession concerning the causes of the loss or damage and the amount of the loss or damage, and, if necessary, to authorise the Insurer to obtain the necessary information and additional documents.