Terms and conditions of multi-trip travel insurance 'Travel' R100/2024

Valid from 16.04.2024

This is unoffical 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 policy holder. 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.

Table of sums insured

This table contains an overview of sums insured and indemnity limits, which are the maximum amounts that PZU will indemnify in the case of an insured event. If the actual loss is smaller, the smaller amount will form the basis of the indemnity.

PZU will not pay more than the sum insured shown in the table for all insured events on the same trip.

Insurance cover	Sum insured / indemnity limit	Reference to terms and conditions of insurance
Sums insured and indemnity limits per insured person per trip		
Sum insured of medical expenses insurance	500,000 euros	3
 incl. indemnity limits of medical expenses per insured person dental first aid costs of unexpected complications related to pregnancy before the 28th week of pregnancy necessary costs of the initial diagnosis of oncological diseases necessary costs of the initial diagnosis of sexually transmitted diseases 	200 euros 5,000 euros 3,000 euros 1,000 euros	3.3.2 3.3.4 3.3.5 3.3.6
- costs of acquisition of medical aids	200 euros	3.3.7
Sum insured of travel interruption insurance (cancellation or interruption of a trip or late arrival for a trip)	2,000 euros (deductible: 30 euros)	5
Sum insured of luggage insurance	1,000 euros (deductible: 30 euros)	8
- incl. indemnity limit for luggage being delayed for more than four	300 euros	8.3.1
hours - incl. the cost of a replacement document	reasonable and justified expenses	8.3.3
Sums insured and indemnity limits per insured person per insurance period		
Sum insured of delayed departure in a foreign country of more than four hours	150 euros	6
Sum insured of changing and exchanging airline tickets	150 euros	7
Sum insured of liability insurance	10,000 euros (deductible: 30 euros)	9.1-9.4
- incl. indemnity limit for claims arising from short-term rental of premises (hotels and apartments)	2,000 euros	9.3.2
Sum insured of legal expenses	1,000 euros (deductible: 30 euros)	9.5
Sum insured of bail	3,000 euros (deductible: 30 euros)	9.5
Sums insured and indemnity limits per insured person		
Sum insured of personal accident insurance - indemnity in the event of death 100% - indemnity upon partial capacity for work or severe disability 50% - indemnity upon incapacity for work or severe disability 100%	10,000 euros	4 4.5.1 4.5.2 4.5.3

1. Definitions

- **1.1. The insurer** is AB Lietuvos draudimas Estonia branch (hereinafter referred to as PZU*).
- **1.2. Policy holder** is a client of AS SEB Pank who is a natural person and has entered into an insurance contract.
- 1.3. Insured person is, in the case of the 'Travel' travel insurance package, the policy holder whose permanent or main residence is in Estonia. In the case of the 'Travel junior' travel insurance package, the insured person can be the policy holder or their spouse's/partner's child of up to 17 years of age (inclusive) who is stated on the policy and whose permanent or main residence is in Estonia.
- 1.4. Insurance period is the period stated in the insurance policy during which the cover is valid, subject to the provisions of point 2 of the Terms and Conditions. The number of trips during the insurance period is not limited.
- 1.5. Sum insured is the maximum amount payable per insurance period, per trip or per insured person according to the table provided in the Terms and Conditions. Sums insured vary according to the cover.
 Certain indemnities are subject to the indemnity limits set out in the terms and conditions of insurance. The indemnity limit is included in the sum insured for the relevant cover.
 PZU will not pay more than the sum insured as shown in the Terms and Conditions for all insured events on the same trip.
- 1.6. Deductible means the part of the damage subject to indemnification specified in the insurance contract that must be paid by the policy holder or the insured person. 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 is a temporary stay of the insured person outside Estonia. The trip starts when they leave Estonia and ends when they return. Travel transit point is a foreign port, airport, train or bus station used by the insured person to continue their trip. Trips in Estonia are not insured.
- **1.8. Territory** of validity is the whole world, except the Russian Federation, Belarus and Ukraine. The insurance is not valid in Estonia, except for insured events of cancellation of or late arrival for a trip that have occurred in Estonia.

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. If the insurance period ends during the trip, the insurance cover will only remain valid if the policy holder enters into a new insurance contract with the insurer and pays the premium by the deadline set by the insurer and the new insurance period starts immediately after the end of the previous one.
- 2.2. The insurance cover is valid for the first 90 days of each trip during the insurance period. The insurance cover does not apply to events occurring after 90 days, except in the case referred to in point 2.4 below.
- **2.3.** The cover for trip cancellation also applies before the start of insurance period and comes into force 72 hours after the premium is paid.
- **2.4.** If, upon returning from a trip, arrival at the final destination is delayed due to the insured event of travel disruption, the insurance cover is extended once for a maximum of 48 hours.

Insurance cover

3. Medical expenses insurance

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 happened independently of the will of the insured person and

- 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 points 3.2.2 and 3.2.3 below. The insurance cover does not apply if the Estonian Ministry of Foreign Affairs issued advice to avoid the region or country and the insured person travelled to the crisis area after the advice was issued.

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, except the activities mentioned in point 3.2.3 below.
- 3.2.2. **Medical expenses insurance does not apply to physical work.**Physical work means work that generally requires physical effort, including:
 - working as a driver or bus driver, forestry, agricultural or construction worker, machine or equipment operator, catering worker, hotel attendant or cleaner;
 - 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.

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

- competitive sports, including participation in sports competitions and training camps and preparation for competitions;
- participation in a mass sports event;
- skydiving, bungee jumping and air sports (including gliding, hang-gliding, riding in an ultra-light or amateur-built aircraft or hot-air balloon);
- alpine skiing or snowboarding outside of marked trails, downhill and speed skiing, slalom, ski jumping and bobsleigh (luge sports);
- cycling in mountainous areas and participation in a cycling tour (up to 2,500 m);
- underwater sports (excl. amateur diving to a depth of 20 metres), surfing (incl. kitesurfing 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 and jet-skiing;
- mountaineering, rock climbing, wall climbing, alpinism and mountain trekking above 2,500 metres;
- any motor sports including motor sports training and participation in motor vehicle tests:
- combat or contact sports (boxing, wrestling, judo, karate, etc.);
- strength sports (e.g. weightlifting, bodybuilding and strong man events);
- extreme sports (downhill mountain biking, freeriding, bike and skateboard stunts, acrobatics, gymnastics with apparatus, trampolining, parkour, tumbling, rugby, American football, heli-skiing, power kiting incl. land boarding, et al.);
- ice hockey;
- hikes or expeditions to the poles, jungles, deserts, wilderness or uninhabited areas and cave exploration;
- 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 and participation in a peacekeeping mission;
- participation in military exercises;
- being in a crisis area as an observer or employee or for other similar reasons (e.g. medical personnel in a disaster area) 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;
- 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 expenses incurred after the 28th week of pregnancy as a result of a complication related to 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 during 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 cost of purchasing an equivalent item in the amount of up to €200;
- 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. a mother remaining with her 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 table provided in the Terms and Conditions.
- 3.4. Medical expenses insurance does not indemnify costs:
- 3.4.1. that are not unavoidable, including procedures and examinations for which the medical indication allows return to Estonia;
- 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 psychoneurological condition or illness (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;
- of scheduled treatment (including dental treatment) and rehabilitation;
- 3.4.8. which are related to prophylactic examination, vaccination or other preventive activities;
- 3.4.9. of 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. of 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 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 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 10 "General exclusions".
- 3.5. Actions to take 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 and 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 of returning to Estonia with PZU or its claims-handling partner.

In addition to the provisions of point 3.5, the insured person must fulfil the obligations mentioned in point 11.

4. Personal accident insurance

- **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 for 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 must be submitted to PZU.
- **4.4.** Personal accident insurance indemnity is paid as one-off indemnity.
- 4.5. In the case of an insured event of 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 in the table provided in the Terms and Conditions 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 in the table provided in the Terms and Conditions if the insured person is certified as having fully lost their capacity for work or being pro-



- foundly 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. physical work as described in point 3.2.2;
- 4.6.5 the activities specified in point 3.2.3; or
- the activities or events specified in point 10 "General exclusions". 4.6.6.

5. Travel interruption insurance

Travel interruption insurance covers the cancellation, late arrival or interruption of a trip.

- 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
- 5.1.1. The unexpected illness, accident or death of the insured person or a family member travelling with them (i.e. spouse, partner, child, grandchild, brother, sister, parent or grandparent) or the only travel companion:
- 5.1.2. A life-threatening condition, serious bodily injury or death of the insured person's spouse, partner, child, grandchild, brother, sister, parent, grandparent, uncle, aunt, mother-in-law, father-in-law, partner's child, son-in-law, or daughter-in-law;
- Damage to or the destruction of the insured person's property in 5.1.3. Estonia, which requires them to return;
- 5.1.4. Involvement in an accident of the vehicle that is used for travelling to the point of departure of the trip;
- 5.1.5. The insured person remains the only passenger when 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.
- 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 and excursions) which the insured person or the policy holder is not entitled to recover from the tour operator or the travel service provider.
- An insured event of late arrival for a trip is the insured person 5.3. arriving late at the point of departure or transit for the following
- The non-departure of a means of transport operating on a regular 5.3.1. route (i.e. public means of transport that operates on a specific route based on an established schedule) or a taxi, 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 $\,$
 - the overbooking of the means of transport;
 - airspace congestion; or
 - an emergency landing of an aircraft.
- 5.3.2 Involvement in a traffic accident of the vehicle that is used for travelling to the point of departure or transit of the trip.
- 5.3.3. Theft of identity documents of the insured person abroad or any other criminal offence which makes it impossible to keep to the original travel plan.

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, and 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;
- 5.5. An insured event of travel interruption is the interruption of a trip that has already begun, a return to Estonia or later arrival at the destination than planned during the trip for the following reasons:
- The unexpected illness, accident or death of the insured person or 5.5.1. a family member travelling with them (i.e. spouse, partner, child, grandchild, brother, sister, parent or grandparent) or the only travel companion;
- 5.5.2. The life-threatening condition, serious bodily injury or death of the insured person's spouse, partner, child, grandchild, brother, sister, parent, grandparent, uncle, aunt, mother-in-law, father-in-

- law, partner's child, son-in-law or daughter-in-law;
- 5.5.3. Damage to or destruction of the insured person's property in Estonia, which requires them to return;
- 5.5.4. Theft of identity documents of the insured person abroad or any other criminal offence which makes it impossible to keep to the original travel plan;
- A traffic accident or theft of the vehicle used for the trip which 5.5.5. makes it impossible to continue the trip;
- War, military operation or any armed conflict; uprising; civil distur-5.5.6. bance; revolution, act of terrorism, natural disaster, epidemic or pandemic. In the cases referred to in this sub-point, the insurance cover only applies 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 issued advice to avoid the region or country and the insured person travelled to the crisis area after the advice was issued.

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 indemnifica-
- The cost of the unused portion of the travel package if the insured 5.6.2. person returns from the trip within the first 24 hours.
- 5.6.3. Only the reasonable and justified travel and accommodation expenses related to returning to Estonia if the trip is interrupted for the reason mentioned in point 5.5.6 above. PZU will not indemnify the cost of unused travel services or organise an evacuation.

5.7. Travel interruption insurance cover does not indemnify costs

- 5.7.1. caused by an illness (including the exacerbation of a chronic illness) or injury the onset of which was before the entry into the insurance contract, booking/purchasing of the trip 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;
- 5.7.2. due to 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 pregnan-
- caused by the insured person's psychiatric or psychoneurological 5.7.3. condition or illness (stress reaction, depression, anxiety disorder,
- incomplete travel documentation (including, but not limited to, 5.7.4. passport/ID card, visa, vaccination certificate and driver's licence) or the fact that the documentation was poorly prepared;
- 5.7.5. caused by a poorly planned trip schedule (i.e. the trip did not start early enough, taking into account traffic conditions, weather conditions, etc.). In the case of air travel, if the travel package has not been prepared by a registered tour operator or travel agency, the minimum time between connecting flights must be at least 2 hours or comply with the minimum time between connecting flights prescribed in 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;
- 5.7.6. caused by the acts, omissions, insolvency or bankruptcy of the tour operator, travel agency or other trip-related service provider; 5.7.7. strike, work stoppage;
- 5.7.8. the repair, storage, write-off and transporting (including returning to Estonia) of a vehicle: or
- 5.7.9. which are not included in points 5.2, 5.4 or 5.6 or which are mentioned in point 10 "General exclusions".
- 5.8. 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.
- 5.9. The sum insured of travel interruption insurance is specified in the table provided in the Terms and Conditions.
- 5.10. Actions to take in the case of a travel interruption insurance event
- 5.10.1. 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 any additional costs or damage caused by the delay.
- In the case of sickness, a medical certificate stating the time of onset of symptoms and the diagnosis must be submitted to PZU.
- 5.10.3. If a third party (e.g. tour operator or 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 it occurred and the amount of compensation paid to the insured person.
- 5.10.4. 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 point 5.10, the insured person must fulfil the obligations mentioned in point 11.

6. Departing flight delay

- **6.1. Departing flight delay** is an insured event that involves the departure flight being delayed for more than four hours in a foreign country.
- 6.2. In the case of an insured event of departing flight delay, the additional reasonable transport and accommodation costs incurred will be indemnified in the amount of up to 150 euros per insurance period.
- **6.3.** Expenses related to the changing and exchanging of airline tickets are not indemnified under departing flight delay cover. This cost is indemnified according to point 7.
- **6.4.** In the case of departing flight delay cover, points 10.2.6, 10.2.7 and 10.2.10 of point 10 "General exclusions" do not apply.

7. Changing and exchanging of airline tickets

- **7.1.** The **insured event of changing and exchanging airline tickets** is a change in the itinerary due to an unforeseeable cause beyond the control of the insured person.
- 7.2. In the case of an insured event of changing and exchanging airline tickets, the cost of changing airline tickets and the cost of the increase in the price of the new airline tickets due to the change or the cost of alternative transport to the same destination or the cost of the unused airline ticket if the insured person cancels a connecting flight due to the change/cancellation of a previous flight will be indemnified in the amount of up to 150 euros per insurance period.
- 7.3. The costs or losses caused by the following are not indemnified on the basis of the cover for changing and exchanging
- 7.3.1. A poorly planned trip schedule. If the travel package has not been prepared by a registered tour operator or travel agency, the minimum time between connecting flights must be at least 2 hours or comply with the minimum time between connecting 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.
- 7.3.2. Incomplete travel documentation (including, but not limited to, passport/ID card, visa, vaccination certificate and driver's licence) or the fact that the documentation was poorly prepared.
- 7.3.3. Contractual misconduct or liability, insolvency or bankruptcy of the tour operator or travel agency.
- 7.3.4. In the case of cover for changing and exchanging airline tickets, points 10.2.6, 10.2.7, 10.2.10 and 10.2.11 of point 10 "General exclusions" do not apply, subject to the limitation set out in point 7.3.3 above.

8. Luggage insurance

- **8.1. Luggage** means the personal items taken by the insured person on the trip or purchased during the trip, excluding the items specified in point 8.1.2, which are not deemed to be luggage.
- 8.1.1. Valuable items in luggage include electronic equipment (e.g. laptop, tablet, camera, video recorder, multimedia equipment, telephone and accessories), identity documents (passport, ID card

- and driver's licence) and glasses (except sunglasses). The insurance cover for valuable items is only valid if the safety requirements mentioned in point 8.6 are met.
- 8.1.2. 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, food and drinks, 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.

8.2. An insured event of luggage insurance means:

- 8.2.1. the arrival of the insured luggage in a foreign country being delayed by more than 4 hours through the fault of the transport
- 8.2.2. theft or robbery of the insured luggage abroad;
- 8.2.3. loss of the insured luggage at a 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;
- 8.2.4. damage to or destruction of the insured luggage at a time when it was entrusted to a transport company; or
- 8.2.5. damage to or destruction of the insured luggage as a result of a traffic accident.

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

- 8.3.1. The cost of purchasing essential items (basic clothing, toiletries, etc.) abroad in the event of a luggage delay, up to the total amount of €300. In the case of damage caused by delayed luggage, the deductible stated in the policy does not apply. PZU does not indemnify medicines, food, drinks and tobacco products.
- 8.3.2. The cost of repairs is indemnified in the case of damage to luggage.
 - If repairing the damaged luggage is not possible or economically feasible, or if the luggage has been lost, stolen or destroyed, 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.
- 8.3.3. 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 applied upon indemnification.
- 8.3.4. The sum insured of the luggage insurance is indicated in the table provided in the Terms and Conditions.

8.4. Luggage insurance does not indemnify costs or losses:

- 8.4.1. caused by the natural wear and tear of luggage or aesthetic
- defects (e.g. scratches, soiling or damage to decorative elements); 8.4.2. caused by corrosive, soiling or flammable objects or substances in the luggage:
- 8.4.3. caused by the impact of weather conditions on the luggage;
- 8.4.4. caused by the use of items in the luggage (including sports equipment):
- 8.4.5. caused by the luggage being lost, left behind or left unattended;
- 8.4.6. which were or will be compensated by a transport company, accommodation establishment or other service provider;
- 8.4.7. caused by the late arrival of the luggage in Estonia; or
- 8.4.8. which are not included in point 8.3 or which are mentioned in point 10 "General exclusions".

8.5. Safety precautions for luggage storage

- 8.5.1. The insured person must ensure adequate and reasonable supervision of the luggage.
- 8.5.2. In accommodation establishments, items must be kept in the designated room or in a locked room.
- 8.5.3. Items must not be visible in a vehicle, but rather kept in a locked luggage compartment.
- 8.5.4. When exiting the vehicle, it must be locked and any existing security devices must be activated.
- 8.5.5. The luggage must not be left unattended in a vehicle or trailer overnight (22:00-6:00). Supervision means parking in a closed yard/garage or in a closed and physically supervised parking area.
- 8.5.6. Sports equipment (e.g. bicycles, snowboards and skis) must be

- locked to a designated stand or other appropriate fixture in a public place when left unattended.
- 8.5.7. In the event of non-compliance with the safety precautions, PZU has the right to reduce the insurance indemnity or to refuse to pay the indemnity.
- 8.6. Valuable items in luggage (i.e. the list of items in 8.1.1) are only covered by luggage insurance 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, incl. in the luggage compartment located in the cabin or luggage car of such means of transport.

8.7. Actions to take in the case of an insured event of luggage insurance

- 8.7.1. In the event of the loss, damage or destruction 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;
- 8.7.2. In the event of delayed luggage, the insured person must submit to PZU a certificate proving that the luggage arrived late, the time when the luggage was received and the invoices for purchasing or hiring the necessary items;
- 8.7.3. 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;
- 8.7.4. If the insured person has been the victim of a crime or a traffic accident, they are obliged to register the traffic accident, theft (robbery) or other offence with a law enforcement agency. A respective notice must be submitted to PZU;
- 8.7.5. The insured person must collect any evidence (witness statements, testimonies, photographs, etc.) to prove that the loss or damage occurred and the amount of the loss or damage;
- 8.7.6. The damaged property must be retained until PZU has determined the amount of the damage;
- 8.7.7. In the event of theft, damage, loss or destruction of luggage, the insured person must provide PZU with proof of purchase and proof of the normal value or market price of the items.
- 8.7.8. 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.
- 8.7.9. If PZU has indemnified a lost or stolen item which is subsequently 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 or the return of the indemnity.

In addition to the provisions of point 8.7, the insured person must fulfil the obligations mentioned in point 11.

9. Liability insurance

- 9.1. 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 is obliged to compensate such damage pursuant to law.
- 9.1.1. 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.
- 9.1.2. The insurance cover extends to claims filed against the insured person which fall due no later than within one year of the end of the insurance period and which are based on the insured event that occurred during the insurance period.

9.2. In the event of an insured event of liability insurance, the following will be compensated:

- 9.2.1. Direct material damage caused to a third party.
- 9.2.2. 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.
- 9.2.3. 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 no more than the sum insured shown in the table provided in the Terms and Conditions.
- 9.2.4. If part of the claim filed against the insured person has not been

- proven, PZU will indemnify only the proven part.
- 9.2.5. The sum insured of liability insurance is indicated in the table provided in the Terms and Conditions.
- 9.3. Liability insurance does not indemnify costs or losses:
- 9.3.1. incurred by the insured person, their travelling companion or a member of their family;
- 9.3.2. which are caused to property that is in the insured person's possession etc., including documents or data media, that has been leased or borrowed by the insured person or that has been otherwise provided for the insured person's use (e.g. damage to a rental car), except claims related to short-term rental of premises (hotels and apartments) in the amount of up to €2000:
- 9.3.3. for which the insured person is liable as the owner or possessor of a building or apartment;
- 9.3.4. caused by animals belonging to or being in the custody of the insured person;
- 9.3.5. 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);
- 9.3.6. for which the insured person is liable in criminal or misdemeanour proceedings;
- 9.3.7. which are purely economic damage, i.e. property damage not directly linked to damage to a person or property (e.g. loss of profit):
- 9.3.8. in respect of fines, interest, default interest or penalties added to damages imposed on the insured person;
- 9.3.9. arising due to air, land or water pollution;
- 9.3.10. caused in the course of the performance of the insured person's duties or in the course of business activities;
- 9.3.11. arising in the course of a fight;
- 9.3.12. which are subject to indemnification under other liability insurance contracts, including the Motor Third Party Liability Insurance:
- 9.3.13. for which the insured person is liable under a contract or guarantee:
- 9.3.14. arising in the course of sports competitions or preparatory training therefor;
- 9.3.15. which have been compensated by the insured person or which the latter has agreed to compensate without the approval of PZU;
- 9.3.16. which are specified in point 10 "General exclusions".

9.4. Actions to take in the case of an insured event of liability insurance

- 9.4.1. The insured person must forward to PZU the claim made against them, their 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 and witness statements);
- 9.4.2. The insured person must not agree to compensate the loss or damage until this has been approved by PZU.

In addition to the provisions of point 9.4, the insured person must fulfil the obligations mentioned in point 11.

9.5. Legal expenses and bail

- 9.5.1. Legal expenses within the meaning of these Terms and Conditions are the costs incurred in defending a claim against the insured person and defending the rights of the insured person in respect of an insured event arising from a liability insurance event occurring during a trip, including expenses made on expert assessment and litigation.
- 9.5.2. Only legal expenses approved by PZU in advance are subject to indemnification. PZU does not indemnify legal expenses if they are not related to an insured event of liability insurance or if indemnification for damage is excluded by the terms and conditions of insurance
- 9.5.3. Bail is a financial guarantee, the amount of which is determined by a foreign court, public prosecutor's office or other public institution and which the insured person is obliged to pay into an account designated by the aforementioned institution.
- 9.5.4. PZU will pay the bail for the insured person up to the respective sum insured.
- 9.5.5. Upon the granting and payment of bail, the insured person must: comply with the instructions given by the institution granting the bail and exercise due diligence. In the event of a breach by the insured person of the provisions of this point, the insurer has an obligation to pay the bail.
- 9.5.6. If the insurer pays the bail, it must be reimbursed to the insurer

- within 12 months of its payment at the latest. If the amount of the bail is reimbursed to the insured person earlier by the court or the public authorities, it must be reimbursed to the insurer without delay.
- 9.5.7. If the bail is not reimbursed to the insured person, it must be reimbursed to the insurer within 12 months.
- 9.5.8. Legal expenses are not indemnified and bail is not paid if:
 - the unlawful act was committed intentionally;
 - it constitutes a fine or other penalty of a punitive nature;
 - the unlawful act occurred before the start of the insurance cover; or
 - more than 90 days has elapsed since the payment of legal expenses or bail by the time the insurer is notified.
- 9.5.9. The amount of legal expenses and bail is indicated in the table provided in the Terms and Conditions.

10. General exclusions

The exclusions set out 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.

10.1. PZU does not indemnify a loss or cost:

- 10.1.1. if the costs are not included in the list of costs to be indemnified on the basis of insurance cover;
- 10.1.2. if the trip was purchased/booked after the occurrence of the circumstance that caused the loss event;
- 10.1.3. if the damage is non-proprietary (moral damage);
- 10.1.4. in the case of loss of earnings, fines, time spent or lost, daily allowance or other indirect costs;
- 10.1.5. incurred for food and drink;
- 10.1.6. which has been indemnified by another person liable to do so;
- 10.1.7. which was incurred in connection with a person not insured by PZU, regardless of the fact that the insured person paid it;
- 10.1.8. which is not proved by documents;
- 10.1.9. which the insured person would have had to pay even if the insured event had not occurred;
- 10.1.10. which arose in a situation where the Estonian Ministry of Foreign Affairs or another state body issued advice or a recommendation to avoid a region or country and the insured person travelled there after the advice was issued; or
- 10.1.11. If the person entitled to receive the insurance indemnity is the subject of an international financial sanction.

10.2. PZU does not indemnify loss or costs caused by:

- 10.2.1. the consumption of alcohol or narcotic or psychotropic substances;
- 10.2.2. the insured person's suicide, attempted suicide, self-harm or putting their health at risk;
- 10.2.3. searching for the insured person if they get lost or go missing;
- 10.2.4. the insured person's psychiatric or psychoneurological condition or illness (stress reaction, depression, anxiety disorder, etc.);
- 10.2.5. the occurrence of a traffic accident as a result of the insured person not having the right to drive;
- 10.2.6. the acts or omissions of authorities (e.g. airport security checks, restrictions or bans on entering regions);
- 10.2.7. natural disasters (e.g. earthquake, landslide, volcanic eruption, hurricane, tsunami or flood). 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;
- 10.2.8. an 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;
- 10.2.9. 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 and 5.5.6 of the Terms and Conditions are taken into account;
- 10.2.10. strike or work stoppage;
- 10.2.11. insolvency, bankruptcy or contractual action or liability of a third party (e.g. transport company or tour operator);
- 10.2.12. serving in the defence forces, armed or security forces;
- 10.2.13. nuclear energy or radioactivity;
- 10.2.14. expropriation or seizure of property; or
- 10.2.15. cybercrime, lock-out or financial sanction.

11. General obligations of policy holder and insured person in the case of an insured event

- 11.1. 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;
- 11.2. 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 and 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;
- **11.3.** Submit to PZU all of 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 and witness statements);
- 11.4. Ensure that PZU receives the required information about the insured event, including providing 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:
- **11.5.** Assist PZU in submitting the recourse claim by providing the necessary information, documents, explanations, etc. to exercise the right of recourse.
- **11.6.** If the insured person fails to comply with one or more of the requirements set out in clauses 11.1 to 11.5, PZU has the right to reduce the insurance indemnity or to refuse to pay the insurance indemnity.

12. Indemnification procedure

- **12.1.** PZU decides whether or not to pay out the insurance indemnity within ten working days of receiving all of the required documents
- **12.2.** PZU pays the insurance indemnity to either the policy holder or the insured person, depending on who has a legal basis to file the claim, or to the company that provided the service to the insured person (e.g. a medical institution). In the event of the insured person's death, the indemnity shall be paid out to their successors.
- **12.3.** The insurer has no obligation to pay cash indemnity until the person entitled to receive the indemnity has notified the insurer of the number of the account into which the indemnity is to be paid, the name of the account holder and other necessary information related to the account.
- **12.4.** Indemnification is based on whose interests the cost was incurred in, not who bore the costs.
- **12.5.** If it is not possible to prove how much of the damage is linked to the insured person, the damage will be indemnified in proportion to their share in respect of the number of all of the users of this service (including children).
- 12.6. 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.

12.7. PZU will reduce or refuse to pay the indemnity if:

- 12.7.1. the policy holder or the insured person misleads or seeks to mislead PZU about the circumstances and/or amount of the expenses;
- 12.7.2. the insured person breaches an obligation set out in the insurance contract, including the obligation to comply with security requirements, and this breach has an impact on the emergence or size of the damage or the scope of the performance obligation of PZU; or
- 12.7.3. the insured person causes the insured event intentionally or due to gross negligence.
- 12.7.4. PZU decides on the extent of release from the obligation to perform the insurance contract.

12.8. Reimbursing the indemnity

12.8.1. If PZU becomes aware of a breach of the insurance contract after paying out the indemnity, PZU will have the right to partially or



- fully reclaim the indemnity paid, depending on whether PZU, having known of the breach of the insurance contract, would have refused payment of the indemnity or reduced the indemnity.
- 12.8.2. The policy holder or the insured person must repay the indemnity to PZU within ten days if any circumstances that exclude indemnification become evident after the loss is indemnified or if a third party indemnifies the loss.

13. Special terms and conditions of COVID-19 coverage

- **13.1.** The exclusion of an epidemic specified in clause 10 General Exclusions of the Terms and Conditions does not apply to the extent provided for in the Special Terms and Conditions.
- 13.2. The insurer indemnifies the medical expenses of the insured person related to contracting COVID-19 up to the limit of medical expenses 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.
- 13.3. The insurer indemnifies the expenses set out in the Terms and Conditions upon cancellation of the trip up to the sum insured of travel interruption insurance if the insured person, their family member or their only travel companion contracts COVID-19 before the start of the trip and therefore cannot travel.
- 13.4. If the trip is interrupted, the insurer will indemnify, up to the limit of travel interruption, the insured person's justified additional expenses of accommodation and transport for travelling back to Estonia and remaining in quarantine abroad for up to 14 days if the trip is interrupted because the insured person, a family member travelling with them or their only travel companion contracts COVID-19 while travelling.
- 13.5. 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 arising therefrom are not subject to indemnification.
- **13.6.** PZU does not indemnify the cost of the COVID-19 testing required for travel.
- **13.7.** Indemnification is subject to the condition that the insured person has a medically confirmed case of COVID-19.

