

Terms and conditions of LHV Youth Card purchase insurance

TPLN-20181-EST
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Unofficial translation. In case of differences in interpretation of following conditions, the Estonian text will be regarded as the original.

Table of sums insured

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

	Sum insured or indemnity limit	Reference to clause of insurance terms and conditions
Minimum purchase price of object of insurance	100 euros	7.1
Maximum purchase price of object of insurance	5,000 euros	7.1
Sum insured per insured event	5,000 euros	31
Sum insured of electronic device per insured event, see list of devices in clause 32	300 euros	32
Total sum insured per year	10,000 euros	33
Excess per insured event	30 euros	34

Parties to insurance contract

- The parties to the insurance contract are the **policyholder AS LHV Pank**, registry code 10539549, address Tartu mnt 2, 10145 Tallinn, e-mail: info@lhv.ee and the **insurer If P&C Insurance AS** (hereinafter If), registry code 10100168, address Lõõtsa 8a, 11415 Tallinn, e-mail: info@if.ee.

Bankcards covered by insurance

- The insurance is valid with an LHV Youth Card (hereinafter the Card).

Insured person

- The holders of LHV Youth Cards are the insured persons (hereinafter the Insured Person).
- The purchase insurance does not extend to legal entities.

Object of insurance

- New (unused) movables purchased by the Insured Person, for which the Insured Person paid in full with a valid Card, except for the items specified in clause 7, form the object of insurance.
- Insurance also covers online purchases, except for the items specified in clause 7.

Items which are not objects of insurance

- The following are not objects of insurance:
 - items whose purchase price is less than 100 euros or more than 5,000 euros;
 - items that had been used (were not new) at the moment of purchase;
 - leased or rented items;
 - items that have not been paid for in full by the time of occurrence of the insured event, incl. items acquired by way of hire purchase;
 - services, incl. prepayments for services;
 - motor vehicles, trailers, watercraft and aircraft, their equipment, parts and accessories and the equipment required for their maintenance;
 - cash, stamps and coins, tickets, cheques, vouchers and other means of payment;
 - precious stones, precious metals and items made from them;
 - works of visual art, excl. works of applied arts;
 - fur coats;
 - animals and plants;

- 7.12. weapons;
- 7.13. food, beverages, medicinal products, items that are ordinarily used for less than three months and other consumables, incl. disposable items;
- 7.14. immovables, buildings, building materials, parts of buildings and equipment and accessories that are attached to buildings, such as air conditioners and heating equipment;
- 7.15. small buildings, fountains, swimming pools, hot tubs, playing and/or climbing facilities, greenhouses, garages, shelters, fences, watering hoses and systems, etc.;
- 7.16. items that had been reworked, rebuilt or repaired by the moment of purchase;
- 7.17. items that had been damaged or soiled by the moment of purchase;
- 7.18. items acquired for resale or economic or professional activities;
- 7.19. items left unattended in a place accessible to the general public. Items are attended if the Insured Person or the lawful possessor of the insured object keeps the items in such a manner that they immediately notice when the items are stolen or damaged;
- 7.20. batteries, filters, lamps, timing belts, cassettes and other parts subject to wear;
- 7.21. documents;
- 7.22. collections;
- 7.23. items whose possession by the Insured Person is prohibited by law.

Start and end of insurance cover

- 8. The insurance cover starts after the object of insurance has been handed over to the Insured Person.
- 9. The insurance cover ends once 180 days has passed from the day the Insured Person paid for the object of insurance with a valid Card.
- 10. The insurance cover ends early if the Card expires before 180 days has passed and the Card is not renewed or replaced in such a manner that the new Card becomes valid when the old Card expires.

Territory of insurance

- 11. The insurance is valid all over the world.

Insured event

- 12. An insured event is the sudden and unforeseeable destruction of or damage to the object of insurance or the burglary or robbery of the object of insurance, excl. the events specified in clauses 15-21.
- 13. Robbery means taking the object of insurance away unlawfully with violence or by threatening to use violence.
- 14. Burglary means the theft or attempted theft of the object of insurance from the permanent place of residence of the Insured Person by breaking into the locked building.

- 15. Burglary does not mean opening the lock of the building with the original key or a copy thereof, unless the key was obtained by way of robbery.
- 16. Breaking into the stairwell of an apartment building is not deemed to be burglary.

Events which are not insured events

- 17. Insured events do not include damage that occurred:
 - 17.1. before the object of insurance was handed over to the Insured Person, incl. the occurrence of damage during transport;
 - 17.2. because the object of insurance is lost or left behind;
 - 17.3. as a result of the intentional activities or negligence of the Insured Person, a member of their family or the lawful possessor of the object of insurance;
 - 17.4. upon the committing of an unlawful act by the Insured Person, a member of their family or the lawful possessor of the object of insurance;
 - 17.5. if the object of insurance was stolen from a motor vehicle, trailer, watercraft or aircraft;
 - 17.6. if the object of insurance was stolen, but there are no signs of burglary, e.g. pickpocketing;
 - 17.7. due to a fault that is subject to compensation on the basis of the manufacturer's or seller's warranty;
 - 17.8. due to the wear and tear or ordinary use of the object of insurance;
 - 17.9. due to scratches, dents, paint damage, rust, etc. if this does not prevent the use of the object of insurance for its purpose;
 - 17.10. because the object of insurance was used for a purpose it was not meant for;
 - 17.11. because the object of insurance was used or maintained in contravention of the instructions of the manufacturer or seller;
 - 17.12. due to insects and/or parasites;
 - 17.13. due to sand or dust;
 - 17.14. due to a storm or other weather conditions, incl. fog, smog and sea winds;
 - 17.15. due to corrosion;
 - 17.16. due to the battery of the object of insurance, incl. leakage thereof;
 - 17.17. due to any legal or illegal software, including a computer virus;
 - 17.18. due to electrical fuses;
 - 17.19. in the course of processing of the object of insurance (incl. cutting, sawing and shaping);
 - 17.20. due to deceit, fraud or embezzlement if possession of the property was handed over voluntarily;
 - 17.21. due to a nuclear weapon, nuclear energy or radioactivity;
 - 17.22. due to war, a situation similar to war, an uprising or mass unrest;

- 17.23. due to the confiscation or expropriation of the object of insurance.

Terrorism

18. Terrorism means any act, including the use of violence, which:
- 18.1. is committed by a single person or a group of persons acting independently or in relation to an organisation; and
- 18.2. has a political, religious or ideological goal, incl. influencing the government or generating fear among the general public for political, religious or ideological purposes.
19. If does not indemnify damage caused by terrorism.
20. If does not indemnify damage caused by measures taken to prevent an act of terrorism (stopping transport, additional inspections, restrictions on transport of items, etc.).

Restrictions arising from international sanctions

21. All risks the insuring of which is or will be in contravention of restrictions, prohibitions or sanctions established by the United Nations, the European Union, the United Kingdom of Great Britain and Northern Ireland or the United States of America are excluded from insurance cover as of the day on which said restrictions, prohibitions or sanctions are applied to the relevant insurance contract.
22. If the sanctions established by the United Nations, the European Union, the United Kingdom of Great Britain and Northern Ireland or the United States of America obstruct the provision of insurance services on the basis of this contract either directly or indirectly, If has the right to cancel the insurance contract by notifying the policyholder thereof in writing. The insurance contract is deemed to have been cancelled once 14 days has passed from the day the policyholder received the cancellation notice.

Safety requirements

23. The Insured Person must act prudently and with due diligence to prevent the occurrence of or an increase in the extent of damage.
24. The Insured Person must comply with all legislation, instructions, precepts, etc. that contain guidelines for guaranteeing safety, preventing damage and reducing possible damage.
25. The object of insurance may not be left unattended, unless the object of insurance is located in a locked building at the permanent place of residence of the Insured Person. The object of insurance may not be left in the stairwell of an apartment building even if the door to the stairwell is locked.
26. An object of insurance is attended if the Insured Person or the legal possessor of the object of insurance keeps the object of insurance in such a manner that they immediately notice any unlawful activity in respect of the object of insurance.

27. Before leaving the permanent place of residence or going to bed, the doors must be locked and the windows closed in such a manner that it is not easy for a third party to gain entry.
28. The key and the security alarm codes must not be kept in a place or manner that allows a third party to gain access to them. For example, keys must not be left in the pocket of a coat left unattended in a café.
29. Fragile objects of insurance must be transported in hand luggage. If this is not possible due to the rules of the carrier, the packaging of the aforementioned objects of insurance must be adequate to prevent the object of insurance from breaking.
30. Musical instruments must be transported in hand luggage or according to the carrier's rules.

Sum insured

31. The sum insured per insured event is 5,000 euros, except for the cases specified in the next clause.
32. The sum insured in the case of smart and mobile phones, tablets and laptops and photo and video cameras is 300 euros per insured event.
33. The maximum sum insured per all insured events that occur in a year is 10,000 euros in total. The one-year period is calculated from the date of issuing the Card.

Excess

34. Excess is 30 euros per each insured event.
35. The excess is deducted from the sum indemnified by If.

Indemnity

36. In the case of an insured event, If will pay the monetary indemnity to the Insured Person's current account in LHV.
37. If does not repair the object of insurance or arrange for its recovery or replacement.
38. If the object of insurance can be repaired and this is economically feasible, the indemnity will be based on the repair costs, incl. necessary and reasonable transport costs.
39. If the object of insurance cannot be repaired or this is not economically feasible, including in the case of burglary or robbery, the indemnity will be based on the purchase price of the object of insurance. The purchase price of the object of insurance is the amount of money that the Insured Person paid for the object of insurance by the Card.
40. If the object of insurance forms part of a set, product series or range, only the value of the item that was destroyed or taken away by way of robbery or burglary will be considered upon indemnification.
41. **If does not indemnify:**
- 41.1. the cost of recovery of the object of insurance, such as removal of remnants, landfill charges, etc.;

- 41.2. the cost of inspection, maintenance, cleaning and replacement of the video head and/or audio head of the object of insurance or the lenses of DVD, CD or Blu-ray devices.
- 42. Upon the payment of indemnity, If has the right to demand transfer of the remnants of the destroyed property or replaced property as well as the right of claim to stolen or robbed property. Until the transfer of the aforementioned property or the right of claim to the property, If has the right to suspend the payment of the indemnity or to reduce the indemnity by the market value of the aforementioned property.
- 43. If must be immediately informed in writing or in a format that can be reproduced in writing of the fact that stolen or robbed property has been found or its location has been determined in the event that If has paid the indemnity for such property.
- 44. If does not pay any indemnity if someone else (another insurance company, the person responsible for the damage, etc.) has already compensated the damage.

What to do if a loss event occurs

- 45. The Insured Person must notify If of the occurrence of a loss event immediately in writing or in a format that can be reproduced in writing (e.g. notice via the website of the insurer or e-mail).
- 46. The following must be submitted to If:
 - 46.1. the purchase receipt of the object of insurance and the card payment receipt or a statement from the Internet bank that shows that the Card was used to pay for the object of insurance;
 - 46.2. calculation of the repair costs by the authorised workshop of the product, incl. transport costs;
 - 46.3. police certificate regarding the burglary or robbery.
- 47. If has the right to demand the submission of additional evidence.
- 48. In the case of a loss event, the Insured Person is obliged to give If true and full information about the circumstances of the loss event, the size of the loss and possible persons responsible.
- 49. The Insured Person must allow If to review the scene of the event and the damaged property.

Breach of insurance contract

- 50. In the event that If delays the performance of its obligations, it must pay a default fine according to the Law of Obligations Act.
- 51. If the Insured Person has not complied with these insurance terms and conditions, If has the right to refuse payment of the indemnity or reduce the indemnity if the breach had an impact on the occurrence or extent of the damage or on the determination of the scope of the performance obligation of If.
- 52. If has the right to refuse payment of the indemnity if the Insured Person knowingly submitted false data in the course of handling the claim.
- 53. If the breach of these insurance terms and conditions becomes known to If after the indemnity has been paid out, If has the right to demand partial or full repayment of the indemnity.

Expiry or termination of insurance contract

- 54. If the insurance contract expires or is terminated, the policyholder will inform the Insured Persons about this two (2) months in advance.

Obligation of if to provide notification about change of data

- 55. If the name or legal form or address of IF or the address of the competent insurance supervision authority changes, If will provide notification about this on its website or via mass media channels.

Resolution of disputes, supervision and applicable law

- 56. This insurance contract is governed by the laws of Estonia.
- 57. The insurer is supervised by the Financial Supervision Authority, www.fi.ee, Sakala 4 Tallinn 15030, to whom complaints about the activities of the insurer may be submitted.
- 58. If seeks to resolve any insurance disputes by way of negotiations. If no agreement is reached, the dispute will be settled in court or by the insurance conciliator. The insurance conciliator can be contacted via the Estonian Insurance Association (www.eksl.ee, telephone: 667 1800; e-mail: lepitus@eksl.ee; postal address: Mustamäe tee 46, Tallinn 10612). If must participate in conciliation proceedings. Conciliation proceedings are free of charge. A claim must be submitted to If before the insurance conciliator is contacted.