# Terms and Conditions of Platinum Card and private banking card Travel Insurance

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

## Table of sums insured

The table shows an overview of the sums insured and indemnity limits; these are the maximum amounts that If compensates in case of insured events that have occurred during one trip. If the actual loss is smaller, it shall serve as the basis.

<table>
<thead>
<tr>
<th>Type of indemnity</th>
<th>Sum insured or indemnity limit</th>
<th>Excess</th>
<th>Link to the clause in the Terms and Conditions of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical insurance</td>
<td>EUR 500,000</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>incl. dental treatment</td>
<td>EUR 500</td>
<td>7.3</td>
<td></td>
</tr>
<tr>
<td>incl. medical equipment</td>
<td>EUR 200</td>
<td>7.6</td>
<td></td>
</tr>
<tr>
<td>Additional accommodation costs in case of an insured event of medical insurance</td>
<td>Up to 10 days</td>
<td>7.8</td>
<td></td>
</tr>
<tr>
<td>Additional accommodation and transport expenses of a family member or travel companion for staying with/travelling to the insured</td>
<td>up to 5 days</td>
<td>7.5</td>
<td></td>
</tr>
<tr>
<td>Baggage cover</td>
<td>EUR 1,000</td>
<td>8.1</td>
<td></td>
</tr>
<tr>
<td>incl. indemnity limit of a camera, laptop or tablet</td>
<td>50% of the sum insured of luggage insurance</td>
<td>8.6</td>
<td></td>
</tr>
<tr>
<td>Luggage delay</td>
<td>EUR 400</td>
<td>up to 4 hours</td>
<td>8.5; 8.7</td>
</tr>
<tr>
<td>Costs for replacement documents</td>
<td>EUR 200</td>
<td>8.7</td>
<td></td>
</tr>
<tr>
<td>Trip cancellation</td>
<td>EUR 2,000</td>
<td>9.4</td>
<td></td>
</tr>
<tr>
<td>incl. event tickets due to cancellation of trip</td>
<td>EUR 150</td>
<td>9.4</td>
<td></td>
</tr>
<tr>
<td>Travel disruption related to departing means of transport</td>
<td>EUR 1,000</td>
<td>9.6</td>
<td></td>
</tr>
<tr>
<td>Travel disruption related to flight</td>
<td>EUR 1,000</td>
<td>9.10</td>
<td></td>
</tr>
<tr>
<td>Change of flight tickets</td>
<td>EUR 150</td>
<td>9.13</td>
<td></td>
</tr>
<tr>
<td>Trip interruption</td>
<td>EUR 2,000</td>
<td>9.14; 9.16</td>
<td></td>
</tr>
<tr>
<td>Delay of public transport – indispensable items</td>
<td>EUR 200 + EUR 200</td>
<td>4 hours + 24 hours</td>
<td>9.20</td>
</tr>
<tr>
<td>Death or permanent disability due to an accident, persons over 16 years of age</td>
<td>EUR 100,000</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Death or permanent disability due to an accident, persons up to 16 years of age</td>
<td>EUR 5,000</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Liability cover</td>
<td>EUR 100,000</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>Legal costs</td>
<td>EUR 10,000</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Excess of rental car</td>
<td>EUR 10,000</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>
1. **Parties to the Insurance Agreement**

1.1. The parties to the Insurance Agreement are the policyholder AS LHV Pank (hereinafter the "Policyholder"), 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.

2. **Bank cards covered by insurance**

2.1. Insurance is valid together with LHV’s Platinum Credit Card, Platinum Debit Card and private banking card (hereinafter the Card).

3. **Insured person and their home country**

3.1. The insured persons (hereinafter the “Insured”) are the cardholders of the Card up to 79 years of age (included) and the following family members travelling with the Insured:

- spouse or partner of the Insured up to 79 years of age (included);
- children up to 19 years of age (included) of the Insured and of his/her spouse/partner.

3.2. The home country is deemed to be the country of permanent residence of the Insured.

3.3. The insurance cover does not apply to persons listed in clause 3.1 if they travel separately from the cardholder.

3.4. The insurance cover does not apply to legal persons.

4. **Trip**

4.1. A trip means travelling of the Insured from the home country to another country for temporary stay. Trips within the home country are not covered.

4.2. The insurance cover is valid only for trips starting from the home country.

4.3. Insurance applies to trips starting during the validity of the Card, except for the cases set out in the next clause and upon expiry or termination of the Insurance Agreement (see clause 5.4).

4.4. If the Insured was already abroad at the time the contract entered into force, the insurance cover does not apply during this trip.

5. **Validity of insurance**

5.1. The insurance cover is valid for the first 90 days of each trip.

5.2. If due to the insured event, the Insured is still in a foreign country on the 90th day, the insurance cover will extend for another 48 hours.

5.3. The insurance cover will end pre-term, if before 90 days have passed from the beginning of the trip, the Card expires and is not renewed in a way that the new Card becomes valid when the previous Card expires.

5.4. Insurance cover will end with the expiration of the Insurance Agreement. If the Insurance Agreement expires or is terminated, the Policyholder shall notify the Cardholders 2 months in advance, except for in the instance provided in clause 15.18.

6. **Insurance territory**

6.1. The insurance is valid anywhere in the world, except for in the cases specified in the following clause.

6.2. The insurance is not valid in the home country (except for in the cases set out in the Terms and Conditions of Insurance).

7. **Medical insurance**

7.1. An insured event of medical insurance is the following event that has happened to the Insured:

- unexpected deterioration of health condition, which starts or the first symptoms of which appear during the trip and for the treatment of which the insured needs urgent medical care
- death during the trip.

Please note! Make sure to read all the exemptions.

7.2. **Medical treatment expenses and prescription medications.** If compensates the expenses of prescription medications and medical treatment expenses arising from the insured event, if made within 60 days as of the occurrence of the insured event.

7.3. **Dental treatment.** In the case of an insured event under the medical insurance, If compensates the unexpected tooth pain treatment expenses in a foreign country and/or emergency dental treatment expenses caused by an accident (e.g. a fall) during the trip, including examinations and medication in the amount of up to EUR 300 (indemnity limit of dental treatment). If does not compensate scheduled dental treatment.

7.4. **Expectant mother.** In the case of an insured event of medical insurance, If compensates for the emergency medical care expenses due to unexpected complications of pregnancy within the first 35 weeks of pregnancy. If does not compensate for the costs of pregnancy complications if the pregnancy has lasted for more than 35 weeks.

- If does not compensate for the expenses resulting from maternity, the related complications, as well as post-natal treatment or care, except for premature birth during the first 35 weeks of pregnancy. The exemption is applied to the costs related to both the mother and the baby.

7.5. **Family member travelling to the Insured or a travel companion staying with the Insured.** Upon an insured event of medical insurance, If shall compensate for:

- reasonable accommodation costs in the foreign country of one travel companion, remaining with the ill, injured or dead Insured and transport expenses for the repatriation to the home country, if this is inevitable (e.g. mother staying with the child). The costs are reimbursed from the sum insured of the medical insurance of the Insured.
transportation, accommodation and food costs of one family member of the Insured, to travel to and back from the ill or injured Insured, if no travel companion stays with the Insured or if the Insured cannot be transported to the home country within 10 days as of the insured event. The costs are reimbursed from the sum insured of the medical insurance of the Insured. The costs are reimbursed for up to 5 days.

- If does not compensate for the transportation and accommodation expenses of a travel companion and or family member accompanying the Insured within the extent, which the latter should have made even if no insured event had occurred.
- If does not compensate for the travel expenses (transport, accommodation, etc.) of persons attending the funeral or cremation ceremony of the Insured or the expenses of a funeral banquet.

7.6. **Medical aids.** If reimburses:

- the expenses of prostheses, hearing device or glasses of the Insured, broken as a result of an insured event of medical insurance or the costs of purchasing new ones in amount up to EUR 200 per insured event (indemnity limit of medical aids).
- expenditures made on medical aids (glasses, hearing device, wheelchair, crutches) due to the insured event of medical insurance, if prescribed by a doctor, within the extent of EUR 200 per each insured event (indemnity limit of medical aids). If will not compensate for the medical aids related to the treatment or relief of any condition pre-existing before the travel.

7.7. **Death of the Insured.** Upon an insured event of medical insurance, If shall compensate for:

- the burial or cremation costs of the Insured in a foreign country;
- costs for the repatriation of the body or ashes of the Insured to the home country;
- In order to arrange the burial or cremation of the Insured abroad, If must be called.

7.8. **Transport expenses.** Upon an insured event of medical insurance, If shall compensate for:

- the transport expenses of the Insured for getting medical assistance at the travel destination or country passed;
- repatriation expenses of a seriously ill or injured insured person to the home country. A doctor, approved by If, should decide whether and when it is possible and necessary to transport the Insured to the home country and shall decide on the means of transport for that.
- To arrange the repatriation of the Insured to the home country, If must be called.
- The expenses for the repatriation of a minor Insured travelling together with an adult Insured to the home country, if due to being hospitalised as a result of an insured event of medical insurance, the adult Insured cannot return to the home country together with the minor Insured.

- Additional accommodation and transport expenses of the Insured for the repatriation to the home country, if as a result of the insured event of medical insurance, the Insured is not able to return from the travel as planned. If compensates for the additional accommodation expenses for up to 10 days in the same or equal accommodation establishment.

7.9. **Medical documents.** If compensates for the formalising, copying and sending of medical documents under medical insurance, if this is necessary for loss adjustment.

- If does not reimburse accommodation and transport expenses related to sending the documents.

7.10. **Activity upon an insured event of medical insurance:**

- If, in the case of an insured event, the Insured needs medical care which is not hospital treatment, they may turn to a licensed medical institution. If the insured person does not know which medical institution to turn to, it is possible to call If to arrange for the treatment.
- If should be called immediately, if the Insured needs hospital treatment as a result of the insured event.
- In the case of an insured event of medical insurance, If shall arrange for the hospital treatment, repatriation to the home country, burial or cremation of the insured abroad. If reimburses the costs of the aforementioned services only, if coordinated with If in advance.

7.11. **Exemptions related to premature repatriation of the insured to the home country:**

- If does not reimburse the cost of repatriation to the home country when the insured person returned from the trip themselves without co-ordinating it with If in advance.
- Also, If does not reimburse the expenses of repatriation to the home country, if the insured neglected the instructions of If or the doctor upon returning to the home country.
- If a doctor, approved by If, regards that repatriation to the home country is possible, but the patient or the injured insured person rejects it, If will not reimburse any further costs.
- If the doctor, approved by If, does not regard that repatriation to the home country is reasonable, If will not reimburse the cost of repatriation to the home country.

7.12. **Certificates upon an insured event of medical insurance.** To apply for the indemnity, the documents necessary for loss adjustment and decision-making shall be submitted:

- notification on the occurrence and circumstances of the insured event and application for the insurance indemnity;
- medical certificate containing the diagnosis and date of the event;
7.13. **High-risk activity, incl. sport.** Medical insurance is not applied to high-risk activities. High-risk activities are:

- practising any competition sports, incl. preparation for competitions, participation in training camps;
- martial arts or sports related to self-defence, such as karate, judo, boxing, kickboxing and Thai boxing, wrestling, etc.;
- diving deeper than 20 metres, offshore sailing, water sports, rafting, water skiing;
- car or motor sports, incl. participating in test-driving of motor vehicles, rally, kart racing, driving snowmobiles, motorbikes, incl. training and driving ATVs;
- aviation sports, such as hang-gliding, paragliding, gliding, hot-air balloon riding;
- sports that require special equipment, such as alpinism, ice, rock, wall and mountain climbing;
- expeditions and trips to heights exceeding 3500 m from sea level;
- independently organised trips, expeditions to rain forests, deserts, tundra, Arctic regions, virgin forests, etc.;
- extreme sports, incl. down-hill cycling, bicycle tricks, BMX riding, skateboard tricks, free-riding, hell-skiing, etc.;
- parachute and bungee jumps;
- snowboarding and alpine skiing, slalom outside the marked trails of winter sports centres;
- tobogganing, ski jumping, speed skiing;

Also, other sports, not mentioned above (incl. extreme sports), are considered high-risk sports, in the course of which there is a higher risk of getting lost, ill, death or bodily injuries.

7.14. **Paid physical labour.** Medical insurance applies at work and in service, except for the following cases. Medical insurance is not applied to the following works or professions:

- professional athlete, stuntman/woman;
- mine worker, derrick worker;
- fisherman, member of a boat crew, diver;
- member of a plan crew;
- policeman, security guard, rescuer, mine expert;
- conscript in military service, border guard service;
- participant in any military activities, drills and exercises, military missions, incl. an observer or in being engaged in other works;
- any work, job or activity, during the performance of which the insured person carries or uses a weapon or handles explosives.

8. **Baggage cover.**

8.1. An insured event of luggage insurance is, if the luggage of the Insured is:

- stolen or robbed abroad;
- delayed for more than 4 hours due to the fault of the transport company;
- damage of luggage due to the fault of the transport company;
- damaged due to the fault of the transport company.

8.2. Luggage is personal items which the insured person carries along during the trip, except for the following items, which are not covered:

- tickets, money, securities, bankcards;
- items made of glass, clay or porcelain;
- glasses, sunglasses, contact lenses;
- tools and work equipment;
- sailboard, sail of the sailboard;
- items leased, rented or borrowed during the trip;
- foodstuff, drinks;
- goods and samples offered for sale;
- documents, such as manuscripts, drawings, photos, advertising and training material. Luggage insurance is applied to a personal identity document, visa and vaccination certificate (see clause 8.7);
- software and databases;
- motor vehicles, trailers, watercraft, aircraft, their spare parts, accessories;
- plants, including seeds, bulbs, rhizomes;
- animals, including birds, insects, amphibians, reptiles;
- items, the possession of or import of which into the home country is illegal.

Please note! Make sure to read all the exemptions.

8.3. **Safety requirements for the storage of luggage:**

- luggage must be kept in a locked room or in a manner that is appropriate and adequately guarded.
- Items left in a vehicle must be placed or covered in a way that they do not attract attention. When leaving the vehicle, all windows and sunroof must be closed, doors locked and security devices activated.
- Items may not be left in the vehicle for the night.
- Items which were stored in an open bed or tent of a vehicle, in an unlocked roof box, luggage box or bag of a motorcycle are not subject to compensation.
- When unsupervised, a bicycle must be locked to a strong base.
- The following items must be under continuous and immediate supervision of the insured person, in a strongbox or a locked storage space of the accommodation establishment:
  - electronic equipment, incl. cameras, phones, smart devices, laptops, tablets, etc.;
  - firearms;
  - musical instruments;
  - valuables, watches, works of art and antique items;
  - personal identity document, visa vaccination certificate.
- Items listed in the previous clause must be transported in hand luggage. These may not be given to the common luggage compartment of a plane, boat, bus or train or left in a vehicle unattended. Firearms and musical instruments may not be transported as hand luggage pursuant to the rules of the carrier.
- The Insured must comply with all legislation, instructions, guidelines, precepts, etc., of the transport company, which contain guidelines for ensuring safety, preventing and minimising possible damage.

8.4. Compensation for luggage loss:
- If it is reasonable to repair the damaged item, If shall compensate for the repair costs. If is not obliged to arrange restoration of the property.
- If the luggage has been stolen, robbed, lost due to the fault of the transport company or if repairing the same is not reasonable, If shall compensate for its market value in the home country.
- If it is not possible to determine the market value of the item, the indemnity shall be determined based on the purchase price of the item. Depreciation in value of the item over time at a rate of 10%–30% of the purchase price per year shall be deducted from the purchase price.
- When If has compensated for the luggage and it is found, the policyholder shall notify If as soon as possible of finding the luggage.

8.5. Indispensable items upon the delay of public transport:
- If due to the fault of the transport company, the luggage is delayed for more than 4 hours, If shall compensate for the cost of purchasing or renting the items that are indispensable during the trip and that were contained in the luggage.
- If does not pay indemnity for medication, food, drinks and tobacco products.
- If does not pay indemnity for indispensable items, which were bought in the home country.
- If does not pay indemnity for the indispensable items, if the luggage was delayed when arriving in the home country.
- If does not pay indemnity for the indispensable items, if the delay or non-arrival of the luggage was caused by a strike or disruption or work, which the Insured was aware of before setting off on the trip.
- If does not pay the indemnity for indispensable items, if the delay or non-arrival of the luggage was caused by the activity of customs, border guard or other public officials, incl. imposition of a flight ban, if the Insured was aware of it before setting off on the trip.

8.6. Indemnity limit:
- If pays compensation for a camera, laptop or tablet and their accessories up to 50% of the sum insured of luggage insurance.

EXAMPLE: The Insured was robbed of a laptop with a market value of EUR 640. The sum insured of luggage insurance is EUR 1000. If pays EUR 500 as compensation for the laptop, which is 50% of the sum insured.

8.7. Sums insured:
- The sum insured for obtaining a replacement document for the personal identity document, visa or vaccination certificate is EUR 200.
- The sum insured for the indispensable items in the case of luggage delay is EUR 400.

8.8. Activity upon luggage loss:
- In the case of luggage loss, first, a person liable for such shall be contacted (transport company, hotel) and a claim for damages filed.
- Upon luggage delay, a certificate must be presented for the delayed luggage along with invoices for purchasing or renting indispensable items.
- If luggage loss was caused due to the fault of the transport company or accommodation establishment or another provider of a storage service, If must be presented a certificate of this enterprise regarding the reasons for luggage loss.
- Theft or robbery of luggage must be immediately reported to the police. A police certificate regarding the circumstances of the event must be presented to If.
- If has a right to demand further evidence, such as invoices for repairing the items, photos, further explanations, etc.

9. Travel interruption insurance
9.1. Travel interruption is trip cancellation, travel disruption related to the departing means of transport, travel disruption related to a plane or interruption due to the reasons described below.
9.2. In the case of an insured event of travel interruption, If compensates for the expenses determined in the Terms and Conditions of Insurance, if these were made for the insured person, regardless of who made them.

9.3. If the expenditures were made jointly for several persons, e.g. five friends rented a house, If shall calculate the indemnity based on the assumption that the joint expenses were divided equally between all participants.

9.4. **Trip cancellation.** Trip cancellation is an insured event, if the Insured cannot go on a trip from the home country or returns within 24 hours as of the start of the trip to the home country and this is caused by:

- unexpected illness, bodily injury or death of the Insured;
- unexpected illness, bodily injury or death of the travel companion of the Insured, with whom the Insured planned to go on the trip;
- life-threatening condition, serious bodily injury or death of a close relative of the Insured;
- sudden and unexpected damage to the property of the Insured in the home country, if the presence of the Insured is inevitably required.

Please note! Make sure to read all the exemptions.

9.5. In the case of an insured event of trip cancellation, If compensates for the cost of unused services related to this trip (transport expenses, accommodation, concert tickets, etc.), which the service provider does not return to the Insured.

9.6. **Travel interruption related to the departing means of transport.** An insured event of travel interruption related to the departing means of transport is missed connection, incl. connecting flight due to the following circumstances:

- delayed arrival of regular public transport or transport organised by the travel agent or provider of an accommodation service; or
- traffic accident of the vehicle, incl. taxi.

Please note! If will not pay compensation, if the reason for travel interruption related to a means of transport was a circumstance not mentioned above, such as incorrectly planned travel schedule, etc.

Please note! Make sure to read all the exemptions.

9.7. In the case of an insured event of travel interruption related to the departing means of transport, If compensates additional reasonable transport and accommodation which are necessary for continuing the trip. No other expenses are reimbursed.

9.8. If the insured event of travel interruption related to the departing means of transport occurs within 24 hours after the start of the trip and the Insured does not want to continue the trip, If will compensate for the cost of unused services related to this trip, which are not reimbursed to the Insured.

9.9. If will not pay compensation related to a departing means of transport, if the Insured would not have arrived at the place of departure of the means of transport in time, even if there had been no insured event.

9.10. **Travel interruption related to a flight.** An insured event related to a flight is missing a flight, if this was caused by disruption of the air service due to the following circumstances:

- weather conditions;
- natural disaster;
- technical reasons;
- criminal offence;
- activity of a state authority;
- overbooking;
- cancellation of flight.

9.11. In the case of an insured event of travel interruption related to a flight, If compensates additional reasonable transport and accommodation, which are necessary for continuing the trip. No other expenses are reimbursed.

9.12. If will not pay compensation for travel interruption related to a flight, if the Insured would not have arrived in time at the place of departure of the means of transport even if there had been no insured event.

9.13. **Change of flight tickets.** In the case of an insured event related to trip cancellation, travel interruption related to a departing means of transport and travel interruption related to a flight, If compensates the cost of replacing or changing flight tickets for comparable ones.

9.14. **Trip interruption.** Trip interruption is an insured event, if the Insured has to return from the trip prematurely due to the following events that occurred during the trip of the Insured:

- life-threatening condition, serious bodily injury or death of the Insured or a family member travelling together with the Insured or travel companion;
- life-threatening condition, serious bodily injury or death of a close relative of the Insured staying in the home country;
- sudden and unexpected damage to the property of the Insured in the home country, if the presence of the Insured is inevitably required.

Please note! Make sure to read all the exemptions.

9.15. Upon an insured event of trip interruption, If shall compensate for:

- additional transport and accommodation expenses, which were incurred abroad in connection with repatriation to the home country;
- the cost of unused services related to the trip (transport expenses, accommodation, concert tickets, etc.), which the service provider does not return to the Insured. The cost of unused services is calculated based on the period in which the Insured was able to use the service.

Example: The Insured rented a beach house for 10 days at a price of EUR 1000. On the fourth day, the
9.16. **Trip interruption due to evacuation.** Trip interruption is an insured event, if the Insured is evacuated to the home country due to the following event that occurred during the trip:

- war, armed conflict, terrorism, mass disorder or other large-scale infringement of public order;
- natural disaster;
- epidemic.

9.17. In the case of the above insured event, If compensates for the additional transport and accommodation expenses, which were incurred abroad in connection with repatriation to the home country within 14 days as of the occurrence of the event specified in clause 9.16. No other expenses are reimbursed.

9.18. If does not organise the evacuation of the Insured. Evacuation must take place pursuant to the guidelines of local authorities or the Ministry of Foreign Affairs of the home country.

9.19. If does not compensate for the loss or expenses, if the event that caused the evacuation started before the Insured arrived in the crisis area of the event specified in clause 9.16. If the Ministry of Foreign Affairs of the home country has published information on avoiding an area or country and the Insured travelled there after the information was published, then If will not pay the indemnity.

9.20. **Indispensable items in case of delay of public transport:**

- If the means of public transport provided for in the travel plan is delayed for more than 4 hours, If shall compensate the costs of purchasing or renting indispensable items, as well as additional accommodation costs, which the transport company will not reimburse.
- Within the meaning of clause 9.20, a means of public transport is deemed to also be a bus, boat, plane or train ordered by the travel agent.
- If the means of public transport provided for in the travel plan is delayed for more than 24 hours, the sum insured will be doubled.
- Indispensable items must be bought or rented, as well as accommodation services used in the travel destination, where the delay of the means of public transport occurred.
- If reimburses the cost of clothes and toilet preparations, if the Insured has delivered the luggage to the transport company.
- If does not pay indemnity for the indispensable items and accommodation service in the home country or the country of permanent residence of the Insured.
- If does not pay indemnity, if the delay or non-arrival was caused by a strike or disruption or work which the Insured was aware of before setting off on the trip.
- If does not pay the indemnity for the indispensable items, if the delay was caused by the activity of customs, border guard or other public officials, incl. imposition of a flight ban, if the Insured was aware of it before setting off on the trip.

9.21. **Conduct in the case of travel disruption:**

- In the case of travel disruption, the providers of trip-related services must be notified immediately to apply for a refund or reimbursement of additional costs related to the disruption.
- If must be presented with evidence verifying the insured event, e.g. aviation company’s confirmation of the flight delay, doctor’s note on illness, etc. If must also be presented with evidence verifying the costs incurred as a result of the insured event.
- If has the right to request additional evidence, such as a certificate confirming the period of residing in a foreign country, medical history, etc.

10. **Accident insurance**

10.1. An insured event of accident insurance is an accident which occurred with the insured person when travelling abroad within the area covered with the insurance, as a result of which:

- the insured person dies within three years of the occurrence of an accident;
- the insured person develops a permanent disability within three years of the occurrence of an accident.

10.2. Death or developing a permanent disability in case of an illness do not constitute an insured event.

Please note! Make sure to read all the exemptions.

10.3. **Death benefit.** The amount of the death benefit is the sum insured with accident insurance. Death benefit is paid to the insured person’s beneficiaries. Death benefit is not paid when the insured person dies more than three years later.

10.4. Death benefit is reduced by the permanent disability indemnity previously paid for the same insured event.

10.5. **Permanent disability indemnity.** If pays the insured person a permanent disability indemnity if the insured person’s health has permanently deteriorated as a result of an insured event and corresponds to the following table when one year has passed from the insured event.
10.6. The presence and extent of a permanent disability caused by an insured event in the sense of the insurance agreement is established when a year has passed from the insured event, taking the insured person's health at the given moment as a basis.

10.7. When establishing a permanent disability, the insured person's health condition is compared to the health condition of a healthy person of the same age, only taking into account the disability's severity and nature, but not the insured person's individual characteristics like lifestyle, profession or hobbies. Loss of capacity for work and loss of income are not accounted when establishing permanent disability. The grade of a permanent disability established by expert medical assessment is not binding for If in establishing the permanent disability.

10.8. The presence and extent of the permanent disability is determined based on medical documents. The permanent disability indemnity is paid as a percentage of the insured sum of accident insurance.

10.9. If does not pay permanent disability indemnity:
- in the case of damage to the insured person's teeth or prosthetics;
- if the permanent disability appears later than within one year after the insured event;
- if the insured person dies as a result of the insured event within one year from the date of the insured event. In such case If pays a death benefit.

11. Liability cover

11.1. An insured event of liability insurance is an unexpected and sudden event occurring when travelling abroad within the area covered by the insurance, which resulted in direct proprietary damage to the injured party, incl. damages resulting from causing damage to health or death, for which the insured person is held legally liable.

11.2. The injured party is a person to whom the insured person caused direct proprietary damages. The insured person themselves, the insured person’s travel party and family members are not regarded as injured parties. Damages caused to those persons are not reimbursed.

11.3. If reimburses any direct proprietary damages caused to the injured party as a result of the insured event and legal costs arising from the insured event, that are directly necessary for resolving the proprietary damage claim presented to the insured person.

Please note! Make sure to read all the exemptions.

11.4. Conduct in the case of liability insurance:
- If the insured person is presented with a damage claim or circumstances which may constitute a basis for such claim to appear, such as causing damages, If must be contacted immediately in order to proceed according to the instructions received from If.
- Legal costs must be co-ordinated with If beforehand.
- When If is of the opinion that it is reasonable to resolve the dispute by means of agreement, the insured person must respond to If's proposal in 5 days unless If has established a longer period.
- If the insured person fails to respond to If's proposal in a timely manner or fails to enter the agreement, If does not reimburse any costs of expert assessments, legal assistance and court expanses, which may be incurred after the term of replying to If's proposal or entering an agreement has passed.

12. Legal costs

12.1. If reimburses reasonable and necessary legal costs to protect the insured person’s rights when the insured person was part of a traffic accident abroad and has been detained, arrested or imprisoned as a result.

12.2. If does not reimburse the costs when the insured person caused the traffic accident while intoxicated. Intoxication is established based on the legislation of the country where the traffic accident occurred.

12.3. If does not reimburse the costs when the insured person drove the vehicle without a driving licence or was not legally allowed to drive in the country where the traffic accident occurred.

12.4. When the need for legal assistance arises, it must be reported to If immediately, proceeding according to the instructions provided by If.

13. Calls made to If from a foreign country

13.1. If reimburses any phone calls made to If or If's claims administration partners, transport companies, travel agencies, accommodation providers or other travel service providers in relation to the insured event.

13.2. The insured sum of phone calls is EUR 200 for all the calls made during a single trip.
14. **Rental car excess insurance**  

14.1. An insured event of rental car excess insurance is the theft, robbery, destruction or damage to the passenger vehicle (hereinafter: rental car) loaned or rented by the policyholder or the insured person, as a result of which the policyholder must pay the excess established in the rental car insurance agreement to the party loaning or renting the car. If does not pay the compensation when the rental car was not insured.

14.2. Rental car excess insurance also applies when the policyholder or the insured person is not the renting party, but has been included as a driver of the vehicle in the rental agreement.

14.3. Rental car excess insurance only applies when all the following conditions have been met:

- the insured event happened in an area that is covered with the current travel insurance agreement. Rental car excess insurance does not apply when the insured event took place in the home country.
- the person loaning or renting the passenger vehicle is a legal person, whose official area of activity is the short-term rental of vehicles.
- the Card was used to pay for loaning or renting a passenger vehicle.

14.4. The excess of this insurance cover is EUR 100.

14.5. The compensation amount is the actual sum in the extent of the excess rate established in the rental car insurance agreement, from which EUR 100 (excess) has been deducted, but not more than a total of EUR 10,000 (sum insured of the excess of rental car).

**EXAMPLE.** The insured person is required to pay the excess established in the rental car insurance agreement in the sum of EUR 1000. The compensation is EUR 1,000 - 100 = EUR 900.

14.6. In order to receive the compensation, the policyholder must present the loan or rental agreement along with the insurance agreement and loss claim. If has the right to request additional certificates and explanations.

14.7. When leaving their rental car, the driver must close all windows and the roof hatch, lock all doors, remove all keys, remote control devices and documents and deploy anti-theft equipment.

15. **General exemptions**

- General exemptions are applied to all insured events.
- If does not pay compensation in the absence of an insured event.
- If does not pay compensation when the event that caused the damage is foreseeable.
- If does not compensate any damages or costs that are not in compliance with the characteristics of compensated damages or costs.

- If does not compensate any costs the insured person would have incurred regardless of the insured event.

15.1. **Foreseeable event.** If does not provide compensation when damages were caused by circumstances that were known or foreseeable to the policyholder or the insured person before the beginning of the trip.

15.2. **Moral damage.** If does not reimburse moral, i.e. non-material damages.

15.3. **Event that occurred in the home country.** If does not pay compensation when the event that caused damages occurred in the home country. This exemption is not applied to travel disruption insurance in cases specified in the terms and conditions of insurance.

15.4. **Conduct of the policyholder and the insured person.** If does not pay compensation when:

- the insured person caused the insured event either intentionally or due to gross negligence;
- the insured person caused the insured event when driving a vehicle they were not legally allowed to drive;
- the damages were caused or partially caused by an act committed by the insured person that has traits of intentionally committed criminal offence;
- the policyholder or the insured person presented inaccurate information to If.

15.5. **Intoxication.** If does not pay compensation if the insured event or damages were caused or partially caused by the insured person being intoxicated (incl. alcohol, illegal drugs) or residual effects thereof.

15.6. **Motorcycle.** If does not pay compensation if damages were caused when the insured person was driving or riding as a passenger on a motorcycle with a working engine capacity of 125 cm³ or above.

15.7. **Searching for the insured person.** If does not cover the costs of searching for the insured person.

15.8. **Damages reimbursed by another person:**

- If does not compensate damages paid under the motor third party liability insurance.
- If does not compensate damages if the health insurance fund, insurance provider, transport company, travel service provider or another person has already covered the costs or made a decision on covering the costs.

15.9. **Strike, disruption of work.** If does not pay compensation when damages were caused by a strike or disruption of work that the insured person was knowledgeable of before the start of the trip.

15.10. **Bankruptcy, insolvency.** If does not pay compensation when damages were caused by the bankruptcy or insolvency of a service provider involved in the trip.

15.11. **Natural disaster.** If does not pay compensation when damages were caused by an earthquake, landslide, avalanche, flood, forest fire, hurricane, tornado, volcano eruption, tsunami, except for travel disruption
compensation due to the evacuation interrupting the trip. The said exemption is also not applied to medical insurance if the insured event occurred within 14 days of the beginning of the natural disaster and the insured person had already started their trip before the occurrence of the natural disaster.

15.12. **Epidemic.** If does not pay compensation when the damages were caused by a nationally declared epidemic, except for travel disruption compensation due to the evacuation interrupting the trip. The said exemption is also not applied to medical insurance if the insured event occurred within 14 days of the beginning of the epidemic and the insured person had already started their trip before the start of the epidemic.

15.13. **War, armed conflict, insurgency, mass unrest.** If does not pay compensation when damages were caused by war or armed conflict, insurgency, revolution or mass unrest, except for travel disruption compensation due to the evacuation interrupting the trip. If the insured person does not participate in the said activities and arrived to the respective area before the start of the danger situation, their medical insurance is still valid for 14 days from the start of the dangerous situation. In the case of war between the permanent members of the United Nations Security Council, the war exemption is applied immediately at the start of the war and the 14-day insurance cover does not apply.

15.14. **Terrorism.** Terrorism is regarded to be any act, including the use of violence,

- which has been committed by a person or a group of persons acting independently or in relation to an organisation and
- the act is politically, religiously or ideologically motivated, incl. influencing the government or creating fear in the public for political, religious or ideological reasons.

15.15. If does not pay compensation for damages caused by terrorism, except for travel disruption compensation due to the evacuation interrupting the trip. The said exemption is also not applied to medical insurance if the insured event occurred within 14 days of the terrorist act and the insured person had already started their trip before the terrorist act.

15.16. If does not compensate damages caused by measures taken to avoid a terrorist attack (incl. stopping transportation, additional inspections, limitations on the transport of items).

15.17. **Limitations arising from international sanctions.** All risks, the insurance of which is incompliant with, or becomes incompliant with restrictions, prohibitions or sanctions imposed by the UN, the European Union, the United Kingdom of Great Britain and Ireland or the United States of America are exempt from the insurance cover starting from the date when the said restrictions, prohibitions or sanctions are applied in relation to the said agreement.

15.18. If any sanctions imposed by the UN, the European Union, the United Kingdom of Great Britain and Ireland or the United States of America either directly or indirectly prevent the insurance service from being provided based on the respective contract, If shall be entitled to cancel the contract by sending a written notice of it to the Policyholder. The agreement is regarded to be cancelled 14 days from the date the cancellation notice was received by the insured person. In the case of disruption in communication the cancellation notice is regarded to be delivered upon sending out the notice or the attempt to send out the notice. The Policyholder shall notify the Cardholders of the cancellation of the Insurance Agreement within 5 working days as of receiving the Insurer’s notice.

15.19. **Other exemptions.** If does not pay compensation when:

- the insured event was caused by a nuclear weapon, nuclear energy or radiation;
- damages were caused by the activities of the police, border guard, customs workers or other public authorities;
- damages were caused by the seizure, detention, confiscation or expropriation of property.

16. **Medical insurance exemptions**

16.1. **Costs incurred in the home country.** If does not reimburse costs incurred in the home country, even when the costs were a result of an insured event that happened abroad.

16.2. **Costs related to illnesses or injuries that appeared before the start of the trip.** If does not reimburse treatment costs, the cause of which is an illness or an injury that appeared before the trip. This exemption is not applied to first aid in the case of life-threatening exacerbations of chronic illnesses.

16.3. **Costs of scheduled treatment.** If does not reimburse the cost of scheduled treatment, incl. scheduled cosmetic surgeries.

16.4. **Pregnancy, delivery.** If does not reimburse any costs resulting from delivery, abortion, the related complication, post-natal treatment or case, except for emergency medical care for unexpected complications during the first 35 weeks of pregnancy when abroad. The exemption is applied to the costs related to both the mother and the baby.

16.5. **Exemptions related to the insured person returning to the home country:**

- If does not reimburse the cost of returning to the home country when the insured person returned from the trip themselves without co-ordinating it with If, or disregarded the instructions of If or their doctor upon returning to the home country.
- If a doctor, approved by If, regards that repatriation to the home country is possible, but the patient or the injured insured person rejects it, If will not reimburse any further costs.
- If the doctor, approved by If, does not regard that repatriation to the home country is reasonable, If will not reimburse the cost of repatriation to the home country.
16.6. **Other exemptions.** If does not compensate the following costs:

- that are avoidable;
- procedures and services not prescribed by a doctor;
- medication purchased without prescription;
- rehabilitation;
- non-medical treatments or alternative medicine;
- treatment provided by an unlicensed person;
- getting or removing a tattoo and complications thereof;
- the diagnosis and treatment of psychiatric and behavioural disorders, including depression;
- the diagnosis and treatment of sexually transmitted diseases, H1virus and AIDS;
- vaccination, except vaccination as part of medical care in the treatment of an insured event.

17. **Travel disruption insurance exemptions**

17.1. **Health condition.** If does not pay compensation if the travel disruption is caused by:

- an illness of the insured person that started before the conclusion of the insurance agreement, including chronic illnesses or injuries of the insured person. The exemption also applies to the exacerbation or persistence of the consequences of the said illness or injury;
- anxiety disorder, depression or other psychiatric disorder;
- pregnancy, related complications or delivery.

17.2. **Failure to schedule properly.** If does not pay compensation if the trip is interrupted by the failure to schedule properly, disregarding the time allocated for layovers and security checks, regular weather conditions, characteristics of the local transport system, traffic congestion, etc.

17.3. **Costs made in the home country.** If does not pay compensation for costs on accommodation and transport incurred due to the cancellation of the trip in the home country.

17.4. **Other exemptions.** If does not pay compensation:

- when the travel disruption is caused by a lack of documents or insufficient documents, e.g. the passport is not valid, missing visa, missing vaccination certificate, etc.;
- for the loss of income resulting from the travel disruption;
- for any damages due to opportunities arising from the trip being lost: agreement not concluded, contacts not made, missed experiences or events, etc.;
- for the costs of the repair, storage, write-down or transport of a means of transport, including the cost of recovery to the home country;
- when the travel disruption is caused by the technical failure of a personal vehicle, loaned or rental vehicle;
- for the cost of food and drink, except for in case provided in clause 9.20;
- if the travel disruption is caused by the activities of the travel organiser or agent or their failure to act.

18. **Exemptions of luggage insurance**

18.1. If does not pay compensation for damages incurred:

- when items came into contact with liquids contained in the luggage;
- when leaving the luggage unattended, losing the luggage or leaving it behind;
- in the case of breakage of an item made of glass, porcelain, ceramics or similar fragile materials, including damage caused to the items.

19. **Exemptions of accident insurance**

19.1. If does not pay compensation if the death or permanent disability was caused or aggravated by:

- the insured person's illness;
- any medical procedure, incl. surgery. The exemption does not apply when the medical procedure was conducted due to an accident that occurred abroad during the validity of the insurance agreement;
- tick or bug bite or sting;
- miscarriage or delivery, complications of miscarriage or delivery;
- accident that happened when the insured person was detained, arrested or imprisoned in an incarceration facility;

20. **Third party liability insurance exemptions**

20.1. **Compulsory liability insurance (e.g. motor third party liability insurance).** If does not pay compensation for damage covered by compulsory liability insurance.

20.2. **Items in the possession or use of the insured person.** If does not reimburse damages for the destruction, damaging or loss of an item in the possession or use of the insured person, e.g. a rental car.

20.3. **Loss of profit.** If does not reimburse lost profit, except for the decrease or loss of income of the injured party in case of causing damage to health or death of the injured party.
20.4. **Persons to whom damages are not reimbursed.** If does not reimburse damages incurred by the insured person themselves, their travel party or family members.

20.5. **Sanctions.** If does not reimburse any fines or other punishments imposed on the insured person.

20.6. **Infectious diseases, sexually transmitted diseases.** If does not reimburse any damages caused by the spreading of infectious diseases and/or sexually transmitted diseases.

20.7. **Epizootic pathogens, pests.** If does not pay compensation for damages caused by epizootic pathogens or hazardous pests.

20.8. **Activities not covered by insurance.** If does not compensate damages related to the insured person’s:

- economic or professional activities;
- fulfilling professional or service assignments; acting as a member of the governing body of a legal person;
- providing a service for a fee;
- sports competitions or professional sports;
- the possession or use of any vehicle;
- the possession or use of a building;
- use of a gun.

21. **Rental car excess insurance exemptions.**

21.1. If does not pay compensation if the rent, lease payment, etc. of a rental car was not paid by Card.

21.2. If does not pay compensation when an insured event was caused by the driver of a rental car:

- who was not legally allowed to drive in the country of the insured event;
- whose breath or blood alcohol content was above the permitted limit in the country of the insured event;
- who consumed an intoxicating substance after the traffic accident and before the state of intoxication was verified by the police or a medical facility or who declined establishing the state of intoxication.

21.3. If does not pay compensation when the vehicle was used in violation of the terms and conditions of the rental agreement, incl. when the vehicle was driven by the person not permitted to do so under the rental agreement.

21.4. If does not pay compensation when the insured event took place when using the vehicle in a competition or race, also when practising for a competition or race, regardless of whether it was legally arranged.

22. **General guidelines in the case of an insured event**

22.1. The insured event must be reported to If as soon as possible. If will provide detailed instructions for further conduct.

22.2. The insured person must do everything in their capacity to prevent the damages from increasing, for example visit a doctor in the case of illness, notify the aviation company immediately of lost luggage, etc.

22.3. The insured person must first apply for compensation or refund of the prepayment from the travel service provider, e.g. the aviation company, accommodation provider, etc.

22.4. In the case of a loss event, If must be provided with accurate and complete information about the circumstances of the loss event, the potential size of the loss and persons responsible.

22.5. In the case of a loss event, documents and written explanations must be presented to If and questions must be answered. When copies of documents were presented to If, If has the right to request the original documents.

22.6. If has the right to source documents and information related to the loss event from third persons.

22.7. Upon the request of If, the policyholder must present evidence on the insured person’s start and end of the trip, the time spent in transit locations and the itinerary.

22.8. Please also read the instructions of conduct under the types of insurance cover. For more information call If's insurance line on 777 1211.

23. **Sum insured**

23.1. If does not pay more compensation for all the insured events during a single trip than the sum insured stated in the current terms and conditions of insurance, whereas indemnity limits established in the terms and conditions of insurance are also established.

23.2. The sums insured and indemnity limits are applied to each insured person separately.

24. **Indemnity limits**

24.1. If indemnity limits are established in the terms and conditions of insurance for certain events or expenses, If will pay compensation up to the indemnity limit.

24.2. Indemnity limits are included in the respective sum insured. Indemnity limits are not added to the sum insured.

25. **Excess**

25.1. Excess is the sum of money established in the terms and conditions of insurance, which If will deduct from the indemnity. Excess is used in cases when prescribed by the terms and conditions of insurance.

26. **Insurance indemnity**

26.1. In order to receive the insurance indemnity, If must be presented with information on the insured event and the expenses.

26.2. If establishes whether it constitutes an insured event and to what extent they are obliged to reimburse the damages.
26.3. The right to receive the insurance indemnity is held by the insured person or a company providing a service to them, e.g. travel agencies, medical facilities, etc.

26.4. If the compensation depends on the circumstances established in judicial or pre-judicial proceedings, if has the right to make the decision on the compensation or their refusal after the proceedings have been suspended or finished.

27. Violation of the insurance agreement

27.1. In the case of a delay in the compensation on behalf of If, If will pay a late fee according to the Law of Obligations Act.

27.2. If the insured person or the policyholder has violated the insurance agreement, incl. the precautionary measures, If has the right to reduce the indemnity or to refuse to pay the indemnity, unless otherwise provided in the Law of Obligations Act.

27.3. If has the right to reclaim the indemnity in full or in part, if If only became knowledgeable of the violation of the insurance agreement after paying the compensation.

27.4. If the insured person has not fulfilled the requirements of the insurance agreement, it is regarded as a violation of the insurance agreement.

28. Sending notifications

28.1. If forwards any notifications related to the insurance agreement by e-mail, post or SMS message.

28.2. If regards an e-mail to be sent by the person from whose e-mail address the letter has been sent, if the address has been noted in the documents related to the insurance agreement or published on the person's website or in any other manner.

29. If's obligation to notify the policyholder

29.1. In the case of any changes in If's name or legal form, address or insurance supervision address, If notifies the policyholder of this on the website of If or in the mass media.

30. Resolution of disputes and applicable law

30.1. In the case of disputes, the Estonian version of the insurance agreement will be taken as the basis.

30.2. If wishes to mainly resolve insurance disputes by means of negotiations. When an agreement is not reached, the dispute is resolved in court or in an insurance conciliation body, 218. The insurance conciliation body can be addressed through the Estonian Insurance Association (www.eksl.ee, Mustamäe tee 46, Tallinn 10621). If must take part in the conciliation proceedings. The conciliation proceeding is free of charge. Before approaching the insurance conciliation body, a claim must be presented to If.

30.3. Complaints regarding the conduct of If can be filed to the Estonian Financial Supervision Authority, www.fi.ee, Sakala 4, Tallinn 15030.

30.4. Estonian legislation shall be applied to this insurance agreement. Any disputes arising from the insurance agreement are under the jurisdiction of Harju County Court.