

Private Client



Travel Insurance Conditions

TR 20071

IF P&C INSURANCE AS. COMMERCIAL REGISTER CODE 10100168

Unofficial translation

In case of differences in interpretation of following conditions the estonian text will be regarded as the original

The monetary amounts of this document are expressed in euros and in kroons. The amounts in kroons are used until 01.01.2011, the amounts in euros are used since 01.01.2011.

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The Aim Of The Insurance

- The aim of private client's travel insurance is to insure any damages related to travelling from Estonia to another country and back, to the extent established by the Insurance Contract. The insurance coverages (medical assistance insurance, luggage insurance, travel interruption insurance, legal assistance insurance) shall be indicated on the Insurance Policy.
- If the point of departure of a trip is outside Estonia (including travelling from abroad into Estonia), the insurance cover foreseen by these insurance conditions shall be applicable only if a respective note has been made on the Insurance Policy.
- These insurance conditions are applicable for motorbike trips only if a respective note has been made on the Insurance Policy.

PERMANENTLY SETTLING IN ANOTHER COUNTRY: THE ONE-YEAR RULE.

- Damages related to settling permanently in another country or living permanently in another country (including medical expenses incurred by a person living permanently in another country) shall not be compensated on the basis of these insurance conditions.
- If the Insured party has stayed outside Estonia for more than one year (including for reasons of residing, employment, or travelling), that party shall be considered to have settled in another country for the purposes of these insurance conditions.
- The simple one-year rule set forth in the previous article shall be applicable regardless of the fact of if and how tax obligations, citizenship, registration of residence or address, or a residence permit or work permit have been regulated within the legislation.

Example 1. The Insured party stays in another country for the purposes of studying for eight consecutive months. For the purposes of these insurance conditions, this is considered to be a trip.

Example 2. Due to working duties, the Policyholder moves to Romania and remains there for eighteen consecutive months. For the purposes of these insurance conditions, this is not considered to be a trip.

Persons Related To The Subject Of The Insurance Contract

7. The Policyholder shall be a person who has concluded an Insurance Contract with If P&C Insurance AS (the Insurer).
8. The Insured Person (hereinafter referred to as “the Insured party”) shall be the until 80 years person who is noted on the Insurance Policy and whose health, belongings, expenses or financial obligations are insured by the policy.
9. The Policyholder shall be responsible for the behaviour of the following persons: the Insured party, members of the family of the Insured party who are living with her or him, the legal possessor of any insured property, or any person to whom the legal possessor of a property has voluntarily transferred the possession of said property. The Policyholder shall be obliged to explain the requirements arising from the Insurance Contract to the aforementioned persons.
10. If the persons mentioned in the previous article have failed to fulfil the requirements of the Insurance Contract, the Policyholder shall be considered as having violated the contract.

Insurance Card

11. Upon the request of the Policyholder, the Insurer shall forward Insurance Card(s) or leaflet(s) to the Policyholder pursuant to the number of Insured persons. The Insurance Card or leaflet has only informative meaning: it includes contact data for use in case of a loss event, furthermore the number of the Insurance Policy has been placed on the Insurance Card for facilitating claims handling.
12. The Insurance Card or leaflet shall not be the Insurance Policy or any other certificate of the validity of the insurance.

Trip

13. The trip shall entail the Insured party travelling from Estonia to a foreign country with the aim of residing there temporarily. A trip shall not consist of the Insured party’s permanent residence in a foreign country.

THE START OF A TRIP

14. The point of departure for a trip shall be within Estonia.
15. The beginning of a trip shall be the entry of the Insured party onto or into a means of transport, which operates on a regular line (such as an airplane, train, bus, or ship), with which the Insured party intends to leave Estonia.
16. If the Insured party leaves Estonia in or on a means of transport that is not a means of transport which operates on a regular line (such as a car, a charter bus), on foot, or by bicycle, the point at which the trip starts shall be the point at which an Estonian border point is crossed.

THE POINT OF DESTINATION AND TRANSIT POINT OF A TRIP

17. The point of destination of a trip shall be a location, which is outside Estonia, where the aim of the trip is the arrival at this point. The transit point of a trip is a place, which is outside Estonia via which the Insured party travels in order to reach their next transit point, the point of destination of their trip, or Estonia itself.
18. If it is impossible to establish whether a location is a point of destination or a transit point, the location shall be considered as being a transit point (eg. especially in the case of tours).

Example 1. The Insured party is travelling to Helsinki by ship. Helsinki is the point of destination of the trip.

Example 2. The Insured party is travelling to Cairo through Helsinki. Cairo is the point of destination of the trip and Helsinki is the transit point.

Example 3. The Insured party is travelling in Europe, visiting Riga, Vilnius, Warszawa, Berlin, Frankfurt, Stockholm and Helsinki. Due to the fact that there are no specific points of destination, all the cities are considered to be transit points.

THE END OF A TRIP

19. The end-point of a trip shall be at a point within Estonia. The end of the trip shall be the point at which the Insured party arrives at the Estonian border checkpoint.
20. In terms of luggage insurance, the end of the trip shall be the moment at which the transport company delivers the luggage to the Insured party within Estonia or makes the luggage available for the Insured party within Estonia.

Term Of Validity Of The Insurance

21. The Insurance shall be valid only for those events, which occur during travel, which is undertaken within the Insurance Period (this does not apply for travel interruption insurance).
22. The Insurer shall not be obliged to pay any Insurance Indemnity for events, which have occurred after the Insurance Period. The Insurance Period shall be noted on the Insurance Policy.
23. The Insurance Period shall not be of a period, which is shorter than the duration of a trip, unless agreed differently. If the

Insured party has left Estonia before the conclusion of the Insurance Contract, the Policyholder shall be obliged to inform the Insurer of that fact upon the conclusion of the Insurance Contract.

24. There is no retroactive Insurance Cover in the travel insurance.
25. Medical assistance insurance, luggage insurance and legal assistance insurance are not valid before the beginning of the trip or after the end of the trip.
26. Travel interruption insurance is not valid after the end of the trip. Travel interruption insurance is valid before the beginning of the trip according to the conditions set forth in Articles 30 - 31.

THE TWO-DAY RULE OF TRAVEL INTERRUPTION INSURANCE

27. NB: The Insurer recommends that the contract, including travel interruption insurance, be concluded as early as possible before the beginning of the trip!
28. Travel interruption insurance shall not be valid during the two days following the issue of the Insurance Policy if the Insurance Event is:
 - 28.1. an unexpected life-threatening condition, serious bodily injury or the death of the Insured party or their spouse, life partner, child, parent, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law or daughter-in-law;
 - 28.2. an event which could be foreseen by the Insured party.

TRAVEL INTERRUPTION INSURANCE SHALL BE VALID DURING THE ENTIRE INSURANCE PERIOD

29. Travel interruption insurance shall be valid during the entire Insurance Period, including the period before the beginning of the trip, (except during the two days set forth in Article 28), provided that the expenses for which compensation is to be paid on the basis of travel interruption insurance were made or any damages were caused before the occurrence of the circumstances that caused any travel interruption.

TRAVEL INTERRUPTION INSURANCE SHALL ALSO BE VALID BEFORE THE BEGINNING OF THE INSURANCE PERIOD

30. Travel interruption insurance shall be valid for all damages, which are related to trips taken during the Insurance Period in addition to the Insurance Period, and also during the period between the conclusion of the Insurance Contract and beginning of the Insurance Period, except when the two-day rule is applied (see Article 28).

Example. An Insurance Contract is concluded on 01.09.2010. The Insurance Period starts on 01.10.2010. The Insured party fell ill unexpectedly and acutely on 15.09.2010 and is not able to go on the trip. The Insurer pays compensation for travel interruption damages. If the Insured party had fallen ill on 02.09.2010, the Insurer would not have paid any compensation for travel interruption damages (“the two-day rule”).

31. Travel interruption insurance cover is valid only for the damages related to the trips during the Insurance Period. The insurance cover shall not be valid for the damages related to trips that take place outside the Insurance Period.

Example. The Insurance Period is 01.11.2010 to 01.12.2010. During this period the Insured party wishes to travel to Iceland. Before the beginning of the Insurance Period the Insured party travels to Helsinki on 10.10.2010 and participates in a traffic accident, being seriously injured by it. The trip to Iceland is cancelled. It is classified as a travel interruption Insurance Event, and the Insurer pays compensation for damages related to the trip to Iceland. However, compensation for damages, which are related to the Helsinki trip, will not be paid due to the fact that the trip to Helsinki took place outside the Insurance Period.

EXTENSION OF THE INSURANCE PERIOD BY 48 HOURS

32. If returning to Estonia from a trip is delayed due to the travel interruption Insurance Event, the validity of all the Insurance Covers for the respective Insurance Contract shall be automatically extended by 48 hours, provided that the Insurance Contract includes travel interruption insurance.

Example. The Insured party is on his way home from Beijing. On the last day of the Insurance Period, planes are not departing due to weather conditions; this is a travel interruption Insurance Event. The Insurance Contract also includes travel interruption insurance cover and the Insurance Period is automatically extended by 48 hours. The next day, while waiting for the restoration of air traffic, the Insured party becomes seriously ill and needs medical assistance. The medical assistance insurance is valid and the Insurer pays compensation for damages.

MULTI-TRIP INSURANCE

33. Multi-trip insurance means that the insurance is valid during a certain number of the first days of a trip, but the number of trips during the Insurance Period is not limited. A note is entered onto the Insurance Policy regarding multi-trip insurance. (For the application of the Sum Insured party for multi-trip insurance see Article 232.)

For example, the “365/45” indicated on the Insurance Policy means that the Insurance Period is for one year and the insurance is valid for each trip and for not more than the first 45 days.

34. In the case of an Insurance Event, the Insurer has the right to request a certificate regarding the time in which the Insured party was abroad

Insurance Validity Area

35. The Insurance Validity Area shall be the territory, which is noted on the Insurance Policy in which the insurance shall be valid. The Validity Areas shall be as follows:
 - 35.1. Border regions - the Insurance shall be valid in the provinces of Leningrad, Pskov and Novgorod, and in Latvia and Lithuania;
 - 35.2. The European part of Russia, i.e. the part of the Russian Federation that is west of the Ural Mountains;
 - 35.3. The Nordic countries - the Insurance shall be valid in the Nordic countries (Finland, Sweden, Denmark, Norway, and

VALIDITY OF THE INSURANCE DURING SPORT ACTIVITIES

	CHILDREN UP TO 16 YEARS	INSURED PERSONS WHO ARE 17 AND OLDER	
	RECREATIONAL AND COMPETITIVE SPORT	RECREATIONAL SPORT	COMPETITIVE SPORT
Sports with a low and medium level of risk	No special note required	No special note required	A note on the policy
Sports with a high level of risk	A note on the policy	A note on the policy	A note on the policy
Extremely dangerous sports	Special agreement	Special agreement	Special agreement

Iceland);

- 35.4. Europe - the Insurance shall be valid all over Europe, including in the European part of Russia, as well as Turkey, the Canary Islands, Israel, Tunisia and Morocco, Egypt and the United Arab Emirates;
- 35.5. The whole world - the Insurance is valid throughout the whole world.
36. The Insurance (except travel interruption insurance in cases set forth in the insurance conditions) shall not be valid in Estonia or the state of permanent residence of the Insured.

Validity Of The Insurance During Sports Activities

The table below sets out a summarised overview of the validity of the insurance during participation in sports. In addition to the provisions of the table, the conditions set forth in Articles 37 – 49 shall be deemed to apply.

37. The validity of the insurance for participation in sports shall depend upon the purpose of the sports in question (in regard to whether they are recreational sports or competitive sports), and the risk level of the sport.
38. The insurance shall be valid for participation in sports without any special agreement being drawn up:
- 38.1 for sports involving a low and medium level of risk, if carried out as recreational sports;
- 38.2 for children up to the age of 16, involvement in sports which involve a low and medium level of risk both as recreational and competitive sports.
39. The insurance shall be valid for participation in sports if a respective note of the sport or the risk level of the sport has been made on the Insurance Policy:
- 39.1. for any Insured party over the age of 16 who is participating in competitive sports;
- 39.2. for all Insured parties who are participating in sports with a high level of risk as both recreational and competitive sports.
40. The insurance shall only be valid for participation in extremely dangerous sports (see Article 48) provided that the names of the extremely dangerous sports in question are noted on the Insurance Policy.
41. The insurance shall only be valid for winter sports (except cross-country skiing) on winter sports tracks, winter sports fields, or winter sports halls, which have been especially prepared for that purpose.

The Risk Levels For Sports

RECREATIONAL AND COMPETITIVE SPORTS

42. Recreational sports shall be classed as a physical activity for which purpose participation in such a sport is for the preservation and improvement of health.
43. Competitive sports shall be classed as a sporting activity that is aimed at achieving success in a public sports competition.
44. A public sports competition shall be classed as any participation in league, championship and international competitions and the requisite preparation for these competitions.

RISK LEVELS FOR SPORTS

45. **Sports with a low and medium level of risk are:**
- | | |
|--|---|
| <p>45.1. sculling</p> <p>45.2. crossbow shooting</p> <p>45.3. golf</p> <p>45.4. rowing</p> <p>45.5. badminton,</p> <p>45.6. cross-country skiing,</p> <p>45.7. swimming,</p> <p>45.8. fencing</p> <p>45.9. archery,</p> <p>45.10. dance sport,</p> <p>45.11. skeet shooting</p> <p>45.12. cycling,</p> | <p>45.13. athletics,</p> <p>45.14. basketball,</p> <p>45.15. body-building,</p> <p>45.16. biathlon,</p> <p>45.17. shooting,</p> <p>45.18. table tennis,</p> <p>45.19. orienteering,</p> <p>45.20. sailing,</p> <p>45.21. roller-skating,</p> <p>45.22. floor ball,</p> <p>45.23. squash,</p> <p>45.24. tennis,</p> <p>45.25. skating,</p> |
|--|---|

- 45.26. water polo,
- 45.27. gymnastics,
- 45.28. volleyball
- 46. **Sports with a high level of risk are:**
- 46.1. football,
- 46.2. ice hockey
- 46.3. ice boat sailing,
- 46.4. karate
- 46.5. sledging,
- 46.6. handball,
- 46.7. snowboarding,
- 46.8. field hockey,
- 46.9. downhill skiing (including slalom, speed skiing, etc)
- 46.10. pentathlon,
- 46.11. baseball,
- 46.12. surfing,
- 46.13. rugby,
- 46.14. horse riding, trotting,
- 46.15. ski jumping,
- 46.16. weight lifting,
- 46.17. triathlon,
- 46.18. diving (see also the restriction set out in Article 47)
- 47. NB! The insurance shall be valid for underwater sports(incl. diving) in which participation takes place as a recreational sport only in cases where the Insured party is engaged in such sports under the supervision of an instructor who holds the respective licence.
- 48. **Extremely dangerous sports are:**
- 48.1. mountaineering, rock climbing
- 48.2. motor sports, including marine motor sports
- 48.3. motor sledge sports
- 48.4. sailing on the open sea
- 48.5. carting
- 48.6. expeditions
- 48.7. air sports (including sky-diving, deltaplane, paraplane sports, gliding, ballooning)
- 48.8. mountain hiking and mountain climbing beyond a height of 2000 m above sea level
- 48.9. riding bikes in mountains (mountain biking)
- 48.10. bicycle tricks
- 48.11. skateboard tricks
- 48.12. bungee jumping
- 48.13. rafting
- 48.14. boxing, wrestling, karate, judo, kickboxing, other competitive sports.
- 49. Extremely dangerous sports also include sports which are not listed in the previous article (including extreme sports), and which have not been listed among the sports which have a low, medium or high level of risk and during which there is a higher risk of getting lost, becoming ill, dying or becoming injured.

The Validity Of The Insurance At Work And In Service

- 50. The insurance shall be valid at work and in service (including for drivers)except in the cases set forth in Art. 51– 54.
- 51. For physical paid labour the insurance shall be valid only provided that a respective note has been made on the Insurance Policy.
- 52. Physical paid labour shall be classed as any work which involves a remuneration in jobs that require a physical effort, such as construction, metalwork, forestry work, agricultural work, industrial work, and as a processing industry worker, as well as acting as an orderly or servant at a hotel, or as a courier, postman, babysitter or housekeeper, etc.
- 53. The insurance shall not be valid for working on high risk jobs which include mining, acting as a fisherman, a sailor, a policeman, a security guard, a crew member aboard a ship or aircraft, and also periods of active service in the Defence Forces, any military training and related exercises, or participation in peace-keeping missions.
- 54. The insurance shall not be valid for work in any jobs or positions in the execution of which the Insured party carries or uses a weapon.

Medical Assistance Insurance

INSURANCE EVENT

- 55. A medical assistance Insurance Event shall be classed as including the following instances where they have been caused by an accident or the unexpected illness of the Insured party:
 - 55.1. the death of the Insured party
 - 55.2. an unexpected deterioration in the Insured party's state of health.
- 56. An Illness shall be an unexpected deterioration in the state of health of the Insured, which begins during a trip or where the first symptoms appear during a trip and where the Insured party needs emergency medical care in order to treat such an illness.
- 57. An Accident shall be an unexpected, sudden event, occurred during the trip, which is contingent on the external nature of the event and is independent of the will of the Insured party, and which results in the bodily injury or death of the Insured.
- 58. An accident shall also include any bodily injury to the Insured party which unexpectedly emerges (eg. a muscle strain, or a dislocation), where such an injury has occurred independent of the will of the Insured party, and which was caused by a movement from or effort by the Insured party that took place during the trip, and which appears at its maximum extent within the course of one twenty-four hour period, and due to which the Insured party has visited a doctor within seven days of the occurrence of the injury.
- 59. An accident shall also include heatstroke, sunstroke, gas poisoning, drowning, freezing, or poisoning which has been caused by erroneously used substances during the trip.

RECOVERABLE MEDICAL TREATMENT EXPENSES, AND EXPENSES ON PRESCRIPTION MEDICINES

- 60. The costs of the out-patient and in-patient medical care shall be compensated under medical assistance insurance, provided that the medical treatment has been performed within sixty days since the Insurance Event.

61. In the event of an Insurance Event, which requires medical assistance, compensation shall be paid for expenses, which are incurred in the use of medicines, which have been purchased on the basis of a doctor's prescription.

RECOVERABLE DENTAL CARE EXPENSES

62. On the basis of the medical assistance insurance the compensation shall only be paid for the following procedures and medicines which are related to such procedures, in order to eliminate the unexpected acute toothache
- 62.1. opening a source of inflammation
 - 62.2. root canal cleaning
 - 62.3. a temporary filling
 - 62.4. removal of a tooth
 - 62.5. first aid dental expenses which are caused by an accident (eg. falling over, a traffic accident, physical violence).
63. The Insurance Event shall in no case be one that injures or damages permanent teeth or prostheses (including tooth fractures) during biting or chewing.
64. If the Insurance Period is up to three months, compensation shall be paid for dental care expenses up to a maximum amount of 128 euros/2000 kroons for all the Insurance Events that occurred during the Insurance Period.
65. If the Insurance Period is longer than three months, compensation shall be paid for dental care expenses to a maximum amount of 192 euros/3000 kroons for all the Insurance Events that occurred during the Insurance Period.

EXPECTANT MOTHER

66. On the basis of medical assistance insurance, compensation shall be paid for any unavoidable medical treatment expenses, which are incurred as a result of unexpected pregnancy complications during the first twelve weeks of pregnancy.
67. The Insurer shall not be obliged to pay compensation for medical treatment expenses which are the result of pregnancy or complications arising from pregnancy if the term of the pregnancy is greater than twelve weeks at the point at which such an Insurance Event occurs.
68. The Insurer shall not be obliged to pay compensation for expenses which are caused by childbirth or complications arising from childbirth, as well as expenses which relate to post-natal treatment or care. The exclusion set forth in this article shall be applicable for expenses related to the mother as well as child.

PROSTHESES, GLASSES, HEARING AIDS, CRUTCHES AND WHEEL CHAIRS

69. On the basis of medical assistance insurance, compensation shall be paid for expenses which arise from repairs to or the acquisition of any prostheses, hearing aids or glasses which have been destroyed or damaged because of an accident, up to an amount of 77 euros/1200 kroons per each Insurance Event.
70. On the basis of medical assistance insurance, compensation shall be paid for expenses, which are caused by the Insurance Event for the acquisition of crutches and the use of a wheelchair, etc.

TRANSPORTATION AND REPATRIATION COSTS

71. For the purposes of these Insurance Conditions repatriation shall mean:
- 71.1. the transportation to Estonia of an Insured party who is ill or injured;
 - 71.2. the delivery to Estonia of the body of a deceased Insured party;
 - 71.3. in the event of the cremation of the body of the deceased Insured party in another country, the urn containing the ashes of the Insured party shall be delivered to Estonia.
72. In the case of a medical assistance Insurance Event, compensation shall be paid for any unavoidable costs related to transportation on the spot, concurring with the Insurance and the repatriation costs, or for the cost of burying the Insured party in another country.
73. The costs of the delivery of the Insured party's dead body to Estonia, the burial or cremation in another country shall be compensated regardless of the cause of death, except in the case of suicide or if the death was caused or facilitated by a state of intoxication on the part of the Insured party.
74. If the Insured party is cremated or buried in another country, the Insurer shall not be obliged to pay compensation for any travel expenses (transport, accommodation, etc) which are incurred by persons attending the funeral or cremation service.

EXPENSES OF A PERSON IN ACCOMPANIMENT IN THE CASE OF REPATRIATION

75. In the case of a medical assistance Insurance Event, additional transport and accommodation costs will be paid for one travelling companion who is accompanying the Insured party in the repatriation of the Insured party to Estonia, if that travelling companion is unable to use the means of transport and/or accommodation service, which was initially foreseen for this purpose. Compensation is paid for the aforementioned expenses on the basis of the Insured party's travel insurance contract regardless of whether the accompanying person is the Insured party or not.
76. In the case of a medical assistance Insurance Event, compensation is paid for any reasonable and necessary costs for the accommodation of one person who is staying with the Insured party while abroad on the condition that the stay of the person abroad is reasonable and necessary (first and foremost this can be qualified as a parent who is staying with a minor).
77. The Insurer shall not be obliged to pay compensation for expenses that the person accompanying the Insured party would have incurred or should have incurred in the case of the Insurance Event not having occurred to the Insured party in the first place.
78. The Insurer shall not be obliged to pay compensation for expenses which were incurred in travelling to the location of Insured party when that party was ill, injured or deceased.

ACTIVITIES IN THE CASE OF A MEDICAL ASSISTANCE INSURANCE EVENT

79. In the event of a requirement for medical assistance, the Insured party shall contact a licensed doctor or a medical institution.

80. Compensation shall be paid for expenses, which are incurred for hospitalisation or repatriation only in cases where they have been agreed upon beforehand with the Insurer's loss adjustment partner (hereinafter referred to as the "loss adjustment partner").
81. In order to be able to organise hospitalisation or repatriation, the loss adjustment partner should be contacted by the telephone number indicated on the Insurance Policy.
82. Compensation shall be paid for telephone costs incurred by the loss adjustment partner or by If P&C Insurance AS where they are due to the medical assistance Insurance Event and up to the extent of 64 EUR/1000 EEK.
83. If the Insured party requires no hospitalisation or repatriation, the Insured party shall have the right to decide if she or he shall contact the loss adjustment partner or independently contact a licensed doctor or medical institution in order to organise treatment.
84. The representatives of If P&C Insurance AS or a loss adjustment partner shall be permitted access to information and documents concerning the loss event, including medical data.

ACTION TO BE TAKEN IN CASE OF REPATRIATION

85. The repatriation to Estonia of an Insured party who is ill or who has suffered bodily injuries shall be organised by the loss adjustment partner. In the event of the death of the Insured, the loss adjustment partner shall organise the burial or cremation of the deceased or their repatriation to Estonia.
86. Doctors who are approved by the loss adjustment partner shall make a decision regarding the need for repatriation and the manner in which it should be carried out.

VIOLATION OF THE RULES FOR THE ORGANISATION OF REPATRIATION

87. NB: The Insurer shall have the right to refuse to pay the Insurance Indemnity if the Insured party has returned from a trip before an assessment on the need to repatriate him or her has been made by the doctors who have been approved by the loss adjustment partner.
88. If the doctors who have been approved by the loss adjustment partner consider repatriation to be necessary and the Insured party refuses to be repatriated, the Insurer shall not bear any obligation to pay compensation for any further expenses.
89. If the doctors who have been approved by the loss adjustment partner do not consider repatriation or a premature return to be medically justified, the Insurer shall not be obliged to pay compensation for repatriation costs.
90. The Insurer shall not be obliged to pay compensation for expenses related to repatriation if repatriation took place without the consent of the doctors who were accepted by the loss adjustment partner or by ignoring their instructions.

CERTIFICATES FOR MEDICAL ASSISTANCE INSURANCE

91. In the event of a requirement for the use of medical assistance insurance, medical certificates (including that of the diagnosis), bills for treatment and medicines, bills for transportation, and if necessary, a certificate confirming the duration of a stay abroad and other documents certifying the circumstances of the Loss Event and the amount of the loss shall be submitted dependant upon the notification of the Loss Event.

MEDICAL DOCUMENTS

92. Compensation shall be paid for the following reasonable and necessary costs for obtaining documents which certify the circumstances of an Insurance Event (such as the diagnosis, a health file, medical certificates, etc), on the basis of the medical assistance insurance:
 - 92.1. any additional visiting fee
 - 92.2. costs for formalising, photocopying, or sending documents.
93. The Insurer shall not be obliged to pay compensation for accommodation and transport costs which are related to obtaining medical documents.

Medical Assistance Insurance Exclusions

94. In addition to the exclusions set forth in the chapter "Medical assistance insurance exclusions", the section on "General exclusions" (see Article 189 - 216) shall also be applicable.

SEARCHING FOR THE INSURED

95. The Insurer shall not be obliged to pay compensation for the costs of searching for an Insured party who is lost or missing.

EXPENSES INCURRED IN ESTONIA OR ANOTHER COUNTRY OF RESIDENCE

96. The Insurer shall have no obligation to pay compensation for expenses which are incurred in medical treatment services which are provided in Estonia or in another country of residence of the Insured party (including medical rehabilitation in Estonia or another country of residence).

EXPENSES FOR WHICH COMPENSATION CAN BE PAID ON OTHER GROUNDS

97. The Insurer shall have no obligation to pay compensation for expenses that are normally subject to compensation pursuant to legal acts, international agreements or other legal acts, or compulsory insurance (eg. by the Health Insurance Fund).

FORESEEABLE EXPENSES

98. The Insurer shall not bear an obligation to pay compensation for expenses incurred by planned treatment. The same shall apply

for expenses, which are related to childbirth, pregnancy or complications in pregnancy (except in special cases set forth in Article 66).

EXPENSES RELATED TO DISEASES OR INJURIES WHICH WERE CAUSED OR WHICH APPEARED BEFORE THE BEGINNING OF A TRIP

99. The Insurer shall not be obliged to pay compensation for expenses incurred by the medical treatment of diseases (including chronic diseases) and injuries that occurred before the conclusion of the contract or the beginning of a trip. The aforementioned exclusion shall not be applicable for first aid that is provided in the event of a life-threatening exacerbation of a chronic disease.

TATTOOS, AND COSMETIC AND PLASTIC SURGERY

100. The Insurer shall not bear the obligation to pay compensation for expenses related to cosmetic surgery, plastic surgery, tattooing or the removal of a tattoo, or complications, which are caused by the aforementioned procedures.

OTHER EXCLUSIONS

101. The Insurer shall not bear the obligation to pay compensation where expenses exceed the limits of emergency treatment or where they do not qualify as emergency treatment.

102. The Insurer shall not bear the obligation to pay compensation for:

102.1. expenses for the diagnosis and treatment of psychological diseases (including depressive states);

102.2. expenses for the diagnosis and treatment of venereal diseases, HIV and AIDS;

102.3. expenses for the application of non-scientific and non-medical treatment methods;

102.4. expenses for medication, procedures and medical services which are purchased without a doctor's prescription;

102.5. expenses for medication which is bought without a prescription;

102.6. expenses for vaccinations, except for vaccinations given during the treatment which is covered by medical assistance insurance.

Travel Interruption Insurance

105. Travel interruption is classed as the cancellation of a trip or any deviation from a trip's travel schedule where the trip has already started.

106. The cancellation of a trip is classed as the complete cancellation of a booked or purchased trip.

107. The cancellation of a trip is also classed as the premature return from a trip due to a travel interruption Insurance Event if the Insured party has returned from a trip within the first 36 hours at the first transit point.

108. The Insurer shall be obliged to pay compensation only if the travel interruption event was due to an Insurance Event.

109. In the case of the cancellation of a trip compensation is paid for damages only provided that the trip or services related to the trip have been paid for or the obligation to pay has been undertaken before the occurrence of the Insurance Event.

110. Only damages and expenses which are related to the Insured party's travel interruption shall be subject to the payment of compensation. The calculation of compensation shall be based on the fact: in whose interests have the expenses been incurred? Such compensation shall not be based on which individual actually bears the expenses.

111. If the damages and expenses, which arise from a travel interruption event, cannot be related to a specific Insured party (eg. a party of five persons rents one house for the whole group), then each Insured party's share in any common expenses shall be considered as being equal.

ILLNESS, ACCIDENTS, DEATH BEFORE A TRIP

112. An Insurance Event is classed as the cancellation of a trip where such a cancellation was caused by a life-threatening condition, acute illness, bodily injury, or the death of the Insured party where this occurred suddenly before the start of the trip.

113. An insurance event is classed as the cancellation of a trip, which has been caused by the following unexpected circumstances, which occurred before the trip: a life-threatening condition, serious illness, bodily injury, or the death of a travelling companion of the Insured party.

114. The events set forth in the two previous points are classed as Insurance Events provided that they hinder any participation in a trip (due to a period of mourning, the lapse of the intended purpose of the trip, having to organise a funeral, or the fact that a travelling companion requires the help of the Insured party, etc).

ILLNESS, ACCIDENT, OR DEATH BEFORE OR DURING A TRIP

115. An Insurance Event is classed as a travel interruption which has been caused by any life-threatening condition which has occurred unexpectedly, a serious bodily injury, or the death of one of the following persons who was close to the Insured party:

115.1. spouse or partner

115.2. child or grandchild

115.3. mother or father

115.4. grandmother or grandfather

115.5. brother or sister

115.6. mother-in-law or father-in-law

115.7. son-in-law or daughter-in-law.

116. The events set forth in the previous point are classed as an Insurance Event provided that they hinder any participation in a trip or the continuing of a trip according to the schedule (due to a period of mourning, the lapse of the intended purpose of

the trip, having to organise a funeral, or the fact that a person close to the Insured party requires the help of the Insured party, etc).

117. NB: Any deviation from the trip's schedule due to the illness, bodily injury or death of the Insured party where this has taken place during the trip shall not be classed as a travel interruption Insurance Event. The aforementioned damages are classed as being those of an Insured party with medical assistance insurance to the extent set forth in the insurance conditions.

118. NB: Compensation shall not be paid for damages and expenses on the basis of these insurance conditions where they are caused by the fact that the Insured party deviates from the trip schedule and travels to a foreign country in which is living or is located a person who is close to the Insured party and who needs help.

Example: the Insured party lives in Estonia, while a sister lives in Dublin. The Insured party travels to Riga. Having found out that the sister has suffered a serious injury; the Insured party interrupts their trip and flies from Riga to Dublin. The Insurer shall not be obliged to pay compensation for expenses, which are incurred in travelling to Dublin.

DAMAGE TO THE PROPERTY OF THE INSURED

119. An Insurance Event is classed as a travel interruption event which is caused by any unexpected serious damage which is sustained by the Insured party's property and which is located in Estonia within seven days before the beginning of the trip or during the trip, due to which fact the unavoidable personal presence of the Insured party has been required (such as a burglary at the property, or a fire, or water damage due to a leak, or natural disasters, etc).

DISTURBANCES ON REGULAR TRANSPORT ROUTES

120. An Insurance Event is classed as a travel interruption which is caused by circumstances in which a means of transport belonging to a regular transport route (except a hydrofoil or a vessel running on domestic routes in Estonia), and which the Insured party had intended to use to reach the starting point, destination point or transit point on she's/he's trip, has been delayed or failed to depart, and if the reason for its being delayed or failing to departing included the following:

120.1. a technical failure suffered by the means of transport;

120.2. a traffic accident;

120.3. weather conditions.

121. A means of transportation, which is serving on a regular transport route, is classed as a plane, train, bus or ship and travels according to a timetable (including public transport), and this includes planes on charter flights.

122. If any delay or failure to depart by a means of transport was caused by circumstances not listed in Article 120, this shall not be considered as being an Insurance Event (eg. plane delays at the airport, an error by the flight organiser, the rearrangement of a flight by the airline, etc).

CAR ACCIDENT

123. An Insurance Event is classed as a travel interruption, which has been caused by circumstances in which a car (including a taxi) that was being used to reach the starting point or transit point on the trip becomes part of a road traffic accident.

124. The fact that a car has become stuck in a traffic jam shall not be classed an Insurance Event, except where the traffic jam has been caused by a road traffic accident.

INDEMNIFIABLE DAMAGE IN CASE OF THE CANCELLATION OF THE TRIP

125. In the event of the cancellation of a trip, compensation shall be paid to cover that part of the cost of the trip that has not been refunded by the trip's organiser or the provider of trip-related services (an accommodation company, a transport company, the organiser of excursions, or the organiser of concerts, etc).

INDEMNIFIABLE DAMAGE IN CASE OF ANY DEVIATION FROM THE TRIP'S SCHEDULE

126. Only the following expenses are indemnified in case of any deviation from the trip's schedule:

126.1. additional expenses incurred in replacing tickets, or expenses incurred in using an alternative means of transport at the cheapest available price class, and which is necessary in order to arrive at the point of destination or the transit point of the trip and which includes reasonable and necessary costs for accommodation;

126.2. reasonable and necessary transportation and accommodation costs which occur due to a premature return from a trip.

127. The Insurer shall not be obliged to pay compensation for expenses incurred in transportation and accommodation up to the extent that the Insured party's should have made if the Insured party had not deviated from the trip's schedule.

Example: The Insured party goes on a trip on Monday and plans to return on Saturday. On Tuesday, the Insured party has to return home due to an Insurance Event. The Insured party manages to change the plane ticket, which was purchased for Saturday (price 300 EUR) for a plane ticket for Wednesday (price 500 EUR) and has to pay additional 200 EUR. The Insurer shall indemnify the additional payments (200 EUR) but not the entire cost of the ticket for Wednesday (500 EUR).

128. The Insurer shall not be obliged to pay compensation for expenses which are incurred in the repair, storage or transportation of the Insured party's means of transport or the remains thereof (including bringing it back to Estonia – this includes passenger vehicles or yachts).

129. The Insurer shall not be obliged to pay compensation for expenses, which are incurred in the purchase of food, drinks or any other goods, or services that are not mentioned in Article 126.

THE THREE-DAY RESTRICTION IN CASE OF ANY DEVIATION FROM THE SCHEDULE

130. If the Insured party cannot continue a trip as planned due to a travel interruption Insurance Event, and as a consequence she/he have to remain at their point of destination or a transit point of the trip for longer than three (3) days, compensation shall only be paid for the accommodation costs in cases where such an arrangement has been previously agreed upon with the Insurer.

ACTION TO BE TAKEN IN CASE OF TRAVEL INTERRUPTION

131. In cases where there is the occurrence of an interruption in travel, the travel organiser or operators who are providing services related to the trip (eg. a hotel or airline company) should be informed promptly in order to ensure that such a travel interruption will result in additional costs which are as low as possible.
132. In the event of a violation of the obligations to provide notification as set forth in the previous point, the Insurer shall not be obliged to pay compensation for any additional costs arising from such a delay.
133. If the travel interruption was caused by the action or inaction of a transport company, a certificate indicating the reason of the travel interruption should be taken from the company, if possible.

CERTIFICATES IN CASE OF A CLAIM AGAINST TRAVEL INTERRUPTION INSURANCE

134. In cases where there has been a travel interruption event, any insurance medical certificates, a certificate on relation degree, a police certificate regarding a road traffic accident, a certificate from a transport company regarding the delay and the reasons for such a delay, shall be submitted depending upon the Loss Event.
135. Furthermore, primary and additional invoices on the cost of the trip and a certificate to cover what percentage of the cost of the trip is subject to compensation by the travel organiser or company providing the travel services, the initial and substitution tickets for the trip, hotel invoices and, if necessary, other documents certifying the occurrence of the Insurance Event and the amount of the loss which has been incurred shall be submitted in all cases which involve travel interruption insurance.

Travel Interruption Insurance Exclusions

136. In addition to the exclusions highlighted in the chapter: "Travel interruption exclusions," the section: "General exclusions," (see Articles 189 – 216) shall be applicable.

STATE OF HEALTH

137. The Insurer shall not bear the obligation to pay compensation for any damages if the travel interruption event was caused by an exacerbation or continuation of a disease or the results of an injury, which was sustained before the conclusion of the Insurance Contract.
138. The Insurer shall not bear the obligation to pay compensation for any damages if the travel interruption event was caused by the pregnancy of the Insured party or complications arising from a pregnancy, or by the Insured party giving birth, which points also apply to any fellow traveller, wife, partner, child, grandchild, sister or daughter-in-law of the Insured.
139. The Insurer shall not bear the obligation to pay compensation for any damages if the travel interruption event was caused by an exacerbation of a chronic disease being suffered by the Insured party.

INCORRECTLY PLANNED SCHEDULE

140. The Insurer shall not bear any obligation to pay compensation for damages if the travel interruption event was caused by an incorrectly planned trip schedule, which does not take into account the minimum time necessary for transfers, usual weather conditions, etc. In addition, the Insured party shall have to take into account the extra time required for additional security measures (baggage security checks, checks on the items taken on board the plane, etc).

HYDROFOILS AND SHIPPING TRAFFIC INSIDE ESTONIA

141. The Insurer shall not bear any obligation to pay compensation where the travel interruption event was caused by a deviation in the schedule of the hydrofoils or of shipping traffic in Estonia due to the prevailing weather conditions.

DAMAGES INDEMNIFIED ON OTHER GROUNDS

142. The Insurer shall not be obliged to indemnify damages if compensation for expenses can be received from another person, transport company, travel organiser, etc, who is responsible for the travel in this instance.

NON-INDEMNIFIABLE DAMAGES

143. The Insurer shall not be obliged to pay compensation for the following:
- 143.1. loss of earnings or profit due to the travel interruption event
- 143.2. damages that are caused due to a failure in events or actions related to the planned trip (the contract has not been properly concluded, contacts have not been made, the experiences or events which were expected have not materialised, etc)
- 143.3. damages and expenses if the travel interruption event was not caused by an Insurance Event (eg. the weather turns cold and the Insured party wishes to leave a resort prematurely; a fear of flying, the unstable situation at the point of destination of the trip, etc)
- 143.4. damages and expenses if the travel interruption was caused by a lack of documents or documents which have been shown to be deficient (a passport has expired, there is no visa or vaccination certificate, etc)

Luggage Insurance

INSURANCE OBJECT

144. The Insurance Object in regard to luggage insurance is classed as being the personal belongings (the luggage) which the Insured party had with them while they were on their trip, except for the items mentioned in Article 184 over which the Insurance Cover shall not be extended.

INSURANCE EVENT

145. The Insurance Event in regard to luggage insurance shall consist of the following:

- 145.1. the theft or robbery of the luggage;
- 145.2. the delay of the luggage which is the fault of a transport company;
- 145.3. the loss of or damage to the luggage which is the fault of a transport company.

A transport company is classed as an individual or organisation, which carries the luggage of the Insured party in return for a fee.

ITEMS THAT SHOULD BE UNDER INCREASED SCRUTINY

146. Increased scrutiny is classed as meaning that items of luggage shall be under the continuous and immediate supervision of the Insured party or shall be placed in a guarded luggage room. For the purposes of these Insurance Conditions a guarded luggage room shall include the following:

- 146.1. a safe box of an accommodation company or a safe box in a room of an accommodation company
- 146.2. a storage room that is immediately and continuously under the supervision of a guard, a security guard, or an employee of the storage facility.
- 147. Luggage insurance shall be applicable for the following items only if these items are under the continuous and immediate supervision of the Insured party or are located in a guarded luggage room:
 - 147.1. electronic equipment (including computers, photographic cameras, film cameras, video cameras, mobile phones, and extra equipment which belongs to the aforementioned equipment)
 - 147.2. valuables, watches
 - 147.3. firearms
 - 147.4. music instruments;
 - 147.5. a passport or other identity documents, visas, or documents certifying vaccinations.

148. The items listed in Article 147 shall not be insured if they are located in a car's luggage department, a car that is not under surveillance, or in a car's boot.

149. The Insurance Cover for luggage shall not be applicable for items, which are listed in Article 147 if they are located in the hold, baggage compartment, or luggage wagon on a plane, bus, train or ship.

150. NB: The restriction set forth in the previous article shall be applicable even in cases where, due to prevailing transport rules or security requirements, the items listed in Article 147 are not permitted to be taken into the cabin for any specific means of transport.

BELONGINGS LEFT IN A VEHICLE

151. The belongings mentioned in Article 147 are insured against theft and robbery while they are left in a car only if the Insured party is present in the same car at the same time.

152. Belongings which are left in a vehicle shall be Insured against theft only if all of the following conditions have been met:

- 152.1. the belongings are all located in the vehicle's luggage department and
- 152.2. the theft takes place by means of a burglary within the vehicle during the day between 7.00am and 10.00pm and
- 152.3. all the doors of the vehicle were locked and the vehicle's windows and scuttle were closed and
- 152.4. the available security devices on the vehicle (an alarm, an immobilizer) were switched on.

153. The Policyholder shall have to confirm the time of the theft by means of a police certificate.

154. Any burglary into a vehicle shall be classed as entering the vehicle by means of breaking in, picking the lock, breaking the windscreen, salon windows, scuttle, or any other barriers which the vehicle possesses, and an application has been submitted on such a forced entrance in order to start criminal proceedings.

155. Picking the lock of a vehicle is not classed as opening the vehicle's locks with the original key, remote control or a copy of these, including where the key or remote control have been stolen from the pocket of an item of clothing (included from a pocket that is locked, buttoned or closed in any other way), or from a hand, waist bag or back bag, suitcase, briefcase, etc.

156. Compensation shall not be paid for the loss of belongings, which have been left in a visible location in the salon of the vehicle.

157. Compensation shall not be paid for the loss of belongings which were located in an open box behind a vehicle or a vehicle box which was covered by a canvas, film, fabric, etc (including a tent).

INDEMNIFIABLE LUGGAGE DAMAGE

158. Compensation for damage to luggage, which was caused as a result of an Insurance Event, shall be paid in the form of compensating for the restoration costs of the damaged item or the compensation of the market value of the property. The Insurer shall have the right to decide how such compensation is applied. The Insurer shall not be obliged to organise the restoration of the property.

159. The basis for calculating compensation in money shall be the market price (the normal retail value) of a similar item in Estonia.

160. If the item is not supplied in Estonia, due to which fact the average market price of the item in Estonia cannot be determined, the basis for the calculation of the Insurance Indemnity shall be the acquisition price of the item. The devaluation of the item shall be subtracted from the acquisition price, taking into account the supposition that it would not be less than 10% and not more than 30% of the acquisition price per each calendar year.

161. The maximum Insurance Indemnity (limitation) that shall be paid for one item shall be 50% of the Sum Insured of the luggage insurance.

SPORTS EQUIPMENT

162. The maximum Insurance Indemnity sum which shall be paid for sports equipment (including sports clothing, sports shoes, sticks, skis, snowboards, bicycles, baseball bats, parachutes, etc) shall be 160 EUR/2500 EEK in total for all items which have been damaged, destroyed or lost as a result of the same Insurance Event.

ESSENTIAL ITEMS, IF THE LUGGAGE IS DELAYED

163. On the basis of the luggage insurance, compensation shall be paid for expenses which are incurred in the acquisition of unavoidably essential consumer goods (including the purchase, rent, or lease), if the arrival of the luggage is delayed at the point of destination of the trip in a foreign country due to the fault of the transport company and for more than four hours.
164. The Insurer shall not bear the obligation to pay compensation for any expenses incurred in the acquisition of consumer goods that the Insured party would otherwise have made anyway if the luggage had not been delayed.
165. The Insurer shall not bear the obligation to pay compensation for expenses incurred by the purchase of food and drinks.
166. The Insurer shall not be obliged to pay compensation for the acquisition costs, which are incurred in purchasing the consumer goods if the luggage was delayed upon its arrival in Estonia.
167. The Insurer shall pay compensation for acquisition costs which are incurred in the purchase of consumer goods which have been foreseen by these insurance conditions on the basis of the respective expense receipts to a maximum of 32 euros/500 kroons per day, but not more than 25% of the Sum Insured of the luggage insurance.
168. A compensation payment of up to 32 euros/500 kroons shall not be regarded as being reward for the delay of the luggage. Such compensation shall be paid only on the basis of the documents certifying the occurrence of actual expenses.

THEFT OR ROBBERY OF DOCUMENTS

169. In case of the theft or robbery of the passport, identity card or other identity document, visa or document certifying vaccinations, compensation shall be paid for the following costs for obtaining replacement documents in Estonia or a foreign representation of Estonia:
- 169.1. state fee;
- 169.2. costs for making copies;
- 169.3. costs for document photos.
170. Compensation for the costs mentioned in the previous article shall be paid to the extent of 77 EUR/1200 EEK.
171. Compensation for the costs mentioned in Article 169 shall be paid provided that the passport, identity document or other identity document, visa or document certifying vaccinations is under the continuous and immediate supervision of the Insured party or is in a luggage room which is being guarded (see Article 146).
172. Compensation shall not be paid for damages and costs related to the theft, robbery or loss, destruction or damaging of other documents not mentioned in Article 169 (including tickets).
173. The Insurer shall not be obliged to pay compensation for costs related to transportation, or accommodation services related to the obtaining of replacement documents or costs incurred in searching for the lost documents.

LUGGAGE INSURANCE DEDUCTIBLE

174. The deductible amount for luggage insurance shall be 19 euros/300 kroons per each Insurance Event. If the damage related to luggage insurance is less than 19 euros/300 kroons, the Insurer shall not be obliged to pay compensation for it. If the damage related to luggage insurance is more than 19 euros/300 kroons, the Insurer shall pay full compensation for the damages.
175. Upon determining the damage related to luggage insurance, any damage for which compensation is not paid on the basis of these insurance conditions shall not be taken into account.
- Example 1:** Due to the fault of transportation company, a violin (valued at 500 euros) and hygiene necessities (values at 10 euros) are lost from the luggage of the Insured. The damages of the Insured party are 510 euros. Because the Insurer shall not pay compensation for the damage to the violin (see Article 184.12) and the damages to the hygiene necessities is valued at less than 19 euros, the Insurer shall not bear any obligation to pay compensation for the damages.
- Example 2:** Due to the fault of a transportation company, a cardigan (valued at 50 euros), a fur hat (65 euros) and warm mittens (10 euros) that were in the luggage of the Insured party become unusable. Because the damages amount in total to more than 19 euros, compensation will be paid in full (to a value of 125 euros).
176. The deductible amount in the luggage insurance shall not be applicable for the compensation of the damages determined by Articles 167 (essential items, and whether the luggage is delayed), 162 (sports equipment), and 169 (documents).

ACTION TO BE TAKEN IN THE CASE OF A LUGGAGE INSURANCE EVENT

177. An application shall be submitted to the nearest police station without delay regarding the theft or robbery of luggage. The police certificate on the circumstances of the event will be submitted to the Insurer.
178. If possible, the person responsible for any damage to luggage (the hotel, a transportation company, etc), should be contacted first and presented with an application for the payment of compensation for any such damages. The Insurer shall pay compensation for luggage damages to that extent as the compensation could not be received from the the individuals, or companies who are responsible for the damages sustained by the luggage.
179. In the event that damage to luggage is the fault of a transportation company or an individual with whom the luggage has been stored, a written certificate from the respective company or individual stating the reason for the damage to the luggage shall be submitted to the Insurer.

PAPERWORK REQUIRED IN THE CASE OF A LUGGAGE INSURANCE EVENT

180. When making a luggage insurance claim, a certificate should be obtained from the transportation company listing the damage

to, or loss of, belongings, as well as a police certificate, invoices for essential consumer goods, invoices for the repair of any items, damaged items which cannot be repaired and, if necessary, other documents which help certify the occurrence of the Insurance Event or the amount incurred as a loss must be submitted depending on the Loss Event.

Luggage Insurance Exclusions

181. In addition to the exclusions highlighted in the chapter: “Luggage insurance exclusions,” the section: “General exclusions,” (see Articles 189 - 216) shall be applicable.
182. The Insurer is not be obliged to pay compensation for damages if such damages have been caused by any of the following:
 - 182.1. regular use of the items in question
 - 182.2. the items coming into contact with any liquids which are being carried in the Insured party’s luggage
 - 182.3. leaving the luggage unattended, losing it, or forgetting about it.
183. The Insurer shall not be obliged to pay compensation for any damage, which is caused by the breaking of items made of glass, porcelain, ceramics, or any other fragile materials.

DAMAGE TO ITEMS FOR WHICH COMPENSATION SHALL NOT BE PAID

184. Luggage insurance shall not extend to the following items:
 - 184.1. implements, tools;
 - 184.2. goods, samples of products or goods;
 - 184.3. tickets (covering transportation tickets, concert tickets, etc);
 - 184.4. money, securities, bank cards;
 - 184.5. glasses, sunglasses, contact lenses;
 - 184.6. documents (manuscripts, diagrams, advertising and training materials), except for passports, other identity documents, visas, and documents certifying vaccinations (see Article 169);
 - 184.7. software and databases;
 - 184.8. art and antiquities;
 - 184.9. collections;
 - 184.10. furniture, items transported for the purpose of moving;
 - 184.11. motor vehicles, trailers, caravans, boats, their spare parts, additional equipment, and furnishings;
 - 184.12. food products, drinks;
 - 184.13. animals, plants.

Insurance Of Legal Assistance

185. In the case of civil claims which derive from an unintentional unlawful action which has been committed by the Insured party in a foreign country, compensation shall be paid to the Insured party for all reasonable and necessary expenses which are incurred in securing legal assistance, taking into consideration the circumstances of the case, the difficulty of the legal dispute, the size of the claim, and the usual costs for legal services in the country where the legal services have been used.
186. Compensation shall not be paid for the costs of legal assistance in the following cases:
 - 186.1. any criminal penalty action committed by the Insured;
 - 186.2. any occupational activity by the Insured;
 - 186.3. the sales of goods or the provision of services;
 - 186.4. driving or the using of a vehicle by the Insured party.
187. In addition to the exclusions highlighted in the previous article, the section: “General exclusions,” (see Articles 189 - 216) shall be applicable.

CERTIFICATES IN CASE OF A CLAIM AGAINST INSURANCE FOR LEGAL ASSISTANCE

188. In the case of a claim against insurance for legal assistance, a description of the circumstances which led to any civil claims of liability, claims by third persons, letters, applications, addresses, etc, and which has been compiled on behalf of the Insured party by a person who is providing legal assistance, shall be submitted depending on the Loss Event, including situations in which a list of legal services which have been provided to the Insured party, or where there exist invoices or receipts for the payment of costs which have been incurred for the provision of legal assistance.

General Exclusions

189. The general exclusions shall be applicable for all Insurance Events.
190. Any damage or expenses shall not be subject to the payment of compensation if the event, which led to the damage or expenses being caused or incurred, does not meet the specifications of the characteristics of an Insurance Event.
191. Any damage or expenses shall not be subject to the payment of compensation if it does not meet the specifications of the characteristics set out for Indemnifiable expenses set forth in the insurance conditions.

EPIDEMICS AND NATURAL DISASTERS

192. The Insurer shall not be obliged to pay compensation for damages which are caused by any of the following:
- 192.1. earthquake
 - 192.2. avalanche
 - 192.3. flood
 - 192.4. forest fire
 - 192.5. hurricane
 - 192.6. tornado
 - 192.7. volcanic eruption
 - 192.8. tidal wave (tsunami).
193. The Insurer shall not be obliged to pay compensation for damages, which are caused by an epidemic. An epidemic is an outbreak of an infectious disease, which requires the widespread application of the infection control measures.

TERRORISM

194. The Insurer shall not be obliged to pay compensation for any damages, which are the result of terrorism.
195. The Insurer shall not be obliged to pay compensation for damages which are caused by restrictions or measures which have been applied for the prevention of terrorist acts (including any traffic stoppages or redirections, additional controls, or restrictions on the transport of items, etc).
196. For the purposes of these special conditions, terrorism is classed as any illegal action that is directed towards threatening the life and health of the general public or which causes the death of any person or the destruction of or damage to property or any other damages (including that of blocking information systems and hindering their work), if the action has a political, religious or ideological aim, including attempting to influence the government or generating a level of fear in the general public for political, religious or ideological purposes.

MORAL DAMAGE

197. The Insurer shall not be obliged to pay compensation for moral (non-patrimonial) damages.

EVENTS OCCURRING IN ESTONIA OR IN THE INSURED PARTY'S COUNTRY OF RESIDENCE

198. The Insurer shall not be obliged to pay compensation for damages if the event that is the basis for the occurrence of any damage took place in Estonia or in the Insured party's country of residence. This exclusion shall not apply in cases where a claim can be made against travel interruption insurance as established by the insurance conditions.

NUCLEAR ENERGY AND RADIOACTIVITY

199. The Insurer shall not be obliged to pay compensation for damages if the damage is caused by a nuclear weapon, nuclear energy, or radioactivity.

CIVIL DISORDER, WAR, ARMED CONFLICT

200. The Insurer shall not be obliged to pay compensation for damages if the damage is caused by a war or a situation, which is similar to a military operation, armed conflict, mutiny, uprising, civil war, or civil disorder.
201. The Insurer recommends that all travellers become acquainted with the information concerning the world's danger areas (crisis areas) by visiting the web site of the Ministry of Foreign Affairs of the Republic of Estonia before starting any trip and if possible avoid travelling to danger areas.

STRIKES OR LOCKOUTS

202. The Insurer shall not be obliged to pay compensation if damages are caused or facilitated by a strike or lockout.
203. A strike is classed as an interruption of work that takes place on the initiative of the employees or a union or an association of employees in order to achieve compromises from the employer or a union or an association of employers in legal professional demands. A lockout is classed as an interruption of work on the initiative of an employer or a union or an association of employers in order to achieve compromises from employees or a union or an association of employees in legal professional demands.

EXECUTION OF PUBLIC AUTHORITY

204. The Insurer shall not be obliged to pay compensation for damages, which are caused by the activities of the police, the border guard, customs employees, or any other official who is exercising public authority.
205. The Insurer shall not be obliged to pay compensation for damages, which are caused by the arresting, withholding, confiscation or expropriation of property.

ACTION BY THE POLICYHOLDER AND THE INSURED

206. The Insurer shall not be obliged to pay compensation for damages caused by the suicide of the Insured party or any attempt to commit suicide.
207. The Insurer shall not be obliged to pay compensation for damages, which are caused by the Insured party's participation in bets or the initiation of a fight, by the Insured party.
208. The Insurer shall not be obliged to pay compensation for damages which are caused by the committing of an action which bears the features of an intentionally committed criminal offence (except in the case of self-defence) or the hiding thereof.
209. The Insurer shall not be obliged to pay compensation in circumstances where the Insured party intentionally causes the occurrence of the Insurance Event or by gross negligence causes the occurrence of the Insurance Event.

- 210. The Insurer shall not be obliged to pay compensation for instances in which the Policyholder or the Insured party submits incorrect data to the Insurer during the course of a loss adjustment.
- 211. The Insurer shall not be obliged to pay compensation for instances in which the Insurance Contract was concluded after the appearance of the circumstances which caused the loss event.
- 212. The Insurer shall not be obliged to pay compensation for any event which caused any damages and which could have been foreseen by the Insured party or Policyholder at the conclusion of the Insurance Contract.

EXCLUSIONS RELATED TO DRIVING A VEHICLE

- 213. If the Insured party causes an Insurance Event while driving a vehicle, the Insurer shall not be obliged to pay compensation for damages which are caused or facilitated by the following:
 - 213.1. the state of intoxication of the Insured party. The determination of the state of intoxication of the Insured party is based on the levels of permitted alcohol content which are valid in the country in which the occurrence of the Insurance Event took place;
 - 213.2. driving a vehicle without the right to drive;
 - 213.3. using a vehicle with a defect if the existence of the defect was known to the Insured party.
- 214. If one Insurance Contract includes several Insured party persons, then the exclusion mentioned in the previous article shall be applicable only for the Insured party whose wrongful acts caused the road traffic accident. Expenses and damages, which are incurred by other, Insured parties and which were caused by the travel interruption event shall be subject to the payment of compensation to the extent set forth in these insurance conditions.

STATE OF INTOXICATION

- 215. The Insurer shall not be obliged to pay compensation for damages, which are caused or facilitated by the Insured party when they are in a state of intoxication (caused by alcohol, drugs, toxic intoxication, etc) or where she/he is in a state of post-intoxication.

COMPENSATION OF DAMAGES PAID BY ANOTHER PERSON

- 216. The Insurer shall not be obliged to pay compensation for damages if another person has already made such a payment for the compensation of the same damages.

Obligations Of The Policyholder During A Loss Event

- 217. The Policyholder shall have the obligation to take measures for limiting further damages, avoiding possible additional damages and ensuring the rights of the Insurer.
- 218. The Policyholder shall have the obligation to help the Insurer in the loss adjustment process and will submit a recourse application by presenting any necessary data, documents, and explanations, etc.
- 219. Documents, which have been forwarded to the Insurer, must be in Estonian, Russian, German, French, Spanish or English or must have been translated into one of the aforementioned languages. The diagnosis and other medical documents can be in Latin.
- 220. The Insured party shall be obliged to inform AS If Kindlustus or any If P&C Insurance AS loss adjustment partner, which is located in a foreign country, about the Loss Event without delay in written form by e-mail or via the Internet web site of the Insurer.
- 221. The contact data of any loss adjustment partners of If P&C Insurance AS that are operating in a foreign country (in these insurance conditions referred to as the "loss adjustment partner") shall be noted on the Insurance Policy.
- 222. In addition to the aforementioned obligations, the obligations which are related to the respective insurance cover are set forth in the chapter on the respective insurance cover.

Certificates Necessary For Applying For An Insurance Indemnity

- 223. In the case of a loss event the Policyholder shall be obliged to submit to the Insurer honest and accurate information about the circumstances of the loss event, the loss amount and any possible persons who are responsible for the loss event.
- 224. It must be possible to control the circumstances of the occurrence of the loss event and the loss amount on the basis of the statement of the loss and the documents annexed to it.
- 225. The Policyholder shall be obliged to present to the Insurer any documents, written explanations, oral responses, and written replies to the questions of the Insurer. If the Policyholder has submitted copies, the Insurer shall have the right to demand the original documents.
- 226. On the demand of the Insurer the Policyholder shall be obliged to present certificates regarding the beginning and end of the trip, any time spent at the transit points, and the route of the trip.
- 227. The Insurer shall have the right to obtain information from any third persons who bar any involvement in or relation to the loss event (including sensitive personal data).
- 228. In addition to the aforementioned provisions, the articles regulating the certificates which are related to the respective insurance cover are set forth in the chapter on the respective insurance cover.

Sum Insured

- 229. The Insurer shall not be obliged to pay more Insurance Indemnity than the Sum Insured, which was entered onto the

Insurance Policy.

230. The Sums Insured shall be established separately for medical assistance insurance, travel interruption insurance, luggage insurance, and insurance for legal assistance.
231. If more than one Insured party is entered onto the Insurance Policy, the Sums Insured and the compensation limits entered in the insurance conditions shall be applicable separately for each Insured party.

SUM INSURED IN THE CASE OF A MULTI-TRIP INSURANCE CONTRACT

232. If the Insurance Policy has an entry regarding multi-trip insurance (see Article 33), the Sums Insured are applicable for each trip. The Insurer shall not be obliged to pay compensation for more than the Sum Insured in total for all Insurance Events that took place during the same trip. One trip is classed as travelling from the point of departure in Estonia (see Articles 14 - 16) to the point of destination in Estonia (see Articles 19 - 20).

Example 1: The travel interruption Sum Insured is 1500 EUR. The Insurer shall pay compensation for the travel interruption event to the first trip to the sum of 1000 EUR. The amount of loss incurred by the travel interruption event on the next trip is 1500 EUR. Due to the fact that the Sum Insured is calculated separately for each trip, compensation to the amount of 1500 EUR is paid for the travel interruption event on this trip.

Example 2: The travel interruption Sum Insured is 1000 EUR. At the beginning of the trip, there was a travel interruption event for which compensation to the sum of 750 EUR is paid. Another travel interruption event occurred at the end of the same trip, for which damages total 750 EUR. Due to the fact that the Sum Insured is 1000 EUR, the Insurer shall pay compensation up to a total of 1000 EUR.

SUM INSURED IN CASE OF OTHER INSURANCE CONTRACTS

233. If the Insurance Policy does not include an entry on multi-trip insurance (see Article 33), the Sums Insured shall be applicable as a total for all Insurance Events that occurred during the validity of the Insurance Contract. The Insurer shall not be obliged to pay compensation for more than the Sum Insured.

Example 1: The travel interruption Sum Insured is 1500 EUR. The Insurer shall pay compensation to a total of 1000 EUR for the travel interruption event, which occurred in the first trip. The damages incurred by the travel interruption event, which are suffered in the next trip, are again 1500 EUR. Due to the fact that the Sum Insured is calculated as a total for all damages indemnified on the basis of the Insurance Contract, the Insurer shall subtract the indemnities already paid (1500 minus 1000) from the damages and shall pay compensation to a total of 500 EUR.

Example 2: Damages caused by a travel interruption event at the first transit point totals 500 EUR. Damages caused by a travel interruption event at the next transit point on the same trip reach 2000 EUR. The Sum Insured for travel interruption is 1500 EUR. The Insurer shall pay compensation up to a total of 1500 EUR.

INDEMNITY LIMITS

234. If the Insurer's obligation to pay compensation is limited by the insurance conditions (specifically, the indemnity limits), the Insurer shall have no obligation to pay insurance indemnity more than that, which has been foreseen in the insurance conditions (see sports equipment damages, document damages, dental care, repairing a prosthesis, etc).

235. The damages and expenses for which a special indemnity limit has been established are also covered by the Sum Insured. The separate indemnity limits are included in the respective Sum Insured. The separate indemnity limits are not added to the Sum Insured.

Example: The luggage insurance Sum Insured is 1000 EUR. The indemnity limit for sports equipment is 160 EUR. The luggage is lost and the total luggage loss amounts to 1500 EUR, including a sports equipment loss of 500 EUR. The Insurer shall pay compensation for the sports equipment loss to the extent of 160 EUR and the loss of other luggage to the extent of 840 EUR (reaching a total of 1000 EUR).

Insurance Indemnity

236. The Insurer shall have to carry out their obligations, which arise from the contract if they have completed the actions necessary for establishing the Insurance Event and for determining the Insurer's scope of performance with the contract.
237. If the Insurer fulfils their obligation to provide compensation by making a payment, which involves cash, the Insurer shall not bear the obligation to pay the Insurance Indemnity before the person who is entitled to receive the Insurance Indemnity has provided notification of their bank account details and the name of the owner of the bank account in written form.
238. The Insurer shall have the right to request data and documents in order that they might establishing the identity of the person who is entitled to receive any indemnity and the same information regarding their representative. The Insurer shall not bear the obligation to pay the Indemnity before such data and documents have been provided.
239. If the scope of the Insurer's obligation to carry out the contract depends on the circumstances discovered during the procedure of a civil, criminal or administrative offence, the Insurer shall have the right to make a decision on whether to pay or refuse to pay the Insurance Indemnity after the suspension or conclusion of the procedures or after the entry into force of the decision of the courts or relevant officials.
240. If the Insurer delays the carrying out of their obligations, the Insurer shall be obliged to pay the interest for delay on the demand of the person who is entitled for the Insurance Indemnity for delays pursuant to the rates foreseen in the law.
241. If the Policyholder has breached an obligation arising from the Insurance Contract (including the obligation

to present certificates), the Insurer shall be entitled to refuse to pay the Insurance Indemnity or decrease the Insurance Indemnity if the breach has had an influence on the occurrence of the damage or the amount of damage or the determination of the scope of the Insurer's obligation to carry out the contract.

242. If a breach of the Insurance Contract becomes known to the Insurer after the payment of the Insurance Indemnity, the Insurer shall have the right to partly or fully reclaim any Insurance Indemnity which has been paid in accordance with the decision of whether the Insurer would have refused to pay the Insurance Indemnity or would have decreased the Insurance Indemnity if they had known of such a breach of the Insurance Contract.
243. Upon the payment of compensation for damage to luggage or for medical aids the Insurer shall have the right to demand the transfer to the Insurer of the right of claiming the remains of the property which has been destroyed or the property which has been replaced, and the same stipulation shall apply to delayed or stolen property or property which has been subjected to robbery. Until the transfer of the aforementioned property or the right of claiming the aforementioned property, the Insurer shall have the right to suspend the payment of the Insurance Indemnity or decrease the Insurance Indemnity by the usual value (the market value) of the aforementioned property.
244. If the Insurer has paid compensation for delayed or stolen items or items which has been subjected to robbery, the Policyholder shall be obliged to inform the Insurer of the receipt of the item, or the finding or discovery of the location at which the item was abandoned without delay in writing or in a format which can be reproduced in writing. The Insurer shall have the right to demand the transfer of the item.

Insurance Contract Documents And The Application Of The Conditions

245. The conditions of the Insurance Contract shall be noted on, or referred to in, the Insurance Policy or on other documents that form a part of the Insurance Contract.
246. The signature of the Insurer on the Insurance Policy shall be reproduced mechanically.
247. If any special meaning has been given to a word, the performance and interpretation of the Insurance Contract shall be based on that special meaning as it is highlighted in the Insurance Contract.
248. In case of disputes preference shall be given to the Estonian text in the documents, which form part of the Insurance Contract, unless noted differently in the Insurance Contract.

The Insurer's Obligation To Notify The Policyholder

249. If the name or legal form of the Insurer, the address of the Insurer or the address of the Insurer's structural unit through which the contract was concluded, or the address of any involved competent insurance supervisory body changes during the Insurance Period, the Insurer shall notify the Policyholder through the Insurer's web site or by means of mass communication.

Sending Notices

250. If the Policyholder's obligation to provide notification has been prescribed by the Insurance Contract or the law, a respective notice must be forwarded in written form to the address of the structural unit of the Insurer as entered on the Insurance Policy or to the Insurer's address as it is entered into the commercial register.

Termination Of The Contract

251. After the occurrence of the Insurance Event each of the parties to the Insurance Contract can terminate the contract within 31 days of the payment of the Insurance Indemnity or of the decision to refuse to pay the Insurance Indemnity by giving the other party to the contract a 31-day advance notice in writing.
252. The Insurer or policyholder shall have the right to unilaterally terminate the Insurance Contract in cases set forth in the law or in the previous article.

Table Of Indemnity Limits

The table of indemnity limits sets forth a short summary of the indemnity limits established by the insurance conditions with references to the articles by which the limit is established.

NB! The indemnity limits are included in the respective Sum Insured. The indemnity limits are not added to the Sum Insured (see also Article 235).

OBJECT OR INDEMNITY	INDEMNITY LIMIT	REFERENCE TO THE RESPECTIVE ARTICLE OF THE INSURANCE CONDITIONS
MEDICAL ASSISTANCE INSURANCE		
Expenses on in-patient and out-patient treatment	Sixty days from the Insurance Event	60
Dental care expenses (Insurance Period of up to three months)	128 euros/2000 kroons	64
Dental care expenses (Insurance Period exceeding three months)	192 euros/3000 kroons	65
Expenses related to complications in pregnancy	Up to the twelfth week of pregnancy	66
Costs on prostheses, hearing aids or glasses	77 euros/1200 kroons	69
Telephone costs for If or an If loss adjustment partner	64 euros/1000 kroons	82
TRAVEL INTERRUPTION INSURANCE		
Expenses for accommodation in the case of an Insurance Event without agreement with the Insurer	3 days	130
LUGGAGE INSURANCE		
Maximum indemnity paid per one item	Up to 50% of the luggage insurance Sum Insured	161
Sports equipment	160 euros/2500 kroons	162
Expenses for unavoidably necessary consumer goods if the trip is delayed more than four hours	32 euros/500 kroons a day / 25% of the luggage insurance Sum Insured	167
Expenses for replacement documents	77 euros/1200 kroons	169, 170
Luggage insurance deductible	19 euros/300 kroons	174

Table Of Special Agreements

The table of special agreements sets forth a summary of the cases in which the insurance cover can be extended or specified by an agreement between the Insurer and Policyholder. A note on the agreement is made on the Insurance Policy.

SPECIAL AGREEMENTS	REFERENCE TO THE RESPECTIVE ARTICLE OF THE INSURANCE CONDITIONS
A trip which starts from outside Estonia	2
Motorbike trip	3
Insurance period is shorter than the duration of the trip	23
Involvement in extremely dangerous sports	40, 48, 49
Physical paid employment	50–54



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