

General conditions of travel insurance for foreign citizens on the territory of Estonia



TRE 20031

IF P&C INSURANCE AS. COMMERCIAL REG. 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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Terms

1. The Insurer shall be If P&C Insurance AS.
2. The Policyholder shall be the person who has concluded an insurance contract with the Insurer.
3. The Insured Person (hereinafter also "the Insured") shall be the person whose health has been insured according to the conditions of the Insurance Contract. The Insured shall have the right to receive Insurance Indemnity if not stated otherwise in the law or the Insurance Contract. Under these insurance conditions the Insured shall be the citizen of foreign state who is in Estonia on a tourist, private or business trip.
4. The Insurance Cover shall be the obligation specified by the conditions of the Insurer's Insurance Contract to pay Insurance Indemnity in the case of the Insurance Event or to carry out other tasks prescribed in the Insurance Contract.
5. The Insurance Event shall be the event determined in the Insurance Contract, which is unexpected and unanticipated for the Policyholder and persons for whom the Policyholder is responsible. In the case of the Insurance Event the Insurer shall have the obligation to carry out the contract.
6. The Sum Insured shall be the maximal monetary value of the Insurance Indemnity per Insurance Event (except in the case of article 25.4). The Sum Insured shall be determined separately for medical treatment insurance, travel interruption insurance, luggage insurance and legal assistance insurance.
7. Deductible shall be the sum of money determined by the Insurance Contract by which the Insurance obligation to carry out the contract shall be decreased. The deductible under these insurance conditions shall be 12 euros/200 kroons, expenses lower than 12 euros/200 kroons shall not be indemnified.
8. Insurance Period shall be the term of validity of the Insurance Cover if not stated differently in the Insurance Contract.

Documents of the insurance contract and application of the conditions

9. The conditions of the Insurance Contract shall be stated or referred to in the Insurance Policy or other documents, which are a part of the Insurance Contract. The previous expressions of will, actions or agreements

of the Insurer and the Policyholders shall not be considered as part of the Insurance Contract if not prescribed differently in the Insurance Policy or other documents of the Insurance Contract.

10. The signature of the Insurer on the Insurance Policy is mechanically reproduced.
11. If a word in the Insurance Contract has been given a special meaning, then on the carrying out and interpretation of the Insurance Contract it shall be based on this special meaning brought in the Insurance Contract.
12. In the case of disputes the Estonian language text of the Insurance Contract documents shall be definitive, if not stated differently.

Payment of the insurance premium

13. The Policyholder is obliged to pay an Insurance Premium in the amount prescribed in the Insurance Contract and ensure that the Insurance Premium is accrued to the Insurer by the date prescribed in the Insurance Contract.

Persons whom the policyholder shall be responsible for

14. The Policyholder shall be responsible for the behaviour of the following persons: the Insured, those family members living with the Insured, the legal possessor of the property of the Insured, also the person to whom the legal possessor has voluntarily surrendered the property.
15. The Policyholder shall explain to the above-mentioned persons the requirements arising from the Insurance Contract.
16. If the above-mentioned persons have not carried out the requirements of the Insurance Contract then it shall be considered that the Policyholder has breached the contract.

Insuring the risks of a third party

17. If the insured person is not the policyholder, the insured person stated by the name in the insurance contract will be entitled to require that the insurance contract be followed and to use the rights regarding him as stated in the insurance contract without the policyholder's agreement. If the policyholder is not the insured person, the policyholder has no right to require that the contract be followed or to use the rights resulting from the insurance contract.

Validity of the insurance

18. The insurance shall be valid only for the events, which occur during the travel to Estonia.
19. In the case of multitravel insurance the Insurance Cover shall be valid on each trip during a certain number of first days. For example the "365/90" marked on the Insurance Policy shall mean that the Insurance Period is one year and the Insurance Cover shall be valid during each trip for not more than the first 90 days.
20. The validity of the Insurance during sports shall depend on the purpose of sports (non-competitive sports, competitive sports) and the risk level of the sports.
 - 20.1. Non-competitive sports shall be physical activity the purpose of which is preservation and improvement of health.
 - 20.2. Competitive sports shall be sporting activity, which is focused on achieving success in public sports competition. Public sports competition shall be participation in league, championship and international competitions, etc and preparation for such competitions.
 - 20.3. The Risk levels of the sport shall be:
 - 20.3.1. sports with low level of risk: rowing, archery, golf, paddling, badminton, skiing, swimming, fencing, bow sports, competitive dancing (marked as "L – light risk" on the Insurance Policy);
 - 20.3.2. sports with medium level of risk: cycling, track-and-field, basketball, bodybuilding, biathlon, shooting, orienteering, sailing, roller-skating, indoor bandy, squash, tennis, skating, gymnastics (marked as "M – medium risk" on the Insurance Policy);
 - 20.3.3. sports with high level of risk: scuba diving (see also article 20.4), football, judo, ice hockey, ice-boat sailing, karate, cart driving, sledging, handball, wrestling, pentathlon, baseball, boxing, surfing, rugby, horse racing, ski jumping, weightlifting, horseback riding, triathlon (marked as "H – high risk").
 - 20.4. Insurance Cover shall be valid for scuba diving as a non-competitive sport, only if exercised under the supervision of an instructor with a respective license.
 - 20.5. The Insurance Cover shall be valid for sport without special agreement:
 - 20.5.1. for sports involving low and medium risk, if exercised as non-competitive;
 - 20.5.2. for winter sports as non-competitive sports on those marked tracks in winter sports centres;
 - 20.5.3. for children up to 16 years of age exercising sports involving low and medium risk both as non-competitive and as competitive sports.
 - 20.6. The Insurance Cover shall be valid for sport only if a corresponding mark on the level of risk of the sports has been made on the Insurance Policy:
 - 20.6.1. for the Insured over 16 years of age exercising competitive sports;
 - 20.6.2. for all the Insured exercising sports with high level of risk as both non-competitive and competitive sports.

- 20.7. For the Accidents that occur during exercising sports involving high risk that have not been set out above (article 20.3) (e.g. mountaineering, auto- and motor sport, expeditions, aviation, extreme and competitive sports) the Insurance Cover shall be valid only provided that the parties to the Insurance Contract have separately agreed on insurance of the risks deriving from exercising the respective sports.
- 21. For physical paid labour the Insurance Cover shall be valid only provided that a respective mark has been made on the policy (marked as “W- physical labour” on the Insurance Policy).
- 21.1. Physical paid labour shall be working for remuneration at jobs that require physical effort, such as construction, metal erection, forestry, agricultural, industrial and processing industry worker, as well as orderly or servant at a hotel.
- 21.2. The Insurance Cover shall not be valid for working on high risk jobs such as miner, fisherman, policeman, serviceman, security guard, member of a ship or aircraft crew.

Medical treatment insurance

- 22. The Insurance Event of the medical treatment insurance shall be the unexpected illness of the Insured or an accident.
- 22.1. Illness is the unexpected worsening of the state of health of the Insured, which begins during the trip or the first symptoms of which appear during the trip and for the treatment of which the Insured needs medical attention.
- 22.2. Accident shall be an unexpected, sudden event, which is contingent to externality and autonomous of the Insured’s will, which involves bodily injury of the Insured.
- 22.2.1. The accident shall also be the unexpectedly emerged bodily injury of the Insured, which happened autonomously from the Insured’s will, which was caused by the movement or effort of the Insured and which appears maximally during one day and due to which the Insured has turned to a doctor during seven days since the occurred injury.
- 22.2.2. In addition, an accident shall include heatstroke, sunstroke, gas poisoning, drowning, freezing and poisoning caused by erroneously used substances.
- 23. The following unavoidable expenses shall be compensated on the basis of medical treatment insurance:
 - 23.1. expenses on outpatient treatment;
 - 23.2. expenses on in-patient treatment for up to 60 treatment days;
 - 23.3. expenses on the medicaments bought on the basis of prescription of a doctor;
 - 23.4. expenses on the first aid of dental care as a result of an accident or liquidation of acute tooth ache, up to 32 euros/500 kroons per Insurance Period;
 - 23.5. expenses on purchase of crutches, use of wheel chair etc.;
 - 23.6. unavoidable local costs of transportation arising from the Event and expenses on the repatriation (returning to the state of permanent residence) of the Insured up to 6392 euros/100 000 kroons;
 - 23.7. in the case of death the expenses on the repatriation of the Insured, the expenses on the cremation or burial of the Insured in Estonia, up to 6392 euros/100 000 kroons;
 - 23.8. in the case of repatriation of the Insured, the additional expenses of the family member or fellow traveller accompanying the Insured on the repatriation of their country of permanent residence in case of their inability to use the means of transportation initially specified for it.
- 24. The medical treatment damages shall not be compensated in the following cases:
 - 24.1. expenses on the medical treatment have been made in Estonia or in the country where the Insured resides permanently;
 - 24.2. medical services that are compensated on the basis of the legislation in force, international agreements or any other legal acts, obligatory insurance or compulsory insurance;
 - 24.3. the expenses do not arise from the Insurance Event, exceed the limit of essential treatment or are not essential;
 - 24.4. expenses on planned medical treatment;
 - 24.5. expenses on the diagnostics and treatment of chronic diseases (excluding first aid in case of life-threatening exacerbation of chronic disease);
 - 24.6. expenses on medical treatment of diseases or exacerbation of results of the injuries or the continuation of treatment occurred before the beginning of the trip;
 - 24.7. expenses on diagnostics and medical treatment of psychic diseases (including depressive state);
 - 24.8. expenses on diagnostics and medical treatment of venereal diseases, HIV and AIDS;
 - 24.9. expenses on application of non-scientific and non-medical treatment methods;
 - 24.10. expenses incurred for acquisition of medical aids (e.g. prostheses);
 - 24.11. expenses on medicaments bought without prescription of a physician;
 - 24.13. expenses on rehabilitation treatment (physiotherapy, water treatment), therapeutic cosmetics;
 - 24.14. expenses on vaccinations;
 - 24.15. expenses on planned dental treatment (except cases mentioned in article 23.4).

The obligations of the policyholder in the case of loss

- 25. The Policyholder shall have the obligation to take measures for limiting further damages, avoiding possible additional damages and ensuring the rights of the Insurer.
- 26. At the occurrence of the need for medical treatment the Insured shall be obliged to turn to a licensed doctor or medical institution.

27. The Insured shall be obliged to inform If P&C Insurance AS of the loss event on the first opportunity in written form through E-mail or the Internet web page of the Insurer.
28. In case the Insured has paid for the treatment or for purchase of medicaments etc expenses himself, the originals of documents must be presented to If P&C Insurance AS.
29. For the purpose of organising hospitalisation or repatriation If P&C Insurance AS or SOS-International should be contacted through the telephone number indicated on the Insurance Policy.
30. SOS-International is If P&C Insurance AS's partner of insurance aid and is authorised to service the Insured people in the cases of medical treatment Events Insured.
31. The expenses on hospitalisation and repatriation shall be compensated only on previous co-ordination with SOS-International.
32. The repatriation of the Insured to the residence in Estonia shall be organised by SOS-International. The doctors accepted by SOS-International shall decide upon the need for repatriation and the means of carrying it out. If the doctors consider the repatriation necessary and the Insured refuses it, the Insurer shall have no obligation to compensate any further expenses. If the doctors accepted by SOS-International do not consider the repatriation or premature return reasonable (including in the case the Insured has not turned to a suitable doctor) the Insurer shall have no obligation to compensate.
33. In the case of the death of the Insured SOS-International shall organise the burial or cremation of the deceased in Estonia or his repatriation to the country of permanent residence.
34. The representatives of If P&C Insurance AS or SOS-International must be allowed access to the information concerning the loss event, including the medical information.

Documentation necessary for the application for insurance indemnity

35. In the loss event the Policyholder shall have the obligation to give the Insurer correct and complete information on the circumstances of the loss event, amount of loss and possible liable persons. It must be controllably possible to determine the circumstances of the occurrence of the loss event and the amount of loss on the basis of the application of damages and the documents attached to it.
36. The Policyholder shall be obliged to present the Insurer documents, written explanations, respond orally and in written form to the questions of the Insurer. If the Policyholder has presented copies, the Insurer shall have the right to demand original documents.
37. In the case of loss the medical certificates, bills for treatment and medicaments, transport bills, if needed, certificate on the time spent abroad and other documents, which prove the occurrence of loss, circumstances of the loss event and the size of loss must be presented, depending on the loss event.
38. The Insurer shall have the right to acquire information from third persons that are related to the loss event.

Insurance indemnity

39. The Insurer shall have to carry out the obligation deriving from the contract, if he has completed the actions necessary for establishing the Insurance Event and determining the scope of carrying out the contract by the Insurer.
40. If the Insurer carries out the compensation by paying money, the Insurer shall not have the obligation to pay the Insurance Indemnity before the person entitled to receive the Insurance Indemnity has notified the number of the bank account and the name of the owner of the bank account to be used in a written form.
41. If the scope of the Insurer's obligation to carry out the contract depends on circumstances discovered during the procedure of a civil, criminal or administrative offence (wrongful act) case, the Insurer shall have the right to make the decision of paying the Insurance Indemnity or refusal of it after the suspension or conclusion of the procedure or after the entry into force of the decision of the court or relevant official.
42. If the Insurer delays with the carrying out of his obligations, the Insurer shall be obliged to pay on the demand of the person entitled for the Insurance Indemnity a 0,1% fine for delay from the amount to be paid per each delayed day, however not more than 10% of the amount to be paid.
43. If the Policyholder has breached an obligation deriving from the Insurance Contract (including the obligation to present certificates), the Insurer shall have the right to refuse to pay Insurance Indemnity or decrease the Insurance Indemnity if the breach had an influence on the occurrence of damage or the amount of damage or determination of the scope of the Insurer's obligation to carry out the contract.
44. If the breach of the Insurance Contract becomes known to the Insurer after paying out the Insurance Indemnity, the Insurer shall have the right to partly or fully reclaim the paid Insurance Indemnity, according to the fact if the Insurer would have refused to pay the Insurance Indemnity or decreased the Insurance Indemnity if he had known of the breach of the Insurance Contract.
45. If the recompensable expenses and damage are larger than the Sum Insured, the Insurance Indemnity shall be deemed equal to the Sum Insured from which the Deductible has been subtracted.
46. If the recompensable expenses and damage are smaller than the Sum Insured the Insurance Indemnity shall be deemed equal to the amount of loss from which the Deductible has been subtracted.
47. If the Sum Insured has been set for the Insurance Period (see article 23.4 for insurance of the expenses on dental treatment) and the sum of the recompensable expenses is larger than the difference of Sum Insured and the Insurance Indemnities paid out for the Events Insured, which have occurred during the Insurance Period, the Insurance Indemnity shall be deemed equal to the difference of the Sum Insured and the Insurance Indemnities

paid out for the Events Insured, which have occurred during the Insurance Period.

General exclusions

48. The Insurer shall have the right to refuse to pay the Insurance Indemnity:
- 48.1. if the loss event was caused by nuclear weapon, war or situation similar to military operation, nuclear energy or radioactivity;
- 48.2. if the loss event was caused by epidemic, pollution of the environment or natural disaster (for example earthquake, flood etc);
- 48.3. if the loss event was caused by uprising, civil war, public unrest, strike, walkout, terrorism, diversion;
- 48.5. if the loss event is caused by suicide, an attempt to commit suicide, participation in bets, participation in fights, commitment or hiding of action, which has characters of deliberate crime by the Policyholder or a person for whom he is responsible, except in cases of self-defence;
- 48.6. if the loss event was caused by alcoholism or intoxicated state of the Policyholder or a person for whom he is responsible
- 48.7. if the loss event was caused by driving a vehicle in an intoxicated state, the allowed limit for alcohol content provided by legal acts of Estonia shall be taken as the basis thereof;
- 48.8. the Policyholder or a person for whom he is responsible causes the occurrence of the Insurance Event intentionally or as a result of serious negligence;
- 48.9. the Policyholder or a person for whom he is responsible presents the Insurer untruthful data during the loss adjustment;
- 48.10. the Insurance Contract has been concluded after the occurrence of the circumstance causing the loss event;
- 48.11. the loss has been compensated by another person;
- 48.12. the loss event has been directly or indirectly caused by the lack of readiness of data processing systems (including software, hardware, microcircuits, also mechanisms related to the computer or similar), despite the fact that the damage was caused before the year 2000, in the year 2000 or after that.
49. The Insurer shall not be responsible for the delays and hindrances, which have occurred on the carrying out of his duties, which have been caused by strikes, explosions, political turmoil, restriction of free movement, diversions, acts of terrorism, war, civil war or consequences of radioactive pollution.

The right for recourse of the insurer

50. The claim against third persons for compensation of damages, which belongs to the Policyholder or the Insured, shall be transferred to the Insurer in the amount of the damages compensated by him.
51. If the Policyholder or the Insured waives his claim against a third person or the right, which ensures this claim, the Insurer shall be disengaged from his obligation to carry out the contract in so far as he could have claimed Insurance Indemnity on the basis of this claim or right.
52. The Policyholder shall be obliged to help the Insurer in the submitting the claim of recourse by giving the data, documents, explanations necessary for carrying out the claim of right.

The insurer's obligation to notify the policyholder

53. If the name or legal form of the Insurer, the address of the Insurer or the address of the Insurer's structural unit through the mediation of which the contract was concluded, or the address of competent insurance control changes during the Insurance Period, the Insurer shall notify the Policyholder through the web page of the Insurer of means of mass communication.

Sending notices

54. If the Policyholder's obligation to notify 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 marked on the Insurance Policy or to the Insurer's address entered into the commercial register.
55. The Insurer's notices, Insurance Policies and other documents related to the Insurance Contract shall be forwarded to the Policyholder's or the Insured's address stated in the Insurance Contract.

Termination of contract

56. After the occurrence of the Insurance Event each of the parties to the Insurance Contract can terminate the contract within 31 days from the payment of the Insurance Indemnity or the decision to refuse to pay the Insurance Indemnity by giving notice to the other party to the contract in written form 31 days earlier.
57. The Policyholder shall have the right to terminate a 6-month or a yearly Insurance Contract (except the multitrip contract), on the assumption that less than 51% of the Insurance Period has passed and it has passed without the

occurrence of the Events Insured. To terminate the Insurance Contract the Policyholder shall have to present the Insurer with a written application.



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