

# TERMS AND CONDITIONS OF TRAVEL INSURANCE

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The terms and conditions of travel insurance shall apply to travel insurance contracts concluded in ERGO Insurance SE. In any matters not regulated by these terms and conditions, the parties to an insurance contract shall be guided by the general terms and conditions of ERGO Insurance SE insurance contracts, the Law of Obligations Act and other legislation. Travel insurance covers unexpected health expenditures, costs caused by cancellation or interruption of travel, damage to luggage carried along during the trip and/or damage caused to a third party with an unlawful act.

## 1. Definitions

- **The Insurer** is ERGO Insurance SE.
- **Policyholder** shall mean a person who has concluded an insurance contract with the insurer. The policyholder may be a person who has an insurable interest (e.g. the insured person, a person connected with the insured person or an employer).
- **Insured person** (hereinafter: the insured) shall mean a person who is or is not specified by name in an insurance contract, whose permanent residence is in Estonia and the insurance risk related to whom is insured.
- **Insurance assistance centre** shall mean the insurer's cooperation partner Euro-Center Prague, s.r.o. (phone +420 221 860 616, e-mail help@euro-center.com) that organises the handling of an insured event outside Estonia.
- **Travel (trip)** shall mean temporary stay of the insured outside Estonia. The starting point of travel is in Estonia. The travel destination is a place outside Estonia, the arrival at which is the purpose of the trip. The point of transfer is a place outside Estonia, through which the insured travels to the next transfer point or to Estonia.
- **Insurance contract** shall be valid during the insurance period, under the insurance conditions and in the insurance region specified in the insurance contract. Insurance contract must be concluded before start of the trip. The insurance cover against cancellation or interruption of travel shall apply only to damages related to the trip undertaken during the insurance period.
- **Territorial coverage** shall mean the territory specified in the insurance contract, where the insurance cover applies. Travel insurance shall not apply in Estonia, except for an insured event related to cancellation or interruption of travel.
- **Insured event** shall mean an unexpected and unforeseeable event specified in these conditions, upon which an obligation will arise for the insurer to perform the insurance contract. If the exact time of an insured event cannot be specified, it shall be deemed to have occurred at a time when the policyholder or the insured should have become aware of the insured event.
- **Insurance period** shall mean the time period specified on the policy, during which the insurance cover applies. The insurance period may not be shorter than the duration of the trip, unless otherwise agreed. If the insured has already left Estonia before conclusion of the insurance contract, the policyholder shall inform the insurer hereof upon conclusion of the insurance contract. The insurance cover against cancellation of travel shall enter into force within 72 hours after the issuing of the policy. Insurance cover against cancellation of travel shall enter into force immediately only, if the travel insurance policy is issued within 48 hours after purchase or first payment of travel services (incl. travel tickets).
- The amount of **insurance indemnity** per insured event shall be limited to the amount of damage arisen as a result of the insured event and to the sum insured.
- **The sum insured** is the maximum amount of indemnity per any insured person and per any insured event. The sums insured of health insurance, cancellation and interruption of travel, luggage insurance and liability insurance shall be agreed upon separately and shall be specified on the policy. In case of the liability insurance, the sum insured agreed upon in the insurance contract shall be the maximum amount of indemnity for all insured events occurred during the insurance period.
- **Deductible** shall mean the amount of money specified in the insurance contract or a proportion of damage by which the performance obligation of the insurer shall be reduced. Deductible shall be calculated for each insured and each insured event.
- **Multi-trip** travel insurance cover shall apply for the number of days specified on the policy starting from the beginning of the travel. The number of trips per year is not limited. A valid multi-trip travel insurance contract cannot be terminated pre-term.

## 2. Health insurance

- 2.1. Damage arising as a result of the insured falling ill, aggravation of a chronic illness or an accident that happened to the insured shall be compensated. The aforementioned situations shall be understood as follows:
  - 2.1.1. **falling ill** – an unexpected and unforeseeable disorder of the organism, the first characteristics of which have appeared at the time of the trip during the insurance period, for which the insured was not medically diagnosed before the beginning of the trip and which has required emergency medical assistance or has caused the death of the insured;
  - 2.1.2. **aggravation of a chronic illness** – an illness that has lasted for over six weeks and has become acute and required emergency medical assistance or caused the death of the insured;
  - 2.1.3. **accident** – an unexpected and unforeseeable event which has taken place against the free will of the insured and as a result of which an external and/or violent force has caused damage to the health of the insured requiring emergency medical assistance or has caused the death of the insured.
- 2.2. The following costs shall be compensated on the basis of health insurance:
  - 2.2.1. costs of examination and treatment provided and/or prescribed by a physician, including costs of medications;
  - 2.2.2. essential transportation costs of the insured to the medical institution;
  - 2.2.3. costs of transportation of the insured to Estonia – by prescription of a physician and with the prior approval of the insurer;
  - 2.2.4. essential and justified travel (round trip) and accommodation expenses of one person accompanying the insured – with the prior approval of the insurer;
  - 2.2.5. expenses of first aid dental treatment with a maximum limit of indemnity of 200 euros per insured event;
  - 2.2.6. in case of the death of the insured, the expenses for burial or cremation of the deceased and/or for transportation of the remains to Estonia.
- 2.3. The following costs shall not be compensated on the basis of health insurance:
  - 2.3.1. the cost of medical assistance provided in case of chronic illnesses and illnesses that appeared and/or were previously diagnosed before entry into force of the insurance contract, except for treatment cost in case of acute illness that pose a threat to the life of the insured, however in which case travelling was medically not contraindicated;
  - 2.3.2. expenses of medical assistance related to pregnancy and delivery (except for complications related to pregnancy, which have appeared for the first time during the trip, after entry into force of the insurance contract);
  - 2.3.3. costs of treatment of venereal diseases, diagnostics and treatment of HIV and/or illnesses caused by it;
  - 2.3.4. costs of planned treatment of illnesses and injuries;
  - 2.3.5. costs of dental treatment (except for emergency aid in

- 2.3.6. case of acute toothache or accident);
- 2.3.7. costs of plastic and cosmetic surgeries;
- 2.3.8. costs for buying and repairing medical aids (glasses, hearing aids, prostheses, etc.);
- 2.3.9. costs of diagnostics and treatment of psychological illnesses and conditions (incl. stress, depression, anxiety disorder);
- 2.3.10. any medical assistance costs that are not related to any unexpected illness or accident;
- 2.3.11. costs for services and treatment that are not provided by a hospital, physician or a nurse;
- 2.3.12. treatment cost in Estonia or in another country, of which the insured is a resident;
- 2.3.13. costs that are compensated through the health insurance system;
- 2.4. search costs for a lost or missing insured person.
- 2.4. Validity of health insurance in case of dangerous hobbies, sports and job (except for the activities specified in clause 2.5).
  - 2.4.1. **Active holiday.** If the insured is engaged abroad in mountain hiking at an altitude of up to 5000 m (except alpinism and other types of mountain climbing requiring special equipment or hiking higher than 5000 m), hobby diving (up to the depth permitted with the license, however not deeper than 40 m), alpine skiing or snowboarding on marked trails of a winter sports centre; if the insured participates in an ATV-safari, in a ride or bike tour or in a walk or on an expedition to a pole, desert, jungle, wild or uninhabited area; is engaged in sailing (except for ocean sailing), surfing (incl. wave or kite surfing), water skiing or in other hobbies containing similar risks, the insurance cover shall apply only, if it has been agreed upon with the insurer and the policy specifies "active holiday".
  - 2.4.2. **Competitive sport.** If the insured is engaged in a foreign country in a competitive sport or participates in a training camp, the insurance cover shall apply only, if it has been agreed upon with the insurer and the policy specifies "competitive sport". Competitive sport is sport, the purpose of which is achieving success in a public sporting competition. Public sporting competition means participation in international, series, cup or league competitions and preparations for these competitions.
  - 2.4.3. **Physical labour.** If the insured is employed in a foreign country as a builder, car or bus driver, a worker in the forest management, agriculture or processing industry, a domestic worker, nanny, hotel attendant or is engaged in another job requiring physical effort, the insurance cover shall be valid only, if it has been agreed upon with the insurer and the policy specifies "physical labour".
- 2.5. Damage, which was caused to the insured in relation to insured events occurring in the following activities shall not be compensated for: aerial sport (incl. gliding, flying with an airframe, glider, hot air-filled balloon, etc.), bungee and parachute jumps, boxing (incl. kickboxing, Thai boxing, etc.), alpinism and other forms of mountain climbing (except for mountain hiking up to an altitude of 5000 m), auto and motor sport (including water motor sport), speed and downhill skiing, alpine skiing on slopes without trails or outside ski trails, rafting, diving deeper than 40 m, ocean sailing (if a port cannot be reached within three consecutive days), extreme sport (e.g. bike or snowboard tricks), working in a mine, on oil or gas rigs, working as a diver, member of a boat or plane crew, emergency, security or medical worker or holding other similar jobs, staying in a crisis area as an observer, participating in military action (incl. military missions, active service, etc.).

### 3. Cancellation of interruption of travel

- 3.1. Cancellation of travel shall mean non-occurrence of a reserved or paid trip for reasons specified in clause 3.5.
- 3.2. Upon cancellation of travel, the cost of tickets included in the travel package, which have been paid for but not used, shall be compensated.
- 3.3. Interruption of travel is a situation where the insured arrives late at the starting point of the trip or deviates from the initial travel schedule, *inter alia*, does not arrive as planned at the destination point of the trip or back to Estonia for reasons specified in clause 3.5.
- 3.4. Upon interruption of travel, the following costs shall be compensated for:
  - 3.4.1. reasonable and justified accommodation and transport costs that were incurred to continue the trip or return to Estonia;
  - 3.4.2. cost of services included in the initial travel package, which have been paid for but not used (except for initial costs for the return to Estonia).
- 3.5. A reason for cancellation or interruption of travel shall be an unexpected or unforeseeable event as a result of which the insured cannot go on a planned trip or is forced to interrupt the trip. Damages incurred for the following reasons shall be compensated for:
  - 3.5.1. **an event happened to the insured, a person connected with the insured or their travelling companion** – unexpected illness, accident or death of the insured, a person connected with the insured (e.g. a family member) or a travelling companion (if the travel package has been reserved and bought for two). If the illness or accident happens to a family member of the insured, who had not planned to travel along with the insured, it is assumed that the unsound family member needs the assistance of the insured and accordingly the insured cannot go on the trip. For families travelling together, the costs of cancellation or interruption will be compensated for only to the family, whose family member incurred an insured event related to cancellation or interruption of travel;
  - 3.5.2. **delay or non-departure of the vehicle** – delay or non-departure of the vehicle due to a technical failure, traffic accident or bad weather;
  - 3.5.3. **damage to the insured and their property** – the insured becomes a victim of a crime, damage is caused to the domestic assets of the insured. It is possible to choose supplementary insurance cover against the damages occurred for the following reasons;
  - 3.5.4. **natural disaster** – route traffic changes e.g. due to an earthquake, landslide, volcanic eruption, hurricane, tsunami, flood, etc., or the transportation foreseen in the travel package is not operating;
  - 3.5.5. **change of flight plan** – the air carrier changes the scheduled flight plan after the tickets have been paid for (except in cases, where the change of flight plan is caused by interruption of work or insolvency), overbooking of a plane, plane congestion at the airport;
  - 3.5.6. **other unexpected circumstances** – the event (e.g. a concert, conference, etc.), being the purpose of the trip, is cancelled; there are setbacks at the destination of trip (e.g. illness of the host) or there are other unexpected and unforeseeable events (except for as set out in clause 3.8 and 6).
- 3.6. If it is not possible to associate the damage and costs arising from cancellation or interruption of travel with a specific insured person, the shares of all insured persons shall be deemed to be equal in terms of common costs.
- 3.7. If the return to Estonia is delayed due to interruption of travel, the insurance period shall be extended by 48 hours.
- 3.8. On the basis of trip cancellation or interruption insurance, the following damage shall not be compensated for:
  - 3.8.1. damage, the reason for which has appeared before entry into force of the insurance contract;
  - 3.8.2. damage that was created because the client has quit or cancelled the trip for financial considerations or due to professional duties (e.g. the employer withheld the holidays or has cancelled the holiday);
  - 3.8.3. losses caused by worsening of an illness or consequences of an injury or continued treatment of the illness which appeared before entry into force of the insurance cover against cancellation of travel;
  - 3.8.4. such proportion of damage that shall be compensated for by a travel agent and/or transport company or which is subject to compensation on the basis of other contracts and/or other persons pursuant to the procedure provided by law;
  - 3.8.5. damage that was incurred because not enough time

- 3.8.6. was taken to arrive at the starting point or transfer point of the trip – traffic conditions, bad weather, time necessary for security check, minimum time necessary for the transfer, etc., were not taken into account;
- 3.8.7. cost of food and drinks;
- 3.8.7. costs for the repair of a vehicle and for storing its remains, as well as costs on transportation (incl. back to Estonia);
- 3.8.8. losses caused by incomplete travel documentation or the fact that these were poorly drawn up;
- 3.8.9. requirements arising from insolvency or bankruptcy of a travel company or transport company.

#### 4. Luggage insurance

- 4.1. Luggage shall be understood only as the belongings and clothes for the personal use of the insured that the insured has taken along on a trip, except for the items, specified in clause 4.4, to which the luggage insurance shall not be extended.
- 4.2. The following is deemed to be an insured event and the damages shall be compensated for if incurred for the following reasons:
  - 4.2.1. **theft or loss** – loss incurred due to theft or robbery of luggage or loss of luggage which was left under the supervision of a transport or accommodation company;
  - 4.2.2. **damage** – the luggage is damaged while being left under the supervision of a transport or accommodation company. It is possible to choose supplementary insurance cover against damage occurred for the following reason;
  - 4.2.3. **delay** – late arrival of luggage at the point of destination or transfer point in a foreign country by more than four hours.
- 4.3. Damages shall not be compensated for, if caused by violation of the diligence obligation of the insured or safety requirements of the luggage insurance.
- 4.4. Luggage shall not be understood as precious metals and stones (incl. jewellery made of them), works of art, unique and antique items, collections, items of fragile porcelain, marble, glass and clay, motor vehicles (incl. trailers, caravans, water craft, etc.) and their spare parts; cash, bankcards, securities and documents (except for passport, ID-card and driving licence), souvenirs, manuscripts, photos, plans, drawings, animals, plants, seeds, medicaments, musical instruments, product and goods samples, tools.
- 4.5. The following shall be insured on the basis of luggage insurance:
  - 4.5.1. if the luggage becomes unfit for use or is lost, its market value before the insured event;
  - 4.5.2. reasonable and justified cost of issuance of passport and other essential documents required for continuing the trip;
  - 4.5.3. cost of essential convenience goods bought due to delay of the luggage in the amount of up to 25% of the sum insured of the luggage insurance.
- 4.6. Safety requirements of luggage insurance are as follows:
  - 4.6.1. the insured shall provide reasonable monitoring of the luggage;
  - 4.6.2. in a vehicle, the items may not be in a visible place, but in a locked luggage compartment; In case there is no luggage compartment, the items may not be left in the passenger compartment;
  - 4.6.3. it is prohibited to leave the luggage unattended in a vehicle or trailer overnight (22.00 – 06.00);
  - 4.6.4. electronic devices (incl. computers, photo equipment, mobile phones, etc) and eyeglasses may not be handed in to the common luggage compartment of the means of transport (so-called checked luggage) and these may not be left unattended in a vehicle;
  - 4.6.5. the luggage may not be placed in the custody of a person not authorised for this.
- 4.7. If the insured recovers the lost luggage or a part thereof after compensation, the insured must immediately transfer or repay to the insurer the corresponding part of the insurance indemnity. Essential convenience goods bought due to delay of the luggage must be returned after compensation to the insurer, if

- the insurer so requests.
- 4.8. On the basis of the luggage insurance, damage that results from the following reasons shall not be compensated:
  - 4.8.1. normal wear and tear of and scratches to the luggage;
  - 4.8.2. caustic, smeary or flammable substance found in the luggage;
  - 4.8.3. bad weather;
  - 4.8.4. use of the items contained in the luggage, including sports equipment;
  - 4.8.5. delay of luggage in Estonia.
- 4.9. On the basis of luggage insurance, the insurer shall not compensate for such part of the damage which the transport company shall compensate for.

#### 5. Liability insurance

- 5.1. Unlawful damage, caused to a third party by the insured, shall be compensated for. The damage shall be compensated, if the insured is guilty of causing the damage and/or is responsible for the caused damage pursuant to law or if the unlawful act was commenced during the insurance period and in the area specified in the insurance contract. Also the necessary legal assistance costs (the amount spent on legal assistance, expert assessment and legal proceedings upon handling of claims) shall be compensated for, if these are necessary for evidencing absence of liability of the insured or for identifying the circumstances related to damage. Only such legal assistance costs which are previously agreed upon with the insurer shall be compensated. Damage is compensated for in cash.
- 5.2. The following shall not be compensated for:
  - 5.2.1. claims based on unearned income or non-proprietary claims;
  - 5.2.2. claims arising from the business activity of the insured;
  - 5.2.3. claims arising from an act performed without due authority;
  - 5.2.4. claims arising from unjust enrichment;
  - 5.2.5. claims arising from risk liability (incl. source of larger threat) and producer liability;
  - 5.2.6. claims, which are based on the events that caused the damage, of which the insured and/or the policyholders were aware of before conclusion of the insurance contract;
  - 5.2.7. claims caused by the intent, dishonesty of the insured; intentionally committed crimes and their actions committed under the influence of alcohol, drugs, toxic substances, etc.;
  - 5.2.8. contractual liability of the policyholder, obligations assumed under the contract (incl. guarantees issued in writing or otherwise, etc.);
  - 5.2.9. mutual claims between the insured and the persons connected with them;
  - 5.2.10. claims arising from labour, service or family law disputes;
  - 5.2.11. claims arising from damage caused to the property that is in the administration or possession of the policyholder and/or the insured or rented, leased, borrowed, etc. by them;
  - 5.2.12. claims caused by a land, water or air vehicle that belongs to, is rented, leased, borrowed, hired and/or driven by the policyholder and/or the insured;
  - 5.2.13. claims caused by radioactive, radiated, toxic or explosive substance;
  - 5.2.14. claims arising from contamination and/or pollution;
  - 5.2.15. claims arising from lawful fines, interest, late penalty imposed on the insured or the injured party and other punishments to be added to damage;
  - 5.2.16. claims arising from asbestos dust, diethylbestrol (DES), dioxin or acquired immune deficiency syndrome (AIDS), medicaments and communicable diseases.
- 5.3. If the insured has come to an agreement with the claimant or has already refunded the claim or the part of it, the insurer shall not consider it to be binding to the same, if the amount of claim is not verified and/or compensation obligation of the insured is disputable.

- 5.4. If compensation for damages can be requested under another non-life insurance contract, this must be done before filing a claim under the travel insurance contract.

## 6. General exclusions

The following shall not be compensated for:

- 6.1. moral damage caused by the insured event, unearned income or loss resulting from a cancelled training, non-concluded transaction, etc;
- 6.2. damage that the insured could have avoided;
- 6.3. damage which is caused to the insured in relation to the use of nuclear energy for any purpose or its exit from control, epidemic, operations of public authorities, terrorism, war, civil war, invasion, any armed conflict, mass disorder, civil unrest, revolt, coup d'état, strike, confiscation, seizure, lockout.

## 7. Obligations of the insured upon occurrence of insured event

- 7.1. Upon occurrence of the insured event, the insured is required:
  - 7.1.1. to immediately apply measures to avoid an increase in damage and to reduce damage;
  - 7.1.2. to inform of the insured event personally or through a representative at the first possibility as follows:
    - 7.1.2.1. in case of illness or accident, to inform the insurer and/or the damage assistance centre, and to observe their instructions;
    - 7.1.2.2. upon cancellation or interruption of travel, to contact the travel agency, transport company or hotel that has serviced the insured in order to change, cancel the trip or its parts or to acquire new travel tickets;
    - 7.1.2.3. in case of loss of or damage to the luggage, to inform the representative of the company that has serviced the insured at the moment when the insured event took place; if possible, to maintain the damaged assets in a post-damage condition and take statements from witnesses who know the circumstances related to the event;
    - 7.1.2.4. in case of an event treated as an insured event under liability insurance and/or a claim filed against the insured, to inform the insurer hereof. The insurer is to be informed within one year as of the end of the insurance period at the latest. After the said term, the insurer shall not have a compensation obligation.
  - 7.1.3. in accordance with the legislation applicable in the country of location, to formulate and register a traffic accident, theft (robbery) and act of vandalism with a law enforcement authority; fire in a law enforcement authority as well as in a rescue board;
  - 7.1.4. to furnish to the insurer a written application with the original documents and data on the event, estimated

amount of damage, witnesses, parties and the person at fault, and to observe thereafter the instructions of the representative of the insurer.

- 7.2. The obligation to supply proof on the insured event is borne by the insured. The insured shall furnish to the insurer the information that is necessary for determination of the performance of the contractual obligations of the insurer.

## 8. Release of the insurer from the obligation to perform the insurance contract

- 8.1. The insurer shall be partially or fully exempted from the obligation to perform the insurance obligation if:
  - 8.1.1. the insured has not met at least one of the requirements specified in clause 7;
  - 8.1.2. the policyholder has not paid the insurance premium by the agreed due date and if the insured event occurs after the due date for payment of the insured event;
  - 8.1.3. the policyholder and/or the insured has intentionally or due to gross negligence (to a substantial extent, failure to apply the care required for performance of a contractual obligation) violated at least one of the conditions of the insurance contract, which has an impact on the occurrence of the insured event or the amount of damage;
  - 8.1.4. the insured event has occurred due to gross negligence or intent of the policyholder and/or the insured. Gross negligence is understood as a situation where a person foresees the consequences of their behaviour, but recklessly expects that no consequences will arise;
  - 8.1.5. at the time of occurrence of the insured event, the insured was intoxicated by alcohol, drugs or psychotropic substances; was so sick or tired to be unable to perceive exactly the situation;
  - 8.1.6. the policyholder and/or insured has misled or tried to mislead the insurer with regard to the circumstances of occurrence of damage and/or the amount thereof, or has attempted to deceive the insurer otherwise with regard to the circumstances of the insurance contract or its performance;
  - 8.1.7. the insured event has occurred in connection with a crime committed or attempted by the insured.
- 8.2. The extent of exemption from the obligation to perform the insurance contract shall be decided by the insurer.
- 8.3. The insured shall be compensated for reasonable and essential communication expenses that the insured had to incur in relation to the insured event.

## 9. Refunding of insurance indemnity

The insured and/or the policyholder is required to refund the insurance indemnity to the insurer if the circumstances precluding compensation have appeared after compensation for damage or damage has been compensated by a third party pursuant to the procedure provided by law.