



**The terms and conditions of travel insurance describe the insurance cover of travel insurance, the behaviour in the event of a loss event and the principles for the compensation of damage.**

The purpose of travel insurance is to assist the insured person in the event of possible unexpected events associated with the trip and to reimburse the costs of these events, ensuring that the trip goes smoothly. Travel insurance applies to foreign trips that start in Estonia.

The insurance contract consists of the insurance Policy (hereinafter the Policy) and these travel insurance conditions (hereinafter the Terms and Conditions). Before concluding an insurance contract, the policyholder must check the accuracy of the information and the suitability of the scope of the cover and examine the Terms and Conditions.

**The insurance provider** is AS LHV Kindlustus (hereinafter **LHV**).

**The policyholder** is the person indicated in the Policy (hereafter the Policyholder).

**The insured person** is the person indicated in the insurance contract.

## Contact details of the Insurance Provider

### Client support

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kindlustus@lhv.ee  
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### Claims handling

round the clock  
680 1122  
kahjud@lhv.ee  
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## Table of sums insured

The table shows the sums insured for travel insurance, the indemnity limits and the amounts of insurance deductible.

- The sum insured applies for each insured person and for all insured events occurring during one trip.
- The indemnity limit applies for each insured person and each insured event separately.
- The amount of insurance deductible applies for each insured person and each insured event separately.

Insurance cover	Sum insured / indemnity limit	Insurance deductible
<b>Travel interruption insurance</b>		
Sum insured	Sum insured selected on the Policy	Amount of insurance deductible selected on the Policy
incl. the purchase of essential items in the event of a public transportation delay of more than 4 hours	€ 200	
incl. the purchase of essential items in the event of a public transportation delay of more than 24 hours	€ 300	
<b>Medical assistance insurance</b>		
Sum insured	Sum insured selected on the Policy	
incl. the limit of indemnity for dental treatment	€ 500	
incl. the limit of indemnity for reimbursement of a medical device	€ 200	
<b>Accident insurance</b>		
Sum insured	€ 50,000	
Sum insured for permanent disability	Sum of up to € 50,000	
Sum insured in the event of death (insured person from 16)	€ 50,000	
Sum insured in the event of death (insured person under 16)	€ 2000	
<b>Baggage cover</b>		
Sum insured	Sum insured selected on the Policy	Amount of insurance deductible selected on the Policy
incl. smart, photographic and video devices, laptops and tablets and accessories therefor	Sum insured selected on the Policy	€ 200
incl. the limit of indemnity if baggage is delayed by more than 4 hours	25% of the sum insured selected on the Policy	
<b>Liability and legal protection insurance</b>		
Insured sum for liability insurance	€ 100,000	
incl. in the case of damage to sports equipment, a room, a flat or a building in the possession or use of the insured person	€ 2000	
Sum insured of legal protection insurance	€ 10,000	
incl. bail	€ 5000	

**Rental car deductible insurance**

Sum insured	€ 2000
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**Event cancellation cover**

Sum insured	Sum insured of travel interruption insurance selected on the Policy	Amount of insurance deductible selected on the Policy
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**Strike, natural disaster and insolvency cover**

Sum insured	Sum insured of travel interruption insurance selected on the Policy	Amount of insurance deductible selected on the Policy
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**Sports coverage**

Sum insured of medical assistance insurance for high-risk activities	Sum insured of medical assistance insurance selected on the Policy
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Sum insured in the event of closure of a sports track or facility due to weather conditions	€ 50 per day
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Sum insured in the event of inability to engage in sports due to illness or injury	€ 50 per day
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Sum insured in case of theft of or damage to sports equipment	€ 500
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**Physical work cover**

Sum insured	Sum insured of medical assistance insurance selected on the Policy
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**Covid-19 cover**

Sum insured of medical assistance insurance	Included in the sum insured of medical assistance insurance selected on the Policy
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Sum insured in case of cancellation of the trip and placement into quarantine of the insured person	Included in the sum insured of travel interruption insurance selected on the Policy	Amount of insurance deductible selected on the Policy
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# Terms and Conditions of Travel Insurance

Valid from  
1 November 2021

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## Definitions

**Electronic device** is a device used for entertainment, communication or other personal purposes. Examples of electronic devices are televisions, smart, photographic and video devices, laptops and tablets and accessories therefor.

The indemnity limit is the maximum amount to which the damage caused as a result of the insured event is compensated. The indemnity limit is not added to the sum insured but is included in the sum insured. The indemnity limit applies for each insured person and each insured event separately.

**Area of cover** is the part of the world indicated on the Policy to which the insurance cover applies.

**Insured event** is an event provided for in the Terms and Conditions, in the event of which LHV is required to fulfil its obligations under the Terms and Conditions.

**Insurance contract** consists of an insurance policy (hereinafter **the Policy**) and these travel insurance terms and conditions (hereinafter **the Terms and Conditions**).

**Period of insurance** is the period of time indicated on the Policy during which the insurance cover is valid. The period of insurance must cover the period from the beginning to the end of the trip. If the trip is delayed due to an insured event for reasons beyond the control of the insured person, the insurance cover is automatically extended by 48 hours.

**Sum insured** is the maximum possible compensation. The sum insured depends on the type of insurance cover and is stated on the Policy. The sum insured applies for each insured person and for all insured events occurring during one trip.

**Recurring travel** is a temporary stay of an insured person outside Estonia. The journey starts when you leave Estonia and ends when you return to Estonia. Recurring travel insurance is valid for one year and there is no limit on the number of trips per year. One trip can last up to 60 days (inclusive).

**Insurance deductible** is the amount to be borne by the Policyholder in the event of an insured event. The insurance deductible is deducted from the insurance benefit payable. The amount of insurance deductible applies for each insured person and each insured event separately.

**Public transport** is a boat, plane, taxi, train or similar vehicle that serves a regular line. Means of transport, charter plane and shuttle bus organised by a tour operator or a provider of accommodation will also be regarded as public transport.

## Travel interruption insurance

### 1. Travel interruptions are:

- trip cancellation;
- delay or non-departure of the vehicle;
- interruption of the trip.

**Insurance cover for travel interruption will be valid 72 hours after the insurance contract is signed.**

### Cancellation of the trip

#### 1.1. An insured event is a trip cancelled by the insured person if the reason for the cancellation is:

- unexpected illness, serious injury or death of the insured person;
- life-threatening condition, serious bodily injury or death of a person close to the insured person;
- sudden illness, serious injury or death of the sole travelling companion of the insured person with whom he/she was planning to travel;
- sudden damage to the property of the insured person in Estonia, which necessitates his or her presence;

- a criminal offence committed against the insured person, which makes it impossible for him/her to travel;
- cancellation of the event for which the trip is intended (insurance cover only applies if the event cancellation cover is selected on the Policy);
- a natural disaster at the destination of the trip (insurance cover is valid only if the strike, natural disaster and insolvency cover is selected on the Policy).

1.2. In the event of cancellation of the trip, LHV will reimburse the following expenses, up to the amount insured under the travel interruption insurance: the cost of unused services paid for but not reimbursed by the service provider, including travel and accommodation expenses, concert tickets and the cost of a rental car.

#### **Delay or non-departure of the means of transport**

1.3. An insured event occurs if the insured person misses the departure of their means of transport or due to its failure to depart due to the following circumstances:

- non-departure of a public vehicle due to a change in the timetable if the passenger ticket had already been purchased or booked;
- the occurrence of a traffic accident involving a vehicle (including a public vehicle, taxi, hire or hire car);
- technical failure of the vehicle, including tyre damage;
- emergency landing of an aeroplane, a ship, or a train accident;
- extreme weather conditions;
- natural disaster (insurance cover is valid only if the strike, natural disaster and insolvency cover is selected on the Policy);
- an offence is committed against the insured person;
- reasons arising from the transport service provider, including overbooking;
- flight cancellation.

1.4. In the case of delay or non-departure of the means of transport, LHV will reimburse the following costs:

- reasonable travel and accommodation costs to continue your journey or return to Estonia;
- the cost of unused services that have been paid for but not reimbursed by the service provider (including travel and accommodation expenses, concert tickets and the cost of a rental car);
- the cost of replacement services (including replacement accommodation and flights);
- the cost of purchasing essential goods (such as food and drink) while waiting for the public transport abroad, up to € 200 if the public transport is delayed for more than four hours, and up to € 300 if the public transport is delayed for more than 24 hours;
- the purchase of clothing and toiletries if the insured person's luggage is in the possession of a transport company.

#### **Interruption of the trip**

1.5. The insured event is a change in the travel plan or the return of the insured person from the trip to Estonia for the following reasons:

- life-threatening condition, serious bodily injury or death of the insured person or a person he/she is travelling with;
- life-threatening condition, serious bodily injury or death of a person close to the insured person, who is residing in Estonia;
- sudden damage to the property of the insured person in Estonia, which necessitates his or her presence;
- a criminal offence committed against the insured person, which makes it impossible for him/her to travel;
- a natural disaster at the destination of the trip (insurance cover is valid only if the strike, natural disaster and insolvency cover is selected on the Policy).

1.6. In the case of the trip being interrupted, LHV will reimburse the following costs:

- reasonable expenses incurred for continuing the trip;
- reasonable travel and accommodation expenses for the return of the insured person to Estonia;

- the cost of unused services that have been paid for but not reimbursed by the service provider (including travel and accommodation expenses, concert tickets and the cost of hiring a car).

### **Trip interruption due to an emergency**

- 1.7.** The insured event is the evacuation of the insured person to Estonia due to the following events that occurred during the trip:
- war, armed conflict, terrorism or riots;
  - natural disaster;
  - pandemic or epidemic.
- 1.8.** In the event of a trip interrupted due to a state of emergency, LHV will reimburse travel and accommodation expenses related to the return to Estonia within 14 days from the occurrence of the event referred to in clause 1.7.
- 1.9.** In the event of a trip interrupted due to a state of emergency, LHV shall:
- not reimburse the costs of unused travel services;
  - not organise the evacuation of the insured person. Evacuation should be based on instructions from local authorities or the Estonian Ministry of Foreign Affairs;
  - not cover loss or damage or costs if the event giving rise to the evacuation described in clause 1.7 started before the insured person arrived in the crisis area;
  - not cover expenses if the Estonian Ministry of Foreign Affairs has disclosed information to avoid a region or country and the insured person travelled there after the information was disclosed.

### **Event cancellation (optional additional protection)**

- 1.10.** An insured event is a trip cancelled by the insured person due to the cancellation of an event for which the trip was intended (including a conference, trade fair, seminar, concert, sports event).
- 1.11.** If a trip is cancelled due to the cancellation of the event for which it is intended, LHV will reimburse the following costs:
- the cost of unused services that have been paid for but not reimbursed by the service provider, including travel and accommodation expenses;
  - the cost of the ticket for the event for which the trip was made, which has been paid for and is not refundable by the organiser of the event.

### **Conduct in the case of travel interruption**

- 1.12.** In the case of travel interruption, the providers of trip-related services (incl. travel service providers, accommodation service providers) must be notified immediately to apply for a refund or reimbursement of additional costs related to the interruption.
- 1.13.** If the reason for the trip interruption is a crime committed against the insured person or an incident involving his/her property in Estonia, the police, the Rescue Board or other competent authority must be notified thereof and the incident must be registered.
- 1.14.** LHV must be notified immediately by the insured person of the travel interruption and the instructions given by LHV must be adhered to.
- 1.15.** To establish the circumstances of the loss event, LHV may demand from the insured person, inter alia:
- a medical certificate containing the diagnosis (a certificate from a family doctor or a general practitioner, or a printout from the patient portal) if the travel interruption was caused by the insured person's medical condition. If necessary, the insured person must give LHV and his/her trustee doctor access to information about his/her past medical condition;
  - documents proving the costs incurred as a result of the incident, as well as a reply from the service provider as to whether and to what extent it will reimburse the costs incurred as a result of loss event;
  - a certificate from the transport company stating that the vehicle was delayed;
  - the submission of additional evidence, including proof of departure from Estonia and stay abroad;
  - explanations about the loss event.

## Exclusions from travel interruption insurance

**1.16.** LHV shall not reimburse the costs related to the loss event of travel interruption if the travel interruption is caused by:

- a medical condition or change in medical condition (including anxiety disorder, depression or other mental disorder) not related to sudden illness;
- pregnancy, complications of pregnancy or childbirth, except for a health problem due to an unexpected complication of pregnancy during the first 35 weeks of pregnancy;
- travel planning that shall not take into account the time allowed for connecting flights and security checks (insufficient time if the difference between two flights and/or the time to the airport is less than two hours in Europe and less than three hours outside Europe); the weather conditions specific to the host country, the particularities of the transport system in the host country, traffic congestion, etc.;
- missing or incomplete documents, including an expired passport, missing visa, missing or inadequate medical test and/or vaccination certificate;
- loss or damage caused by the acts or omissions of a tour operator, travel agency or travel service intermediary;
- travel agency bankruptcy;
- bankruptcy of the travel service provider (unless the strike, natural disaster and insolvency cover is selected on the Policy).

In addition to the exclusions listed in clause 1.16, the restrictions mentioned in the clause "General Exclusions" also apply.

**1.17.** LHV shall not reimburse the following costs related to the loss event of travel interruption insurance:

- loss of income and/or damage due to travel interruption caused by the loss of travel-related opportunities, including contract not concluded, missed contacts, experiences or experiences;
- the costs of the repair, storage, write-down or transport of a means of transport, including the cost of returning it to Estonia;
- expenditure on food, drink, and other essential goods, unless these were essential while waiting for the public transport abroad and the public transport was more than four hours late.

## Medical assistance insurance (including accident insurance)

**2.** An insured event of medical assistance insurance is the following event starting in a foreign country that has occurred to the insured person:

- a sudden deterioration in health, the first signs of which appear during the journey, or an accident which makes medical care absolutely necessary for the insured person;
- death during the trip.

**In the case of an insured event of the medical assistance insurance, LHV will reimburse the following costs.**

### **2.1. Medical expenses and medicines**

Examination and treatment costs resulting from the insured event of the medical assistance insurance and incurred during the trip and prescribed by a doctor. Costs of medicines and treatment procedures caused by the insured event of the medical assistance insurance and incurred during the trip and prescribed by a doctor.

### **2.2. Dental treatment**

If expenses occur due to the treatment of unexpected tooth pain in a foreign country and/or emergency dental treatment expenses due to an accident (e.g. a fall) during the trip, including examinations and medicines in the amount of up to € 500. LHV shall not compensate scheduled dental treatment.

### **2.3. Pregnancy-related medical care**

Compensation for the emergency medical care expenses due to unexpected complications of pregnancy within the first 35 weeks of pregnancy. LHV shall not compensate the costs of pregnancy complications if the pregnancy has lasted for more than 35 weeks. LHV shall not cover the cost of childbirth, related complications, postnatal care and treatment, except in the case of childbirth during the first 35 weeks of pregnancy.

**2.4. Medical aids**

The costs of repairing or replacing the prosthesis, hearing aid, or glasses of the insured person which were broken as a result of the insured event of medical assistance insurance in an extent of up to € 200 per insured event. Expenses for medical aids (e.g. glasses, hearing aids, wheelchairs, crutches) abroad due to the insured event of medical assistance insurance, if prescribed by a doctor, up to €200 per insured event.

**2.5. Burial or cremation costs**

Burial or cremation costs of the insured person abroad and/or costs of bringing his or her corpse or cremated remains home. Arranging for burial or cremation abroad or the method of transporting the corpse or cremated remains must be agreed with LHV in advance.

**2.6. Travel expenses**

- Reasonable expenses for the insured person's travel to a medical institution if this was absolutely necessary to receive medical treatment abroad.
- Repatriation expenses of a seriously ill or injured insured person to Estonia. The time and method of his/her transport must be agreed upon with LHV in advance.
- If, due to an insured event of the medical assistance insurance, the insured person needs assistance to return to Estonia, LHV will reimburse the transport and accommodation expenses of the person accompanying him/her.
- If, due to an insured event of the medical assistance insurance, the insured minor cannot return to Estonia on his/her own, LHV will reimburse the transport and accommodation costs of the person accompanying him/her.

**2.7. Accommodation costs**

Additional travel and accommodation costs for the insured person to return to Estonia, if he or she is unable to return from the trip as planned due to an insured event of medical assistance insurance. LHV will not reimburse these costs for the period during which the insured person was sufficiently recovered to make it medically possible for him/her to return to or be brought back to Estonia.

**2.8. Medical documents**

Costs of drafting, reproducing, and sending of medical documents, if this is necessary to handle the claim. LHV shall not reimburse travel and accommodation expenses related to sending the documents.

**2.9. Costs incurred by the family member travelling to the insured person or by the travelling companion to the insured person**

- Travel, accommodation and food expenses of one member of the insured person's family to and from the place of sickness, injury and/or death of the insured person if there are no travelling companions left or if the insured person cannot be transported to Estonia within seven days of the insured event. The costs are reimbursed from the sum insured of the medical assistance insurance of the insured person. LHV will not reimburse the above costs for the period during which the insured person was sufficiently recovered to make it medically possible for him/her to return to or be brought back to Estonia.
- Reasonable additional costs of accommodation abroad for one travelling companion staying with an injured or deceased insured person and his/her travel expenses to return to Estonia, if this is absolutely necessary (e.g. for the mother to stay with the child). The costs are reimbursed from the sum insured of the medical assistance insurance of the insured person.

**Activity upon an insured event of medical assistance insurance**

- 2.10.** If an insured person needs non-hospital medical treatment abroad in the case of an insured event, he or she can go directly to a licensed medical institution.
- 2.11.** If the treatment of the insured person continues after the notification to LHV, LHV has the right to designate the medical institution where the treatment will continue.
- 2.12.** If the insured person needs hospital treatment abroad in the case of an insured event, he/she must inform LHV as soon as possible.
- 2.13.** In the case of an insured event, LHV will help arrange for the insured person's hospitalisation abroad, repatriation to Estonia, or burial or cremation abroad. LHV will only reimburse the aforementioned costs if they have been agreed upon with LHV in advance.
- 2.14.** If the insured event is the result of a crime committed against the insured person, the local police or other competent authority must be informed.

- 2.15.** In order to apply for an insurance benefit, you must submit the following documents to LHV:
- notification of the occurrence and circumstances of the insured event and application for the insurance benefit;
  - a medical certificate with the date of the insured event of medical assistance insurance and the insured person's diagnosis;
  - bills for medicines, medical treatment, accommodation and transport;
  - if necessary, additional evidence to establish the circumstances of the loss event (e.g. proof of length of stay abroad, and health data such as a medical certificate or a transcript of medical records).

**Validity of medical assistance insurance during sport and other activities**

**2.16. Medical assistance insurance always covers the following activities:**

- recreational and health sports, including running, roller-skating, cycling, golf, yoga and fishing;
- swimming, snorkelling and diving to a maximum depth of 10 metres;
- sailing (except windsurfing) in inland and coastal waters;
- hiking up to 2500 metres.

**2.17. Medical assistance insurance for high-risk activities  
(valid only if the Policy includes a note on sports cover)**

- snowboarding, alpine skiing and slalom on the marked trails of the winter sports centre;
- competitive sport: participation in cycling, skiing, running (including marathons) and triathlon, as well as participation in training camps and preparation for competitions in these sports;
- mountain biking;
- diving to a maximum depth of 40 metres, if the diver has a licence;
- boating on a river with rapids;
- water-skiing, surfing, kitesurfing and windsurfing;
- sailing on the high seas and the ocean, if returning to port every seven days;
- trekking up to 4500 metres;
- hiking in the wild, including desert, taiga and jungle;
- participation in an organised, guided safari;
- rock-climbing on well-equipped tracks and using safety equipment;
- participation in sports competitions and training as a professional athlete..

**2.18. Medical assistance insurance is always excluded for the following activities:**

- snowboarding, alpine skiing, and slalom outside the marked trails of winter sports centres;
- high-speed downhill and snowboarding, which includes getting out of a helicopter;
- diving alone and at night, in a wreck and in an underwater cave;
- boating down the rapids and boating alone in a remote area;
- water sports (jet skiing and towing of any kind) and rafting;
- air sports such as hang gliding, paragliding, gliding, and ballooning;
- trekking at altitudes of more than 4500 metres, rock climbing outside equipped trails;
- hiking alone in a remote area;
- down-hill cycling, bicycle tricks, BMX riding, skateboard tricks, freeride;
- parachute and bungee jumps;
- tobogganing, ski jumping, and speed skiing;
- martial arts or sports related to self-defence, such as karate, judo, boxing, kickboxing, and Thai boxing, wrestling, etc.;
- car or motor sports, incl. driving ATVs and participating in training for driving with motor vehicles, rally, kart racing, driving snowmobiles, and participation in motorbike sports.

### Physical paid work (optional additional protection)

- 2.19.** Medical assistance insurance is also valid in the case of physical work and service, provided that the Policy includes a note on physical work cover.

Physical work is defined as work that generally requires physical effort, including work as a driver or bus driver, forestry, agricultural or construction worker, caterer, hotel attendant and cleaner.

- 2.20.** Medical assistance insurance is always excluded for the following activities:

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

### Exclusions from medical assistance insurance

**2.21. Expenditure incurred in Estonia**

LHV will not reimburse you for expenses incurred in Estonia, even if the expenses were caused by an insured event abroad.

**2.22. Costs related to illness or injury that appeared or was sustained before the start of the trip**

LHV shall not reimburse treatment costs, the cause of which is an illness or an injury that appeared before the trip. The exemption shall not apply to the first aid for life-threatening exacerbations of chronic illness.

**2.23. Costs of scheduled treatments**

LHV shall not cover the cost of scheduled treatment, including planned cosmetic surgery.

**2.24. Pregnancy and childbirth**

LHV shall not reimburse any costs resulting from pregnancy, childbirth, abortion, and related complications, post-natal treatment or care, except for emergency medical care for unexpected complications during the first 35 weeks of pregnancy when abroad. The exclusion is applied to the costs related to both the mother and the baby.

**2.25. Travel expenses of other persons**

- LHV shall not compensate the travel and accommodation expenses of a travel companion and or family member accompanying the insured person within the extent to which the latter should have incurred costs even if no insured event had occurred.
- LHV shall not compensate the travel and accommodation expenses (travel, staying overnight, etc.) of persons attending the funeral or cremation ceremony of the insured person or the expenses of a funeral banquet.

**2.26. Exclusions related to the insured person returning to Estonia**

- LHV will not reimburse the cost of returning to Estonia if the insured person returned from the trip without prior coordination with LHV or disregarded the instructions of LHV or the doctor when returning to Estonia.
- LHV will not reimburse any further costs if a doctor approved by LHV considers it possible to bring the sick or injured insured person back to Estonia, but the insured person refuses to do so.
- LHV will not reimburse the cost of repatriating the insured person to Estonia if the doctor approved by LHV shall not consider the repatriation to Estonia to be medically justified.

### Accident insurance

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

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

**2.27.** The sum insured for accident insurance is:

- in the case of permanent disability up to € 50,000;
- In the case of death (person over 16 years of age) up to € 50,000;
- in the event of death (up to the age of 16), € 2000.

**2.28. Death benefit**

LHV pays a death benefit to the heirs of the insured person if the insured person dies as a result of the insured event of accident insurance within one year of the date of the insured event.

- The amount of the death benefit is the sum insured of accident insurance.
- If the insured person dies more than one year after the occurrence of the insured event of accident insurance, no death benefit will be paid.
- Death benefit is reduced by the permanent disability indemnity previously paid for the same insured event.

**2.29. Permanent disability indemnity**

LHV pays a permanent disability indemnity to the insured person if his or her health condition has permanently deteriorated due to the insured event. The permanent disability indemnity is paid as a percentage of the sum insured of the accident insurance, based on the condition of the insured person one year after the occurrence of the insured event.

- The permanent disability benefit is 25% of the sum insured of the accident insurance if, one year after the occurrence of the insured event, the insured person shall not need assistance most of the time, but his/her general capacity is noticeably reduced: memory impairment, speech and communication difficulties, loss of accuracy of movements, balance problems, rapid fatigue and other conditions that make daily activities difficult or impossible.
- The permanent disability benefit is 50% of the sum insured of the accident insurance if, one year after the insured event, the insured person is able to perform only light and short-term activities, has a significant loss of capacity and is therefore substantially dependent on the assistance of another person for some activities of daily living (including eating, washing, dressing, moving around the home or outside it).
- The permanent disability benefit is 100% of the sum insured of the accident insurance if, one year after the insured event, the insured person unavoidably needs the assistance of another person for all daily activities (including eating, washing, dressing, moving around the room).

**2.30.** The existence and degree of permanent disability caused by the insured event will be determined at the latest within one year of the occurrence of the insured event, on the basis of the insured person's state of health at that time. If the permanent disability is the result of the loss of a part of the body or an organ which shall not recover its function (e.g. amputation), the existence and extent of the permanent disability will be determined as soon as possible after the insured event.

**2.31.** Permanent disability is determined by comparing the insured person's state of health with that of a healthy person of the same age, taking into account only the severity and nature of the disability and not the insured person's individual characteristics, including lifestyle, occupation or hobbies. The existence and degree of permanent disability is established on the basis of medical documentation. In addition, the condition of the insured person prior to the insured event of the accident insurance is taken into account.

Loss of capacity for work and loss of income are not accounted for when establishing permanent disability. The degree of disability established by a national expert's decision is not binding on LHV when determining permanent disability.

**2.32.** LHV shall not pay permanent disability indemnity:

- in the case of damage to the insured person's teeth or dental prostheses;
- if the permanent disability appears later than within one year after the insured event;
- if the insured person dies as a result of the insured event within one year from the date of the insured event. In such case LHV pays a death benefit.

**Exclusions from accident insurance**

**2.33.** LHV shall not pay compensation if the death or permanent disability was caused or aggravated by:

- the insured person's illness (the insured event is not death or the development of a permanent disability due to illness);

- any medical procedure, including surgery (the exemption shall not apply if the cause of the medical procedure is the insured event that occurred abroad during the validity of the conditions);
- miscarriage or childbirth, complications due to miscarriage or childbirth;
- an accident which occurred while the insured person was in a detention centre as an inmate, prisoner or detainee;
- tick or insect bites;
- high-risk activities excluded under clause 2.17 (unless the Policy has a note on a sports cover, in which case the activities listed in clause 2.18 are excluded);
- high-risk activities excluded in clause 2.18;
- physical work (unless the Policy has a note on paid physical work).

#### **Other exclusions from medical assistance insurance**

##### **2.34.** LHV shall not compensate the following costs:

- that are avoidable;
- procedures and services not prescribed by a doctor;
- medicines purchased without medical prescription;
- therapeutic food products intended for medical purposes;
- food supplements;
- rehabilitation;
- non-medical treatments or alternative medicine;
- treatment provided by an unlicensed person;
- getting or removing a tattoo and complications thereof;
- the diagnosis and treatment of psychiatric and behavioural disorders, including depression;
- the diagnosis and treatment of sexually transmitted diseases, HIV and AIDS;
- vaccination, except for vaccination for the treatment of an insured event of medical assistance insurance.

In addition to the exclusions listed in clause 2.34, the restrictions mentioned in the clause "General Exclusions" also apply.

## **Baggage cover**

### **3.** Insured baggage is the personal belongings of the insured person when travelling.

#### **3.1.** An insured event of baggage cover is represented by the following events that occur during the period of validity of the insurance with the insured baggage in the insured area:

- damage, destruction, theft, or robbery of baggage as a result of an unexpected and unforeseen event;
- loss of baggage due to the fault of the transport company. Baggage will be considered lost if it does not reach the insured person within 21 days of the originally scheduled arrival time;
- baggage is delayed for more than four hours due to the fault of the transport company. If your baggage is delayed for more than four hours abroad due to the fault of the transport company, LHV will reimburse the cost of essential items (e.g. toiletries, essential clothing) and essential items purchased for use during the trip and contained in the delayed baggage, up to 25% of the amount of the selected baggage cover. Durable goods (items intended for long-term use, e.g. clothing, footwear, sports equipment) purchased due to baggage delay must be surrendered by the insured person to LHV after reimbursement, if LHV so wishes.

#### **3.2.** The following are not insured as baggage:

- tickets, money, securities, bankcards;
- delicate items, such as glass, clay or porcelain items;
- glasses, sunglasses, contact lenses;
- tools and work equipment;
- items leased, rented, or borrowed during the trip;

- foodstuff, drinks;
- goods and samples offered for sale;
- objects and goods belonging to third parties, in transit;
- manuscripts, drawings, photos, advertising and training material, and other such documents;
- software and databases;
- motor vehicles, trailers, watercraft, aircraft, their spare parts, accessories;
- plants, including seeds, bulbs, rhizomes;
- animals, birds, insects, amphibians, reptiles;
- items that are illegal to acquire or bring across national borders.

### **General principles for the compensation of damage to baggage**

- 3.3.** In the case of damage to the property, LHV will reimburse the repair costs. If the property is destroyed or damaged in such a way that it cannot be repaired, LHV will reimburse the costs of repurchasing an equivalent item.
- 3.4.** If the baggage is stolen, robbed, or lost through the fault of the transport company, LHV will reimburse the item according to the market value of the item in Estonia.
- 3.5.** If it is not possible to determine the market value of the item, the compensation is based on the purchase price of the item minus the decrease in the value of the item over time at a rate of up to 30% of the purchase price per year.
- 3.6.** LHV shall not arrange for the repair of the item, the acquisition of a replacement item, or the transfer of the item to the insured person..

### **What to do in the event of damage to baggage**

- 3.7.** In the event of damage to baggage, the first step is to contact the transport or accommodation company or other service provider responsible and submit a claim for compensation.
- 3.8.** In the event of baggage delay, proof of the delay and proof of the purchase or rental of items that are absolutely necessary must be submitted to LHV.
- 3.9.** If the baggage damage was caused by a transport or accommodation company, a storage service provider or other service provider, you must provide LHV with a proof from that company stating the cause of the baggage damage.
- 3.10.** Theft or robbery of baggage must be reported immediately to the local police or other competent authority. Written proof of the registration of the case and the circumstances of the incident issued by the police or other competent authority must be provided to LHV.
- 3.11.** LHV has the right to demand the submission of additional evidence, including the invoices for the repair of items, photographs, additional explanations, etc..

### **Safety requirements for the storage of baggage**

- 3.12.** Baggage must be stored under supervision or in a locked room.
- 3.13.** Items left in a vehicle must be placed or covered within in such a way that they would not attract attention. When leaving the vehicle, all of the windows and the sunroof must be closed, doors locked and security devices activated. Items which were stored in an open bed or tonneau box of a vehicle, in an unlocked roof box, baggage box or a motorcycle bag are not subject to compensation.
- 3.14.** When unsupervised, a bicycle must be locked to a strong base.
- 3.15.** The following is a list of items that must be carried in hand luggage and may not be placed in the hold of an aircraft, ship, bus or train, or left unattended in a vehicle, but must be under the uninterrupted and immediate supervision of the insured person or in a safe or supervised storage room in the accommodation establishment:
- examples of electronic devices are televisions, smart, photographic and video devices, laptops and tablets and accessories therefor.
  - firearms (firearms may be transported in accordance with the carrier's regulations);
  - musical instruments (musical instruments may be carried outside hand luggage subject to the carrier's rules);
  - valuables, watches, works of art and antique items;

- collections and their parts;
- personal identity document, visa vaccination certificate.

**3.16.** The insured person must comply with all legislation, instructions, guidelines, precepts, etc., of the transport company, which contain guidelines for ensuring safety, preventing and minimising possible damage.

### **Exclusions from baggage cover**

**3.17.** LHV shall not pay compensation for damages incurred:

- when items came into contact with liquids contained in the baggage;
- because of the baggage being left unattended, lost or abandoned;
- due to natural wear and scratches on baggage;
- in the case of breakage of an item made of glass, porcelain, ceramics or similar fragile materials, including the subsequent damage caused to other items;
- to sports equipment, vehicles and articles in the normal course of their use.

In addition to the exclusions listed in clause 3.17, the restrictions mentioned in the clause "General Exclusions" also apply.

## **Liability and legal protection insurance**

**4.** Liability insurance covers damage to property or personal injury which the insured person has unlawfully caused to a third party abroad during the term of the insurance and which the insured person must compensate because he or she is guilty of causing the damage or is responsible for causing it under legislation. An insured event of legal protection insurance is an unlawful act committed unintentionally by an insured person while travelling outside Estonia, as a result of which a competent authority has initiated criminal or misdemeanour proceedings or issued a bail decision to the insured person on the basis of law or a third party has filed a private law claim against the insured person on the basis of law.

### **Principles of compensation for damages in liability and legal protection insurance**

- To compensate for damage to property or personal injury, LHV will pay compensation in the case of a loss event for which a written claim for compensation has been submitted to the insured person.
- Third party claims related to damage to sports equipment, premises, apartments, or buildings in the possession or use of the insured person are insured up to € 2000.
- LHV reimburses the direct material damage suffered by the third party and the legal expenses incurred by the insured person as a result of the insured event, which are necessary for the settlement of the claim for direct material damage brought against him or her. The limit of indemnity for the insured event of legal protection insurance is up to € 10,000, including a bail fee of € 5000.
- If the insured person has unintentionally committed an unlawful act, LHV will reimburse bail of up to €5000 on the basis of a decision of a court or other competent authority, as well as reasonable legal costs, taking into account the circumstances of the case, the complexity of the legal dispute, the size of the claim and the usual price of legal services in the country where the service is provided.

### **What to do in the case of an insured event covered by liability and legal protection insurance**

- 4.1.** If an insured person is presented with a claim for compensation or if circumstances arise that may be the basis for a claim, such as causing damages, he or she must immediately contact LHV and act in accordance with LHV's instructions.
- 4.2.** Liability and legal assistance expenses must be agreed upon with LHV in advance.
- 4.3.** If LHV is of the opinion that it is expedient to settle the dispute by means of an agreement, the insured person must respond to LHV's proposal within five days, unless LHV has set a longer deadline.
- 4.4.** If the insured person fails to respond to LHV's proposal mentioned in clause 4.3 in a timely manner or fails to enter into the agreement, LHV shall not reimburse any costs of expert assessments, legal assistance and court expenses, which may be incurred after the term of replying to LHV's proposal or entering an agreement has passed.

- 4.5. In the event of a bail refund, the insured person is obliged to repay the bail to LHV within ten days of the bail refund. The insured person must inform LHV immediately of the bail refund..

#### **Exclusions from liability and legal protection insurance**

**4.6. Intentional activity and/or intoxication**

LHV shall not compensate claims arising from acts committed by the insured person intentionally and/or while intoxicated.

**4.7. Compulsory liability insurance (e.g. motor third party liability insurance)**

LHV shall not pay compensation for damage covered by compulsory liability insurance.

**4.8. Items in the possession or use of the insured person**

LHV shall not reimburse damages for the destruction, damaging or loss of an item in the possession or use of the insured person, including damage to a rental car.

**4.9. Loss of profit**

LHV shall not reimburse lost profit, except for the decrease or loss of income of the injured party in the case of causing damage to the health or death of the injured party.

**4.10. Persons to whom damages are not reimbursed**

LHV shall not compensate for damage suffered by the insured person himself/herself, a travelling companion or a family member.

**4.11. Sanctions**

LHV shall not reimburse any fines or other punishments imposed on the insured person.

**4.12. Infectious diseases and sexually transmitted diseases**

LHV shall not reimburse any damages caused by the spreading of infectious diseases and/or sexually transmitted diseases.

**4.13. Epizootic pathogens and pests**

LHV shall not pay compensation for damages caused by epizootic pathogens or hazardous pests.

**4.14. Activities not covered by insurance**

LHV shall not compensate damages related to the insured person's:

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

In addition to the exclusions listed in clause 4.14, the restrictions mentioned in the clause "General Exclusions" also apply.

#### **Rental car deductible insurance**

5. An insured event is the theft, robbery, destruction of or damage to a vehicle rented abroad, where the rental agreement specifies the insured person as the driver of the vehicle, as a result of which the insured person has to pay to the grantor or lessor the insurance deductible provided for in the insurance contract for the rented vehicle. The insurance is valid if the rental car has comprehensive insurance and the insured person is required to compensate the lessor for the insurance deductible of the comprehensive insurance pursuant to the rental agreement.
- 5.1. The sum insured for the rental car deductible insurance is the amount actually required, but not more than € 2000, to the extent of the insurance deductible provided for in the insurance contract of the rental car. In order to receive the compensation, the insured person must present LHV the loan or rental agreement along with the insurance contract and claim for damage.

#### **Acting upon receipt and transfer of a rental car and in the case of an insured event with a rental car**

- 5.2. In order to detect possible damage, the insured person must inspect the vehicle on receipt and transfer thereof

and, together with the grantor or lessor, document any visible defects and damage. He or she will also have to document the insured event with the grantor or lessor.

### Safety requirements

- 5.3. When leaving the rental car, the driver has to close the windows and sunroof, lock the doors, take all the keys, remote controls and documents of the rental car, and deploy anti-theft devices.
- 5.4. Keys, remote controls, and documents must be stored in a place and in such a way that they cannot be removed without the building being robbed or broken into. This requirement shall not apply if the rental car was stolen from the repair shop to which LHV directed it for repair.
- 5.5. After damage to the rental car, it can be used if it has been inspected and verified that it is in the technical condition required for use, e.g. no oil or fuel leaks, the tyres are intact and the steering wheel and brakes are working.
- 5.6. Only a person who has a valid driving licence and driving authorisation in the country where the car is used is allowed to drive a rental car.
- 5.7. The rental car must be in the technical condition required by law, e.g. having tyres appropriate for the season and the permissible degree of wear and tear, and with brakes and lights in order.
- 5.8. The rental car must be used for the purpose and to the extent permitted by the manufacturer..

### Exclusions from rental car deductible insurance

- 5.9. **Other damage covered by the insurance contract**  
LHV shall not compensate damage that is reimbursable on the basis of the contract of mandatory motor third party liability insurance or other insurance contract
- 5.10. **Use of the vehicle by a person who has not been named as a driver in the rental agreement**  
LHV shall not pay compensation when the vehicle was used in violation of the Terms and Conditions of the rental agreement, incl. when the vehicle was driven by the person not permitted to do so under the rental agreement.
- 5.11. **Participation in competitions and races**  
LHV shall not compensate damage caused by the use of a rental car in a competition or a race or in the practice thereof, regardless of whether it was lawfully arranged.
- 5.12. **Related persons**  
LHV will not compensate damage if the following person committed an intentional act of damaging the rental car, theft, robbery or attempts of those acts:
  - the insured person and/or his/her travel companion;
  - the legal possessor of the rental car, his or her representative, employee, or person under his or her guardianship;
  - the parent, child, grandchild, spouse, life partner, daughter-in-law, or son-in-law of the insured person or the legal possessor of the rental car;
  - person who lives with the insured person or the legal possessor of the rental car in a common household.
- 5.13. **Intoxication**  
In determining the state of intoxication, LHV proceeds from the limits permitted by the laws of the country where the insured event occurred.
  - LHV shall not compensate the damage if the driver of the rental car was intoxicated at the time of the traffic accident.
  - LHV shall not compensate the damage, if the driver consumed an intoxicating substance after the traffic accident, but before the state of intoxication was verified by the police or a medical facility, or who declined establishing the state of intoxication.
- 5.14. **Leaving the scene of the incident**  
LHV shall not compensate damage if the driver of the rental car leaves the scene after the incident, being in violation of the law.
- 5.15. **Use of a rental car off-road**
  - LHV shall not compensate damage which occurred in a territory closed to traffic (e.g. an airfield, a mine, a road construction area, etc.).

- LHV shall not compensate damage caused on a body of water outside an officially open ice road.
- LHV shall not compensate for damage caused in an area not intended for traffic if the damage is related to the characteristics of the area, including sinking into bogs and running into stumps on terrain.

#### 5.16. Driving in deep water

LHV shall not compensate damage if it was caused by water entering the rental car, its engine, or equipment because the vehicle was driven in deep water, e.g. in the event of a road flood.

#### 5.17. Illegal or incorrect fuel

LHV shall not compensate damage to the rental car engine caused by the illegal or incorrect use of fuel.

#### 5.18. Normal wear and tear, depreciation, and rusting

LHV shall not compensate damage caused by normal wear and tear, depreciation, or rusting of the rental car.

In addition to the exclusions listed in clauses 5.9–5.18, the restrictions mentioned in the clause "General Exclusions" also apply.

## Sports coverage

6. Insured events of sports cover are:

- being injured while engaged in the activities referred to in clause 2.17;
- the closure of an official sports track or facility due to weather conditions if the insured person had purchased a ticket to use it;
- the insured person's inability to use a sports track or a sports facility due to illness or injury, if he or she had purchased a ticket to use it;
- the theft of sports equipment, as well as its unexpected and sudden destruction or damage, including damage to the sports equipment in the possession or use of the insured person;
- sudden deterioration in the insured person's state of health or bodily injury which occurred during the activity described in clause 2.17 and for the treatment of which the insured person urgently needs medical care.

### Exclusions from sports cover

6.1. LHV shall not cover damage caused by the closure of a sports track or facility if the insured person purchased a ticket for its use after the information about the closure of that track or facility was published or after being informed of the occurrence of the event that caused the closure of that track or facility (including storm, avalanche or similar natural event) or after the occurrence of illness or injury.

In addition to the exclusions listed in clause 6.1, the restrictions mentioned in the clause "General Exclusions" also apply.

### Principles for the compensation of sports cover

- 6.2. The insurance benefit depends on the number of days the sports track or facility was closed due to the insured event or the number of days the insured person was unable to engage in sports due to illness or injury. The benefit is calculated separately for each insured person for whom a ticket was purchased. The amount of the benefit is up to € 50 per day per insured person.
- 6.3. In the event of theft, unexpected **destruction** or damage to sports equipment, LHV will compensate the insured person for the cost of repairing the item or, if it is not economically feasible or possible to repair the item, the market value of the item, but not more than € 500.
- 6.4. The market value of an object is deemed to be its market value in Estonia, except in the case of rented or leased objects, where the market value is deemed to be the amount claimed by the grantor or lessor.
- 6.5. If it is not possible to determine the market value of the item, the compensation shall be based on the purchase price of the item minus the decrease in the value of the item over time at a rate of 20% of the purchase price per year.

## Covid-19 cover

7. Covid-19 cover insured event is:
- an insured person contracting Covid-19 abroad;
  - cancellation or interruption of an insured person's journey due to Covid-19 infection or self-isolation imposed on him or her in Estonia or abroad.

### In the case of Covid-19 cover, LHV will reimburse the following costs:

- 7.1. reasonable medical assistance expenses up to the amount of the chosen medical assistance insurance;
- 7.2. in the event of trip cancellation, the cost of travel-related and unused services paid for but not reimbursed by the service provider (including travel and accommodation expenses, rental car costs) up to the sum insured of travel interruption insurance chosen;
- 7.3. in the event of quarantine during the trip, additional costs for accommodation and, if necessary, the cost of new return tickets, based on the amount of travel interruption insurance selected on the Policy, but not exceeding € 1500.

### Principles for the compensation for Covid-19 cover

- 7.4. LHV will reimburse the costs if the infection with Covid-19 has been medically confirmed or if the insured person has been formally referred for self-isolation during the trip due to illness or contact with an infected person, based on national legislation or a doctor's decision.

### Exclusions from Covid-19 cover

- 7.5. LHV shall not cover costs in the case of a loss event related to the insured person's travel documents not complying with the requirements due to a pandemic in the country of Covid-19 or other travel arrangements;
- 7.6. LHV will not reimburse the costs related to the Covid-19 test certificate and other documents required for travel;
- 7.7. LHV shall not reimburse costs incurred due to restrictions on border crossing in the country of destination or transit.

## General Exclusions

8. General exclusions are applied to all insured events.
- LHV ei hüvita kahju, kui tegu pole kindlustusjuhtumiga.
  - LHV shall not pay compensation in the absence of an insured event.
  - LHV shall not compensate the damage if the event that caused the damage was foreseeable.
  - LHV shall not reimburse any loss or expense that shall not meet the characteristics of a compensable loss or expense.
  - LHV shall not compensate any costs that the insured person would have made regardless of the insured event.
- 8.1. **Foreseeable event**  
LHV shall not provide compensation when damages were caused by circumstances that were known or foreseeable to the insured person before the beginning of the trip.
- 8.2. **Moral damage**  
LHV shall not reimburse moral, i.e. non-material damages.
- 8.3. **Incident occurred in Estonia**  
LHV shall not compensate the damage if the event that caused it took place in Estonia. This exclusion is not applied to travel interruption insurance in the cases specified in the Terms and Conditions.
- 8.4. **Activities of the insured person**  
LHV shall not pay compensation for damages, if:
- the insured person caused the insured event either intentionally or due to gross negligence;
  - the insured person caused the insured event when driving a vehicle they were not legally allowed to drive;
  - the damage was caused or contributed to by the fact that the insured person committed an intentional act that has the elements of a criminal offence;

- the Policyholder or the insured person presented inaccurate information to LHV.

#### 8.5. **Intoxication**

LHV shall not pay compensation if the insured event or damages were caused or partially caused by the insured person being intoxicated (incl. alcohol, illegal drugs) or the residual effects thereof.

#### 8.6. **Searching for the insured person**

LHV shall not cover the costs of searching for the insured person.

#### 8.7. **Damage compensable to another person**

- LHV shall not compensate damages paid under the Estonian or foreign motor third party liability insurance.
- LHV shall not compensate damages if the health insurance fund, another insurance provider, transport company, travel service provider or another person has already compensated the costs or made a decision on compensating the costs.

#### 8.8. **Strike and interruption of work (lock-out)**

LHV shall not compensate damage if it was caused by a strike or interruption of work (lock-out), of which the insured person was aware before the start of the trip. This exclusion shall not apply if the Policy has a note on the strike, natural disaster and insolvency cover.

#### 8.9. **Bankruptcy and insolvency**

LHV will not compensate damage if it was caused by the bankruptcy of the tour operator.

LHV shall not pay compensation when damages were caused by the bankruptcy or insolvency of a service provider involved in the trip. This exclusion shall not apply if the Policy has a note on the strike, natural disaster and insolvency cover.

#### 8.10. **Natural disaster**

LHV shall not pay compensation when damages were caused by an earthquake, landslide, avalanche, flood, forest fire, hurricane, tornado, volcano eruption, tsunami, except for the payment of travel interruption compensation when the trip was interrupted due to an evacuation.

This exclusion shall not apply if the Policy has a note on the strike, natural disaster and insolvency cover. This exclusion is also not used in the case of medical assistance insurance if the insured event occurred within 14 days of the start of the natural disaster and the insured person had arrived in the area of the natural disaster before the natural disaster started.

#### 8.11. **Pandemic, epidemic, and infection control measures**

LHV shall not pay compensation when damages were caused by a pandemic, epidemic, or an infection control measure implemented by the state, except for the payment of travel interruption compensation when the trip was interrupted due to an evacuation.

This exclusion shall not apply in the cases described in clause 7 ("Covid-19 cover") if the Policy has a note on Covid-19 cover. The exemption shall not apply to medical assistance insurance if the insured event occurred within 14 days after the outbreak of the pandemic or epidemic, or the implementation of infection control measures, and the insured person was already travelling before the aforementioned event.

#### 8.12. **War, armed conflict, insurgence, mass unrest**

LHV shall not cover damage caused by war or armed conflict, insurrection, revolution or mass disorder, except for the expenses described in clauses 1.81.-1.10 ("Interruption of travel due to state of emergency") and medical expenses, if the insured person did not participate in the above-mentioned activities and arrived in the area before the beginning of the emergency. Medical assistance insurance is valid for up to 14 days from the start of the emergency.

#### 8.13. **Terrorism**

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

- committed by one person or a group of persons acting independently or in association with an organisation; and
- the act is politically, religiously or ideologically motivated, incl. influencing the government or creating fear in the public for political, religious or ideological reasons.

LHV will not cover any loss or damage caused by terrorism, except for the costs described in clauses 1.8-1.10 ("Trip interruption due to emergency") and unavoidable medical expenses as a direct consequence of an act of terrorism.

**8.14. Other exclusions**

LHV shall not compensate damage if it was caused by:

- a nuclear weapon, nuclear energy, or radioactivity;
- the activities of the police, border guards, customs officers, or other public officials;
- seizure, detention, confiscation, or expropriation of property.

**Behaviour in the case of a loss event**

9. The insured person must, in the event of a loss event:

- 9.1. take measures to prevent or reduce further damage;
- 9.2. report the incident immediately by calling the emergency number if he/she suspects intentional action and/or criminal offence by a third party or in the case of fire or explosive device explosion, otherwise to the relevant competent authorities or persons;
- 9.3. notify LHV of the loss event as soon as possible after the occurrence of the loss event or becoming aware of it;
- 9.4. follow the instructions given by LHV;
- 9.5. provide LHV with information about the circumstances of the loss event and the possible perpetrator of the loss and allow LHV-access to the damaged item;
- 9.6. consider that to establish the circumstances of the loss event, LHV may demand from the insured person, inter alia:
  - 9.6.1. documents proving the expenses incurred due to the loss event;
  - 9.6.2. a certificate issued by the police in the case of theft, vandalism, and intrusion.

**General principles for the compensation of damage**

10. In the event of an insured event, LHV will compensate direct and justified expenses for the restoration or replacement of the insured items and other expenses on the basis of the following Terms and Conditions.
- 10.1. LHV will make a decision on the compensation of direct damage within ten working days of receiving all the necessary information on the loss event and the amount of damage. If, for reasons beyond LHV's control, it is not possible for LHV to determine the full amount of the damage, LHV will first compensate the part of the damage, the extent of which is clear. LHV may extend the term for making a decision on compensation for damage for good reason.
- 10.2. The right to receive the insurance benefit is held by the insured person or a company providing a service to them, e.g. travel agencies, medical facilities, etc.
- 10.3. In the case of damage to property (baggage damage), LHV will determine the method of compensation, which may be repair or replacement of the damaged item with an equivalent item, or financial compensation, and LHV may choose the repairer or the place from which the equivalent item will be purchased in case of replacement.
- 10.4. LHV has no obligation to compensate the value of the remaining part of the insured object. If LHV reimburses the costs of replacing the insured object, LHV has the right to the ownership of the replaced object.
- 10.5. If the insured person wishes to retain the ownership of the destroyed object, LHV will reduce the insurance benefit by the value of the object after the insured event.
- 10.6. Other costs specified in the Terms and Conditions shall be reimbursed by LHV on the basis of a document certifying the amount of the respective costs to a reasonable and justified extent..

**Obligations of the insured person**

11. The insured person is obliged to:
  - 11.1. notify LHV of the loss event as soon as possible after the occurrence of the loss event or becoming aware of it;
  - 11.2. do everything in their power to prevent the insured event and reduce possible damage, to avoid the possible increase of the insured risk and not to allow the persons who use the insured property to increase the insurance risk;
  - 11.3. upon the return of the stolen or robbed object, after LHV has paid the insurance benefit for that object, hand over the object to LHV or return the insurance benefit paid for that object;

- 11.4. surrender durable goods (items intended for long-term use, including clothing, footwear and sports equipment) purchased as a result of baggage delay to LHV if LHV so requests;
- 11.5. return the insurance benefit paid to him or her to LHV if, after indemnification of the damage, circumstances precluding indemnification by LHV become apparent or if the damage is compensated by a third party;
- 11.6. enable LHV to investigate the circumstances of the insured event in order to identify the amount of the loss and the persons responsible for the loss and, if necessary, to involve experts to determine the circumstances of the insured event;
- 11.7. in the event of a claim, provide LHV with accurate and complete information about the circumstances of the claim, the amount of the claim and the persons who may be liable;
- 11.8. submit documents and written explanations to LHV in the event of a claim and answer LHV's questions. If copies of documents have been submitted to LHV, LHV has the right to request the original documents;
- 11.9. LHV has the right to receive the source documents and information related to the loss event from third persons..

## Obligations of LHV

- 12. LHV shall be required to:
  - 12.1. start handling the insured event immediately after receiving the notice of loss, and determine the amount of indemnifiable loss;
  - 12.2. after receiving the notice of loss, inform the insured person of which documents must be submitted to LHV in order to determine the cause and amount of the loss;
  - 12.3. make a decision on compensation for damage or refusal to do so no later than within ten working days after the receipt of all required documents and determination of the amount of damage and the circumstances of its occurrence;
  - 12.4. compensate the damage caused due to the insured event or pay the agreed amount of money or the insurance benefit in one or more parts, or fulfil the conditions in another agreed manner. LHV shall pay the insurance benefit within a reasonable time after the completion of the claims handling operations and the indemnification decision. If LHV delays the performance of a financial obligation, it is required to pay default interest at the rate provided in the Law of Obligations Act ;
  - 12.5. in the event of an obligation to pay compensation for loss or damage, to reimburse, inter alia, the necessary expenses incurred by the insured person in establishing the loss or damage and determining the amount thereof. LHV shall not have to compensate the insured person for the costs of hiring an expert or adviser if the insured person was not obliged to hire an expert or adviser according to the conditions;
  - 12.6. refuse to pay the insurance benefit if the payee is subject to a corresponding restrictive international financial sanction established on the basis of UN resolutions or the relevant legislation of the European Union or the Republic of Estonia.

## Release of LHV from enforcement obligation

- 13. LHV has the right to refuse to compensate or reduce the insurance benefit if:
  - 13.1. the insured person has intentionally submitted false or misleading information to LHV or failed to submit important information concerning the material circumstances of the loss event;
  - 13.2. it is an event, as a result of which the damage caused is not compensated on the basis of the conditions;
  - 13.3. the damage has occurred to the objects that are not insured under the conditions;
  - 13.4. the insured person has not complied with a safety requirement or obligation set out in the conditions and there is a causal link with the occurrence of the damage;
  - 13.5. the occurrence of the damage is related to an unlawful act committed by the insured person;
  - 13.6. if the payee is subject to a relevant international financial sanction imposed by the Office of Foreign Assets Control (OFAC) under the relevant US legislation or by HM Treasury under the relevant UK legislation.

## Termination and cancellation of and withdrawal from insurance contract

### 14. The insurance contract ends:

- 14.1. at the end of the insurance period;
- 14.2. in the event of cancellation of the insurance contract;
- 14.3. in the event of withdrawal from the insurance contract;
- 14.4. by agreement between the Policyholder and LHV;
- 14.5. on other bases provided for in legislation..

### 15. Cancellation of insurance contract

LHV has the right to cancel the insurance contract, subject to the cancellation deadlines prescribed by law, if:

- 15.1. the Policyholder has not fulfilled the insurance contract, including by failing to pay the premium on time;
  - 15.2. the Policyholder has intentionally provided LHV with false information about the insurance contract and/or the circumstances of the insured event;
  - 15.3. an insured event has occurred and LHV has made a decision to compensate or refuse compensation;
  - 15.4. the insurance risk has increased, including if it has increased independently of the Policyholder and the Policyholder shall not agree to modify the insurance contract retroactively from the date of the increase of the insurance risk;
  - 15.5. other grounds for termination of the insurance contract provided for in the legislation appear.
- The parties have the right to terminate a multi-travel insurance contract by giving at least 45 days' notice before the end of the current insurance period. A contract of multi- travel insurance can only be extraordinary cancelled by agreement between the parties.

### 16. Withdrawal from insurance contract

- 16.1. LHV has the right to withdraw from the insurance contract if the Policyholder has failed to notify LHV of material facts affecting the insurance risk when concluding the insurance contract and/or has knowingly provided false information (including deliberately avoided reporting a material fact). LHV may withdraw from the insurance contract within one month after it became aware, or should have become aware, of the Policyholder's failure to comply with the notification obligation.
- 16.2. If the Policyholder fails to pay the premium after the insurance contract has been concluded, LHV may withdraw from the insurance contract until the premium is paid. If the premium paid is less than the amount to be paid indicated on the Policy, the premium is deemed not to have been paid. If LHV fails to bring an action to recover the premium within three months of the date on which the premium became due, LHV will be deemed to have withdrawn from the insurance contract.
- 16.3. If the insurance contract has been concluded by means of distance communication, the Policyholder has the right to withdraw from the insurance contract within 14 days of its conclusion. The Policyholder must submit an application for withdrawal to LHV in a form that can be reproduced in writing. In the event of withdrawal, LHV will refund the premium paid by the Policyholder. If LHV has provided immediate cover to the Policyholder, the Policyholder has no right of withdrawal.
- 16.4. If the insurance contract has been cancelled or withdrawn from, the parties to the insurance contract will no longer have any obligations under it from the date of termination. The rights and obligations of the parties, including the Policyholder's obligation to pay premiums to LHV, apply until the termination of the insurance contract.

## Underinsurance, overinsurance and multiple insurance

- 17. If the sum insured specified in the Policy is less than the insurable value at the time of the insured event, LHV is liable for the loss in proportion to the ratio of the sum insured to the insurable value at the time of the insured event (underinsurance).
- 18. If the sum insured specified in the Policy significantly exceeds the insurable value, LHV will indemnify the actual amount of loss (overinsurance).

19. If the insured person insures the same insurance risk with several insurers and the total amount of insurance benefits paid by the insurers exceeds the amount of the loss or the sum insured exceeds the insurable value, the insurers are jointly and severally liable (multiple insurance).

### **Submission of notifications**

20. All notices necessary to comply with the conditions shall be provided in a form that can be reproduced in writing.

### **Processing of personal data**

21. LHV has the right to process personal data related to the conditions on the basis of LHV's customer data processing principles and to disclose information related to the conditions to a third party whose right to receive information arises from LHV's customer data processing principles.
22. LHV has the right to preserve the recordings received by means of communication or other means in connection with the fulfilment of the conditions and, if necessary, use them to prove the declarations of intent submitted by the insured person.

### **Supervision and settlement of complaints**

23. LHV's activities are supervised by the Financial Supervision Authority, Sakala 4, 15030 Tallinn. The insured person has the right to file a complaint against LHV with the Financial Supervision Authority (phone 668-0500, e-mail info@fi.ee, website www.fi.ee). The Financial Supervision Authority shall not resolve contractual disputes between LHV and the insured person.
24. All disputes shall be settled by agreement of the parties on the basis of the Terms and Conditions and the legislation of the Republic of Estonia.
25. The out-of-court dispute resolution bodies are the Conciliation Body of the Estonian Insurance Association, Mustamäe tee 46, 10621 Tallinn (phone 667-1800, e-mail lepitus@eksl.ee) and the Consumer Protection and Technical Surveillance Authority, Endla 10a, 10122 Tallinn (phone 667-2000, e-mail info@ttja.ee).
26. If no agreement is reached, the parties have the right to apply to the county court.

### **Law applicable to the terms and limitation of claims arising from the terms**

27. These Terms and Conditions are governed by Estonian law.
28. The limitation period for claims arising from the Terms and Conditions is three years. The limitation period shall run from the end of the calendar year in which the claim becomes due.

### **Inconsistencies in the documents of Terms and Conditions**

29. If the Terms and Conditions have been translated into a foreign language, their interpretation shall always be guided by the Terms and Conditions in Estonian, in the case of a dispute.