

# Coop Pank's settlements package travel insurance terms and conditions

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# Content

- Table of sums insured ..... 3
- Sums insured and indemnity limits ..... 3
- Parties to the insurance contract ..... 3
- Insured person and their Home Country ..... 3
- Trip ..... 4
- Validity of insurance ..... 4
- Insurance validity area ..... 4
- Medical assistance insurance ..... 4
- Medical assistance insurance exclusions ..... 6
- Luggage insurance ..... 7
- Luggage insurance exclusions ..... 8
- Travel interruption insurance ..... 8
- Travel interruption insurance exclusions ..... 10
- Liability insurance ..... 11
- Costs of legal assistance insurance ..... 11
- Liability insurance and costs of legal assistance insurance exclusions ..... 11
- Telephone calls and e-messages to if from a foreign country ..... 12
- General exclusions ..... 12
- General instructions for loss event ..... 14
- Insurance indemnity ..... 14
- Breach of the insurance contract ..... 15
- Sending notices ..... 15
- If's obligation to notify of the change of data ..... 15
- Expiry, termination or amendment of the insurance contract ..... 15
- Settlement of disputes and applicable law ..... 15

# Coop Pank's settlements package travel insurance terms and conditions

Travel insurance can be selected by a client using a settlement package (hereinafter referred to as the 'settlements package') indicated in the Coop Bank price list. Below you can find the travel insurance terms and conditions. Please take time to read them carefully! The table below sets forth the maximum sums of sums insured and indemnity limits that If indemnifies in case of an insurance event. If the actual damages are smaller, these amounts shall be taken as the basis.

Safe travels!

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

## Sums insured and indemnity limits per insured person

Insurance cover	Sum insured	Indemnity limit	Reference to article of insurance terms and conditions
<b>Medical assistance insurance</b>	€500,000		20 - 56
-including dental care		€500	24
-including daily costs of a travel -companion staying with the insured		€100	30
-including medical equipment		€500	33
-expecting mother		insurance valid until week 27	26

## Sums insured and indemnity limits per family

<b>Luggage insurance</b>	€1,000		57 - 84
- including per one item		€500	72
- including lateness of luggage over 4 hours		€1,000	75
- including cost of replacement documents		€100	73
<b>Travel interruption insurance</b>	€2,000		85 - 120
- including changing the flight tickets		€150	108 - 109
- including lateness of the departing plane by over 4 hours		€500, (€40 per hour from the 5 <sup>th</sup> hour)	98
<b>Liability insurance</b>	€10,000		121-124
<b>Legal assistance insurance</b>	€10,000		125
including bail		€5,000	126
<b>Телефонные звонки и короткие сообщения из-за рубежа</b>	€200		138

## Sums insured and indemnity limits

1. If shall not indemnify more than the sum insured of the respective insurance cover set out in these insurance terms and conditions for all insurance events of the same trip, whereas the indemnity for one insurance event may also be limited with the indemnity limit.
2. Indemnity limits are included in the respective sum insured. The indemnity limits are not added to the sum insured.
3. Sums insured and indemnity limits shall be applicable as follows:
  - 3.1. for medical assistance insurance they shall be applicable for each insured person and each trip;
  - 3.2. for other insurance covers, they shall be applicable for each family and each trip covered with insurance according to the table above.

## Parties to the insurance contract

4. Parties to the insurance contract shall be the policyholder **Coop Pank AS**, registry code 10237832, address Maakri 30, 10145 Tallinn, email: info@coopbank.ee (hereinafter referred to as the 'policyholder') and the insurer **If P&C Insurance AS** (hereinafter referred to as 'If'), registry code 10100168, address Lõotsa 8a, 11415 Tallinn, email info@if.ee.

## Insured person and their Home Country

5. Insured persons (hereinafter referred to as the 'insured') shall be the persons using the Settlements Package who have concluded the agreement with the insurer for the payment of expenses related to travel insurance (hereinafter referred to as the 'Agreement') and their family members.
  - 5.1. A family shall be the person using the Settlements Package and their spouse, domestic partner and children travelling together with them.

- 5.2. The insurance shall be valid for the person using the Settlements Package, their spouse or domestic partner who at the time of the occurrence of the insurance event are younger than 80 years, and children younger than 22 years.
6. Insurance shall not be applicable for persons listed in Articles 5.1. and 5.2. if they are travelling separately from the person using the Settlements Package.
7. Home country shall be the country of permanent residence of the insured.

## Trip

8. A trip is the insured's travelling from their Home Country to another country with the aim of staying there temporarily. Trips inside the Home Country are not insured.
9. A trip commences when the insured crosses the border of their Home Country with the aim of travelling to another country.
10. A trip ends when the insured crosses the state border of their Home Country with the aim of returning to their Home Country.
11. Insurance shall be applicable only for trips starting from the Home Country.

## Validity of insurance

12. Insurance shall be valid during the first 90 days of each trip.
13. Insurance shall not be valid for the events that occur after 90 days have passed since the beginning of the trip, except in case of extraordinary extension of the insurance cover under the terms and conditions set out in the next Article.
14. If due to an insurance event, the insured is still abroad on the 90th day of the trip, the insurance cover shall be automatically extended by 48 hours.
15. The insurance cover shall start on the date following the date of entry into force of the Agreement, taking into account the provisions of Articles 12 to 14.
16. Insurance cover shall expire in the following manner:
- 16.1. upon expiry of the Agreement due to expiry of its term;
  - 16.2. on the last day of the calendar month of the premature termination of the Agreement if the Agreement is terminated prematurely before the tenth day of the respective calendar month;
  - 16.3. on the last day of the calendar month following the calendar month of premature termination of the Agreement if the Agreement is terminated prematurely on the tenth day or a later date of the respective calendar month.
17. If the insurance contract is amended, it expires or is terminated, the policyholder shall inform the persons using the settlements package covered with the insurance two months in advance.

## Insurance validity area

18. This insurance is valid across the world, except in cases set out in the following Article.
19. The insurance is not valid in Russia, Belarus and Ukraine. This insurance shall not be valid in the insured's Home Country, except for travel cancellation insurance cover (see Art. 88 - 89)

## Medical assistance insurance

20. Medical assistance insurance event shall be the following, which has occurred to the insured in a foreign country:
- 20.1. unexpected deterioration of the health status that starts or the first symptoms of which occur during the validity of insurance;
  - 20.2. death during the insurance period.
21. Medical assistance insurance is valid also if the medical assistance insurance event was caused by
- 21.1. war, armed conflict, terrorism, mass disorder or any other similar extensive violation of public order;
  - 21.2. natural disaster;
  - 21.3. epidemic, pandemic.
22. The insurance cover set out in the previous Article shall be valid only if the trip had already started by the time of occurrence of the event set out in Articles 21.1-21.3 and the insurance event occurred within up to 14 days after the occurrence of the event set out in the previous article.

## Medical treatment expenses and prescription medicinal products

23. It shall indemnify the costs incurred during a trip as a result of medical assistance insurance event on prescription medicines and medical treatment costs if the prescription medicines were purchased and/or medical treatment was administered outside the Home Country within 60 days from the insurance event.

## Dental care

24. In case of medical assistance insurance event It shall indemnify the cost of treatment of an unexpected toothache, including medicine with the indemnity limit of up to €500 only for the following procedures:
- 24.1. opening of the source of inflammation;

- 24.2. cleaning of the root canal;
- 24.3. temporary filling;
- 24.4. pulling of tooth;
- 24.5. costs of emergency dental care required as a result of an accident (e.g. falling).

25. If shall not indemnify planned dental care.

### **Expecting mother**

26. In case of medical assistance insurance event, If shall indemnify cost of emergency medical assistance required for unexpected complications during the first 27 weeks of pregnancy.
27. An unexpected pregnancy complication shall be premature birth during the 27th week of pregnancy.
28. If pregnancy has lasted for more than 27 weeks, If shall not indemnify costs arising from pregnancy complications, including giving birth.
29. If shall not indemnify costs arising from giving birth, related complications, puerperium treatment or care, except in cases set out in Article 26. The exclusion applies to costs related to the mother as well as the child.

### **Travel companion staying with the insured**

30. In case of medical assistance insurance, If shall indemnify additional reasonable accommodation costs in a foreign country and the transport costs for returning to Home Country of one travel companion who stays with the insured who has fallen ill, sustained an injury or died, as well as those of the minor children of the ill or injured insured, if it is essential (e.g. a mother stays with her child). The costs are indemnified from the insured's medical assistance sum insured but only to the extent of €100 per day.
31. If shall have the right to request a medical certificate on the essential nature of staying with the ill or injured insured.
32. If shall not indemnify the transportation and accommodation costs of the travel companion accompanying the insured to the extent that they should have incurred if the insurance event had not occurred.

### **Prosthetics, glasses, hearing aids, crutches and wheelchairs**

33. If shall indemnify the cost of repairing or replacing the prostheses, hearing aid or glasses of the insured broken as a result of a medical assistance insurance event in the amount of up to €500 per each insurance event.
34. If shall indemnify expenses arising from the medical assistance insurance event in a foreign country for purchasing crutches and renting a wheelchair etc.

### **Death of the insured**

35. If shall indemnify for the medical assistance insurance event:
- 35.1. the cost of burial or cremation of the insured in a foreign country;
  - 35.2. the cost of repatriation of the insured's body to the Home Country.
36. If must be called in order to arrange the insured's burial, cremation in a foreign country or repatriation of the insured's body to the Home Country.
37. If shall not indemnify the cost of travelling to the insured, travel cost (transport, accommodation etc.) of persons participating in the insured's funeral or cremation ceremony or wake costs.

### **Transport costs**

38. In case of medical assistance insurance, If shall indemnify:
- 38.1. the insured's transport costs for medical assistance at the destination of the trip or in the transit country;
  - 38.2. the cost of bringing the insured who is seriously ill or injured to Home Country. The doctor who is approved by If shall decide if and when bringing the insured to the Home Country is possible and necessary and shall determine the means of transportation for that.
39. If must be called to organise the bringing of the insured to the Home Country.

### **Medical documents**

40. Based on the medical assistance insurance, If shall indemnify formalising, copying and sending of medical documents if it is necessary for loss adjustment. If shall not indemnify accommodation and transport costs related to obtaining the documents.

### **Actions in case of medical assistance insurance event**

41. If in case of an insurance event the insured requires medical assistance that is not hospitalisation, he or she may go directly to a licenced medical institution. If the insured is unsure which medical institution he or she should go to, they may call If to arrange the treatment.
42. If in case of an insurance event the insured requires hospitalisation, he or she must immediately call If.
43. In case of medical assistance insurance event, If shall organise the insured's hospitalisation, bringing back to Home Country, burial or cremation in a foreign country. If shall indemnify the cost of the aforementioned services only if they have been previously approved by If.

## Evidence in medical assistance insurance event

44. To apply for indemnity, documents necessary for loss adjustment and making the decision must be submitted:
- 44.1. a notice regarding the occurrence and circumstances of the insurance event, and the application for insurance indemnity;
  - 44.2. medical certificate containing the diagnosis;
  - 44.3. invoices for prescription medicines, treatment and transport.
45. If has the right to request submission of additional evidence (e.g. regarding the time stayed in a foreign country, previous health file etc.).

## High risk activities, including sports

46. This medical assistance insurance shall not be valid for high risk activities. The following shall be considered high risk activities:
- 46.1. any competitive sport, including preparations for competitions, participating in training camps;
  - 46.2. snowboarding, mountain skiing, slalom outside the marked trails of winter sports centres;

Example. Mountain skiing, snowboarding and slalom at official ski resorts on marked trails is insured.

- 46.3. diving deeper than 20 m, offshore sailing, water motor sports (riding a jet ski, towing any equipment with a jet ski), rafting, water skiing, kite surfing;

Example. Surfing on a surfboard (that is not kite surfing) is insured.

- 46.4. auto or motor sports, driving an ATV, participating in motor vehicle trainings, tests, rallies, carting, snow mobile, motorcycle sports;
  - 46.5. aviation sports such as delta- and para- and sailplanerism, ballooning;
  - 46.6. areas of activity that require using special equipment such as alpinism, ice, rock, wall and mountain climbing;
  - 46.7. expeditions, hikes higher than 3,500 m above sea level;
  - 46.8. independent trips, expeditions to rainforests, deserts, tundras, arctic areas, virgin forests etc.;
  - 46.9. extreme sports, including bicycle down-hill, bicycle tricks, BMX, skateboard tricks, free-ride, heli-skiing etc.;
  - 46.10. skydiving and bungee jumping; sport sledding, ski jumping, speed skiing
  - 46.11. martial arts or self-defence related sports such as karate, judo, boxing, kickboxing and Muay Thai, wrestling etc.;
47. High risk activities are also other activities comparable to those above (including extreme sports) during which there is an increased risk to get lost, become ill, die or sustain injuries.

## Physical paid work

48. Medical assistance insurance shall be applicable for work and service, except the following cases. Medical assistance insurance shall not be applicable for working in the following high risk jobs:
- 48.1. professional athlete, stuntman/woman;
  - 48.2. miner, drill tower employee;
  - 48.3. fisherman, ship worker, diver;
  - 48.4. flight crew member;
  - 48.5. police officer, security guard, rescue worker, person involved in mine clearance;
  - 48.6. truck driver;
  - 48.7. active service member of the military service, border guard employee;
  - 48.8. participant in military activities, training or exercises, participant in military missions, including observer or engaged in other work;
  - 48.9. any work, profession or activity for the performance of which the insured carries an arm or handles explosives.

## Medical assistance insurance exclusions

NB! Please read also general exclusions as they are applicable also for medical assistance insurance.

## Expenses made in the Home Country

49. If shall not indemnify expenses made in the Home Country even if the expenses arise from an insurance event that occurred in a foreign country.

## Expenses related to illnesses that started or injuries that were sustained before the beginning of the trip

50. If shall not indemnify medical treatment expenses related to an illness that started before the trip or injury sustained before the trip. This exclusion shall not be used for first aid provided in the event of life-threatening worsening of a chronic illness.

## Expenses related to planned treatment

51. If shall not indemnify the expenses of planned treatment, including plan cosmetic operations.

## Pregnancy, childbirth

52. If shall not indemnify expenses arising from childbirth, related complications as well as postpartum treatment or care, except essential medical care in a foreign country arising from unexpected complications related to pregnancy during the first 27 weeks of pregnancy (see Art. 26). The exclusion shall be applicable for expenses related to the mother as well as the child.

## Exclusions related to the insured's return to their Home Country

53. If shall not indemnify the cost of returning to the Home Country if the insured returned from the trip on their own initiative without informing If or ignored the doctor's instructions upon returning to the Home Country.
54. If a doctor approved by If considers repatriation to the Home Country possible, but the insured who is ill or injured refuses to do so, If shall not indemnify any further damages.
55. If a doctor approved by If does not consider repatriation to the Home Country possible due to medical reasons, If shall not indemnify the cost of repatriation to the Home Country.

## Other exclusions

56. If shall not indemnify expenses:
  - 56.1. that are not unavoidable;
  - 56.2. made for procedures and services without the prescription of a doctor;
  - 56.3. on medicines purchased without prescription;
  - 56.4. on rehabilitation;
  - 56.5. on non-medical or alternative medicine practices;
  - 56.6. on treatments that were administered by a person not authorised to treat;
  - 56.7. on tattoos, tattoo removals or complications thereof;
  - 56.8. on diagnosing and treatment of psychological or behavioural disorders, such as depression;
  - 56.9. on diagnosing and treatment of venereal diseases, HIV and AIDS;
  - 56.10. on vaccination, except vaccination for the treatment of a medical assistance insurance event.

## Luggage insurance

57. Luggage insurance event shall be the following that has occurred to the insured luggage:
  - 57.1. theft or robbery in a foreign country;
  - 57.2. lateness in a foreign country for more than 4 hours through the fault of a transportation company;
  - 57.3. damages through the fault of a transportation company;
  - 57.4. loss through the fault of a transportation company.
58. Insured luggage shall be items that the insured has brought along to the trip, except the items listed in the next article.
59. Luggage insurance shall not be valid for:
  - 59.1. tickets, money, securities, bank cards;
  - 59.2. items made of glass, clay or porcelain;
  - 59.3. glasses, sunglasses, contact lenses;
  - 59.4. tools and parts thereof;
  - 59.5. food, drinks;
  - 59.6. goods and samples for sale;
  - 59.7. documents such as manuscripts, drawings, photos, advertising and training material. Luggage insurance shall be valid for identity documents, visas and vaccination records (see Art. 73);
  - 59.8. software and databases;
  - 59.9. motor vehicles, trailers, boats, their spare parts, accessories;
  - 59.10. plants, including seeds, bulbs, rhizomes;
  - 59.11. animals, including birds, insects, amphibians, reptiles;
  - 59.12. items the bringing of which to Estonia is illegal.

## Safety requirements for the storage of luggage

60. Luggage must be stored in a locked room or in a manner that ensures its reasonable and sufficient safekeeping.
61. Items left in a vehicle must be placed or covered in a manner that they do not attract attention. When leaving the vehicle, all windows and the sun roof must be closed, doors locked and anti-theft devices must be switched on.
62. Items must not be left in the vehicle overnight.
63. Items that were located in the open or tarp-covered box of a vehicle, unlocked roof box, luggage box or luggage bag of a motorcycle shall not be subject to indemnification.
64. Bicycles must be locked with a lock to a solid basis for the period during which it is left unattended.
65. The following items must be under uninterrupted and direct surveillance of the insured, in the safe or guarded storage room of an accommodation provider:
  - 65.1. electronic devices;
  - 65.2. firearms;
  - 65.3. musical instruments;
  - 65.4. valuables, watches, works of art and antiquities;
  - 65.5. collections;
  - 65.6. identity documents, visas, vaccination records.
66. Items listed in the previous article must be transported in hand luggage. They must not be given for transportation in the luggage room of an aircraft, ship, bus or train, or left in an unattended vehicle. Firearms and musical instruments may be transported outside the hand luggage according to the rules established by the carrier.

## Indemnification of luggage damages

67. If it is reasonable to repair the damaged item, If shall indemnify the cost of repairs. If shall not be obliged to arrange the restoration of the property.
68. If the luggage has been stolen, robbed, lost through the fault of the transportation company or repairing it is not reasonable, If shall indemnify the market value of the item in the Home Country.
69. If the market value of the item cannot be determined, the indemnity shall be determined on the basis of the purchase price of the item. Decrease in the value of the item in time shall be deducted from the purchase price at the rate of 20% of the purchase price per year.
70. If If has indemnified the luggage and the luggage is found, the policyholder must notify If of the finding of the luggage at the first opportunity.
71. In case of indemnification If shall have the right to request transfer of the remains of the items or the replaced items or the right to request. Until transfer, If shall have the right to suspend payment of the indemnity or decrease the indemnity by the market value of the remains of the items or replaced items.

## Indemnity limits

72. If shall indemnify up to 50% of the luggage insurance sum insured for one item (indemnity limit for one item). The aforementioned indemnity limit shall not be valid for indemnifying the suitcase and travel bag.
- Example. A tablet that cost €800 euros was robbed from the insured. Luggage insurance sum insured is €1,000. If shall indemnify €500 for the tablet, which is 50% of the sum insured.
73. Indemnity limit for obtaining a replacement document for an identity document, visa or vaccination record shall be €100.
74. Indemnity limit for the absolutely necessary items in the event of lateness of luggage shall be up to €1,000 (see Art. 75).

## Absolutely necessary items in late luggage

75. If luggage is delayed in a foreign country through the fault of the transportation company by more than 4 hours, If shall indemnify the cost of purchasing or renting the items that are absolutely necessary for the trip that were in the delayed luggage. The aforementioned indemnity limit for the expenses shall be €1,000. If shall not pay indemnity for medicines, food, beverages and tobacco products.
76. If shall not pay for the absolutely necessary items that were purchased in the Home Country.
77. If shall not pay for the absolutely necessary items if the luggage was late in the Home Country and/or abroad upon returning to the Home Country.

## Actions in case of luggage damages

78. If luggage damages occur, the party responsible (transportation company, hotel etc.) must be contacted first and an application for the compensation of damages must be submitted.
79. If luggage is delayed, evidence must be submitted regarding the lateness of luggage and the invoices on purchasing or renting of absolutely necessary items.
80. If luggage damages were caused through the fault of transportation, accommodation company or any other provider of storage services, certificate issued by that company with the reasons for the luggage damages must be submitted to If.
81. The police shall be immediately informed of the theft or robbery of luggage. The police certificate regarding the circumstances of the event must be submitted to If.
82. If shall have the right to request submission of additional evidence, such as invoices for the repairs of items, photos, additional explanations etc.

## Luggage insurance exclusions

NB! Please read also general exclusions as they are applicable also for luggage insurance.

83. If shall not indemnify damages that were caused:
- 83.1. upon contact of items with liquids in luggage;
  - 83.2. as a result of leaving luggage unattended, losing or forgetting it.
84. If shall not indemnify damages that were caused as a result of items of glass, porcelain, ceramics or any other fragile material breaking, including damages that were caused to other items.

## Travel interruption insurance

85. Travel interruption shall be cancellation of a trip, travel interruption related to the means of transportation or trip interruption caused by the reasons described below.
86. In the event of travel interruption insurance event, If shall indemnify the costs set out in the insurance terms and conditions if they have been incurred for the insured, irrespective of who incurred the costs.



87. If several persons have incurred costs jointly, for example, five friends rented a house, upon calculating the indemnity, If shall rely on the fact that the jointly made costs are divided equally between the participants.

## **Cancellation of trip**

88. Cancellation of a trip shall be an insurance event if the insured cannot go on a trip from the Home Country or returns to the Home Country within 24 hours from the beginning of the insurance period the reasons for it being:

88.1. unexpected illness, bodily injury or death of the insured;

88.2. unexpected illness, bodily injury or death of the travel companion of the insured with whom they planned to travel;

88.3. life-threatening condition, serious bodily injury or death of a person close to the insured;

88.4. sudden and unforeseen damages caused to the insured's property in the Home Country if the presence of the insured is unavoidable.

89. In the event of cancellation of a trip, If shall indemnify the cost of the unused services related to that trip (transport costs, accommodation, concert tickets etc.) that the service provider does not refund to the insured.

## **Travel interruption related to means of transportation**

90. Travel interruption insurance event related to means of transportation shall be unavoidable deviation from travel plan as a result of the following events:

90.1. delay in or cancellation of the departure of scheduled service route transport, charter flight or coach as a result of bad weather conditions, technical failures or traffic accidents provided that the ticket for the delayed or cancelled transport had already been purchased or booked;

90.2. missing a scheduled service route transport due to overbooking provided that the ticket for that transport had already been purchased or booked;

90.3. vehicle participating in a traffic accident;

90.4. breaking of a tyre of a vehicle;

90.5. emergency landing of an aircraft;

90.6. delayed luggage outside the Home Country through the fault of the transportation company.

91. If shall not indemnify if the travel interruption related to the means of transportation was caused by a circumstance not listed above, such as incorrectly planned travel schedule etc. NB! General exclusions, including epidemic, pandemic, contagious disease control measures exclusions shall also apply. (See Art. 155; 161.4).

92. In case of travel interruption insurance event related to means of transportation, If shall indemnify the additional reasonable transportation and accommodation costs necessary for continuing the trip. Other costs shall not be indemnified.

93. If a travel interruption insurance event related to means of transportation occurs within 24 hours from the beginning of the travel and the insured does not wish to continue travelling, If shall indemnify the cost of the unused services related to this trip, which is not refunded to the insured.

## **Delay of flight by 4 hours or more**

94. An insurance event shall be delay of a flight during air travel.

95. For the purposes of chapter "Delay of flight by 4 hours or more", air travel shall mean a trip planned by the insured with a plane from the Home Country to the destination of the trip in a foreign country and/or returning with a plane to the Home Country from the destination located in a foreign country.

95.1. For the purposes of this chapter, if the insured has been in one and the same foreign country for over 24 hours according to the initial travel plan, air travel from that country to the final destination of the trip in a foreign country shall be considered as separate air travel.

96. For the purposes of this chapter, delay of flight shall mean that the insured was late to the final destination of the trip by at least 4 hours compared to the initial schedule indicated on the purchased flight ticket.

97. Delay of a flight shall not be an insurance event if it was caused by:

97.1. travel restrictions or other measures imposed by authorities that were known to the insured or had to be known to the insured before purchasing the flight tickets;

97.2. circumstances that are not related to the activities of the flight company or airport, e.g. the insured is late to the airport etc.;

97.3. the fact that there is too little time for transfer between flights (please ask for information from the airport or travel company);

97.4. any travel interruption as a result of which the insured does not reach the airport of the final destination;

97.5. cancellation of flight by the flight company at least 12 hours before the planned departure.

98. In case of an insurance event, If shall pay indemnity from the 5th delayed hour (5th hour included) 40 euros for each delayed hour, but not more than €500 in total.

99. Duration of the delay of a flight shall be considered from the time when the insured would have had to arrive at the airport of the final destination according to the schedule of the initial flight ticket. If shall pay indemnity only for full hours.

**Example.** According to the flight ticket schedule, the plane should have arrived at the airport of the final destination on 12 October at 13:20. There was an insurance event. The flight arrives at the airport of the final destination of the trip on 12 October at 21:55. The flight was delayed by 8 hours and 35 minutes. If shall pay indemnity for 5 hours in the amount of €200.

## Trip interruption

100. Trip interruption shall be an insurance event if the insured must return from the trip before the scheduled time as a result of the following events that occur during a trip that takes place during the insurance period:
- 100.1. life-threatening condition, serious bodily injury or death of a family member who travels together with the insured or a travel companion;
  - 100.2. life-threatening condition, serious bodily injury or death of a person close to the insured who is in the Home Country;
  - 100.3. sudden and unforeseen damages caused to the insured's property in the Home Country if the presence of the insured is unavoidable;
  - 100.4. robbery, theft, destruction of or damages to the identity document, visa or vaccination record of the insured.
101. Trip interruption insurance event shall not be the interruption of a trip due to the fact that the insured fell ill, sustained a bodily injury or died during the trip. The related conditions for indemnification are set out in the chapter concerning medical assistance insurance.
102. In case of trip interruption insurance event, If shall indemnify the additional transportation and accommodation costs that were incurred in a foreign country in relation to returning to the Home Country. Other costs shall not be indemnified.

## Trip interruption due to evacuation

103. Trip interruption shall be an insurance event if the insured is evacuated to the Home Country as a result of the following events that occur during a trip that takes place during the insurance period:
- 103.1. war, armed conflict, terrorism, mass disorder or any other extensive violation of public order;
  - 103.2. natural disaster;
  - 103.3. epidemic, pandemic or outbreak of a disease.
104. In case of the aforementioned insurance event, If shall indemnify additional transportation or accommodation costs that were incurred in a foreign country in relation to returning to the Home Country within 14 days from the occurrence of the event indicated in Article 103. Other costs shall not be indemnified.
105. If shall not arrange evacuation of the insured. The insured shall rely on the instructions of the authorities of the local country and Home Country (e.g. Ministry of Foreign Affairs).
106. If shall not indemnify damages or costs if the event that caused the evacuation started before the insured arrived in the crisis area where the event indicated in Article 103 occurred.
107. If the Ministry of Foreign Affairs of the Home Country has published information or recommendation to avoid an area or a country and the insured travelled there after the information was published, If shall not indemnify.

## Changing or exchanging flight tickets

108. If the insured decides after the insurance event of cancellation of a trip (see Art. 88) to go on a trip from their Home Country, If shall indemnify the cost of exchanging the flight tickets in the maximum amount of €150. In the aforementioned event, other expenses (including for unused services) shall not be indemnified.
109. If a travel interruption insurance event related to means of transport (see Art. 90) occurs before the beginning of a trip, but the insured still decides to take on the trip and the replacement flight departs over 48 hours after the initially planned flight, If shall indemnify the cost of exchanging the flight tickets in the maximum amount of €150. Other expenses shall not be indemnified.

For example: The insured goes on a trip only after one year. If shall indemnify up to €150.

110. If shall not pay indemnity to the extent that is compensated by the transport or travel company.

## Activities in case of travel interruption

111. In case of travel interruption, the providers of services related to the trip must be notified without delay in order to request refund for the advance payment or compensation of additional damages related to the interruption.
112. Evidence on the occurrence of the insurance event must be submitted to If, e.g. certificate from an air carrier regarding the delayed flight, medical certificate regarding illness and diagnosis etc. Furthermore, evidence on costs related to the insurance event and response of the service provider regarding if and to what extent the damages will be indemnified must be submitted to If.
113. If shall have the right to request presentation of additional evidence, e.g. a certificate on the time stayed abroad, previous health file etc.

## Travel interruption insurance exclusions

NB! Please read also general exclusions as they are applicable also for travel interruption insurance.

## Unused services

114. If a trip has already started and travel interruption occurs for the insured, If shall not pay indemnity for the goods and services related to the trip that the insured could not use, e.g. the unused part of a travel package, advance payments for the hotel or excursions, unused plane tickets, tickets to a mountain resort etc. The exclusion shall not be applicable for cases set out in Article 93 (return from trip within 24 hours).

## If Health status

115. If shall not indemnify if travel interruption was caused by the insured's illness that started before the conclusion of the insurance contract, including chronic illness or an injury sustained by the insured. The exclusion shall be applicable for the ingravescence or lasting of the consequences of the aforementioned illness or injury.
116. If shall not indemnify if travel interruption was caused by anxiety disorder, depression or any other mental disorder of the insured.
117. If shall not indemnify if travel interruption was caused by pregnancy, related complications or childbirth.

## Incorrectly planned schedule

118. If shall not indemnify if travel interruption is caused by incorrectly planned travel schedule, in which the time needed for transfers and security checks, regular weather conditions, peculiarities of the transport system of the country of location, traffic jams etc. are not considered.

## Expenses made in Home Country

119. If shall not indemnify the cost of accommodation and transport incurred as a result of cancellation of a trip in Home Country.

## Other exclusions

120. If shall not indemnify:
- 120.1. if travel interruption was caused by absence of documents or deficient documents, e.g. the passport has expired, there is no visa, there is no vaccination record etc.;
  - 120.2. loss of profit as a result of travel interruption;
  - 120.3. damages caused as a result of loss of opportunity related to the trip, e.g. contract that is not concluded, contacts that are not established, experiences etc.;
  - 120.4. cost of repairs, storage, write-off or transportation of a means of transportation, including cost of its returning to the Home Country;
  - 120.5. if travel interruption is caused by a technical failure of a personal vehicle, rented or hired vehicle;
  - 120.6. cost of food and drinks.
  - 120.7. if travel interruption is caused by the activities or inaction of a tour operator, travel agency or an entity brokering the services related to the trip
  - 120.8. if travel interruption is caused by illegal takeover of an aircraft.

## Liability insurance

121. Liability insurance event shall be an unexpected and sudden event that occurred in a foreign country in the insurance validity area during the validity of the insurance, as a result of which direct material damage was caused to the injured party for which the insured is responsible on the basis of the law.
122. Injured party shall be the person to whom the insured caused direct material damage.
123. Injured parties shall not be the travel companions or family members of the insured. Damages caused to these persons shall not be indemnified.
124. If shall indemnify the direct material damages caused to the insured as a result of the insurance event and the costs of legal assistance related to the insurance event, which are necessary for solving the claim for the direct material damages submitted to the insured.
- NB! Liability insurance exclusions can be found in chapter "Liability insurance and cost of legal assistance insurance exclusions". Please read also general exclusions as they are applicable also for liability insurance.

## Costs of legal assistance insurance

125. A cost of legal assistance insurance event shall be an unintentional illegal activity committed outside the Home Country, as a result of which:
- 125.1. a competent authority initiated criminal or misdemeanour proceedings or submitted to the insured a legal decision to pay bail or
  - 125.2. a third person submitted to the insured a private law claim based on the law.
126. In case of a costs of legal assistance insurance, If shall indemnify bail according to the decision of court or any other competent authority and reasonable and/or necessary costs of legal assistance, taking into account the circumstances of the case, complexity of the legal dispute, amount of claim and the normal price of legal services in the country where the legal services are provided.
127. In case of returning the bail, the insured shall be obliged to return the bail to If within 10 days from the returning of the bail. The insured shall be obliged to inform If immediately of the returning of the bail.

## Liability insurance and costs of legal assistance insurance exclusions

NB! Please read also general exclusions as they are applicable also for liability insurance and costs of legal assistance insurance exclusions.

## Obligatory liability insurance (e.g. motor third party liability insurance)

128. If shall not indemnify damages indemnified under obligatory liability insurance.

## **Objects in the possession or use of the insured**

129. If shall not indemnify damages related to the destruction, damaging or loss of an object in the possession or use of the insured, e.g. damages to a rental car.

## **Loss of profit**

130. If shall not indemnify loss of profit.

## **Persons whose damages are not indemnified**

131. If shall not indemnify damages that were caused to the insured, their travel companions or family members.

## **Sanctions**

132. If shall not indemnify fines or any other penalties imposed on the insured.

## **Activities not covered with insurance**

133. If shall not indemnify damages that are related to the insured's:

133.1. intent or gross negligence;

133.2. economic or professional activities;

133.3. performance of his or her work or service duties; being a member of a managing body of a legal entity;

133.4. provision of a service for a charge;

133.5. sports competition or professional sporting activities;

133.6. possession or use of any vehicle; this exclusion shall be applicable even if the vehicle driver had a valid driver's licence or right to drive (exception from Article 147.2).

133.7. use of a weapon.

## **Activities in case of liability insurance and legal assistance insurance**

134. If a claim for indemnities is submitted to the insured or circumstances appear that may be the basis for a claim, such as causing of damages, If must be contacted immediately and actions must be taken according to the instructions given by If. Advance approval must be obtained from If for the costs of legal assistance.

135. If the court rules the costs of legal assistance and/or legal costs incurred by If to be paid to the insured, such costs must be paid to If within 10 days from the day when the aforementioned costs were paid to the insured based on the aforementioned court ruling.

136. In the event of an insurance event, depending on the loss event, description of the circumstances of the occurrence or lapse of liability, initiation of criminal or misdemeanour proceedings, imposing of bail or submission of claim, claim filed by a third party, letters, statements, addresses etc. prepared by the person who provided the legal assistance service to the insured, list of provided legal services, invoices and payment receipts of legal assistance services shall be submitted. If shall have the right to request submission of additional evidence.

## **Telephone calls and e-messages to if from a foreign country**

137. If shall indemnify telephone calls made, emails, web messages, e-conversations etc. sent to If or If's loss adjustment partners, transport company, travel agency, accommodation establishment or any other company that provides travel services in relation to the insurance event from a foreign country.

138. Indemnity limit for the telephone calls is the total of €200 for all telephone calls and emails, web messages, e-conversations etc. of the same insurance period.

## **General exclusions**

139. General exclusions shall be used for all insurance events. Damages arising from the circumstances set out in the exclusions shall not be considered an insurance event.

140. If shall not pay indemnity if the case does not constitute an insurance event.

141. If shall not pay indemnity if the event that caused the damages was foreseeable.

142. If shall not indemnify damages or costs that do not comply with the characteristics of indemnifiable damages or costs.

143. If shall not indemnify damages that the insured should have incurred irrespective of the insurance event.

## **Foreseeable event**

144. If shall not indemnify if the damages were caused by a circumstance that was known or foreseeable for the insured by the time of the conclusion of the insurance contract.

## **Moral damages**

145. If shall not indemnify moral damages or non-patrimonial damage.

## **Event that occurred in the Home Country**

146. If shall not pay indemnity if the event that caused the damages occurred in the Home Country. This exclusion shall not be valid for cases foreseen in the insurance conditions for travel interruption insurance.

## **Activities of the policyholder and insured**

147. If shall not indemnify if

- 147.1. the insured caused the insurance event intentionally or due to gross negligence;
- 147.2. the insured caused the insurance event by driving a vehicle for the driving of which he or she had no licence;
- 147.3. the damages were caused or facilitated by the insured by committing an offence that had the characteristics of an intentional crime;
- 147.4. the policyholder or the insured submitted incorrect data to If.

## **State of intoxication**

148. If shall not indemnify if the insurance event or damages were caused or facilitated by the insured's state of intoxication or its residues.

## **Searching for the insured**

149. If shall not indemnify the cost of searching for the insured.

## **Costs indemnified by another person**

150. If shall not indemnify damages that are paid based on the Motor Third Party Liability Insurance Act of the Home Country or a foreign country.

151. If shall not indemnify damages if the costs have already been covered by the Health Insurance Fund, another insurer, transport company, provider of travel services or any other person, or a decision has been made to cover the costs.

## **Strike, interruption of work**

152. If shall not indemnify if the damages were caused by strike or interruption of work.

## **Bankruptcy, insolvency**

153. If shall not indemnify if the damages were caused by bankruptcy or insolvency of the provider of the services related to the trip.

## **Natural disaster**

154. If shall not pay indemnity if the damages were caused by an earthquake, avalanche, flood, forest fire, hurricane, cyclone, volcano eruption, tsunami. This exclusion shall not be applicable for cases set out in the insurance conditions:

- 154.1. in medical assistance insurance if the insurance event took place within 14 days from the beginning of the natural disaster and the insured was travelling already before the occurrence of the natural disaster (see Art. 21 - 22);
- 154.2. upon interruption of the trip due to evacuation (see Art. 103 - 107) provided that the Ministry of Foreign Affairs or any other state authority of the Home Country has not published information or recommendation for avoiding an area or a country before the beginning of the trip.

## **Pandemic, epidemic, infection control measures**

155. If shall not pay indemnity if the damages are caused by a pandemic, epidemic or infection control measures established by the state, e.g. closing of the border, establishing quarantine, implementing restrictions to combat COVID-19 etc. This exclusion shall not be applicable in cases set forth in the insurance terms and conditions:

- 155.1. In medical assistance insurance if the insurance event took place within 14 days from the beginning of the pandemic or epidemic or implementing of the infection control measures and the insured was travelling already before the occurrence of the aforementioned event (see Art. 21 - 22);
- 155.2. In the event of interruption of a trip due to evacuation (see Art. 103 - 107), provided that the Ministry of Foreign Affairs or any other state authority of the Home Country have not published information or recommendation for avoiding an area or a country before the beginning of the trip.

## **War, armed conflict, uprising, mass disorder**

156. If shall not pay indemnity if the damages were caused by a war or armed conflict, uprising, mass disorder. This exclusion shall not be applicable in cases set forth in the insurance terms and conditions:

- 156.1. if the insured is not participating in the aforementioned activity and arrived in the respective area before the beginning of the situation of risk, the medical assistance insurance shall be additionally applicable for 14 days from the beginning of the situation of risk (see Art. 21 - 22). In case of a war between the permanent members of the UN Security Council, the war exclusion shall be applicable from the commencement of the war, the 14-day insurance cover shall not be applicable;
- 156.2. upon interruption of the trip due to evacuation (see Art. 103 - 107), provided that the Estonian Ministry of Foreign Affairs or any other state authority has not published information or recommendation for avoiding an area or a country before the beginning of the trip.

## Terrorism

157. Terrorism is any activity, including use of violence:

157.1. that has been committed by one person or a group of persons who act independently or in relation to an organisation and

157.2. such activity serves a political, religious or ideological purpose, including influencing a government or causing fear in the public for political, religious or ideological purposes.

158. If shall not indemnify damages that were caused by terrorism (including suspension of transport, additional checks, restrictions upon transportation of items etc.) This exclusion shall not be applicable in cases set out in the Insurance terms and conditions:

158.1. in medical assistance insurance if the insurance event took place within 14 days from the terrorist act or commencement of the measures for its prevention and the insured was on the trip already before aforementioned event (see Art. 21 - 22);

158.2. upon interruption of the trip due to evacuation (see Art. 103 - 107), provided that the Ministry of Foreign Affairs or any other state authority of the Home Country has not published information or recommendation for avoiding an area or a country before the beginning of the trip.

## Limitations arising from international sanctions

159. All risks the insurance of which is in conflict with or that will be in conflict with limitations, prohibitions or sanctions that were established by the UN, European Union, United Kingdom of Great Britain and Northern Ireland or United States of America shall be excluded from the insurance cover from the day when the aforementioned limitations, prohibitions or sanctions are valid for the respective contract.

160. If the sanctions established by the UN, European Union, United Kingdom of Great Britain and Northern Ireland or United States of America directly or indirectly hinder provision of the insurance service based on the respective contract, If shall have the right to cancel the contract by sending the policyholder a written notice. The contract shall be considered as cancelled 14 days after the day when the cancellation notice was received by the policyholder. In case of communication interruption, it shall be considered that the cancellation notice is delivered if the notice has been sent out or was attempted to be sent out.

## Other exclusions

161. If shall not indemnify if:

161.1. the insurance event was caused by a nuclear weapon, nuclear energy or radioactivity;

161.2. the damages are caused by the activities of the police, border guard, customs employees or any other officials exercising public authority;

161.3. damages are caused by arrest, detention, confiscation or expropriation of property.

161.4. the Ministry of Foreign Affairs or any other state authority of the Home Country have published information for avoiding an area or a country, the insured travelled there after the information was published and the cause of the insurance event was a circumstance underlying the aforementioned information (e.g. communicable disease, communicable disease control measures, natural disaster or terrorism in the travel area).

## General instructions for loss event

162. If must be notified of the occurrence of a loss event at the first opportunity. If will provide specific instructions for further action.

163. The policyholder or the insured must take any and all measures in order to prevent further escalation of the damages, e.g. in case of falling ill, go to a doctor; notify the air carrier immediately of the loss of luggage etc.

164. The policyholder or the insured must first apply for the indemnity or refunding of the advance payment from the provider of the services related to the trip, such as air carrier, accommodation establishment etc.

165. In case of a loss event correct and full information regarding the circumstances of the loss event, amount of loss and possible persons responsible must be provided to If.

166. In case of a loss event documents, written explanations must be provided to If and If's questions must be answered. If copies were submitted to If, If shall have the right to request the original documents.

167. If shall have the right to obtain documents and information related to the loss event from third parties.

168. Upon a request from If, the policyholder is required to present certificates regarding the insured's trip's beginning and end, time spent in transit locations and route of the trip.

169. Please read about the instructions for activities in articles concerning insurance covers! For more detailed information, please call to If's insurance telephone 777 1211.

## Insurance indemnity

170. To obtain insurance indemnity information on the loss event and expenses must be submitted to If.

171. If shall establish if the case constitutes an insurance event and to what extent they are obliged to indemnify damages.

172. The persons entitled to the indemnity shall be the insured or the company that provided service to the insured, such as travel agency, medical institution etc.

173. If indemnification depends on circumstances identified during court or pre-trial proceedings, If shall have the right to make the decision to indemnify or refuse to indemnify after the proceedings have been suspended or completed.

## Breach of the insurance contract

174. Should If delay with the performance of its obligations, If shall be obliged to pay a fine for delay according to the Law of Obligations Act.
175. If the insured or policyholder has breached the insurance contract, including safety requirements, If shall have the right to decrease the indemnity or refuse to pay the indemnity unless provided differently in the Law of Obligations Act.
176. If shall have the right to reclaim the indemnity partially or fully if they found out about the breach of the insurance contract only after indemnification.

## Sending notices

177. If shall send notices related to the insurance contract by email, post or text message.
178. If shall consider the sender of an email a person from whose email address the email has been sent, if this address is indicated in the documents related to the insurance contract, is available on the person's homepage or has been announced to If in any other manner.

## If's obligation to notify of the change of data

179. Should If's name or legal form, If's address or address of the competent insurance supervision authority change, If shall notify of the changes through its website or means of mass communication.

## Expiry, termination or amendment of the insurance contract

180. If the insurance contract between COOP Pank AS and If P&C Insurance AS expires, it is amended or it is terminated, the Policyholder shall notify the Insured Persons two months in advance.

## Settlement of disputes and applicable law

181. In case of disputes, the Estonian text of the insurance contract shall prevail.
182. If wishes to settle insurance disputes primarily through negotiations. If no agreement is reached, disputes shall be settled in court or through insurance conciliator. Insurance conciliator can be contacted through the Estonian Insurance Association ([www.eksl.ee](http://www.eksl.ee), telephone 667 1800; email [lepitus@eksl.ee](mailto:lepitus@eksl.ee); postal address Mustamäe tee 46, Tallinn 10612). If shall participate in the conciliation procedure. The conciliation procedure is free of charge. Before contacting the insurance conciliator, a claim must be filed with If.
183. Claims can be filed to the Estonian Financial Supervision Authority against If's activities, [www.fi.ee](http://www.fi.ee), Sakala 4 Tallinn 15030.
184. Estonian law shall be applicable for this insurance contract. Disputes arising from the insurance contract shall be subject to Harju County Court.