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Terms and conditions of travel insurance

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1. PRINCIPAL DEFINITIONS

1.1 **Insurer** is Salva Kindlustuse AS (hereinafter: Salva), with whom the policyholder signs a travel insurance contract.

1.2 **Policyholder** is a person who signs the insurance contract with Salva and undertakes to pay the insurance premiums.

1.3 **Insured person** is a natural person with the personal identification code of the Republic of Estonia, the insurance risk of whose has been insured by the policyholder.

1.4 **Insurance risk** is a risk that is covered by insurance protection.

1.5 **Insurance period** is the period during which the insurance cover is valid.

1.6 **Insurance cover** is the terms of validity of Salva's obligations specified in the insurance contract. Insurance cover options include health insurance, health insurance add-on, travel interruption insurance, travel interruption insurance add-on, baggage insurance, car rental excess insurance, travel insurance liability cover. The insurance cover chosen by the policyholder shall be specified in the insurance policy (hereinafter: the policy).

1.7 **Area of validity** is the territory agreed in the insurance contract where the insurance cover is valid.

1.8 **Insured event** is an event defined in the insurance contract, upon the occurrence of which Salva becomes liable to pay the insurance indemnity.

1.9 **Exclusion** is an event, loss or expense defined in the Insurance Terms and Conditions that excludes or limits the obligation to pay the insurance indemnity.

1.10 **Obligation** is a task, act or behaviour defined in the insurance contract that must be performed or followed by a party to the insurance contract.

1.11 **Sum insured** is the maximum monetary value of insurance indemnity for the insurance cover option. The sum insured is applied individually to each insured person. The regulation for the sum insured is provided in Sections 3.3 and 3.4.

1.12 **The indemnity limit** is a maximum amount of indemnity different from the sum insured specified in the contract. The indemnity limit is included in the sum insured and is not added to the sum insured. The indemnity limit is applied individually to the insurance period and to each insured person.

1.13 **Excess** is a fixed sum of money or other value (percentage of loss, period, etc.) specified in the insurance contract that shall be borne by the policyholder upon occurrence of the insured event.

1.14 **Travel** is a temporary stay of the insured person in a foreign country. For the insurance cover to be valid, the travel must start from the Republic of Estonia. If the travel starts from the territory of another country, the respective agreement must have been reached by the parties to the insurance contract before the conclusion of the contract and specified in the policy, for the insurance cover to be valid.

1.15 **Travel package** is a set of reservations made for a single travel, including transport tickets, accommodation and other services.

1.16 **Medical coordinator** is a legal person specified in the insurance contract, which is a cooperation partner of Salva and, if necessary, arranges the processing of the insured event outside the Republic of Estonia.

1.17 **Car rental** company is a company whose principal economic and professional activities include short-term car rental (e.g. Avis, EuropCar, Hertz, Sixt, etc.).

1.18 **Rental car** is a vehicle rented for short-term use from a car rental company.

1.19 **Lessee** is the insured person who has signed a rental or lease agreement with a car rental company for a shortterm use of the rental car.

2. CONCLUSION AND TERMINATION OF TRAVEL INSURANCE CONTRACT

2.1 Insurance contract is an agreement signed between Salva and the policyholder in writing or in a format which can be reproduced in writing, which is evidenced by the policy issued. Insurance contract consists of the policy and the Insurance Terms and Conditions.

2.2 Salva shall allow the policyholder to read the Insurance Terms and Conditions that will become a part of the insurance contract before or during the conclusion of the contract.

2.3 Insurance contract shall become effective from the date of finalising the policy.

2.4 The policyholder shall undertake to pay the insurance premium in the agreed amount and by the due date.

2.5 If more than one travel insurance contract of Salva has been concluded for an insured person during a single insurance period, the contract with the higher sum insured shall be applied.

2.6 When concluding an insurance contract in respect of an insured person who, at the time of concluding the contract, is located outside the Republic of Estonia, insurance cover shall apply starting from the 15th day after the insurance contract has been issued, except where the insurance period under the contract being concluded begins immediately after the end of the insurance period under a previously concluded travel insurance contract with Salva.

2.7 Insurance contracts shall not be concluded for a period exceeding one year. If the insured person is over 80 years of age, the period of insurance contract shall not exceed 21 days.

2.8 Insurance contract shall end upon expiry of the insurance period, under mutual agreement or in other cases provided by legislation or the insurance contract.

2.9 If the policyholder wishes to cancel the contract and no insured event has occurred, s/he shall submit the respective application to Salva in a format which can be reproduced in writing. Insurance premium for the unused part of the insurance period shall be refunded, less EUR 3 to cover the costs of the contract.

2.10 After the occurrence of an insured event, both parties to the insurance contract have the right to terminate the insurance contract by giving the other party at least one week's prior written notice. Upon termination of the contract, Salva's obligation to perform the contract in respect of insured events that occurred during the validity of the contract shall remain in force.

3. SUM INSURED AND TERMS OF VALIDITY OF INSURANCE COVER

3.1 The insurance cover chosen by the policyholder shall be valid for the insurance period specified in the policy. The exception is trip cancellation insurance, which shall commence on the fourth day after the insurance contract is finalised. The commencement of cover provided under trip cancellation insurance shall be specified in the policy. The travel interruption insurance add-on shall be valid from the moment of finalising the insurance contract.

3.2 Additional cover for trip cancellation applies only provided that the insurance contract is concluded no later than 48 hours after payment of the first part of the travel package. If, on the date of concluding the insurance contract, 30 days or more remain until the start of the trip, the policyholder may, by way of exception and with Salva's consent, purchase additional trip cancellation cover at a later time.

3.3 Contrary to the provisions of Section 3.1, in the case of an insurance contract with limited coverage, which has been concluded with one-year insurance period, the insurance cover shall only be valid for 120 travel days. The calculation of days protected by the insurance cover shall commence on the first travel following the conclusion of the insurance contract and shall end on the completion of 120 days of travel during the insurance period.

3.3.1 In the case of an annual insurance contract with limited coverage, which has been concluded with one-year insurance period, the following rules shall be applied to sums insured.

3.3.1.1 The sums insured for health insurance and health insurance add-on option shall be applied for the insurance period. The insurance indemnity amounts paid during the insurance period due to an insured event under health insurance or health insurance add-on shall be aggregated, and the insurance cover shall expire when the sum insured is reached.

3.3.1.2 The sums insured for travel interruption insurance, travel interruption insurance add-on and baggage insurance options shall be valid separately for each insured event occurring during the insurance period, and the insurance indemnity amounts paid during the insurance period shall not be aggregated.

3.4 In the case of an insurance contract concluded for a single travel, the sums insured shall be valid during the travel period, the insurance indemnity amounts paid shall be aggregated, and the insurance cover shall expire when the sum insured is reached.

3.5 In the case of a delay in returning from the travel to the Republic of Estonia due to an insured event under travel interruption insurance, the insurance period shall be extended by the time delay,

provided that the contract includes a travel interruption insurance option. In any case, the insurance period shall end with the insured person crossing the state border of the Republic of Estonia.

4. HEALTH INSURANCE

4.1 Insured event under health insurance shall include the following:

4.1.1 A sudden and acute illness that poses a threat to the life or health of the insured person, the symptoms of which first appear during the trip and for the treatment of which the insured person requires emergency medical assistance abroad. Emergency assistance means medical assistance the postponement of which may result in permanent impairment of the insured person's health;

4.1.1.1 An illness posing a threat to the life and health of the insured person caused by an exacerbation of a chronic disease, provided that such medical condition was not foreseeable prior to the trip and travelling was not contraindicated;

4.1.2 Travel accident, i.e. an unexpected, unforeseen and sudden event that is caused by external influences, is independent of the will of the insured person and causes health problems, for the treatment of which consequences the insured person needs medical care abroad;

4.1.3 Death during the travel as a consequence of an insured event provided in Section 4.1.1 or 4.1.2;

4.1.4 The occurrence of an insured event provided in Sections 4.1.1-4.1.3 as a result of a terrorist act, natural disaster or public disturbance; the resulting costs shall be indemnified by Salva pursuant to Section 4.3 of the Insurance Terms and Conditions.

4.2 Health insurance add-ons for sports and for work that requires physical strength

4.2.1 In addition to health insurance, the policyholder can conclude an insurance contract for the following health insurance add-ons:

4.2.1.1 Sports;

4.2.1.2 Work that requires physical strength.

4.2.2 Insured event for sports add-on shall include any event specified in Sections 4.1.1-4.1.3, which has occurred in respect of the insured person during sporting activities while travelling. Sporting activities shall mean any sporting activity and the sports add-on shall extend to all sports, except those listed in the Insurance Terms and Conditions for which Salva does not provide health insurance add-on (see Section 4.2.3).

4.2.3 Sports add-on of health insurance shall not include the following sports in which case it is not possible to insure yourself against risks to your health or life: mountaineering, alpine climbing, air sports, parachuting and bungee jumping, motor sports, underwater sports, including diving to depths over 40 m, rafting, extreme sports (including downhill mountain biking, freeride mountain biking, bicycle and skateboard stunts, downhill skiing, heli-skiing), winter sports outside of the marked trails of winter sports centres, boxing, karate, wrestling, martial arts, and other extreme sports.

4.2.4 Professional athletes shall not be covered by the sports add-on of health insurance. Professional athlete shall mean a person who gets paid for practicing sports. Athletes participating in the European Championship, the World Cup, the Olympic Games or the prize money tournaments are presumed to be professional athletes.

4.2.5 Insured event for the add-on of work that requires physical strength shall include any event specified in Sections 4.1.1-4.1.3, which has occurred in respect of the insured person during the performance of physical labour while travelling.

4.3 The following unavoidable expenses shall be indemnified for an insured event under health insurance:

The costs listed in this Section shall apply to both health insurance cover and health insurance add-ons.

4.3.1 Ambulatory and hospital costs;

4.3.2 Reasonable transportation costs of the insured persons for receiving medical care;

4.3.3 The cost of medicines prescribed by a doctor;

4.3.4 Expenses for dental treatment up to 300 euros per insurance period;

4.3.5 Expenses for the repair or acquisition of prostheses, hearing aids or glasses destroyed or damaged as a result of the accident described in clause 4.1.2, up to 200 euros;

4.3.6 Reasonable and justified travel and accommodation expenses of one accompanying person of the insured in the most affordable available price category for a maximum period of 5 days, provided that such person has been issued a written permit by medical personnel to stay with or accompany the insured where the latter's health condition so requires;

4.3.7 Transport costs of the injured or sick person to the Republic of Estonia. Medical coordinator, Salva and its medical advisor are entitled to decide whether the repatriation of the injured or sick insured person is necessary and determine the conditions of such repatriation. Salva shall be entitled to refuse the indemnification of any subsequent losses, if Salva or the medical coordinator considers the repatriation to be necessary, but the insured person refuses to return;

4.3.8 The costs of a funeral abroad up to EUR 3.000 or transportation costs to the Republic of Estonia of the body or ashes of the insured person;

4.3.9 Reasonable transport expenses in the most affordable available price category associated with a later return, if, as a result of the insured event, the insured person is unable to use the existing return tickets to return to the Republic of Estonia;

4.3.10 In the case of initial diagnosis of an oncologic disease, necessary expenses until the final diagnosis, and transportation costs to the Republic of Estonia;

4.3.11 The cost of telephone calls made in connection with an insured event to the medical assistance coordinator or to Salva, on the basis of written evidence, up to 100 euros.

4.4 Health insurance exclusions

The exclusions listed in this Section shall apply to both health insurance cover and health insurance add-ons. The following shall not be considered to be an insured event and shall not be compensated:

4.4.1 Costs incurred in the Republic of Estonia;

4.4.2 Costs incurred in a foreign country where the insured person is a citizen, except citizens of the Russian Federation, the Republic of Ukraine and the Republic of Belarus who are permanently living in the Republic of Estonia;

4.4.3 Costs incurred abroad within 30 days from the end of the insurance period;

4.4.4 Costs related to psychiatric and psycho-neurologic condition or illness (including stress reactions, depression, anxiety, panic, fear);

4.4.5 Costs related to cosmetic and plastic surgery;

4.4.6 Costs related to pregnancy or childbirth (including abortion), except for emergency care as a consequence of an accident;

4.4.7 Costs incurred as a result of the treatment of injuries or death caused as a result of sports or work that requires physical strength, except in case of valid health insurance add-on;

4.4.8 Expenses related to sexually transmitted diseases, AIDS or any other disease caused by the HIV virus;

4.4.9 Costs related to the treatment of a chronic illness diagnosed before the validity of insurance cover, its symptoms or previously diagnosed illness, except in the case specified in Section 4.1.1.1;

4.4.10 Costs related to elective treatment;

4.4.11 Costs related to procedures performed in sanatoriumtype treatment facilities;

4.4.12 Losses to be compensated pursuant to applicable law, international agreement or another legislation or compulsory or mandatory insurance;

4.4.13 Cost of vaccinations and protective injections;

4.4.14 Expenses for non-medical assistance or alternative medicine (including chiropractic treatment);

4.4.15 Costs related to the repatriation of the insured person, if the repatriation was not approved by Salva or the medical coordinator;

4.4.16 Costs incurred after the insured person has waived the assistance or procedure prescribed by the doctor;

4.4.17 Losses incurred due to the suicide and attempted suicide of the insured person.

4.4.18 Expenses that were not necessary for the provision of emergency assistance (e.g. physiotherapy);

4.4.19 In addition to the exclusions provided in this Section "Health Insurance Exclusions", the limitations provided in Chapter 9 "General Exclusions" shall be applied.

4.5 Obligations prior to the occurrence of an insured event under health insurance

The obligations listed in this Section shall apply to both health insurance cover and health insurance add-ons.

4.5.1 The insured event must not be triggered intentionally or due to gross negligence.

4.5.2 The insured event must not be triggered by the consumption of alcoholic, narcotic or psychotropic substances.

4.5.3 If the insured person uses a moped, motorcycle or car as a means of transport while travelling, the insured person must hold a valid driving license for the relevant vehicle category.

4.5.4 The insured person must not knowingly endanger his/her life and health (e.g. must not initiate a fight).

4.5.5 The insured person must not participate in military service or exercises.

4.5.6 The policyholder must not provide incorrect information when concluding the insurance contract.

4.5.7 The insured person must not use the insurance contract to purposely go abroad for medical treatment.

4.6 Obligations after the occurrence of an insured event under health insurance

The obligations listed in this Section shall apply to both health insurance cover and health insurance add-ons.

4.6.1 The insured person must only accept the necessary medical care provided by qualified medical staff. The contact details of the medical assistance coordinator are indicated in the policy.

4.6.2 If the insured person needs hospitalisation, s/he must immediately notify the medical coordinator or Salva and coordinate with them all future actions and medical care, as well as the extent of medical care. If the insured person is not capable of making the notification due to his/her health status, the notification shall be made by his/her representative or a doctor. Phone numbers of the medical coordinator shall be specified in the policy.

4.6.3 Salva, its medical adviser and the medical coordinator shall be granted access to information related to the loss event, including to information on the person's prior medical condition. The insured person is also required to give his/her consent to the processing of health data both to Salva and its cooperation partners. Salva has the right to require a medical examination of the ill person by a trusted physician. The policyholder must ensure the consent of the insured person or another person to undergo such examination.

4.6.4 If the insured event was caused by a traffic accident, the insured person is required to call the police and obtain a confirmation from the police in respect of the event, unless the insured person could not be reasonable required to perform such an obligation after the accident due to his/her health status.

4.6.5 If requested by Salva, the insured person is obligated to apply for a replacement certificate of European Health Insurance Card from the Estonian Health Insurance Fund and present it to Salva.

4.6.6 After returning from the trip, a medical certificate issued by a foreign physician indicating the diagnosis, invoices for treatment and medication, transport invoices, upon Salva's request a replacement certificate for the European Health Insurance Card, where necessary confirmation and/or tickets regarding the period of stay abroad, as well as other documents evidencing the occurrence of damage, the circumstances of the event and the amount of damage must be submitted.

4.6.7 The insured person must not submit false information to Salva.

4.7 The legal consequences of a breach of the obligations described in Sections 4.5 to 4.6 are provided in Chapter 12.

5. TRAVEL INTERRUPTION INSURANCE

5.1 Travel interruption shall include trip cancellation, trip interruption and trip delay.

5.1.1 Trip cancellation shall mean the cancellation of a reserved or paid trip for reasons listed in Section 5.2.1, 5.2.2, 5.2.5 or 5.2.6, or for reasons listed in Sections 5.3.1-5.3.3 if the travel interruption insurance add-on was purchased.

5.1.1.1 A trip cancelled for the reason specified in clause 5.2.7 shall not be considered an insured event of trip cancellation.

5.1.2 Trip interruption shall mean the unplanned premature return from a trip for reasons listed in Section 5.2.1, 5.2.2, 5.2.5 or 5.2.6, or for reasons listed in Sections 5.3.1-5.3.3 if the travel interruption insurance add-on was purchased.

5.1.2.1 The cancellation of a connecting flight for the reason specified in clause 5.2.7 shall not be considered an insured event of trip interruption.

5.1.3 Delay to a trip shall mean a delay in arriving at the starting point of the trip or a transit point, or a delay in the commencement of the trip for the reasons specified in clauses 5.2.3, 5.2.4, 5.2.5, 5.2.6 and 5.2.7, and, where additional trip cancellation cover has been concluded, also for the reasons specified in clauses 5.3.1–5.3.3.

5.2 Insured event under travel interruption insurance shall include the following:

5.2.1 Sudden acute illness, accident or death of the insured person or his/her family member (i.e. spouse, partner, child, grandchild, parent, grandparent) who is accompanying the insured person or another travelling companion of the insured person (if the package travel was reserved and purchased for two persons);

5.2.2 A life-threatening health condition or death of the insured person or his or her travel companion (if the travel package has been booked and purchased for two persons), spouse, partner, child, grandchild, child of the spouse or partner, parent, grandparent, sister, brother, mother-in-law or father-in-law;

5.2.3 Delayed arrival of a regular public transport vehicle (plane, train, bus, ship) to or cancelled departure from the starting or transit point of a trip due to technical malfunction, traffic accident or weather conditions (except natural disaster);

5.2.4 Theft of a travel document while travelling;

5.2.5 Traffic accident of a personal vehicle that was used for reaching the starting or transit point of a trip;

5.2.6 Damage caused by fire, natural disaster or offense to the insured person’s place of residence immediately before or during the trip, which necessitates the personal presence of the insured person;

5.2.7 Changing of regular flight schedule by the airline after the purchase of tickets (unless the change was triggered by natural disaster, terrorist act, public disturbance, strike or insolvency); overbooking of aircraft; or overcrowding of airspace.

5.3 Insured events under travel interruption insurance addon

In addition to travel interruption insurance, the policyholder can conclude an insurance contract for the following travel interruption insurance add-ons, which cover the following insured events:

5.3.1 Trip cancellation because of the cancellation of the conference, seminar, fair, concert, sports event or theatrical performance that was the reason for travel;

5.3.2 Travel interruption due to the occurrence of a terrorist act, natural disaster or public disturbance during the trip or within 48 hours before the commencement of the trip, whereby the presence of the insured person in the area of the terrorist act, natural disaster or public disturbance may endanger the insured person’s life or health.

Terrorist act shall mean a violent act or any other illegal act that is carried out for political, religious or ideological reasons, which does not involve the use of nuclear, chemical or biological means of attack.

Natural disaster shall mean earthquake, landslide, volcanic eruption, hurricane, tsunami, flood.

Public disturbance shall mean a large-scale public demonstration covered by media, which takes place abroad in a region where the insured person is planning to travel and which interferes with normal tourism in the area and constitutes a threat to the insured person’s life and health;

5.3.3 Trip cancellation caused by a work stoppage (including a strike) of a transport company or a company servicing it, or by the insolvency of a service provider included in the travel package. This additional cover shall not apply to trip cancellation resulting from the insolvency of the travel organiser or from military activities.

5.4 Costs indemnified for an insured event under travel interruption insurance

5.4.1 In the case of trip cancellation, the insurance indemnity shall cover the cost of the part of a purchased package travel or an irrevocably ordered package travel that has to be purchased, which cannot be recovered by the insured person or the policyholder. If the cost of

accommodation is covered jointly by several persons, the cost shall be shared equally among the persons involved. Only costs incurred in the interest of the insured person shall be indemnified.

5.4.1.1 In the event of trip cancellation, accommodation expenses incurred in Estonia shall be indemnified if the trip includes accommodation in Estonia (e.g. an airport hotel booking due to an early departure time) and the insured person resides more than 50 km from the starting point of the trip.

5.4.2 In the case of trip interruption, the insurance indemnity shall cover reasonable and justified additional expenses related to transport and accommodation when the insured person prematurely returns to the Republic of Estonia or to the starting point of travel. Damage arising from transport that has already been purchased but not used shall not be indemnified.

5.4.2.1 If the reason for the trip interruption emerges during the first 24 hours from the beginning of the insurance period, the cost of the unused part of package travel shall also be indemnified.

5.4.2.2 If the interruption of the trip is caused by an accident involving the insured person or his or her minor child as referred to in clause 5.2.1 and occurring during the trip, the cost of unused travel services (e.g. excursions, ski passes, etc.) shall be indemnified provided that the insured person was unable to use such services due to the accident.

5.4.2.3 If the interruption of the trip is caused by a life-threatening health condition or death of the persons referred to in clause 5.2.2, as a result of which the insured person's return to the Republic of Estonia or to the starting point of the trip is unavoidably necessary, the costs of unused accommodation from the day following departure from the foreign country shall be indemnified, as well as reasonable and justified additional transport expenses and unused and prepaid travel services (e.g. excursions, ski passes, etc.) that could not be used due to the premature termination of the trip and the cost of which cannot be refunded to the insured person by the service provider.

5.4.2.4 If, in the event of trip interruption, it is medically or practically possible and reasonable to continue the trip, the cost of travel services included in the original travel plan and prepaid but not used (e.g. excursions, ski passes, etc.) shall be indemnified. The cost of unused accommodation shall not be indemnified.

5.4.3 In the case of trip delay, the insurance indemnity shall cover the additional cost for the replacement of ticket or the cost of alternative transport vehicle in the most favourable available price rangeIn addition, reasonable and necessary additional accommodation expenses and additional public transport expenses (bus, train, aircraft, ship) incurred in the Republic of Estonia shall be indemnified. In the event of a delay in the start of the trip and/or return home due to an insured event, the insured person's unavoidable accommodation expenses shall be indemnified if the insured person resides more than 50 km from the starting point of the trip. Expenses for the use of a private aircraft and damage arising from transport that has already been purchased but not used shall not be indemnified.

5.4.4 The cost of communication expenses incurred abroad in connection with an insured event when contacting a travel agency or Salva shall be indemnified up to 100 euros per insurance period.

5.5 Costs indemnified for an insured event under travel interruption insurance add-on

5.5.1 If a conference, seminar, fair, concert, sports event or theatrical performance is cancelled, the insurance indemnity shall cover already paid transport and accommodation costs or irrevocably subscribed transport and accommodation costs that have to be paid, for the duration of the event and for the day immediately preceding and immediately following the event, as well as the cost of a ticket or participation fee that is not refundable by the event organiser.

5.5.2 If transport schedule was changed or the transport prescribed in the travel package was not functioning due to natural disaster, terrorist act or public disturbance, the insurance indemnity shall cover additional costs of transport and accommodation that are necessary for the arrival to the destination and/or the Republic of Estonia. If this is not possible, the cost of cancelled travel package shall be indemnified.

5.5.3 In case of a work disruption (including a strike) in the transport company or the relevant servicing company or insolvency of the provider of service included in the package travel, the insurance indemnity shall cover additional costs of transport and accommodation that are necessary for the arrival to the destination and/or the Republic of Estonia. If this is not possible, the cost of cancelled travel package shall be indemnified.

5.6 Travel interruption insurance exclusions

The exclusions listed in this Section shall apply to both travel interruption insurance cover and travel interruption insurance add-ons. The following losses shall not be considered to be an insured event and shall not be compensated:

5.6.1 Travel interruption is caused by aggravation of consequences of an illness or injury that commenced or incurred before the conclusion of insurance contract or the beginning of trip cancellation cover, or by continuing medical care;

5.6.2 Travel interruption is caused by the pregnancy of the insured person or by accompanying complications or by the delivery of a baby;

5.6.3 Travel interruption is caused by the insured person's chronic disease or exacerbation of chronic disease;

5.6.4 Travel interruption is related to psychiatric and psychoneurologic condition or illness (including stress reactions, depression, anxiety, panic, fear);

5.6.5 Failure of other insured persons indicated in the policy to travel due to the illness, accident or death of one insured person, except where the family relationships or joint travel referred to in clauses 5.2.1 and 5.2.2 exist (if the travel package has been booked and purchased for two persons);

5.6.6 Costs have to be compensated by the person, transport company, etc. who is responsible for the travel interruption;

5.6.7 The trip of the insured person becomes more expensive due to the travel interruption of a travel companion;

5.6.8 Travel interruption is caused by delayed arrival to the starting point of travel as a result of a delay in the insured person's previous travel, unless that previous travel was delayed due to the occurrence of insured event under health insurance that shall be indemnified pursuant to these Insurance Terms and Conditions;

5.6.9 Cost of the part of services or package travel remaining unused as a result of trip delay or trip interruption, unless the trip is interrupted during the first 24 hours from the beginning of the insurance period;

5.6.10 Travel interruption is caused by an act, omission or insolvency of the travel company or the platform operator mediating the travel service;

5.6.11 Travel interruption is caused by changes in the operating schedule of a charter transport vehicle. If the charter transport vehicle fails to land in the Republic of Estonian during its return flight, the insurance indemnity shall cover the accommodation costs in a foreign country and transport costs to the Republic of Estonia incurred due to the delay of the charter transport vehicle;

5.6.12 Accommodation and transport expenses incurred in the Republic of Estonia due to trip cancellation, except in the cases and to the extent specified in clauses 5.4.1.1, 5.4.2 and 5.4.3;

5.6.13 Travel interruption is a result of actions by the authorities, the refusal to issue a visa or the expropriation of property;

5.6.14 Travel interruption is caused by the insured person's suicide, attempted suicide or knowingly endangering his/her life.

5.6.15 In addition to the exclusions provided in this Section "Travel Interruption Insurance Exclusions", also the limitations provided in Chapter 9 "General Exclusions" shall be applied.

5.7 Obligations prior to the occurrence of an insured event under travel interruption insurance

The obligations listed in this Section shall apply to both travel interruption insurance cover and travel interruption insurance add-ons.

5.7.1 The insured event must not be triggered intentionally or due to gross negligence.

5.7.2 Losses and costs that can be prevented by reasonable action must be avoided.

5.7.3 Travel schedule must be planned so as to take into account the minimum time required for check-in, border crossing, security checks and transfers, as well as normal weather conditions and traffic conditions. In case of disputes, the policyholder is liable for demonstrating that the travel schedule complies with reservation systems.

5.7.4 In case of connecting flights, the interval between flights shall not be shorter that the minimum interval prescribed for such a connection in reservation systems, provided that all flights are

included in the same ticket (i.e. the trip is organised under a single transport contract) and two consecutive carriers have signed a baggage agreement.

5.7.5 If airplane tickets have been purchased separately or the carriers specified on a single ticket have not signed a baggage agreement, the interval between flights must be at least 2 hours. The interval between flights must be at least 3 hours, if the stopover includes border crossing involving border control outside the territory of Europe.

5.7.6 The insured event must not be triggered by the consumption of alcoholic, narcotic or psychotropic substances.

5.8 Obligations after the occurrence of an insured event under travel interruption insurance

The obligations listed in this Section shall apply to both travel interruption insurance cover and travel interruption insurance add-ons.

5.8.1 After receiving knowledge of trip cancellation, the insured person must immediately notify Salva and the respective tour operator, accommodation establishment, transport company or another service provider of any circumstances that prevent the commencement or continuance of travel, in order to minimise all potential costs and contractual penalties related to travel interruption.

5.8.2 If the travel interruption was caused by the health status of the insured person, the policyholder shall grant to Salva, its medical adviser and the medical coordinator an access to information related to the loss event, including to information on the person's prior medical condition. The insured person is also required to give his/her consent to the processing of health data both to Salva and its cooperation partners.

5.8.3 Salva is entitled to require the performance of medical examination of the affected person by the medical advisor. The policyholder must ensure the consent of the insured person or another person to such examination.

5.8.4 In the case of trip interruption, the insured person must immediately notify Salva of his/her location and if possible, ask the insurer for instructions on further action. In the absence of instructions, the insured person shall behave as s/he would behave in the absence of insurance cover. If the trip is interrupted due to health status, the insured person must immediately contact a medical institution at the place of trip interruption and obtain a medical certificate including the diagnosis, which confirms that the continuation of travel is not advisable.

5.8.5 In the case of trip cancellation or interruption, the following documents shall be presented depending on the loss event: a medical certificate including the diagnosis (from a family doctor, physician or a patient portal printout), certificate regarding the kinship, expense receipt for the trip cost, certificate on the proportion of trip cost that must be reimbursed by tour operator or travel agency, police certificate on the criminal offense, and other documents, if necessary, showing the occurrence of loss event and the level of loss. In the case of trip delay, the following documents shall be presented: a certificate of the transport company regarding the reason for and time of delay, initial ticket and replacement ticket for the trip, invoice for accommodation cost, police certificate on the traffic accident, and other documents, if necessary, showing the occurrence of loss event and the level of loss. The traffic jam must be proven by a photo of the traffic jam, showing the location and time of the photo taken.

5.8.6 In the case of the theft of an identity document, the insured person is required to register the theft of the document with the police in a foreign country and to provide Salva with the respective certificate.

5.8.7 The insured person must not submit false information to Salva.

5.9 The legal consequences of a breach of the obligations described in Sections 5.7 to 5.8 are provided in Chapter 12.

6. BAGGAGE INSURANCE

6.1 Insured event under baggage insurance shall include the following:

6.1.1 Breakage or damage of baggage through the fault of the transport company;

6.1.2 Loss of baggage due to the fault of the transport company, provided that the baggage has not been found within 21 days from the date of loss;

6.1.3 Loss of baggage while it was under the supervision of a service provider;

6.1.4 Theft or robbery of baggage;

6.1.5 Baggage delay to the destination through the fault of the transport company, provided that the baggage was delayed for at least 4 hours from the arrival of the insured person at the destination.

6.1.6 Destruction of clothing and footwear worn by the insured person as a result of an accident (e.g. a motorcycle accident, a skiing accident or another accident during the trip resulting in injury), provided that medical assistance was required due to the accident and it is possible to prove the occurrence of the accident and the existence of the items.

6.2 Definition of baggage

6.2.1 Items insured as baggage shall include travel suitcases or travel bags and personal effects contained therein, with the exception of items specified in Section 6.3, which cannot be insured as baggage. In the case of the insured event described in clause 6.1.6, clothing and footwear worn by the insured person shall also be deemed insured baggage.

6.3 Baggage insurance shall not cover the following items:

6.3.1 Antiques, works of art, collections, musical instruments;

6.3.2 Items containing precious metals, precious and semiprecious stones, furs, toilet waters and perfumes;

6.3.3 Cash, bankcards, cash derivatives, securities, tickets, personal identity documents (except a passport or ID card);

6.3.4 Tools, equipment, goods, commodity or product samples;

6.3.5 Drawings, manuscripts, advertising and training materials;

6.3.6 Glasses, sunglasses, contact lenses, prostheses, medicines and medical aids;

6.3.7 Motor vehicles, trailers, caravans, boats, and their spare parts, equipment and furnishings;

6.3.8 Food, beverage;

6.3.9 Plants, animals;

6.3.10 Mobile phones, tablets, readers, drones, earphones and battery banks;

6.3.11 Items made of glass, porcelain, ceramic or other fragile material.

6.4 Costs indemnified for an insured event under baggage insurance

In the case of an insured event under baggage insurance, the amount of indemnity shall be calculated as follows.

6.4.1 Costs incurred for the purchase of basic necessities in the event of a delayed baggage shall be indemnified up to a maximum of EUR 60 per day of delay, up to a maximum of 3 days of delay.

6.4.2 In the event of damage to baggage, the cost of repairing the baggage shall be indemnified. Salva shall be entitled to decide whether to indemnify the insured person in cash or by organising repairs.

6.4.3 If the repair of baggage is not economically reasonable or technically possible, the baggage shall be deemed destroyed. Baggage that has been lost or stolen and not found within 21 days shall be deemed destroyed baggage.

6.4.4 In the case of lost baggage, the purchase price of the lost item shall be indemnified, less depreciation. The purchase price of the lost item shall be evidenced by the receipt, and depreciation shall be calculated at 10% per annum from the year of purchase of the lost item.

6.4.5 If the baggage is lost and the insured person is unable to present a receipt for the baggage, the indemnification shall be based on the purchase price (less depreciation) of a similar item that is available in shops or online sales portals. Depreciation shall be calculated at 10% per annum from the year of purchase of the lost item. In the event of a dispute or absence of appropriate comparative material, an expert assessment shall be carried out to determine the value of the baggage.

6.4.6 In the event of theft of a passport or ID card, expenses incurred abroad for obtaining a replacement document shall be indemnified up to 120 euros.

6.4.7 Reasonable communication expenses incurred for the search for baggage shall be indemnified on the basis of written evidence up to 100 euros.

6.4.8 The indemnity limit for a single insured item shall be 30% of the sum insured under baggage insurance. This indemnity limit shall not be used to indemnify for suitcases and travel bags.

6.4.9 Notwithstanding clause 6.4.8, the indemnity limit for cameras and video cameras is up to 600 euros per set, and for sports equipment up to 500 euros.

6.5 Baggage insurance exclusions

The following losses shall not be considered to be an insured event under baggage insurance:

6.5.1 Technical failure of the baggage item or natural wear of the item during normal use;

6.5.2 Damage to the item through contact with corrosive or staining substances in the baggage or cuts due to sharp objects;

6.5.3 Losing or forgetting baggage;

6.5.4 Losses caused by wear and tear, smudging or scratching of a suitcase or a travel bag;

6.5.5 Delay of baggage to the Republic of Estonia or the country of temporary residence of the insured person;

6.5.6 Expenses incurred in the Republic of Estonia;

6.5.7 Losses incurred due to acts or omissions of public authorities;

6.5.8 Damage resulting from normal wear and tear or soiling of clothing or footwear worn by the insured person, provided that such damage was not caused by an insured event.

6.5.9 In addition to the exclusions provided in this Section “Travel Interruption Insurance Exclusions”, also the limitations provided in Chapter 9 “General Exclusions” shall be applied.

6.6 Obligations prior to the occurrence of an insured event under baggage insurance

6.6.1 In case of accommodation establishments and transport vehicles, baggage must be kept in a special locked room; it is prohibited to keep baggage in places accessible to third parties, unattended motor vehicles, caravans or trailers. Motor vehicles where the baggage is stored must be locked and kept in a guarded parking lot. Baggage left in a locked motor vehicle must also be stored in a location that is not visible, such as a luggage boot or a glove compartment.

6.6.2 Personal documents, watches, keys and electronic equipment (photo, video, audio equipment, computers and accessories to such equipment) must be continuously and directly guarded by the insured person and can only be transported in hand luggage. In case of an accommodation establishment, the afore-mentioned items must be kept in a safe.

6.6.3 The insured event must not be triggered intentionally or due to gross negligence.

6.6.4 Losses and costs that can be prevented by reasonable action must be avoided.

6.6.5 The insured event must not be triggered by the consumption of alcoholic, narcotic or psychotropic substances.

6.7 Obligations after the occurrence of an insured event under baggage insurance

6.7.1 In the event of theft or robbery of baggage, an application regarding the incident together with a list of the lost items must be submitted without delay to the police of the foreign country, and confirmation of the incident must be obtained from the police.

6.7.2 If the baggage was damaged or lost, the insured person or his/her representative shall obtain a certificate about the incident from the company that registered the loss.

6.7.3 If the baggage has been damaged to such an extent that further use is no longer possible (the baggage is destroyed), the damage must be photographed in detail and the photographs submitted to Salva.

6.7.4 Upon the occurrence of an insured event under baggage insurance, depending on the nature of the damage, confirmation from the person responsible for the occurrence of the damage regarding the damage to or loss of property, a certificate from the police of the foreign country, invoices for the purchase of essential items, invoices for repairs, photographs of the damage, and, where necessary, other documents evidencing the occurrence of the insured event and the amount of damage must be submitted. In the event of baggage delay, confirmation of the time of receipt of the baggage must be submitted..

6.7.5 At Salva’s request, the insured person must present a list of all items lost, stolen or damaged during the loss event, hand over their purchase receipts, and prove that they belong to the insured person.

6.7.6 If Salva has indemnified for the losses caused by the loss or damage of the baggage and the baggage is found, the insured person shall notify Salva at the earliest opportunity of finding the baggage.

6.7.7 Damaged items shall be presented to Salva, if required. Until such transfer, Salva shall be entitled to suspend the payment of indemnity or to reduce the indemnity by the normal value of the aforementioned item.

6.7.8 The insured person must not submit false information to Salva.

6.8 The legal consequences of a breach of the obligations described in Sections 6.6 to 6.7 are provided in Chapter 12.

7. CAR RENTAL EXCESS INSURANCE

Car rental excess insurance covers claims made by the foreign car rental company against the insured person under the rental agreement in connection with the damage, destruction or loss of the rental car during the insurance period as a result of the event specified in Section 7.1.

7.1 Insured event under car rental excess insurance shall include the following:

7.1.1 Damage, destruction or loss of a vehicle rented abroad as a result of an accident, natural disaster, vandalism, robbery or theft, which entitles the car rental company to claim the payment of the excess amount specified in the rental agreement from the insured person.

7.1.2 Insured event shall not include the following:

7.1.2.1 Cases where the car rental company claims the payment of the excess amount from the insured person for losses related to any past damage to the rental car;

7.1.2.2 Cases where the rental car has been damaged, destroyed or lost as a result of an event other than those referred to in Section 7.1 of these Insurance Terms and Conditions;

7.1.2.3 Cases where the car rental company claims the payment of interest on arrears, fine or contractual penalty from the insured person;

7.1.2.4 Cases caused by actions of public authorities or expropriation of property.

7.2 Costs indemnified for an insured event under car rental excess insurance

The excess specified in the claim of the car rental company up to the sum insured provided in the policy.

7.3 Obligations prior to the occurrence of an insured event

7.3.1 Upon concluding a rental agreement and receiving the vehicle, the insured person is obliged to verify the technical condition of the rental vehicle and any pre-existing damage. Any identified defects and damage must be recorded in the rental agreement, in a video recording or in photographs.

7.3.2 Rental car must be used prudently to avoid damage, destruction or loss of the rental car.

7.3.3 Rental car may only be driven by the person who is specified as a driver in the rental agreement and holds a valid driver’s licence appropriate for the vehicle.

7.3.4 If the insured person does not use the rented vehicle himself/herself, s/he must ensure that the user of the rented vehicle performs all the obligations provided in the insurance contract. The insured person shall be liable for the acts and omissions of the user of the vehicle.

7.3.5 Rental car must not be driven when sick, exhausted or being under the influence of drugs affecting the speed of reactions, alcohol, narcotic drugs or psychotropic substances, or in any other condition that prevents the safe operation of the vehicle. For proper compliance to this requirement, the driver shall assess his/her status both immediately before the commencement of driving and continuously during the driving. The driver shall immediately stop the driving, if there are any indications of sudden illness, health disorder or exhaustion during the driving. If the driver falls asleep at the wheel or otherwise loses consciousness while driving the vehicle, it shall be presumed that the safety requirements set out in this clause have been violated.

7.3.6 Driver of a rental car is required to comply with speed limits introduced by the relevant traffic control measures or legislation.

7.3.7 Any flammable situation must be avoided in a rental car. The vehicle's engine compartment and other parts may only be illuminated by using the electric light. Open fire sources must not be used in the vehicle (including smoking).

7.3.8 Keys of a rental car and other equipment designed for opening or running the vehicle must not be kept in a place or in a manner that allows any third person to get hold of them (if the keys are kept outside a locked cabinet, the key storage space should be closed and its doors locked; keys must not be left into a public cloakroom, etc.).

7.3.9 When leaving the rental vehicle, the windows, sunroof and luggage compartment must be closed, the vehicle locked, and the mandatory security devices installed in the vehicle activated.

7.4 Obligations after the occurrence of an insured event under car rental excess insurance

7.4.1 If a rental car is damaged, the car rental company shall be immediately contacted, notified of the incident and asked for instructions on further action.

7.4.2 If a rental car is stolen or robbed, the car rental company and the local police must be notified of the incident.

7.4.3 If a rental car is damaged in a situation where the insured person is not in the vicinity of the car, the local police must be notified of the incident.

7.4.4 In the case of a traffic accident that causes personal injuries or where parties fail to reach an agreement on fault, the local police must be notified of the incident.

7.4.5 The insured person is obliged to photograph the scene of the incident and the damage caused to the rental vehicle.

7.4.6 The insured person must take all necessary measures after the loss event for the mitigation of loss or for the prevention of any further loss.

7.4.7 The insured person is obligated to present to Salva a copy of the rental agreement as well as a video recording made or photos taken during the reception of the rental car, which show the condition of the rental car and all possible pre-existing damages.

7.4.8 The insured person is obligated to present to Salva a detailed explanation of the occurrence of loss event and, if necessary, other documents proving the occurrence of loss event.

7.4.9 Photos of the scene and the damage to the rental car must be submitted to Salva.

7.4.10 The insured person is obliged to submit to Salva the claim that the car rental company has made against the insured person for the payment of excess, and an evidence that the insured person has paid the claim to the rental company.

7.4.11 The insured person must not submit false information to Salva.

7.5 The legal consequences of a breach of the obligations described in Sections 7.3 to 7.4 are provided in Chapter 12.

8. TRAVEL INSURANCE LIABILITY COVER

8.1 Insured event under travel insurance liability cover shall include the following:

8.1.1 Non-contractual losses caused by the insured person to a third party in the course of unlawful activities, as a result of which the insured person has a legal obligation to indemnify for the loss.

8.1.2 Unlawful activities of the insured person must have occurred during the insurance period in the territory specified in the travel insurance contract.

8.1.3 Third person shall mean a person other than a travel companion or a family member of the insured person (i.e. spouse, partner, child, grandchild, parent, grandparent), whose property or health has been damaged by the insured person’s activities.

8.2 Costs indemnified for an insured event under travel insurance liability cover and the procedure for indemnity payment

8.2.1 Treatment cost – justified cost of transporting the victim to a medical institution, treatment and purchase of medication.

8.2.2 Funeral expenses – justified funeral expenses (excluding the funeral reception food) resulting from death within the amount of up to EUR 3.000.

8.2.3 Property loss – reasonable and justified repair cost of the damaged item, in the case of destruction of property the value of the property immediately before the occurrence of loss event.

8.2.4 Legal costs – legal costs ordered by the court and/or legal expenses incurred by the insured person and agreed in advance with Salva to establish the existence of liability, the level of loss and the circumstances of the case. Legal costs shall be indemnified within the amount of up to 10% of the loss, up to a maximum of EUR 3.000.

8.2.5 The indemnity shall be paid without delay, but not later than 14 days after the entry into force of the court judgment or Salva’s acknowledgment of the claim.

8.2.6 The indemnity shall be transferred to the bank account of the insured person.

8.3 Travel insurance liability cover exclusions

The following shall not be considered to be an insured event and shall not be compensated:

8.3.1 Claims arising from the insured person's intent, gross negligence, dishonest behaviour, intentional crime (including a fight);

8.3.2 Claims arising from acts performed by the insured person under the influence of alcoholic beverages or narcotic drugs;

8.3.3 Claims between the insured person and his/her travelling companions or family members;

8.3.4 Claims arising from circumstances known to the insured person prior to the conclusion of the insurance contract or events occurred before the conclusion of the insurance contract;

8.3.5 Claims arising from the use of a watercraft, aircraft or motorised land vehicle owned or controlled by the insured person;

8.3.6 Claims against the insured person as the owner of a building or an apartment;

8.3.7 Claims arising from the actions of animals owned by or under the care of the insured person;

8.3.8 Claims based on unjust enrichment;

8.3.9 Contractual claims (including warranty claims);

8.3.10 Liability claims arising from the economic activities of the insured person;

8.3.11 Claims for statutory fines (including traffic and parking fines, fines related to violation of public order), default interests and interests imposed on the insured person;

8.3.12 Claims arising from force majeure;

8.3.13 Claims subject to indemnification under another non-life insurance contract;

8.3.14 Claims arising more than 90 days after the occurrence of the event giving rise to the liability of the insured person;

8.3.15 Claims arising from pollution / contamination of air, land or water;

8.3.16 Losses caused by military service or exercises.

8.3.17 In addition to the exclusions provided in this Section "Travel Interruption Insurance Exclusions", also the limitations provided in Chapter 9 "General Exclusions" shall be applied.

8.4 Obligations after the occurrence of an insured event under travel insurance liability cover

8.4.1 The insured person shall immediately notify of any claim made against him/her (including the initiation of legal or pre-trial proceedings) or of any other circumstances and events that may give rise to a claim against the insured person.

8.4.2 The insured person must send to Salva the claim made against him/her and other documents proving the circumstances of the case (e.g. police certificate or medical certificate, receipts proving the cost of property, witness statements, etc.).

8.4.3 If the insured person's liability is not clear, the insured person shall not issue any debt certificates or enter into agreements for loss indemnification without Salva's consent. If the insured person issues a debt certificate or performs partial or full indemnification, Salva shall not be obliged to indemnify, unless Salva considers that the cause of the loss or the level of loss amount has been proved.

8.4.4 The insured person must not submit false information to Salva.

8.4.5 The legal consequences of a breach of the obligations described in Section 8.4 are provided in Chapter 12.

9. GENERAL EXCLUSIONS

In addition to the exclusions specified in each Chapter on insurance cover options, the events and costs provided in this Chapter shall be applied, and Salva shall have no obligation to pay insurance indemnity in the event of such events or expenses.

9.1 Losses caused by the following shall not be indemnified:

9.1.1 Terrorism, public disturbance or natural disaster. By way of derogation, this exclusion shall not apply if there is an existing health insurance cover and health insurance addon. In the event of a travel interruption, this exclusion shall not apply if there is an existing insurance add-on;

9.1.2 weapons of mass destruction, war or a situation similar to a military operation (including hybrid warfare, such as the use of drones for military purposes), coup d'état, uprising;

9.1.3 Work disruption (including a strike) in the transport company or the relevant servicing company. By way of derogation, this exclusion shall not apply if there is an existing travel insurance add-on;

9.1.4 Nuclear power, radioactivity, pandemic, epidemic, environmental pollution.

9.2 The following shall not be indemnified:

9.2.1 Losses indemnified by another obligated person;

9.2.2 Losses incurred as a result of events occurring before and after the validity of insurance cover shall not be indemnified under the insurance contract;

9.2.3 Lost income or non-pecuniary (moral) loss, including a claim for damages of pain;

9.2.4 Losses where the insurance contract was concluded after the appearance of circumstances causing the loss event.

10. GENERAL OBLIGATIONS OF THE POLICYHOLDER AFTER THE OCCURRENCE OF INSURED EVENT

In addition to the obligations provided separately in each Chapter on insurance cover options, which must be performed after the occurrence of the insured event, the obligations provided in this Chapter must also be performed.

10.1 The insured person/policyholder shall immediately notify Salva of the loss event and submit to Salva a written loss application no later than 15 days after the loss event or arrival from the travel.

10.2 The policyholder shall be liable for proving the circumstances of the insured event and the level of loss.

10.3 The policyholder/insured person or his/her representative shall submit necessary documents for the award of indemnity and provide written explanations that should allow to establish the circumstances of the occurrence of loss event and the amount of expenses. Salva shall be entitled to request original documents.

10.4 The policyholder/insured person is required to provide true information on the occurrence of loss event and not to provide misleading information to Salva in respect of the circumstances and/or level of loss. If the policyholder or the insured person has presented false data to Salva during the loss handling process or otherwise hindered the loss handling, and Salva has incurred costs as a result of this, the policyholder or the insured person is obligated to compensate the caused losses.

10.5 If Salva has indemnified the value of an item that has unlawfully left the possession of the insured person, the insured person is obliged to notify Salva without delay of the discovery of the item or of obtaining information about its location, at least in a form that allows written reproduction.

10.6 The legal consequences of a breach of the obligations described in Chapter 10 are provided in Chapter 12.

11. OBLIGATIONS OF SALVA

11.1 Upon receipt of a claim for compensation, Salva shall commence the claims handling process, during which it shall be determined whether the event constitutes an insured event and whether, and to what extent, Salva has an obligation to pay insurance compensation. Insurance compensation shall be paid no later than within 15 working days after all necessary evidence, documents and the claim for compensation have been submitted.

11.2 In case of delay in the payment of insurance indemnity, Salva shall pay a default interest as provided by the Law of Obligations Act.

12. LEGAL CONSEQUENCES OF THE BREACH OF OBLIGATIONS OF THE INSURED PERSON

12.1 Legal consequences of the breach of obligations before the occurrence of insured event

12.1.1 If the insured person caused the insured event intentionally or due to gross negligence, Salva shall be completely released from the obligation to perform.

12.1.2 If the insured person breaches an obligation that was intended to prevent the occurrence of an insured event, Salva shall be entitled to reduce the insurance indemnity or refuse to pay the

insurance indemnity, provided that the breach of the obligation had an effect on the occurrence of the insured event and Salva's obligation to perform.

12.2 Legal consequences of the breach of obligations after the occurrence of insured event

12.2.1 If the policyholder deliberately breaches an obligation that had to be performed after the occurrence of the insured event, Salva shall be released from the obligation to perform.

12.2.2 If the policyholder, through gross negligence, breaches an obligation which s/he was required to perform after the occurrence of the insured event and the breach affects the establishment of the circumstances of the insured event and Salva's obligation to perform, Salva shall be partially or fully released from the obligation to perform.

13. PERSON ENTITLED TO RECEIVE THE INSURANCE INDEMNITY

13.1 Salva shall be entitled to pay the insurance indemnity to the insured person or to the person who has incurred expenses for or on behalf of the insured person.

13.2 If the case of damaged baggage, Salva shall be entitled to pay the insurance indemnity to the company repairing the baggage.

14. GENERAL RULES FOR LOSS INDEMNIFICATION

14.1 Salva shall only pay the insurance indemnity for losses caused by an insured event pursuant to the insurance contract.

14.2 Irrespective of the occurrence of an insured event, Salva shall be entitled to reduce the insurance indemnity or refuse to pay the insurance indemnity, if the insured person has breached any of the obligations provided in the insurance contract, which had to be performed before or after the occurrence of an insured event. In addition, Salva may reduce the insurance indemnity by the deductible specified in the insurance contract.

14.3 Losses below the deductible or above the sum insured shall not be indemnified. In case of indemnity limit, the maximum amount of payment shall be the indemnity limit specified in the insurance contract.

14.4 If Salva learns about the violation of insurance contract by the insured person or the policyholder after the payment of insurance indemnity, Salva shall be entitled to require the return of indemnity, either fully or partially, depending on whether Salva would have refused to pay the insurance indemnity or reduced the insurance indemnity had it known about the violation of insurance contract.

14.5 Salva has the right, when indemnifying baggage damage, a liability insurance event or medical aids, to require the damaged property to be transferred to Salva. Until the transfer to Salva of the aforementioned property or the right of claim, Salva shall be entitled to suspend the payment of insurance indemnity or to reduce the insurance indemnity by the normal value of the aforementioned property.

14.6 By paying the insurance indemnity, the insured person's right of claim against any third person shall be transferred to Salva.

14.7 If the policyholder or the insured person waives his/her claim against a third person or his/her right securing the claim, Salva shall be relieved of his performance obligation to the extent that the insured person/policyholder could have claimed an insurance indemnity based on this claim or right.

15. SETTLEMENT OF DISPUTES

15.1 Contractual disputes between parties shall be settled through negotiations; if an agreement is not reached, the parties shall be entitled to take the matter to the conciliation body established by the Estonian Insurance Association or to the court.

15.2 The Financial Supervision Authority supervises the activities of all insurers, including Salva. The Financial Supervision Authority does not settle any contractual disputes between Salva and the insured person/policyholder.