

## TERMS AND CONDITIONS OF TRAVEL INSURANCE OF SALVA KINDLUSTUSE AS

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### 1. PRINCIPAL DEFINITIONS

- 1.1. Insured person shall be a physical person who has a permanent place of residence in the Republic of Estonia and whose insurance risk has been insured. Insured person is entitled to insurance indemnity, unless otherwise provided by law or insurance contract. Permanent place of residence is considered to be the country where the insured person has stayed for more than 180 consecutive days.
- 1.2. Policyholder shall be a person who concludes an insurance contract with Salva Kindlustuse AS (hereinafter referred to as Salva Kindlustus or insurer) in favour of insured person(s).
- 1.3. Insured object shall be the insured person's life and health or his/her item, right, obligation or expenses for which the insurance contract was concluded.
- 1.4. Sum insured shall be the maximum monetary value of insurance indemnity for a single period of insurance. Sum insured is specified separately for health, travel interruption and baggage insurance, and it is applied to each insured person.
- 1.5. Travel shall be a temporary stay of the insured person in a foreign country. Travel commences when the insured person leaves from the territory of the Republic of Estonia, and ends when the insured person arrives to the territory of the Republic of Estonia.  
 If the starting point of a travel is outside the territory of Estonia, the insurance cover provided by these insurance terms and conditions shall only be applied if specifically mentioned on insurance policy.
- 1.6. Travel package shall be a set of reservations made for a single travel, including transport tickets, accommodation and other services.
- 1.7. Destination shall be the foreign country (foreign countries) where the insured person wishes to go pursuant to the travel package.
- 1.8. Medical coordinator shall be the legal person specified in the insurance contract who is the cooperation partner of Salva Kindlustus and who organizes the processing of insured event outside the Republic of Estonia, if necessary.
- 1.9. Car rental company shall be a foreign company whose principal activity consists of providing short-term rental service of cars (e.g. Avis, EuropCar, Hertz, Sixt, etc.).

- 1.10. Rental car shall be a vehicle rented from a foreign car rental company for short-term use.
- 1.11. Renter shall be a person who has concluded a contract with a car rental company for renting a car.

### 2. TRAVEL INSURANCE CONTRACT AND CONCLUSION OF CONTRACT

- 2.1. Insurance contract shall consist of the policy and the insurance terms and conditions. The policy shall refer to insurance terms and conditions that are an integral part of the insurance contract. Prior acts of will, actions or agreements between Salva Kindlustus and the policyholder shall not be considered as parts of the insurance contract, unless otherwise provided on the policy or in other documents of insurance contract.
- 2.2. The policy shall be signed by a representative of Salva Kindlustus. The signature of this representative may be mechanically produced on the policy.
- 2.3. Salva Kindlustus shall allow the insured person/policyholder to read the insurance terms and condition before concluding the insurance contract.
- 2.4. Insurance premium shall be paid in the specified amount by the agreed deadline.
- 2.5. The policyholder confirms with the payment of insurance premium that s/he has read the insurance terms and conditions before concluding the insurance contract and presented them to the insured person.
- 2.6. Insurance contract shall be effective from the date of drawing up the policy.
- 2.7. If several travel insurance contracts of Salva Kindlustus have been concluded for the insured person during a single period of insurance, the contract with the highest sum insured shall be applied.
- 2.8. If a word is given a special meaning in the insurance contract, this special meaning stated in the insurance contract shall be proceeded from when performing and interpreting the insurance contract.
- 2.9. In case of disputes, the Estonian version of the documents of insurance contract and the laws and regulations of the Republic of Estonia shall be applied.

### 3. VALIDITY OF INSURANCE

- 3.1. Insurance cover shall be valid during a travel made by the insured person during the period of insurance.
- 3.2. Insurance cover provided under health insurance, travel interruption insurance or baggage insurance shall only be applied if the respective class of insurance has been mentioned on then policy.
- 3.3. In case of trip cancellation insurance, the insurance cover shall be valid from the fourth day after the conclusion of insurance contract. Commencement date of insurance cover provided under trip cancellation insurance shall be specified on the policy.
- 3.4. In case of extended insurance cover provided under travel interruption insurance, the cover shall be valid from the conclusion of insurance contract. In case of extended insurance cover (points 6.3.1-6.3.3) provided under travel interruption insurance, the cover shall only be valid if insurance contract was concluded in 48 hours after the payment of first instalment for the travel package.
- 3.5. If insurance contract is concluded for an insured person who is located outside the territory of Estonia, the insurance cover shall be valid from the 15th day after drawing up the insurance contract, unless the period of insurance of this contract

commences immediately after the end of the period of insurance of a previous travel insurance contract of Salva Kindlustus.

- 3.6.** Commencement date of insurance cover shall be specified on the policy.
- 3.7.** Insurance contract shall be concluded for a maximum of 1 year. If the insured person is over 80 years of age, the period of insurance contract shall not exceed 21 days.
- 3.8.** If an insurance contract is concluded for a period of 1 year, but insurance cover is limited to 90 days, the cover shall be valid during the first 90 days of a travel (travels). The 90-day deadline of insurance cover shall start running from the first day of the first travel after the conclusion of insurance contract, and end when the insured person has stayed in a foreign country for 90 days in total during that period of insurance.
- 3.9.** In case of delayed return to Estonia from a travel due to insured event, the period of insurance shall be extended by the delayed time, provided that the contract includes travel interruption insurance.

#### **4. INSURED EVENT**

Insured event shall be a sudden and unexpected event specified in insurance contract, the occurrence of which triggers the indemnification obligation of the insurer.

#### **5. HEALTH INSURANCE**

##### **5.1. Insured event under health insurance shall include:**

- 5.1.1.** Sudden acute illness, which threatens the life or health of the insured person, and the symptoms of which first appear during the travel and the treatment of which needs emergency medical care. Exacerbation of chronic disease is an insured event under health insurance only if such a flare was not predictable;
- 5.1.2.** Accident, which is a sudden and unexpected event that is caused by external impact and is independent of the will of the insured person and which causes health problems, for the treatment of which the insured person needs medical care;
- 5.1.3.** Death as a consequence of an insured event mentioned in point 5.1.1 or 5.1.2.

##### **5.2. Extended insurance cover under health insurance**

When concluding the insurance contract, the policyholder may choose the extended insurance cover where the following events are considered to be insured events under health insurance:

- 5.2.1. High-risk activity** – an event mentioned in points 5.1.2-5.1.3 that occurred during the performance of high-risk activity (dangerous activity or dangerous activity during training (sports)).

Dangerous activity – Alpine skiing or snowboarding (on special marked trails), skating, mountain hiking (up to 4,500 m), licensed amateur scuba diving (up to 40 m), sailing, surfing (including surfboarding and kite surfing), driving personal water crafts (water scooter, jet-ski), water-skiing, riding, rollerblading, athletics, triathlon, dance sport.

Dangerous activity during training (sports) – cycling training, ball game training (i.e. football, basketball, volleyball, baseball, tennis).

- 5.2.2. Paid physical labour** – an event mentioned in points 5.1.1-5.1.3 that occurred during paid physical labour.

##### **5.3. Actions in case of insured event under health insurance**

- 5.3.1.** The insured person shall use only the necessary medical care provided by qualified medical staff.
- 5.3.2.** If the insured person needs hospitalization, s/he must immediately notify the medical coordinator or Salva Kindlustus and coordinate with them all future actions and medical care as well as the extent of medical care. If the insured person's health status does not allow it, the notification shall be made by his/her representative or his/her doctor. Phone numbers of the medical coordinator shall be specified on the policy.
- 5.3.3.** The insured person/policyholder shall give to Salva Kindlustus, the medical adviser of Salva Kindlustus or the medical coordinator an access to information related to loss event,

including to information on the person's prior medical condition. The policyholder confirms with the payment of insurance premium that s/he agrees to the processing of the aforementioned information by Salva Kindlustus and/or the medical coordinator in case of loss event. The policyholder shall ensure the consent of the insured person to gathering and processing the afore-mentioned information. In case of the failure to receive such consent, Salva Kindlustus is entitled to refuse the payment of insurance indemnity.

- 5.3.4.** If the insured event is 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.

- 5.3.5.** If requested by Salva Kindlustus, the insured person/policyholder is obligated to apply for a replacement certificate of European Health Insurance Card from the Estonian Health Insurance Fund and present it to the insurer.

##### **5.4. Evidence**

After returning from a travel, the applicant of insurance indemnity shall present a medical certificate with diagnosis, medical and pharmaceutical bills, transport bills, the replacement certificate of European Health Insurance Card (if requested by Salva Kindlustus), proof of and/or tickets for the time spent abroad, if necessary, and other documents that prove the occurrence of loss, the circumstances of event and the amount of loss.

##### **5.5. Health insurance compensates the following inevitable costs related to insured event:**

- 5.5.1.** Ambulatory and hospital costs; in case of chronic disease exacerbations, ambulatory and hospital treatment costs up to 1,500 EUR;
- 5.5.2.** Reasonable transportation costs of the insured persons for receiving medical care;
- 5.5.3.** Cost of pharmaceuticals purchased under the doctor's prescription;
- 5.5.4.** Dental expenses up to 200 EUR for a single period of insurance;
- 5.5.5.** Reparation or acquisition costs of up to 80 EUR for dentures, hearing aid or glasses that were destroyed or damaged because of the accident;
- 5.5.6.** Reasonable travel expenses of a person accompanying the insured person in the most favourable available price range and accommodation costs up to 90 EUR per day for 5 days as a maximum, in case medical staff has presented a written request to this person to stay with or accompany the insured person if the latter's health status requires this;
- 5.5.7.** Transport costs of the injured or sick person to Estonia. Medical coordinator, the insurer and insurer's medical advisor are entitled to decide whether the repatriation of the injured or sick insured person is necessary and on the conditions of such repatriation. When the insurer or medical coordinator decides that the repatriation is necessary, but the insured person refuses to return to Estonia, the insurer is entitled to refuse the payment of indemnity for any subsequent losses;
- 5.5.8.** Funeral costs in a foreign country up to 3,000 EUR or the expenses for transporting the body or ashes of the insured person to Estonia, if the insured person died in the foreign country as a consequence of an insured event;
- 5.5.9.** Reasonable travel costs related to a new return trip in the most favourable available price range, if the insured person cannot use the existing return tickets to Estonia as a result of the occurrence of insured event;
- 5.5.10.** Necessary expenses in case of an initial diagnosis of oncologic disease until the final diagnosis, and repatriation costs to Estonia;
- 5.5.11.** Cost of phone calls made to the medical coordinator or Salva Kindlustus because of an insured event up to 32 EUR (based on written evidence).

##### **5.6. Health insurance exclusions**

The following losses shall not be considered to be an insured event under health insurance and shall not be compensated:

- 5.6.1. Costs incurred in Estonia or in a 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 Estonia;
- 5.6.2. Costs incurred after 30 days from the end of the period of insurance;
- 5.6.3. Costs related to psychiatric and psycho-neurologic condition or illness (including stress reactions, depression, anxiety);
- 5.6.4. Cost of cosmetic and plastic surgery;
- 5.6.5. Costs related to pregnancy and childbirth (including abortion), except for emergency care as a consequence of an accident;
- 5.6.6. Losses incurred due to Alpine skiing or snowboarding on special marked trails, skating, mountain hiking up to 4,500 m, licensed amateur scuba diving up to 40 m, sailing, surfing (including surfboarding and kite surfing), driving personal water crafts (water scooter, jet-ski), water-skiing, riding, cycling training, ball game training (i.e. football, basketball, volleyball, baseball, tennis), athletics, rollerblading, triathlon, or dance sport, unless an extended insurance cover „High-risk activity“ has been purchased in order to cover these activities and this has been specifically mentioned on the policy;
- 5.6.7. Losses incurred due to mountain hiking, alpine style climbing, air sports, skydiving or bungee jumping, motor sport, underwater sports (including scuba diving below 40 m), rafting, extreme sports (downhill mountain biking, freeride biking, bike and skateboard stunts, downhill racing, heli-skiing), winter sports outside the marked trails of winter sports centres, boxing, karate, wrestling or other types of marshal arts or other extreme sports, and costs incurred due to preparations for or participation in formal sport event (league, master, or international event, Olympic games, etc.);
- 5.6.8. Expenses related to a venereal disease or AIDS, and the disease, which was caused by the HI virus;
- 5.6.9. Medical expenses for treating pre-existing symptoms of the already occurred acute phase of a chronic disease and/or previously diagnosed illness;
- 5.6.10. Cost of planned treatment;
- 5.6.11. Losses to be compensated pursuant to applicable law, international agreement or another legislation or compulsory or mandatory insurance;
- 5.6.12. Cost of vaccinations and protective injections;
- 5.6.13. Cost of non-medical care or alternative medicine;
- 5.6.14. Losses related to a person in paid physical labour, unless specifically stated on the policy;
- 5.6.15. Expenses related to the repatriation of the insured person, if this was not approved by Salva Kindlustus or the medical coordinator;
- 5.6.16. In addition to exclusions listed in section „Health insurance exclusions“, also the exclusions listed in section 9 „General exclusions“ shall be applied.

## 6. TRAVEL INTERRUPTION INSURANCE

- 6.1. Travel interruption shall include trip cancellation, interruption and delay.
  - 6.1.1. Trip cancellation shall mean the cancellation of a reserved or paid trip for reasons listed in points 6.2.1, 6.2.2 or 6.2.5, or for reasons listed in points 6.3.1-6.3.3 if the respective extended insurance cover was purchased.
  - 6.1.2. Trip interruption shall mean the unplanned premature return from a trip for reasons listed in points 6.2.1, 6.2.2 or 6.2.5, or for reasons listed in points 6.3.1-6.3.3 if the respective extended insurance cover was purchased.
  - 6.1.3. Trip delay shall mean the delayed arrival to the starting or transit point of a trip or the delayed start of a trip for reasons listed in points 6.2.1, 6.2.2 or 6.2.5, or for reasons listed in points 6.3.1-6.3.3 if the respective extended insurance cover was purchased.
- 6.2. **Insured events under travel interruption insurance shall include the following:**
  - 6.2.1. 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 travel package was reserved and purchased for two persons). Insured event shall not include the cancellation of the trip by other insured persons stated on the policy due to illness, accident or death of one of the insured persons, except in cases of family ties or travelling companionship mentioned in this point (if the travel package was reserved and purchased for two persons);

- 6.2.2. Life-threatening condition or death of insured person's spouse, partner, child, grandchild, spouse's or partner's child, parent, grandparent, sister, brother, or mother-in-law or father-in-law;
- 6.2.3. Delayed arrival of regular public transport (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);
- 6.2.4. Traffic accident of the personal vehicle that was used for reaching the starting or transit point of a trip;
- 6.2.5. Losses caused to the insured person's dwelling by fire, natural disaster or criminal offense immediately before the trip or during the trip, where the personal presence of the insured person is essential;
- 6.2.6. Changing of regular flight schedule by the airline after the purchase of tickets (unless the change was triggered by natural disaster, strike or insolvency); overbooking of aircraft; or overcrowding of airspace.

### 6.3. Extended insurance cover under travel interruption insurance

In addition to insured events listed in point 6.2, the policyholder may choose the extended insurance cover when concluding the insurance contract where the following events are considered to be insured events under travel interruption insurance:

- 6.3.1. Trip cancellation because of the cancellation of the conference, seminar, fair, concert, sports event or theatrical performance that was the reason for travel;
- 6.3.2. Trip interruption because the transport schedule was changed or the transport prescribed in the travel package was not functioning due to natural disaster (earthquake, landslide, volcanic eruption, hurricane, tsunami, flood);
- 6.3.3. Trip interruption because of work disruption (including a strike) in the transport company or the relevant servicing company or insolvency of the provider of service included in the travel package. This does not include trip interruption caused by the insolvency of tour operator or travel agency.

### 6.4. Requirements to travel planning

- 6.4.1. In case of connecting flights, the interval between flights shall not be shorter than 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.
- 6.4.2. 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.

### 6.5. Responsibilities of the insured person in case of travel interruption insurance

- 6.5.1. After receiving knowledge of trip cancellation, the insured person/policyholder must immediately notify Salva Kindlustus 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. Salva Kindlustus does not compensate for costs and contractual penalties incurred due to the failure to perform the notification obligation without any delay.

- 6.5.2. If the trip interruption was caused by the health status of the insured person, the policyholder shall give to Salva Kindlustus and the medical adviser of Salva Kindlustus an access to information related to loss event, including to information on the person's prior medical condition. The policyholder confirms with the payment of insurance premium that s/he agrees to the processing of the afore-mentioned information by Salva Kindlustus and/or the medical coordinator in case of loss event. The policyholder shall ensure the consent of the insured person or another person to gathering and processing the afore-mentioned information. In case of the failure to receive such consent, Salva Kindlustus is entitled to refuse the payment of insurance indemnity.
- 6.5.3. Salva Kindlustus is entitled to require the performance of medical examination of the affected person by the medical advisor of Salva Kindlustus. The policyholder must ensure the consent of the insured person or another person to such examination. In case of the failure to receive such consent, Salva Kindlustus is entitled to refuse the payment of insurance indemnity.
- 6.5.4. In case of trip interruption, the insured person must immediately notify Salva Kindlustus of his/her location and if possible, ask the insurer for instructions on further action. In the absence of instructions, the insured person must exercise his/her prudent discretion and act in a way s/he would act if s/he were not insured. 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.
- 6.6. Evidence**
- In case of trip cancellation or interruption, the following documents shall be presented depending on the loss event: a medical certificate including the diagnosis, 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 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.
- 6.7. Costs indemnified under travel interruption insurance**
- 6.7.1. In case of trip cancellation, the insurance indemnity covers the cost of the part of purchased travel package or irrevocably ordered travel package that has to be purchased, which cannot be recovered by the insured person or the policyholder.
- 6.7.2. In case of trip interruption, the insurance indemnity covers reasonable and justified additional expenses that are related to transport and accommodation when the insured person prematurely returns to Estonia or the starting point of travel. If the trip is interrupted during the first 24 hours from the beginning of the period of insurance, the cost of the unused part of travel package shall also be indemnified.
- 6.7.3. In case of trip delay, the insurance indemnity covers the additional cost for the replacement of ticket or the cost of alternative transport vehicle in the most favourable available price range as well as reasonable and necessary additional accommodation expenses. If the commencement of travel is delayed due to the occurrence of insured event, the indemnity covers unavoidable accommodation costs only if the insured person lives beyond 50 km from the starting point of travel.
- 6.7.4. The cost of phone calls made to a foreign travel agency or Salva Kindlustus due to the occurrence of insured event shall be indemnified within 32 EUR for a single period of insurance.
- Costs indemnified under the extended insurance cover**
- 6.7.5. If a conference, seminar, fair, concert, sports event or theatrical performance is cancelled, the insurance indemnity covers 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/participation fee that is not refundable by the event organiser.
- 6.7.6. If transport schedule was changed or the transport prescribed in the travel package was not functioning due to natural disaster, the insurance indemnity covers additional costs of transport and accommodation that are necessary for the arrival to the destination and/or Estonia. If this is not possible, the cost of cancelled travel package shall be indemnified.
- 6.7.7. In case of a strike in the transport company or the relevant servicing company or insolvency of the provider of service included in the travel package, the insurance indemnity covers additional costs of transport and accommodation that are necessary for the arrival to the destination and/or Estonia. If this is not possible, the cost of cancelled travel package shall be indemnified.
- 6.8. Travel interruption insurance exclusions**
- The following losses shall not be considered to be an insured event and shall not be compensated:
- 6.8.1. Travel interruption is caused by aggravation of consequences of 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;
- 6.8.2. Travel interruption is caused by the pregnancy of the insured person or by accompanying complications or by the delivery of a baby;
- 6.8.3. Travel interruption is caused by the insured person's chronic disease or exacerbation of chronic disease;
- 6.8.4. Travel interruption is caused by the insured person's psychiatric and psycho-neurologic condition or illness (including stress reactions, depression, anxiety);
- 6.8.5. Travel interruption is caused by the insured person's wrongful act or omission;
- 6.8.6. Losses or costs of travel interruption could have been avoided by reasonable acts of the insured person;
- 6.8.7. Costs have to be compensated by the person, transport company, etc. who is responsible for the travel interruption;
- 6.8.8. Travel interruption is caused by incorrectly planned travel schedule that ignores the necessary time for check-in, border crossing and security check, or the necessary prescribed minimum time for transfer or normal weather conditions and traffic conditions. In case of disputes, the policyholder is liable for demonstrating that the travel schedule complies with reservation systems;
- 6.8.9. 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;
- 6.8.10. Cost of the part of services or travel package remaining unused as a result of trip delay or interruption, unless the trip is interrupted during the first 24 hours from the beginning of the period of insurance;
- 6.8.11. Travel interruption is caused by acts or omissions of tour operator or travel agency;
- 6.8.12. Travel interruption is caused by changes in the operating schedule of a charter transport vehicle. If the charter transport vehicle fails to land in Estonian during its return flight, the insurance indemnity covers accommodation costs in a foreign country and transport costs to Estonia incurred due to the delay of the charter transport vehicle;
- 6.8.13. Costs of accommodation and transport in Estonia incurred due to travel interruption; if the commencement of travel was

delayed, the costs shall be indemnified to the extent provided in point 6.7.3;

- 6.8.14. In addition to exclusions listed in section „Travel interruption insurance exclusions“, also the exclusions listed in section 9 „General exclusions“ shall be applied.

## 7. BAGGAGE INSURANCE

- 7.1. Insured object under baggage insurance shall include personal items carried by the insured person (i.e. baggage), except the items listed in point 7.2 that fall outside the scope of baggage insurance.

7.2. Baggage insurance shall not cover the following items:

- 7.2.1. Antiques, works of art, collections, musical instruments;  
7.2.2. Items containing precious metals, precious and semi-precious stones, furs;  
7.2.3. Cash, bank cards, cash derivatives, securities, tickets, personal identity documents (except a passport or ID card);  
7.2.4. Tools, equipment, goods, commodity or product samples;  
7.2.5. Drawings, manuscripts, advertising and training materials;  
7.2.6. Eyeglasses, sunglasses, contact lenses, prostheses and medical aids;  
7.2.7. Motor vehicles, trailers, caravans, boats, and their spare parts, equipment and furnishings;  
7.2.8. Foodstuff and beverage;  
7.2.9. Plants and animals;  
7.2.10. Mobile phones, tablet computers, mp3 players;  
7.2.11. Items made of glass, porcelain, ceramic or other fragile material.

### 7.3. Baggage storage requirements

Baggage must be adequately guarded in order to avoid any theft and the following safety requirements shall be followed:

- 7.3.1. In case of accommodation establishments and transport vehicles, baggage must be kept in a special locked room; it is prohibited to keep luggage in a place accessible to third parties, unattended motor vehicles, caravans or trailers. Motor vehicle where the luggage is kept must be locked and kept in a guarded parking lot;  
7.3.2. 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 aforementioned items must be kept in a safe.

### 7.4. Insured event under baggage insurance shall include the following:

- 7.4.1. Breakage or damage of baggage through the fault of the transport company;  
7.4.2. Loss of baggage through the fault of the transport company, provided that the baggage has not been found in 30 days from the date of loss;  
7.4.3. Loss of baggage under the supervision of servicing company;  
7.4.4. Theft or robbery of baggage;  
7.4.5. 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.

### 7.5. Responsibilities of the insured person upon the occurrence of insured event

- 7.5.1. In case of baggage theft or robbery, a statement about the incident shall be immediately submitted to the police together with a list of lost items, and a confirmation about the incident shall be obtained from the police.  
7.5.2. If the baggage is damaged or lost, the insured person or his/her representative shall obtain a certificate about the incident from the company that registered the loss.  
7.5.3. If the baggage has been damaged to the extent that it is no longer possible to use it, detailed photos of the damages shall be taken and forwarded to the insurer.

## 7.6. Evidence

- 7.6.1. In case of loss under baggage insurance, the following documents shall be presented depending on the loss event: a certificate on the damage or loss of property from the person responsible for the occurrence of loss event, police certificate, bills for essential consumer goods, repair receipts, photos of damages, and other documents, if necessary, showing the occurrence of loss event and the level of loss. In case of baggage delay, a proof of baggage delivery time shall be presented.

- 7.6.2. If required by Salva Kindlustus, the insured person shall present a list of all items lost or damaged during loss event and submit the respective purchase receipts or provide documentary or other evidence that these items belonged to the insured person.

- 7.6.3. Damaged items shall be presented to the insurer, if required by Salva Kindlustus.

### 7.7. Costs indemnified under baggage insurance:

- 7.7.1. Expenses incurred for purchasing convenience goods in case of baggage delay – for a maximum of 3 days and 40 EUR per day;  
7.7.2. Direct pecuniary loss from the damage or loss of items covered by baggage insurance, if the loss was a result of insured events listed in points 7.4.1-7.4.4 – up to 30% of the sum insured under baggage insurance, except the following cases:  
7.7.3. Cost of photo and video cameras – up to 320 EUR per kit;  
7.7.4. Cost of sports equipment – up to 320 EUR;  
7.7.5. Cost of a suitcase or a travel bag – without the 30% indemnity limit provided in point 7.7.2;  
7.7.6. Expenses made in a foreign country for the acquisition of replacement documents, if a passport or ID card was stolen – up to 60 EUR;  
7.7.7. Reasonable communication costs made for searching the lost baggage – up to 32 EUR based on written evidence.

### 7.8. Baggage insurance exclusions

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

- 7.8.1. Technical failure of the insured item or natural wear and tear of the insured item during normal use;  
7.8.2. Damages due to contact with corrosive or staining substances or cut injuries caused by sharp objects;  
7.8.3. Theft of an unattended item, losing or forgetting the item;  
7.8.4. Losses caused by wear and tear, smudging or scratching of a suitcase or a travel bag;  
7.8.5. Baggage delay upon the arrival to Estonia;  
7.8.6. In addition to exclusions listed in section „Baggage insurance exclusions“, also the exclusions listed in section 9 „General exclusions“ shall be applied.

## 8. CAR RENTAL EXCESS INSURANCE

The object of car rental excess insurance includes the claims submitted by a foreign car rental company against a renter in relation with rental car damage, theft or robbery during the period of insurance, up to the sum insured specified in the car rental excess insurance contract.

### 8.1. Insured event under car rental excess insurance shall include the following:

Incidents where a rental car is damaged as a result of traffic accident, natural disaster or vandalism, or is stolen or robbed and the car rental company submits a justified claim against the renter based on rental car damage or theft or robbery.

### 8.2. The following shall not be an insured event:

- 8.2.1. Incidents where a car rental company requires compensation from the renter under a rental contract for pre-existing damage to the rental car;  
8.2.2. Incidents where damage to a rental car was caused by other events (not specified in point 8.1 of these insurance terms and conditions);  
8.2.3. Incidents where a car rental company requires the payment of interest on arrears, fine or contractual penalty from the renter.

**8.3. Renter is obligated to meet the following requirements or otherwise Salva Kindlustus is entitled to refuse the payment of insurance indemnity or decrease the amount of indemnity.**

**When concluding the rental contract and receiving the car:**

- 8.3.1. Renter is obligated to establish the condition of the rental car and all possible pre-existing damages in the rental contract or on a video recording or photos.

**Requirements for the use of rental car:**

A rental car shall be used prudently in order to avoid rental car damage, theft or robbery, and the following safety requirements shall be followed:

- 8.3.2. Rental car may only be driven by the person who is specified as a driver in the rental contract and holds a valid driver's licence appropriate for the vehicle.
- 8.3.3. 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 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 or loses consciousness for any other reason while driving, it is deemed that the person has violated the safety requirements provided in this point.
- 8.3.4. Driver of a rental car is required to comply with speed limits established by the relevant traffic control devices or legislation.
- 8.3.5. Any flammable situation must be avoided in a rental car. The vehicle's engine compartment and other parts can be illuminated only by using the electric light. Open fire sources must not be used in the vehicle (including smoking).
- 8.3.6. Keys of a rental car and other equipment meant for opening or running the vehicle must not be kept in such a place or in a manner that third persons can 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.).
- 8.3.7. When leaving a rental car, its windows, sunroof and luggage boot must be closed and the vehicle must be locked, and it is required to use the necessary installed safety devices.

**Responsibilities in case of the occurrence of loss event:**

- 8.3.8. 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.
- 8.3.9. If a rental car is stolen or robbed, the car rental company and the police must be notified of the incident.
- 8.3.10. If a rental car is damaged in a situation where the renter is not in the vicinity of the car, the local police must be notified of the incident.
- 8.3.11. In 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.
- 8.3.12. Renter is obligated to take photos of the scene and all damages caused to the rental car.
- 8.3.13. Renter must take necessary measures after the loss event for the mitigation of loss or limitation of the extent of any further loss.

**8.4. Evidence**

The following documents shall be presented to the insurer upon the occurrence of loss event:

- 8.4.1. A copy of the rental contract as well as video recording made or photos taken during the reception of the rental car, which show the condition of the rental car and all possible preexisting damages;
- 8.4.2. A detailed explanation by the renter of the occurrence of loss event and, if necessary, other documents proving the occurrence of loss event;

- 8.4.3. Photos of the scene and all damages caused to the rental car;
- 8.4.4. The claim submitted by the car rental company to the renter for the payment of excess, as well as a document that proves the payment of this claim by the renter.

**8.5. Costs indemnified under car rental excess insurance:**

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

**8.6. The following costs shall not be indemnified under car rental excess insurance:**

- 8.6.1. Any expenses that must be paid under the insurance contract covering the rental car;
- 8.6.2. Any expenses that exceed the sum insured specified in the car rental excess insurance contract;
- 8.6.3. Claims against the renter for interest on arrears, fines or contractual penalties.
- 8.7. Exclusions provided in section 9 „General exclusions“ shall be applied in case of car rental excess insurance.

## 9. GENERAL EXCLUSIONS

**Salva Kindlustus shall not compensate the loss caused by the following:**

- 9.1. Terrorism, weapons of mass destruction, war or a situation similar to military operation, coup d'état, insurrection, riot, labour disruption (including a strike), insolvency of the service provider. Losses from travel interruption caused by work disruption (including a strike) of a transport company or the relevant servicing company or by insolvency of a service provider shall only be indemnified if the respective extension of insurance cover has been mentioned on the policy;
- 9.2. Nuclear energy, radioactivity, epidemics, environmental pollution or natural disaster (earthquake, landslide, volcanic eruption, hurricane, tsunami, flood). Losses from travel interruption caused by natural disaster shall only be indemnified if the respective extension of insurance cover has been mentioned on the policy;
- 9.3. Actions of public authorities, expropriation of property;
- 9.4. Alcohol, narcotic or toxic intoxication of the insured person or loss event caused by such intoxication, driving drunk or being as a co-passenger in a vehicle driven by an intoxicated person;
- 9.5. Suicide and attempted suicide of the insured person, his/her illegal activities, consciously putting himself/herself in danger, participation in a fight;
- 9.6. Intent or gross negligence of the policyholder/insured person;
- 9.7. Participation in military service or exercises.
- Salva Kindlustus shall not compensate the loss, if:**
- 9.8. The insurance contract was concluded after the appearance of circumstances causing the loss event;
- 9.9. The insured person intentionally used the travel insurance in order to avoid medical expenses or similar costs in the country of residence or workplace;
- 9.10. Another person has compensated the loss;
- 9.11. Claim is related to lost income or non-pecuniary (moral) loss;
- 9.12. The policyholder/insured person has submitted incorrect data to Salva Kindlustus during the claim handling process.

## 10. RESPONSIBILITIES OF THE POLICYHOLDER IN CASE OF THE OCCURRENCE OF LOSS EVENT

- 10.1. The insured person/policyholder shall immediately notify Salva Kindlustus of the loss event and submit to Salva Kindlustus a written loss application as soon as possible, but not 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 insured event.
- 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 identify the

circumstances of the occurrence of loss event and the amount of expenses. Salva Kindlustus 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 Kindlustus in respect of the circumstances and/or level of loss. If the policyholder or the insured person has presented false data during the loss handling process or otherwise hindered the loss handling, and the insurer has incurred costs as a result of this, the policyholder or the insured person is obligated to compensate the caused losses.

**10.5.** Apart from the afore-mentioned responsibilities, the responsibilities related to an insurance cover are specified in the chapter that deals with the relevant insurance cover.

## **11. INSURANCE INDEMNITY AND OBLIGATIONS OF SALVA KINDLUSTUS**

**11.1.** After receiving the loss application, Salva Kindlustus shall start the loss handling process to determine whether it is an insurance event and whether and to which extent Salva Kindlustus has the indemnification obligation. In case of an insured event, the indemnity shall be paid no later than 15 days after the submission of all necessary certificates and documents and the indemnity claim.

**11.2.** In case of delay in the payment of insurance indemnity, Salva Kindlustus shall pay a fine for delay as provided by the Law of Obligations Act.

**11.3.** If the indemnity is applied for by the policyholder and the insured person are different persons, the policyholder shall submit to Salva Kindlustus upon the latter's request the insured person's written consent to the conclusion of contract and the payment of indemnity to the policyholder.

**11.4.** If the indemnification obligation of Salva Kindlustus depends on circumstances established in a civil, criminal, administrative or misdemeanour proceeding, Salva Kindlustus shall be entitled to adopt a decision on the indemnification or refusal of indemnification no later than in 15 days after the end of such proceeding and the submission of all required evidences, documents and the indemnity claim.

**11.5.** If the policyholder or the insured person has violated his/her contractual obligations (including the obligation of providing evidence, submitting purchase receipts under baggage insurance or following the safety requirements), Salva Kindlustus shall be entitled to refuse from paying insurance indemnity or reduce the amount of indemnity, provided that this violation affected the occurrence or the amount of loss or the establishment of the extent of contractual obligations of Salva Kindlustus.

**11.6.** If Salva Kindlustus learns about the violation of insurance contract after the payment of insurance indemnity, Salva Kindlustus shall be entitled to require the return of indemnity, either fully or partially, depending on whether Salva Kindlustus would have refused to pay the indemnity or would have reduced it had he known about the violation of insurance contract.

**11.7.** Salva Kindlustus shall pay the insurance indemnity only for direct financial loss caused by insured event, taking into account the limitations provided by the insurance contract. Insurance indemnity shall be limited to the sum insured.

**11.8.** Baggage insurance loss may be indemnified by paying financial indemnity, restoring the damaged property or a part of it, or by replacing the damaged property or the part of it with another property or a part of a property of the same purpose, the same value and belonging into the same price category. Salva Kindlustus shall be entitled to determine the method of indemnification and name the person who performs the indemnification.

**11.9.** The calculation of financial indemnity shall be based on the normal value of a similar item in Estonia. If it is not possible to

determine the normal value of an item in Estonia, the calculation shall be based on acquisition cost and depreciation.

**11.10.** In case of paying the insurance indemnity for baggage loss or medical equipment listed in point 5.5.5, Salva Kindlustus shall be entitled to request the transfer of damaged property to Salva Kindlustus. Until the transfer to Salva Kindlustus of the aforementioned property or the right of claim, Salva Kindlustus shall be entitled to suspend the payment of insurance indemnity or to deduct from the indemnity the normal value of this property.

**11.11.** If Salva Kindlustus has paid the indemnity for an item taken illegally from the rightful possessor, the policyholder shall be obligated to immediately inform Salva Kindlustus about finding the item or identifying its location; the notice shall be submitted by any means that leave a written record.

**11.12.** The insured person's right of claim against any third person shall be transferred to Salva Kindlustus, if the latter has compensated the loss.

**11.13.** If the policyholder or the insured person waives his/her claim against a third person or his/her right securing the claim, Salva Kindlustus 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.

## **12. END OF INSURANCE CONTRACT**

**12.1.** Insurance contract shall end after the period of insurance, under mutual agreement or in other cases provided by legislation or insurance contract.

**12.2.** If the total sum insured has been paid out, the insurance contract shall end prematurely.

**12.3.** If the insured person/policyholder wishes to cancel the contract and no insured event has occurred, s/he shall submit the respective application to Salva Kindlustus by any means that leave a written record. Insurance premium for the unused part of the period of insurance shall be refunded, less 3 EUR for contract costs.

**12.4.** After the occurrence of insured event, both parties to insurance contract shall be entitled to cancel the contract by giving a written one-week notice to the other party. Upon the cancellation of insurance contract, Salva Kindlustus shall retain the performance obligation for insured events that have occurred during the validity of contract.

## **13. SETTLEMENT OF DISPUTES**

**13.1.** 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.

**13.2.** The Financial Supervision Authority supervises the compliance of the insurer with legislation. The Financial Supervision Authority does not settle any contractual disputes between the insurer and the insured person/policyholder.