

# Inbank Pay Travel Insurance Terms & Conditions

Valid from 01.11.2023

Unofficial translation. In case of differences in interpretation of following conditions, the Estonian text will be regarded as the original. Some travels take You far, some touch You deeply just by visiting neighboring countries. In cooperation with If Insurance we have created Inbank Platinum card and Platinum Metal card travel insurance policy (TTIB-20231-EST) that ensure a peace of mind wherever You are headed. Please take the time to become

familiar with the policy as it is an important part of the card contract. Listed in the table there are maximum insurance sums and compensation limits that If Insurance compensates. If the real sum for compensation is smaller, it is taken as basis of compensation. Safe travels!

Insurance cover	Sum insured or indemnity limit	Reference to an article of the insurance terms and conditions
Sums insured and indemnity limits valid per insured person		
<b>Medical assistance insurance</b> including dental care including costs of travel companion staying with Insured Person including medical aids expecting mother	500 000 € 200 € 100 € 500 € coverage valid until 27th pregnancy week	25 - 50 26 32 35 28
<b>Accident insurance</b> including death due to accident including disability due to accident	20 000 €	59 - 68
Sums insured and indemnity limits valid per card		
<b>Luggage insurance</b> including indemnity limit per one item  including luggage delay over 4 hour including costs for replacement document	2 000 € maximum 50% of the sum insured for luggage insurance 2 000 € 2 000 € 100 €	70 - 95 85  88 86
<b>Travel interruption insurance</b> change in flight tickets delay in departing flight over 4 hours	5 000 € 150 € Max 500 €, each hour over 4 hours 40 euros indemnity will be paid	98 - 125 121 111
<b>Winter sport special coverages</b> closing of piste due to storm etc. inability to ski or snowboard because of illness or injury theft or damage to winter sports inventory	200 € with 30 € limit per day 300 € with 30 € limit per day 300 €	137 144 148 - 149
<b>Liability insurance</b>	20 000 €	152 - 155
<b>Legal expenses</b> Bail	10 000 € 5 000 €	156 157
<b>Rental car insurance</b> including personal belongings	40 000 € with deductible 250 € 2 500 €	181, 188 179
Calls and e-messages made from a foreign country	200 €	220

## Sums insured and indemnity limits

1. If shall not indemnify for all insurance events of the same trip in total more than the sum insured of the respective insurance cover indicated in these insurance conditions, whereas the indemnity per one insurance event may also be limited by the indemnity limit.
2. The indemnity limits are included in the respective sum insured. The indemnity limits are not added to the sum insured.
3. The sums insured and the indemnity limits shall be applicable as follows:
  - 3.1. or medical treatment and accident insurance separately for each Insured Person and each trip;
  - 3.2. for other coverages per card and each trip as showed in the table above.

## Parties of the Insurance Agreement

4. The parties of the Insurance Agreement are the policyholder Inbank AS (hereinafter the "Policyholder"), registry code 12001988, address Niine 11, 10414 Tallinn, Estonia, and the insurer If P&C Insurance AS (hereinafter "If"), registry code 10100168, address Lõdötsa 8a, 11415 Tallinn, e-mail info@if.ee.

## Bank cards covered by insurance

5. Insurance is valid together with Inbank Platinum and Platinum Metal credit card (hereinafter Card).

### Insured persons and their Home Country

6. The insured persons (hereinafter the "Insured Person") are the cardholders of the Card up to 79 years of age (included) and the following family members travelling with the Insured:
  - 6.1. spouse or partner of the Insured Person up to 79 years of age (included);
  - 6.2. children up to 21 years of age (included) of the Insured Person and of his/her spouse/partner.
7. The Home Country is deemed to be the country of permanent residence of the Insured Person.
8. The insurance cover does not apply to persons listed in articles 6.1 and 6.2, if they travel separately from the cardholder.
9. The insurance cover does not apply to legal persons.

### Trip

10. A trip means travelling of the Insured Person from the Home Country to another country for temporary stay. Trips within the Home Country are not covered.
11. The trip starts, when the Insured Person crosses the border of the Home country in order to travel into another country. The trip ends, when the Insured Person crosses the border of the Home Country, while returning to it.
12. The insurance cover is valid only for trips starting from the Home Country.
13. Insurance applies to trips starting during the validity of the Card, except for the cases set out in the next article and upon expiry or termination of the Insurance Agreement (see art 17 – 19 and 263).

### Validity of insurance

14. The insurance cover is valid for the first 90 days of each trip.
15. The insurance is not valid for the events, which occur after 90 days from the beginning of the trip, except in case of extraordinary extending according to the rules of the next article.
16. If due to the insurance event, the Insured Person is still in a foreign country on the 90th day, the insurance cover will extend for another 48 hours.
17. The insurance cover will end pre-term, if before 90 days have passed from the beginning of the trip, the Card expires and is not renewed in a way that the new Card becomes valid when the previous Card expires.
18. Insurance cover will end with the expiration of the Insurance Agreement.
19. If the Insurance Agreement shall be changed, expires or is terminated, the Policyholder shall notify the Cardholders 2 months in advance.

### Insurance territory

20. The insurance is valid anywhere in the world, except in Russia, Belarus, Ukraine and in the cases specified in the following article.
21. The insurance is not valid in the Home Country (except for in the cases set out in the Terms and Conditions of Insurance).

### Medical assistance insurance

22. Medical assistance insurance event is the following, which has occurred to the Insured Person in a foreign country:
  - 22.1. unexpected deterioration of the health status that starts or the first symptoms of which occur during the insurance validity period;
  - 22.2. death during the insurance validity period.
23. Medical assistance insurance is valid also if the medical assistance insurance event was caused by
  - 23.1. war, armed conflict, terrorism, mass disorder or any other similar extensive violation of public order;
  - 23.2. natural disaster;
  - 23.3. epidemic.

24. This insurance cover is valid only if the trip had already started by the time of occurrence of the event set out in art 23.1 – 23.3 and the insurance event occurred within up to 14 days after the occurrence of the event set out in the previous article.

### Medical treatment expenses and prescription medicinal product

25. If shall indemnify the costs of prescription medicines and/or medical treatment incurred during a trip as a result of medical assistance insurance event, if the medicine has been bought and/or medical treatment provided outside Home Country within 60 days from the insurance event.

### Dental care

26. In case of medical assistance insurance event If shall indemnify the cost of treatment of an unexpected toothache, including medicine up to 200 euros only for the following procedures:
  - 26.1. opening of the source of inflammation;
  - 26.2. cleaning of the root canal;
  - 26.3. temporary filling;
  - 26.4. pulling of tooth;
  - 26.5. costs of emergency dental care required as a result of an accident (e.g. falling).
27. If shall not indemnify planned dental care.

### Expecting mother

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

### Travel companion staying with the Insured Person

32. In case of medical assistance insurance, If shall indemnify additional reasonable accommodation costs in a foreign country and the transport costs for returning to the Home Country of one travel companion who stays with the Insured Person, who has fallen ill, sustained an injury or died, or those of the minor children of the ill or injured Insured Person, if it is unavoidable (e.g. a mother stays with her child). The costs are indemnified from the Insured Person's medical assistance sum insured, but no more than 100 euros per day.
33. If entitled to ask the doctor's confirmation about the unavoidability of the stay with the ill or injured person.
34. If shall not indemnify the transportation and accommodation costs of the travel companion accompanying the Insured Person to the extent that they should have incurred if the insurance event had not occurred.

### Prosthetics, glasses, hearing aids, crutches and wheelchair

35. If shall indemnify the cost of repairs of or purchasing new prosthetics, hearing aids or glasses broken as a result of the medical assistance insurance event to the extent of up to 500 euros.
36. If shall indemnify the cost of purchasing crutches and renting a wheelchair etc. in a foreign country that are needed as a result of the medical assistance insurance event.

### Death of the Insured Person

37. In case of medical assistance insurance, If shall indemnify:
  - 37.1. the cost of burial or cremation of the Insured Person in a foreign country;
  - 37.2. the cost of bringing the body of the Insured Person to the Home Country.

- 38. If must be called to organise burial or cremation of the Insured Person in a foreign country and bringing the Insured Person's body to the Home Country.
- 39. If shall not indemnify the cost of travelling to the Insured Person, the travel costs (transport, accommodation etc.) of any persons participating in the funeral or cremation of the Insured Person nor the cost of the wake.

**Transport costs**

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

**Medical documents**

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

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

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

**Evidence in medical assistance insurance event**

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

**High-risk activity, incl sport**

- 48. Medical assistance insurance is not applied to high-risk activities. High-risk activities are:
  - 48.1. practising any competition sports, incl. preparation for competitions, participation in training camps;
  - 48.2. martial arts or sports related to self-defence, such as karate, judo, boxing, kickboxing and Thai boxing, wrestling, etc.;
  - 48.3. diving deeper than 20 metres, offshore sailing, water motorsports, rafting, water skiing, kite surfing;
  - 48.4. car or motor sports, incl. participating in test-driving of motor vehicles, rally, kart racing, driving snowmobiles, motorbikes, incl. training and driving ATVs;
  - 48.5. aviation sports, such as hang-gliding, paragliding, gliding, hot-air balloon riding;
  - 48.6. sports that require special equipment, such as alpinism, ice, rock, wall and mountain climbing; however, this exclusion

shall not be applied to the cross-country skiing, mountain skiing at marked trails in winter sport centres and snowboarding at marked trails in winter sport centres;

- 48.7. expeditions and trips to heights exceeding 3500 from sea level;
- 48.8. independently organised trips, expeditions to rain forests, deserts, tundra, Arctic regions, virgin forests, etc.;
- 48.9. extreme sports, incl. down-hill cycling, bicycle tricks, BMX riding, skateboard tricks, free-riding, heli-skiing, etc.;
- 48.10. parachute and bungee jumps;
- 48.11. snowboarding and alpine skiing, slalom, if any of those took place outside the marked trails of winter sports centres;
- 48.12. tobogganing, ski jumping, speed skiing.

- 49. Medical assistance insurance is not valid for other extremely hazardous activities that bring along increased risk of injury or death.

**Paid physical labor**

- 50. Medical assistance insurance applies at work and in service, except for the following cases. Medical assistance insurance is not applied to high-risk activities:
  - 50.1. professional athlete, stuntman/woman;
  - 50.2. mine worker, derrick worker;
  - 50.3. fisherman, member of a boat crew, diver;
  - 50.4. member of a plan crew;
  - 50.5. policeman, security guard, rescuer, mine expert;
  - 50.6. truck drivers;
  - 50.7. conscript in military service, border guard service;
  - 50.8. participant in any military activities, drills and exercises, military missions, incl. an observer or in being engaged in other works; any work, job or activity, during the performance of which the Insured Person carries or uses a weapon or handles explosives.

**Medical assistance insurance exclusions**

NB! Please be sure to read the general exclusions, which also apply.

**Costs incurred in the Home Country**

- 51. If shall not indemnify costs incurred in the Home Country, even if the costs were caused by an insurance event that occurred in a foreign country.

**Costs related to illness that started or injury that was sustained before the beginning of the trip**

- 52. If shall not indemnify medical expenses caused by an illness that started before the trip or injury sustained before the trip. This exclusion shall not be valid for first aid given in case of life-threatening invaginescence of a chronic illness.

**Costs of planned treatment**

- 53. If shall not indemnify the costs of planned treatment, including planned cosmetic operations.

**Pregnancy, childbirth**

- 54. If shall not indemnify cost arising from childbirth, related complications as well as puerperium treatment or care, except cost of emergency medical assistance in a foreign country required for unexpected complications during the first 27 weeks of pregnancy (see art 28). The exclusion applies to costs related to the mother as well as the child.

**Exclusions applicable upon the Insured Person's return to the Home Country**

- 55. If shall not indemnify the cost of returning to the Home Country if the Insured Person returned from the trip on their own initiative without informing If or disregarded the instructions of If or a doctor upon returning to the Home Country.
- 56. If a doctor approved by If considers bringing to the Home Country possible, but the Insured Person who is ill or injured refuses, If shall not indemnify any further costs.
- 57. If a doctor approved by If does not consider bringing to the Home Country medically justified, If shall not indemnify the cost of bringing to the Home Country.

**Other exclusions**

- 58. If shall not indemnify costs:
  - 58.1. that is not unavoidable;
  - 58.2. of procedures and services without a doctor's prescription;
  - 58.3. of medicines purchased without prescription;
  - 58.4. of rehabilitation;
  - 58.5. of non-medical or alternative medicine treatment methods;
  - 58.6. of treatment provided by a person without the licence to provide treatment;
  - 58.7. of tattooing, removal of tattoos or complications arising from such procedures;
  - 58.8. of diagnosing and treatment of mental and behavioural disorders, including depression;
  - 58.9. of diagnosing and treatment of venereal diseases, HI-virus and AIDS;
  - 58.10. of vaccination, except vaccination for the treatment of medical assistance insurance event.

**Accident insurance**

- 59. Accident insurance event shall be an accident that has occurred to the Insured Person in a foreign country as a result of which:
  - 59.1. The Insured Person dies within up to three years after the occurrence of the accident;
  - 59.2. the Insured Person sustains permanent disability within one year after the occurrence of the insurance event.
- 60. Death or permanent disability caused as a result of an illness shall not be an insurance event.
- 61. Accident is a sudden, unexpected event in the course of which a physical force, including toxic gas, chemical, thermal or other physical effect, affects your body externally against Insured Person's will and harms her/his health or becomes a cause of death. If shall treat the following as accidents: accidental moderate or severe poisoning with drugs, chemicals, gases, vapours, poisonous plants or mushrooms (the gravity of poisoning must be confirmed by medical tests and specified in the diagnosis).

**Death indemnity**

- 62. The amount of the death indemnity shall be the sum insured of accident insurance indicated in the insurance conditions. Death indemnity is paid to the successors of the Insured Person. If the Insured Person dies later than within three years, the death indemnity is not paid.
- 63. Death indemnity is decreased by the permanent disability indemnity paid previously for the same insurance event.

**Permanent disability indemnity**

- 64. If shall pay to the Insured Person an indemnity for permanent disability if the health status of the Insured Person has permanently deteriorated as a result of an insurance event and one year after the insurance event corresponds to the table below.

Indemnity Limit	Description of Health Status
25%	For most part, the person does not require assistance, but his or her capacity has diminished: loss of memory, impaired speech, difficulties in communicating, decreased accuracy of movements, imbalance, fatigue etc.
50%	The person is able to perform only light and short-term activities. His or her capacity has diminished significantly. Therefore, he or she significantly depends on the help of another person to perform some daily activities (e.g. eating, washing, clothing, moving inside or outside one's home etc.).
100%	The person requires inevitable assistance of another person for all daily activities (e.g. eating, clothing, moving in a room, washing etc.).

- 65. For the purposes of the insurance contract, existence and degree of permanent disability caused by an insurance event shall be determined a year after the occurrence of the insurance event based on the health condition of the Insured Person at that moment.
- 66. Upon determining permanent disability, the health status of the Insured Person is compared against the health status of a healthy person of the same age, taking into account only the severity and nature of the disability, not the individual characteristics of the Insured Person, such as lifestyle, job or hobbies. Loss of capacity for work or loss of income shall not be taken into account upon determining the disability. The degree of permanent disability determined by the decision of medical expertise shall not be binding for If for determining permanent disability.
- 67. Permanent disability is determined based on medical documents. Indemnity for permanent disability is paid as a percentage of the accident insurance sum insured.
- 68. If shall not pay an indemnity for permanent disability:
  - 68.1. in case of damages to the teeth or dentures of the Insured Person;
  - 68.2. if permanent disability becomes evident later than a year after the occurrence of the insurance event;
  - 68.3. if the Insured Person dies as a result of the insurance event within one year from the day of the occurrence of the insurance event.

**Accident insurance exclusions**

NB! Please be sure to read the general exclusions, which also apply.

- 69. If shall not indemnify if death or permanent disability was caused or facilitated by:
  - 69.1. illness of the Insured Person;
  - 69.2. any medical procedure, including operation. The exclusion shall not be applicable if the medical procedure was done as a result of an accident that occurred in a foreign country during the validity of the insurance contract;
  - 69.3. sting or bite of a tick or insect;
  - 69.4. miscarriage or childbirth, complications caused by miscarriage or childbirth;
  - 69.5. accident that took place during the time when the Insured Person was imprisoned as a person held in custody as a detained or imprisoned person.

**Luggage insurance**

- 70. Luggage insurance event shall be the following that has occurred to the insured luggage:
  - 70.1. theft or robbery in a foreign country;
  - 70.2. lateness of luggage in a foreign country for more than 4 hours through the fault of a transportation company;
  - 70.3. damages through the fault of a transportation company;
  - 70.4. loss through the fault of a transportation company;
  - 70.5. damage or destruction in a foreign country.
- 71. Insured luggage shall be items that the Insured Person has brought along to the trip, except the items listed in the next article.
  - 72. Luggage insurance shall not be valid for:
    - 72.1. tickets, money, securities, bank cards;
    - 72.2. items made of glass, clay or porcelain;
    - 72.3. glasses, sunglasses, contact lenses;
    - 72.4. tools and parts thereof;
    - 72.5. food, drinks;
    - 72.6. goods and samples for sale;
    - 72.7. documents such as manuscripts, drawings, photos, advertising and training material. Luggage insurance shall be valid for identity documents, visas and vaccination records (see art 86); software and databases;
    - 72.8. motor vehicles, trailers, boats, their spare parts, accessories;
    - 72.9. plants, including seeds, bulbs, rhizomes;
    - 72.10. animals, including birds, insects, amphibians, reptiles;
    - 72.11. items the bringing of which to the Home Country is illegal.

**Safety requirements for the storage of luggage**

- 73. Luggage must be stored in a locked room or in a manner that ensures its reasonable and sufficient safekeeping.

74. Items left in a vehicle must be placed or covered in a manner that they do not attract attention. When leaving the vehicle, all windows and the sun roof must be closed, doors locked and anti-theft devices must be switched on.
75. Items must not be left in the vehicle overnight.
76. Items that were located in the open or tarp-covered box of a vehicle, unlocked roof box, luggage box or luggage bag of a motorcycle shall not be subject to indemnification.
77. Bicycles must be locked with a lock to a solid basis.
78. The following items must be under uninterrupted and direct surveillance of the Insured Person, in the safe or guarded storage room of an accommodation provider:
- 78.1. electronic devices;
- 78.2. weapons;
- 78.3. musical instruments
- 78.4. valuables, watches, works of art and antiquities;
- 78.5. collections;
- 78.6. identity documents, visas, vaccination records.
79. Items listed in the previous article must be transported in hand luggage. They must not be given for transportation in the luggage room of an aircraft, ship, bus or train, or left in an unattended vehicle. Firearms and musical instruments may be transported outside the hand luggage according to the rules established by the carrier.

#### Indemnification of luggage damages

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

#### Indemnity limits

85. If shall indemnify up to 50% of the luggage insurance sum insured for one item (indemnity limit for one item). The aforementioned indemnity limit shall not be valid for indemnifying the suitcase and travel bag. EXAMPLE. A tablet that cost 1200 euros was robbed from the Insured Person. Luggage insurance sum insured is 2000 euros. If shall indemnify 1000 euros for the tablet, which is 50% of the sum insured.
86. Indemnity limit for obtaining a replacement document for an identity document, visa or vaccination record shall be limited up to 100 euros.
87. Indemnity limit for the absolutely necessary items in the event of lateness of luggage shall be up to 2000 euros (see art 88).

#### Absolutely necessary items in luggage delay

88. If the luggage is delayed in a foreign country through the fault of the transportation company by more than 4 hours, If shall indemnify the cost of purchasing or renting the items that are absolutely necessary for the trip that were in the delayed luggage. The aforementioned indemnity is limited up to 2000 euros. If shall not pay indemnity for medicines, food, drink and tobacco products.
89. If shall not pay for the absolutely necessary items that were purchased in the Home Country.

90. If shall not pay indemnity for the absolutely necessary items if the luggage was delayed on the way to the Home Country and/or upon the arrival of the Insured Person to the Home Country.

#### Actions in case of luggage damages

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

#### Luggage insurance exclusions

NB! Please be sure to read the general exclusions, which also apply

96. If shall not indemnify damages that were caused:
- 96.1. upon contact of items with liquids in the luggage;
- 96.2. by leaving luggage unattended, losing or forgetting the luggage.
97. If shall not indemnify damages that are caused as a result of breaking of objects made of glass, porcelain, ceramics or any other fragile materials, including damages caused to other objects.

#### Travel interruption insurance

98. Travel interruption shall be cancellation of the trip, travel interruption related to the means of transportation or trip interruption caused by the reasons described below.
99. In the event of travel interruption insurance event, If shall indemnify the costs set out in the insurance terms and conditions if they have been incurred for the Insured Person, irrespective of who incurred the costs.
100. If several persons have incurred costs jointly, for example, five friends rented a house, upon calculating the indemnity, If shall rely on the fact that the jointly made costs are divided equally between the participants.

#### Cancellation of a trip

101. Cancellation of a trip shall be an insurance event if the Insured Person cannot go on a trip from the Home Country or returns to Home Country within 24 hours from the beginning of the trip because of the following reasons:
- 101.1. unexpected illness, bodily injury or death of the Insured Person;
- 101.2. unexpected illness, bodily injury or death of the travel companion of the Insured Person with whom they planned to travel;
- 101.3. life-threatening condition, serious bodily injury or death of a person close to the Insured Person;
- 101.4. sudden and unforeseen damages caused to the Insured Person's property in the Home Country if the presence of the Insured Person is unavoidable;
- 101.5. strike or lockout of the provider of public transport services, including the charter service, related to the insured trip, including the port, airport, train station, etc.;
- 101.6. cancellation of a public event (conference, concert, sports competition, etc.) or business meeting.
102. In the case of the cancellation of a trip, If shall indemnify the cost of the unused services related to that trip (transport costs, accommodation, concert tickets etc.) that the service provider does not refund to the Insured Person.

### Travel interruption related to means of transportation

- 103.** Travel interruption insurance event related to means of transportation shall be unavoidable deviation from trip plan as a result of the following events:
- 103.1.** delay or cancelled departure of scheduled service route transport, charter flight or coach as a result of bad weather conditions, technical failure or traffic accident, provided that the ticket for the delayed or cancelled transport had already been purchased or booked;
- 103.2.** missing a scheduled service route transportation due to over-booking, provided that the ticket for the means of transportation had already been purchased or booked;
- 103.3.** vehicle participating in a traffic accident;
- 103.4.** breaking of a tyre of a vehicle;
- 103.5.** vehicle stuck in a traffic jam caused by a traffic accident;
- 103.6.** roadblock or bypass;
- 103.7.** theft or robbery of a vehicle;
- 103.8.** emergency landing of an aircraft;
- 103.9.** delayed luggage outside the Home Country through the fault of the transportation company;
- 103.10.** strike or lockout of the provider of public transport services, including the charter service, related to the insured trip, including the port, airport, train station, etc.
- 104.** If shall not indemnify if the travel interruption related to the means of transportation was caused by a circumstance not listed above, such as incorrectly planned trip schedule etc.  
NB! The general exclusions shall be also applied, incl. epidemic, pandemic, infection control measures exclusion (see p 237; 244.4).
- 105.** In case of travel interruption related to means of transportation, If shall indemnify the additional reasonable transportation and accommodation costs necessary for continuing the trip. Other costs shall not be indemnified.
- 106.** If a travel interruption insurance event related to means of transportation occurs within 24 hours from the beginning of the trip and the Insured Person does not wish to continue travelling, If shall indemnify the cost of the unused services related to this trip, which is not refunded to the Insured Person.

### Flight Delay 4 hours or more

- 107.** Insurance event is the Flight Delay in the course of the Travel by Airplane.
- 108.** ITravel by Airplane means in this section a pre-planned and pre-paid journey of the Insured Person by plane from the Home Country to the final destination abroad and/or return by plane from the final destination abroad to the Home Country.
- 108.1.** If the Insured Person has, according to the primary travel plans, spent more than 24 hours in the foreign country, the Travel by Airplane from that country towards the final destination outside the Home Country shall be considered as a separate Travel by Airplane in the meaning of this section.
- 109.** Flight Delay means in this section the total delay in arriving at the final destination airport for 4 hours or more from the scheduled time according to the pre-paid flight ticket.
- 110.** The Flight Delay shall not be an insurance event, if it is caused by:
- 110.1.** travel restrictions or other circumstances imposed by the competent authorities which were known or should have been known to the Insured Person prior to the purchase of travel tickets;
- 110.2.** circumstances, which are not the activities of the air transport or airport company, f.e insured person is late to airport etc;
- 110.3.** not enough time for transfer between the flights (please check the info by airport or travel company);
- 110.4.** any travel interruption, if the Insured Person does not reach the final destination airport;
- 110.5.** cancellation of the first flight on the initiative of the air transport company 12 hours or more before the planned departure.
- 111.** In case of the insurance event, the insurance benefit shall be paid for each hour of delay in the trip, starting from 4 (fourth, included) hour of delay, 40 euros per hour of delay, but not exceeding 500 euros.
- 112.** The duration of the Flight Delay shall be calculated from the time of arrival at the final destination airport indicated in the flight ticket. The insurance benefit shall be paid only for full hours of the Flight Delay. Example. Time of arrival by plane to the final destination airport is 12.

October at 13:20 according to the primary flight ticket itinerary. The insurance event happens. The plane arrives at the final destination airport 12. October at 21:55. The total time of Flight Delay is 8 hours and 35 minutes. Insurance benefit is paid for 5 full hours in the amount of 200 eur.

### Trip interruption

- 113.** Trip interruption shall be an insurance event if the Insured Person must return from the trip before the scheduled time as a result of the following events that occur during a trip:
- 113.1.** life-threatening condition, serious bodily injury or death of a family member who travels together with the Insured Person or a travel companion;
- 113.2.** life-threatening condition, serious bodily injury or death of a person close to the Insured Person who is in the Home Country;
- 113.3.** sudden and unforeseen damages caused to the Insured Person's property in the Home Country if the presence of the Insured Person is unavoidable;
- 113.4.** robbery, theft, destruction of or damages to the identity document, visa or vaccination record of the Insured Person;
- 113.5.** loss, destruction or damage of hobby equipment (sports equipment, photographic equipment, etc.) accompanying the Insured Person during the trip. The equipment itself is not reimbursed under this article;
- 113.6.** loss, destruction or damage of the travel document accompanying the Insured Person if the replacement of the document was not possible during the trip. Expiration of the document is not an insurance event.
- 114.** Trip interruption insurance event shall not be the interruption of a trip due to the fact that the Insured Person fell ill, sustained a bodily injury or died during the trip. The conditions for indemnification are set out in the chapter concerning medical assistance insurance.
- 115.** In case of trip interruption insurance event, If shall indemnify the additional transportation and accommodation costs that were incurred in a foreign country in relation to returning to the Home Country. Other costs shall not be indemnified.

### Trip interruption

- 116.** Trip interruption shall be an insurance event if the Insured Person is evacuated to the Home Country as a result of the following events that occur during a trip:
- 116.1.** war, armed conflict, terrorism, mass disorder or any other extensive violation of public order;
- 116.2.** natural disaster;
- 116.3.** epidemic.
- 117.** In case of the aforementioned insurance event, If shall indemnify additional transportation or accommodation costs that were incurred in a foreign country in relation to returning to the Home Country within 14 days from the occurrence of the event indicated in art 116. Other costs shall not be indemnified.
- 118.** If shall not arrange evacuation of the Insured Person. Evacuation shall take place according to the instructions of the local authorities or Ministry of Foreign Affairs of Home Country.
- 119.** If shall not indemnify damages or costs if an event that caused the evacuation started before the Insured Person arrived in the crisis area where the event indicated in art 116 occurred.
- 120.** If the Ministry of Foreign Affairs of the Home Country has published information or recommendations for avoiding an area or a country and the Insured Person travelled there after the information was disclosed, If shall not pay indemnity.

### Change of flight tickets

- 121.** In the case of an insurance event related to trip cancellation, travel interruption related to a departing means of transport and travel interruption related to a flight, If compensates the additional cost of replacing or changing flight tickets for comparable ones, but no more than 150 euros.
- 122.** If shall not pay compensation in the amount compensatedVby the transport or travel company.

### Activities in case of travel interruption

- 123.** In case of travel interruption, the providers of services related to the trip must be notified without delay in order to request refund for the advance payment or compensation of additional damages related to the interruption.
- 124.** Evidence on the occurrence of the insurance event must be submitted to If, e.g. certificate from an air carrier regarding the delayed flight, travel tickets, boarding passes, medical certificate regarding illness and diagnosis etc. Furthermore, evidence on costs related to the insurance event must be submitted to If.
- 125.** If shall have the right to request presentation of additional evidence, e.g. a certificate on the time stayed abroad, previous health file etc.

### Travel interruption insurance exclusions

**NB! Please be sure to read the general exclusions, which also apply.**

#### Unused services

- 126.** If a trip has already started and travel interruption occurs for the Insured Person, If shall not pay indemnity for the goods and services related to the trip that the Insured Person could not use, e.g. the unused part of a travel package, advance payments for the hotel or excursions, unused plane tickets, tickets to a mountain resort etc. The exclusion shall not be applicable for cases set out in articles 106 (early return) and 133 – 146 (winter sport special coverages).

#### Health status

- 127.** If shall not indemnify if travel interruption was caused by the Insured Person's illness that started before the beginning of the trip, including chronic illness or an injury sustained by the Insured Person. The exclusion shall be applicable for the ingravescence or lasting of the consequences of the aforementioned illness or injury.
- 128.** If shall not indemnify if travel interruption was caused by anxiety disorder, depression or any other mental disorder of the Insured Person.
- 129.** If shall not indemnify if travel interruption was caused by pregnancy, related complications or childbirth.

#### Incorrectly planned schedule

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

#### Costs incurred in the Home Country

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

#### Other exclusions

- 132.** If shall not indemnify:
- 132.1.** if travel interruption was caused by absence of documents or deficient documents, e.g. the passport has expired, there is no visa, there is no vaccination record etc;
- 132.2.** loss of profit as a result of travel interruption;
- 132.3.** damages caused as a result of loss of opportunity related to the trip, e.g. contract that is not concluded, contacts that are not established, experiences etc.;
- 132.4.** cost of repairs, storage, write-off or transportation of a means of transportation, including cost of its returning to the Home Country;
- 132.5.** if travel interruption is caused by a technical failure of a personal vehicle, rented or hired vehicle;
- 132.6.** cost of food and drinks;
- 132.7.** if travel interruption is caused by the activities or inaction of a tour operator or travel agency
- 132.8.** if travel interruption is caused by hijacking of aircraft.

### Winter sport special coverages

#### Closing of piste because of storm, avalanche or excess of snow

- 133.** The insurance event is closing the official ski or snowboard piste, because of storm, avalanche or excess of snow, if the ski or snowboard piste pass (ticket) was purchased.
- 134.** The lack of snow or ice is not an insurance event.
- 135.** The closing of piste without the purchased ski or snowboard piste pass (ticket) is not an insurance event.
- 136.** This insurance cover is not valid in case ski pass was purchased after occurrence of storm, avalanche or excess of snow.
- 137.** The insurance compensation depends on the number of days, when the piste was closed because of the insurance event. The insurance compensation is calculated separately for each Insurance Person for who the piste pass (ticket) was purchased. The amount of the compensation is 30 euros per day, when the piste was closed because of the insurance event, but no more than 200 euros in total. The compensation shall not be paid for the days outside the planned winter sport trip.
- 138.** The compensation shall not be paid in the amount, which is covered according to the cancellation of trip insurance.

**NB! Please be sure to read the general exclusions, which also apply.**

#### Inability to ski or snowboard because of illness or injury

- 139.** The insurance event is inability to ski or snowboard due to the sudden illness or injury of the Insured Person, if the ski or snowboard piste pass (ticket) was purchased.
- 140.** If the Insured Person, for who the piste pass (ticket) was purchased, is unable to ski or snowboard because of the sudden illness or injury of the Insured Person's child under 16 years, it shall be also considered as the insurance event.
- 141.** The inability to ski or snowboard without the purchased ski or snowboard piste pass (ticket) is not an insurance event.
- 142.** This insurance cover is not valid in case ski pass was purchased after occurrence of illness or injury.
- 143.** The insurance compensation depends on the number of days, when the Insured Person was unable to ski or snowboard, because of the insurance event. The insurance compensation is calculated separately for each Insurance Person for who the piste pass (ticket) was purchased.
- 144.** The amount of the compensation is 30 euros per day, when the Insured Person was unable to ski because of the insurance event, but no more than 200 euros in total.
- 145.** The compensation shall not be paid for the days outside the planned winter sport trip.
- 146.** The compensation shall not be paid in the amount, which is covered according to the cancellation of trip insurance or refunded by the ski resort or travel company.

**NB! Please be sure to read the general exclusions, which also apply.**

#### Theft or damage to winter sport inventory

- 147.** The insurance event is theft or sudden and accidental damage to the following winter sport inventory: skis, ski poles and boots, ski goggles, snowboard, helmet, winter sports clothes, ski bag.
- 148.** In case the repair is possible and reasonable, If shall compensate the repair costs, but no more than 300 euros.
- 149.** In case the repair is not possible or reasonable, If shall compensate the market value of the item, but no more than the 300 euros.
- 150.** The market value shall be determined on the basis of the Insurer Persons's Home Country, except in case of rented items, where the value of claim of the rental company shall be used.

- 151.** If the market value of the item cannot be determined, the indemnity shall be determined on the basis of the purchase price of the item. Decrease in the value of the item in time shall be deducted from the purchase price at the rate of 20% of the purchase price per year.

NB! Please be sure to read the exclusions, which also apply.

### Liability insurance

- 152.** Liability insurance event shall be an unexpected and sudden event that occurred in a foreign country as a result of which direct material damage was caused to the injured party for which the Insured Person is responsible on the basis of the law.
- 153.** Injured party shall be the person to whom the Insured Person caused direct material damage.
- 154.** Injured parties shall not be the travel companions or family members of the Insured Person. Damages caused to these persons shall not be indemnified.
- 155.** If shall indemnify the direct material damages caused to the Insured Person as a result of the insurance event and the costs of legal assistance related to the insurance event, which are necessary for solving the claim for the direct material damages submitted to the Insured Person.

NB! The exclusions of liability insurance are situated in the section "Liability and legal expenses insurance exclusions". Please make sure to read the general exclusions, which also apply.

### Legal expenses insurance

- 156.** Legal expenses insurance event shall be an unintentional illegal act by the Insured Person that occurred outside her/his Home Country during the Trip, as a result of which
- 156.1.** the competent authority initiated the criminal or misdemeanor procedure or presented the decision of bail to the Insured Person on the basis of law or
- 156.2.** a civil claim was presented to the Insured Person by the third party.
- 157.** In the case legal expenses insurance event If shall compensate the bail according to the ruling of court or other public authority and reasonable and necessary expenses for the legal assistance, taking into consideration the circumstances of the case, the difficulty of the legal dispute, the size of the claim, and the usual costs for legal services in the country where the legal services have been used.
- 158.** If the bail has been returned to the Insured Person, she/he shall be obliged to pay back the returned bail to If within 10 days from the return date. The Insured Person is obliged to inform If about the return of bail immediately.

### Liability and legal expenses insurance exclusions

NB! Please be sure to read the general exclusions, which also apply.

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

- 159.** If shall not indemnify damages indemnified under obligatory liability insurance.

#### Objects in the possession or use of the Insured Person

- 160.** If shall not indemnify damages related to the destruction, damaging or loss of an object in the possession or use of the Insured Person, e.g. damages to a rental car.

#### Loss of income

- 161.** If shall not indemnify loss of income.

#### Persons whose damages are not indemnified

- 162.** If shall not indemnify damages that were caused to the Insured Person, their travel companions or family members

### Sanctions

- 163.** If shall not indemnify fines or any other penalties imposed on the Insured Person.

### Activities not covered with the insurance

- 164.** If shall not indemnify damages that are related to the Insured Person's:
- 164.1.** intentional or gross negligence act;
- 164.2.** economic or professional activities, incl sales of goods or the provision of services;
- 164.3.** performance of his or her work or service duties; being a member of a managing body of a legal entity;
- 164.4.** provision of a service for a charge;
- 164.5.** sports competition or professional sporting activities;
- 164.6.** driving or the using of a vehicle by the Insured Person. This exclusion shall be applied even in cases, where the driver had the valid driving license. (This is deviation from art 229.2.);
- 164.7.** use of a weapon.

### Activities in case of liability and legal expenses insurance

- 165.** If a claim for indemnities is submitted to the Insured Person or circumstances appear that may be the basis for a claim, such as causing of damages, If must be contacted immediately and actions must be taken according to the instructions given by If. Advance approval must be obtained from If for the costs of legal assistance.
- 166.** If the court rules the costs of legal assistance and/or legal costs incurred by If to be paid to the Insured Person, such costs must be paid to If within 10 days from the day when the aforementioned costs were paid to the Insured Person based on the aforementioned court ruling.
- 167.** In the case of insurance event a description of the circumstances which led to decision of bail or civil claim, claims by third persons, documents of criminal or misdemeanor accusation, letters, applications, etc, and which has been compiled on behalf of the Insured Person by a person who is providing legal assistance, shall be submitted depending on the Loss Event, including situations in which a list of legal services which have been provided to the Insured Person, or where there exist invoices or receipts for the payment of costs which have been incurred for the provision of legal assistance.

### Rental car insurance

#### Insurance object

- 168.** The rental car insurance object is the legal obligation of the Insured Person to compensate the repair costs, market value and towing costs of the rental car trusted into the Insured Person's custody.
- 169.** The rental car covered by this insurance is any passenger car rented by the Insured Person, provided that the owner or registered lessor of the passenger car is a company, whose official area of business is short term rent of vehicles (hereinafter 'rental car'). Other type of vehicles are not covered by this insurance, such as lorries, trucks, trailers, motor bikes, all-terrain vehicles (ATV-s) etc.
- 170.** The vehicles rented by the Insured Person in the Home Country are not covered, even in case the vehicle is used for travelling abroad.
- 171.** The rental car insurance also covers any equipment installed to the rental car in a manner that it cannot be removed from a vehicle without applying force or using tools.
- 172.** The rental car insurance shall not apply to the vehicles, owned or leased by a person not mentioned in the art 169, such as car rented from a friend, neighbour, employer or business partner etc.
- 173.** The Insured Person must check the condition of the rental car in order to find possible damages before the car is handed over to the Insured Person. Any visible damages must be documented with the rental car company.

#### Insurance event

- 174.** The insurance event is theft, robbery, destruction or damage to the rental car due to any sudden and unforeseen event (such as traffic accident, fire, natural disaster), for which the Insured Person is liable, except the events and losses excluded by these insurance conditions.



- 175.** As a deviation from the art 229.1, the rental car insurance also covers the traffic accidents caused by the gross negligence on road by the Insured Person. This insurance shall not cover the loss or damage cause by the gross negligence of the Insured Person outside the road.
- 176.** The insurance event must be documented with the rental car company. Also, all other regulations of registration or documentation of the event must be followed.
- The Insured Person must ask the rental company the confirmation about the absence of the casco insurance or the sum of the deductible of casco insurance covering the rental car.
- 177.**

#### Insurance compensation

- 178.** In case of the insurance event If shall compensate the repair costs of the rental car. If the repair is technically impossible or the repair costs exceed 70% of the rental car's market value and in case of theft or robbery, If shall compensate the market value of the rental car.
- 179.** In case of the rental car insurance event, If shall additionally compensate the repair costs or market value of the Insured Person's personal belongings, which were located in the rental car at the moment of the insurance event. The compensation is limited up to 2500 euros.
- 180.** The exclusion of set forth in the articles 72, 96 and 97 of luggage insurance shall be applied in case of personal belongings.
- 181.** In any case the compensation, including towing costs, of the rental car insurance shall be limited by 40 000 euros.
- 182.** If shall not pay compensation, if the loss or damage shall be compensated by the compulsory motor third party liability insurance or its equivalent insurance.
- 183.** If there is casco insurance covering the rental car, this insurance compensates only the difference between the deductibles, provided that the deductible of casco insurance exceeds the deductible of this insurance.
- 184.** NB! This is not compulsory motor third party liability insurance. If shall compensate no loss or damage to the third parties, such as repair cost of the pothole car in the traffic accident, bodily injury, damage to the personal belongings etc.

#### Towing costs

- 185.** If shall indemnify the reasonable and necessary towing costs of the rental car from the site of an insurance event to the nearest storage location or workshop within the borders of the same country.
- 186.** If towing is done across the border, If shall indemnify the towing costs provided that they have been previously approved by If.
- 187.** If does not indemnify the cost of removal or any other costs (rescue, placing on the road etc), which are related to the trailer of the rental car, or goods in the rental car or on the trailer.

#### Deductible

- 188.** The deductible of 250 euros, shall be deducted from the insurance compensation.

#### Safety requirements

- 189.** When leaving the rental car, the driver must close all windows and the roof hatch, lock all doors, take along all keys, remote controls and documents, remove and take along the removable front panel of the audio device and engage antitheft devices.
- 190.** The keys, remote controls and documents must be stored in a location and manner in the case of which they cannot be removed without robbery or breaking into a building.
- 191.** The keys, remote controls and documents of the rental car must not be left in rental car or trailer.
- 192.** After the rental car is damaged, it may be used if it has been checked and ascertained that it is in the technical condition required for using, e.g. oil or fuel are not leaking, tires are intact, steering wheel and brakes are functioning.

- 193.** A rental car may be driven only with the respective right to drive and a valid driver's license in the country, where the rental car is used.
- A rental car must be in a technical condition required by the legal acts, e.g. tires suitable for the season, level of wear and tear of the tires, brakes in working order, lights.
- 194.**
- 195.** A rental car must be used within the limits allowed by the manufacturer.

#### Rental car insurance exclusions

NB! Please be sure to read the general exclusions, which also apply.

#### Persons related to the policyholder

- 196.** If shall not indemnify damages if the intentional damages to, theft or robbery of the rental car or attempt thereof was committed by the following persons:
- 196.1.** the policyholder or Insured Person;
- 196.2.** the legal possessor of the rental car, their representative, employee or a person dependent on them;
- 196.3.** a parent, child, grandchild of the policyholder, Insured Person or legal possessor of the rental car;
- 196.4.** a spouse, partner, daughter-in-law, son-in-law;
- 196.5.** a person who lives together in the same household with the policyholder, Insured Person or legal possessor of the rental car.
- 197.** Persons listed in the previous article are considered to be persons connected to the policyholder.

#### State of intoxication

- 198.** Upon establishing the state of intoxication, If shall rely on the allowed limits established by the law of the country where the insurance event occurs.
- 199.** If shall not indemnify damages if the driver of the rental car was in the state of intoxication at the time of the insurance event.
- 200.** If shall not indemnify damages if the driver consumes a substance causing the state of intoxication after the occurrence of a traffic accident and before the checking of the state of intoxication by the police or medical institution or refuses to have the state of intoxication established.

#### Leaving the site of the event

- 201.** If shall not indemnify damages if the driver of the rental car leaves the site of the event after the accident, thereby breaking the law.

#### Off-road use of the rental car

- 202.** If shall not indemnify the damages caused in a territory closed for traffic (e.g. airport, mine, road construction site etc).
- 203.** If shall not indemnify damages that were caused on a body of water beyond the officially opened ice road.
- 204.** If shall not indemnify damages that were caused in an area not foreseen for traffic, if the damages were related to the characteristics of the area, e.g. sinking in a swamp, collision with a stump on a terrain etc.

#### Driving in deep water

- 205.** If shall not indemnify if the damages were caused by entry of water into the rental car, into the engine of the vehicle or equipment of the vehicle because the vehicle was driven in deep water, e.g. the road is flooded etc.

#### Competitions and races

- 206.** If shall not indemnify if the damages were caused by entry of water into the rental car, into the engine of the vehicle or equipment of the vehicle because the vehicle was driven in deep water, e.g. the road is flooded etc.

**Maintenance, wear and tear, guarantee**

- 207. If shall not indemnify damages that were caused as a result of the policyholder, Insured Person or user of the rental car repairing or maintaining the vehicle on their own, including charging the battery, replacing the worn off parts, installed tyres etc.
- 208. If shall not indemnify damages for which the manufacturer, seller or repairer is responsible, such as damages indemnified on the basis of the manufacturer's warranty.
- 209. If shall not indemnify the cost of repairing the failures of the rental car, except if the fault was caused by a sudden and unforeseen circumstance beyond the rental car.
- 210. If shall not indemnify damages that were caused as a result of improper maintenance or repairs.
- 211. If shall not indemnify the cost of maintenance or replacement of worn out parts.
- 212. If shall not take into account the exclusions set out in articles 207 – 210 in case of fire, driving off the road, turning the car over or collision, if the rental car has been maintained as required and passed the technical inspection.

**Oil or other liquid, gas in the equipment of the rental car**

- 213. If shall not indemnify damages that were caused as a result of wrong quantity, circulation or use of oil or other liquid or gas in the equipment of the rental car, except in case if it was due to the insurance event.

**Illegal or wrong fuel**

- 214. If shall not indemnify damages caused to the rental car's engine as a result of using illegal or wrong fuel.

**Normal wear and tear, depreciation, corrosion**

- 215. If shall not indemnify damages that were caused as a result of normal wear and tear, depreciation or corrosion of the rental car.

**Items that are not indemnified**

- 216. If shall not indemnify damages that were caused to a camera, navigation device and equipment that can be removed from the rental car without applying force or using tools.

**Rescue board's and other costs**

- 217. If shall not indemnify the costs of the Rescue Board or other public institution.

**Damages after the destruction of the rental car**

- 218. If shall not indemnify damages that were caused after the destruction of the rental car. The rental car shall be considered destroyed if its restoration is not reasonable.

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

- 219. If shall indemnify telephone calls made, emails, web messages, e-conversations etc. sent to If or If's loss adjustment partners, transport company, travel agency, accommodation establishment or any other company that provides travel services in relation to the insurance event from a foreign country.
- 220. Indemnity limit for the telephone calls and e-messages for a trip is 200 euros.

**General exclusions**

- 221. General exclusions are used for all insurance events.
- 222. If shall not pay indemnity if the case does not constitute an insurance event.
- 223. If shall not pay indemnity if the event that caused the damages was foreseeable.

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

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

**Foreseeable event**

- 226. If shall not indemnify if the damages were caused by a circumstance that was known or foreseeable for the policyholder or Insured Person by the time of the conclusion of the insurance contract.

**Moral damage**

- 227. If shall not indemnify moral damages or non-property damage.

**Event that occurred in the Home Country**

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

**Activities of the policyholder and Insured Person**

- 229. If shall not indemnify if
  - 229.1. the Insured Person caused the insurance event intentionally or due to gross negligence;
  - 229.2. the Insured Person caused the insurance event by driving a vehicle for the driving of which he or she had no licence;
  - 229.3. the damages were caused or facilitated by the Insured Person by committing an offence that had the characteristics of an intentional crime or misdemeanour;
  - 229.4. the policyholder or the Insured Person submitted incorrect data to If.

**State of intoxication**

- 230. If shall not indemnify if the insurance event or damages were caused or facilitated by the Insured Person's state of intoxication or its residues.

**Searching for the Insured Person**

- 231. If shall not indemnify the cost of searching for the Insured Person.

**Costs indemnified by another person**

- 232. If shall not indemnify damages that are paid based on the Motor Third Party Liability Insurance.
- 233. If shall not indemnify damages if the costs have already been covered by the Health Insurance Fund, another insurer, transport company, provider of travel services or any other person, or a decision has been made to cover the costs.

**Strike, interruption of work (lockout)**

- 234. If shall not indemnify if the damages were caused by strike or lockout, except in the cases specified in articles 101 and 103.

**Bankruptcy, insolvency**

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

**Natural disaster**

- 236. If shall not pay indemnity if the damages were caused by earthquake, avalanche, flood, forest fire, hurricane, cyclone, volcano eruption, tsunami, except travel interruption indemnity for trip interruption due to evacuation. Furthermore, the aforementioned exclusion shall not be valid for medical assistance insurance if the insurance event occurred within 14 days from the start of the natural disaster and the Insured Person was on the trip already before the occurrence of the natural disaster.

### Epidemic

- 237.** If shall not compensate, if the loss was caused by the pandemic, epidemic or infection control measure applied by the state, such as closing border, application of quarantine requirements, applying limitations against COVID-19 etc. This exclusion shall not be applied in cases provided by the insurance conditions:
- 237.1.** in the medical assistance insurance, if the insurance event occurred during 14 days from the outbreak of the pandemic or epidemic or the beginning of the application of the infection control measures and the insured person was at the trip already before the aforementioned event (see p 23– 24);
- 237.2.** in case of trip interruption due to evacuation (see p 116), provided that the Foreign Ministry of Estonia or some other state body has not published the information or suggestion to avoid a region or country prior to the beginning of the trip.

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

- 238.** If shall not pay indemnity if the damages were caused by a war or armed conflict, uprising, mass disorder, except travel interruption indemnity for trip interruption due to evacuation.
- 238.1.** If the Insured Person does not participate in the aforementioned activities and arrived in the respective area before the emergency situation commenced, the medical assistance insurance shall be valid for an additional 14 days from the commencement of the emergency situation.
- 238.2.** In case of war between the permanent members of the United Nations (UN) Security Council, the exclusion of war is used immediately from the start of the war, there shall be no 14-insurance cover.

### Terrorism

- 239.** Terrorism is any activity, including use of violence:
- 239.1.** that has been committed by one person or a group of persons who act independently or in relation to an organisation and
- 239.2.** such activity serves a political, religious or ideological purpose, including influencing a government or causing fear in the public for political, religious or ideological purposes.
- 240.** If shall not indemnify damages that were caused by terrorism, except trip interruption as a result of evacuation. Furthermore, the aforementioned exclusion is not used for medical assistance insurance if the insurance event took place within 14 days from the terrorist act and the Insured Person was on the trip already before the terrorist act occurred.
- 241.** If shall not indemnify damages that were caused by measures taken to prevent a terrorist act (e.g. suspension of transport, additional checks, limitations for transport of items etc.).

### Limitations arising from international sanctions

- 242.** All risks the insurance of which is in conflict with or that will be in conflict with limitations, prohibitions or sanctions that were established by the UN, European Union, United Kingdom of Great Britain and Northern Ireland or United States of America shall be excluded from the insurance cover from the day when the aforementioned limitations, prohibitions or sanctions are valid for the respective contract.
- 243.** If the sanctions established by the UN, European Union, United Kingdom of Great Britain and Northern Ireland or United States of America directly or indirectly hinder provision of the insurance service based on the respective contract, If shall have the right to cancel the contract by sending the policyholder a written notice. The contract shall be considered as cancelled 14 days after the day when the cancellation notice was received by the policyholder. In case of communication interruption, it shall be considered that the cancellation notice is delivered if the notice has been sent out or was attempted to be sent out.

### Other exclusions

- 244.** If shall not indemnify if:
- 244.1.** the insurance event was caused by a nuclear weapon, nuclear energy or radioactivity;
- 244.2.** the insurance event, damage or loss is caused by the activities of the police, border guard, customs employees or any other

- 244.3.** officials exercising public authority; damages are caused by arrest, detention, confiscation or expropriation of property.
- 244.4.** If shall not pay compensation, if the Estonian Ministry of Foreign Affairs or any other state body has published information to avoid a region or country, the insured travelled there after the issuing of the information and the cause of the insurance event is the matter being the basis of the aforementioned information (e.g infectious disease, control measures of infectious disease, natural catastrophe or terrorism in the travel area).

### General instructions for loss event

- 245.** If must be notified of the occurrence of a loss event at the first opportunity. If will provide specific instructions for further action.
- 246.** The policyholder or the Insured Person must take any and all measures in order to prevent further escalation of the damages, e.g. in case of falling ill, go to a doctor; notify the air carrier immediately of the loss of luggage etc.
- 247.** The policyholder or the Insured Person must first apply for the indemnity or refunding of the advance payment from the provider of the services related to the trip, such as air carrier, accommodation establishment etc.
- 248.** In case of a loss event correct and full information regarding the circumstances of the loss event, amount of loss and possible persons responsible must be provided to If.
- 249.** In case of a loss event documents, written explanations must be provided to If and If's questions must be answered. If copies were submitted to If, If shall have the right to request the original documents.
- 250.** If shall have the right to obtain documents and information related to the loss event from third parties.
- 251.** Upon a request from If, the policyholder is required to present documents regarding the Insured Person's trip's beginning and end, time spent in transit locations and route of the trip.
- 252.** Please read about the instructions for activities in articles concerning insurance covers! For more detailed information, please call to If's insurance telephone 777 1211.

### Insurance indemnity

- 253.** To obtain insurance indemnity information on the loss event and expenses must be submitted to If.
- 254.** If shall establish if the case constitutes an insurance event and to what extent they are obliged to indemnify damages.
- 255.** The persons entitled to the indemnity shall be the Insured Person or the company that provided service to the Insured Person, such as travel agency, medical institution etc.
- 256.** If indemnification depends on circumstances identified during judicial or pre-trial proceedings, If shall have the right to make the decision to indemnify or refuse to indemnify after the proceedings have been suspended or terminated.

### Breach of the insurance contract

- 257.** Should If delay with indemnifying, If shall pay a fine for delay according to the Law of Obligations Act.
- 258.** If the Insured Person or policyholder have breached the insurance contract, including the safety requirements, If shall have the right to decrease the indemnity or refuse to pay the indemnity, unless foreseen differently in the Law of Obligations Act.
- 259.** If shall have the right reclaim the indemnity partially or fully if If has discovered the breach of the insurance contract only after paying the indemnity.

**Sending notifications**

260. If forwards any notifications related to the insurance agreement by e-mail, post or SMS message.
261. If regards an e-mail to be sent by the person from whose e-mail address the letter has been sent, if the address has been noted in the documents related to the insurance agreement or published on the person's website or in anyother manner.

**If's obligation to notify the policyholder**

262. In the case of any changes in If's name or legal form, address or insurance supervision address, If notifies the policyholder of this on the website of If or in the mass media.

**Expiry, change or termination of insurance contract**

263. If the insurance contract between Inbank AS and If P&C Insurance AS expires, will be changed or terminated, the Inbank AS will inform the Insured Persons about this two (2) months in advance.

**Resolution of disputes and applicable law**

264. In the case of disputes, the Estonian version of the insurance conditions will be taken as the basis.
265. If wishes to mainly resolve insurance disputes by means of negotiations. When an agreement is not reached, the dispute is resolved in court or in an insurance conciliation body.
266. The insurance conciliation body can be addressed through the Estonian Insurance Association ([www.eksl.ee](http://www.eksl.ee), Mustamäe tee 46, Tallinn 10621). If must take part in the conciliation proceedings. The conciliation proceedings is free of charge. Before approaching the insurance conciliation body, a claim must be presented to If.
267. Complaints regarding the conduct of If can be filed to the Estonian Financial Supervision Authority, [www.fi.ee](http://www.fi.ee), Sakala 4, Tallinn 15030.
268. Estonian legislation shall be applied to this insurance agreement. Any disputes arising from the insurance agreement are under the jurisdiction of Harju County Court.
269. As deviation from the previous article the law of Latvia or Lithuania and the jurisdiction of the court in Latvia or Lithuania shall be applied respectively if the Insured Person person, who's country of domicile is Latvia or Lithuania, presents the claim related to the insurance compensation on the basis of this Insurance Contract.