

TERMS AND CONDITIONS OF TRAVEL INSURANCE

KT.0119.04

These terms and conditions of travel insurance shall be applied with respect to travel insurance contracts entered into in ERGO Kindlustuse AS. In matters which have not been regulated by the terms and conditions of travel insurance the parties to the insurance contract shall proceed from the Law of Obligations Act and other legislation.

§ 1. Insurer

The insurer is ERGO Kindlustuse AS.

§ 2. Policyholder

(1) The policyholder is a person who has entered into an insurance contract.

(2) The policyholder may be a person who has an insurable interest.

§ 3. Insured person

The insured person is a person specified in the insurance contract the insured risk of whom is insured.

§ 4. Call centre

The call centre is a legal person specified in the insurance contract who is a partner of the insurer and who, where necessary, organises proceedings of insured events outside Estonia.

§ 5. Trip

A trip is the insured person's temporary stay abroad. The insured person's permanent residence abroad is not considered a trip.

§ 6. Insurance period, validity of the insurance contract and the territorial scope

(1) The insurance period is a period of time on the basis of which insurance premium is calculated.

(2) The insurance contract shall be valid in the insurance period, on the terms and conditions and in the territory set out in the insurance contract.

(3) The territorial scope is the area specified in the insurance contract. Exceptionally, Estonia is considered the territorial scope in case of travel disruption insured events.

§ 7. Insured event

(1) An insured event is an unexpected and unforeseen event set out in § 14 of these terms and conditions, upon which the insurer is obliged to perform the insurance contract.

(2) If the time of occurrence of the insured event cannot be determined, the moment when the policyholder or the insured person should have learned about the insured event shall be deemed the time of occurrence of the insured event.

§ 8. Insurance indemnity and forms of indemnification

(1) The insurance indemnity is an amount of money which is disbursed for compensation for the damage.

(2) The insurer shall decide on the form of indemnification and the amount of the indemnity.

(3) The amount of the indemnity per insured event shall be confined to the extent of the damage suffered as a result of the insured event and the sum insured.

§ 9. Sum insured

The sum insured is the maximum indemnity payable per any one insured and any one insured event.

§ 10. Multiple insurance

(1) Multiple insurance is a situation where the risk related to the insured person has partially or fully been insured at several insurers and where the total amount of the indemnities payable by the insurers would exceed the amount of the damage.

(2) In case of multiple insurance the insurer shall bear joint and several liability.

§ 11. Insured risk and material circumstances affecting it

(1) The insured risk is a danger which is being insured against. An increase of the probability of the insured event shall be deemed an increase of the probability of the insured risk.

(2) The insured risk related to an employment and service relationship (hereinafter work):

1) for the purpose of these terms and conditions work is an activity performed on the basis of a respective contract and for pay. Participation in training, a seminar or conference shall be treated as work only if one participates in it as a lecturer or training provider;

2) upon performance of work the insurance coverage shall be effective only if a respective notice has been made on the insurance policy.

(3) The insured risk related to competitive sports:

1) for the purposes of these terms and conditions competitive sports is an activity which is aimed at succeeding in athletic competition, incl. participation in training and competitions. Competitive sports is not an activity which is pursued solely for the purpose of maintaining and strengthening one's health (amateur sports);

2) upon engaging in competitive sports, the insurance coverage shall be effective only if a respective notice has been made on the insurance policy.

(4) The insurer shall be immediately notified about an increase of the probability of the insured risk, unless the increase of the probability of the insured risk has been caused by a generally known circumstance.

§ 12. Deductible

(1) The deductible is an amount of money specified in the insurance contract which is compensated by the insured person upon any insured event.

(2) The deductible shall be applicable in events specified in the insurance contract.

§ 13. Premium

(1) The insurance premium is an amount of money which the policyholder shall pay the insurer.

(2) The insurance premium shall be paid by the deadline set out in the insurance contract.

§ 14. Claims and restrictions related to insured events

An insured event is the suffering of damage by the insured person as a result of events provided for in the following insurance options:

(1) Medical expenses insurance. Damage arising from the onset of an illness, development of an acute condition of a chronic illness or accident suffered by the insured person shall be compensated for. The aforementioned circumstances include the following:

1) the onset of an illness – an unexpected disturbance of the body caused by a factor harmful to health and the first features of which appear in the course of the trip during the insurance period and which the insured person has not been medically diagnosed with before commencement of the trip and which requires emergency medical care;

2) development of an acute condition of a chronic illness - the onset of an illness which has lasted over 6 weeks and become acute;

3) an accident – an unexpected and unforeseen event which occurs against the free will of the insured person and as a result of which an external and/or violent force causes physical harm or death of the insured person.

(2) Travel disruption insurance. Damage arising from being late for the trip, disruption of the trip or cancellation of the trip is compensated for. The aforementioned circumstances include the following:

1) being late for the trip – the insured person fails to reach the point of departure or connecting flight;

2) trip disruption – the insured person has left the country of residence to the territorial scope as planned, but fails to reach the destination or the country of residence as planned;

3) trip cancellation – the insured person cannot go on a planned trip.

4) The travel disruption may be caused by:

1) an illness, accident or death of the insured person or his or her travel companion with whom the insured person planned on going on the trip or of a person connected with the insured person (spouse, cohabitant, child, grandchild, mother, father and/or other persons with whom the insured person shares the household);

2)) damage caused to the household property of the insured person immediately before commencement or during the trip (burglary, fire or water damage, etc.) as a result of which the presence of the insured person is unavoidably necessary;

3)) the involvement of the insured person in a traffic accident or the insured person becoming a victim of a crime;

4)) the involvement of the public transport vehicle (incl. a taxi) used by the insured person in a traffic accident, the belatedness of the same due to a technical failure or bad weather conditions.

(3) Luggage and personal belongings insurance. Damage arising from theft, robbery, loss, harm and/or belatedness of the luggage in the point of connecting flight or destination shall be compensated for. Thereby the following shall be taken into account:

1) the luggage means the personal belongings and clothes of the insured person which the insured person has taken with him or her on the trip;

2) the loss, harm or belatedness of the luggage shall be deemed an insured event if it is caused by reasons which are beyond the control of the insured person;

3) the belatedness of the luggage shall be deemed an insured event if the luggage is over 6 hours late for the point of destination or connecting flight;

4) the luggage does not mean precious metals or stones (including jewellery made thereof), works of art, unique and antique objects, collections, easily breakable porcelain, marble, glass and clay objects, means of transport and their spare parts, money, bankcards, securities and documents (except the passport and driver's license), souvenirs, manuscripts, photos, plans, drawings, animals, plants, seeds, medical products and musical instruments.

§ 15. Entry into and entry into force of the insurance contract

(1) Upon entry into the insurance contract, the policyholder shall provide the insurer with correct and complete data in matters related to the insurance contract and notify the insurer about all the material circumstances known to the policyholder which affect the insured risk.

(2) Upon entry into the insurance contract, the insurer shall introduce the terms and conditions of insurance to the policyholder.

(3) The insurance contract shall enter into force and the insurance coverage shall commence on the start date of the insurance period indicated on the insurance policy.

(4) If the premium has not been paid by the agreed date, the insurer shall be released from the obligation to perform the insurance contract.

§ 16. Expiry and termination of and withdrawal from the insurance contract

(1) The insurance contract shall expire:

- 1) upon expiry of the insurance period;
- 2) upon termination of the insurance contract;
- 3) upon withdrawal from the insurance contract;
- 4) in other grounds prescribed by law.

(2) The parties to the insurance contract have the right to terminate the insurance contract pursuant to the procedure and on the grounds prescribed by law.

(3) The insurer has the right to terminate the insurance contract:

1) if the policyholder and/or the insured person has violated the terms and conditions of the insurance contract;

2) if the policyholder and/or the insured person has deceived or tried to deceive the insurer in connection with the circumstances of the insurance contract or the insured event;

3) upon an increase of the insured risk.

(4) Upon termination of the insurance contract, the insurer shall adhere to the requirements and deadlines provided for in the Law of Obligations Act.

(5) The insurer does not have the right to terminate the insurance contract if the breach of the terms and conditions of the insurance contract does not increase the insured risk or the obligation of the insurer to perform the insurance contract.

(6) After the insured event both parties may terminate the insurance contract by notifying the other party thereof one week in advance. Upon termination of the insurance contract, the insurer shall remain obligated to perform the insurance contract

with respect to the insurance events which have occurred during the term of validity of the contract.

(7) The insurer has the right to withdraw from the insurance contract if upon entry into the insurance contract the policyholder has failed to notify the insurer about the material circumstances which affect the insured risk or if the policyholder has intentionally given false data. The insurer has the right to withdraw from the contract within one month as from the time when the insurer learned or had to learn about the breach of the notification obligation.

(8) If the policyholder has failed to pay the insurance premium within 14 days as from the agreed deadline and if the insurer has not given the policyholder a new payment deadline during such term, it shall be deemed that the insurer has withdrawn from the contract.

(9) Upon termination of the insurance contract, the policyholder has the right to a refund of the insurance premium paid for the time remaining until the end of the insurance period, less the business expenses of the insurer (15% of the insurance premium).

(10) Upon withdrawal from the insurance contract, the insurer shall refund to the policyholder the insurance premium paid, less the business expenses of the insurer (15% of the insurance premium).

(11) The insurance contract cannot be terminated if it is a frequent travel insurance contract which has entered into force.

§ 17. Obligations of the policyholder and the insured person

(1) The policyholder and/or the insured person shall:

1) upon entry into the insurance contract, notify the insurer about any and all circumstances known to him or her, which affect the insurer's decision to enter into the insurance contract or to do it on the agreed additional conditions;

2) take any steps necessary for prevention of the insured event and possible damage, not increase the insured risk and not allow it to be increased by a third person;

3) immediately notify the insurer about the emergence of multiple insurance and an increase of the probability of the insured risk.

(2) Upon occurrence of the insured event, the insured person shall:

1) take measures for prevention of an increase of the damage and reduction of the possible damage;

2) notify about the insured event personally or through a representative as soon as possible, as follows:

1)) upon contracting an illness or in case of an accident, notify the insurer and/or the call centre and follow their instructions;

2)) in the event of belatedness, disruption or cancellation of the trip, contact the servicing travel agency, transportation company or hotel for cancellation of the trip or parts thereof or acquisition of new transport tickets;

3)) upon loss or harm of the luggage, notify the representative of the company which serviced him or her at the time of occurrence of the insured event; if possible, preserve the damaged property in the post-loss condition and collect explanations from witnesses who know the circumstances related to the event;

3) register and formalise the accident, theft (robbery) and vandalism in a law enforcement agency pursuant to the legislation effective in the country of location and, in case of fire, register and formalise it in law enforcement and rescue agencies;

4) submit to the insurer a written application along with original documents and data about the event, the presumable amount of damage, the witnesses, the parties involved and the person at fault and follow the instructions of the representative of the insurer.

(3) The insured person is obliged to prove the insured event. The insured person shall provide the insurer with information necessary for verification of the performance of the insurer's contractual obligations.

§ 18. Obligations of the insurer

The insurer shall:

(1) before entry into the insurance contract, introduce the documents of the insurance contract to the policyholder;

(2) after receiving a written application from the insured person immediately start adjustment of the insured event and identify the amount of damage to be compensated;

(3) make the loss adjustment decision or a decision of refusal thereof immediately, but not later than within 10 workdays as from receiving all the required documents and identification of the amount of damage and the circumstances of occurrence thereof. If a misdemeanour procedure or criminal proceedings the results of which determine the disbursement of the insurance indemnity and/or the amount of the indemnity has or have been launched the insurer shall make its decision after the misdemeanour procedure or criminal proceedings has or have been terminated, suspended or a court judgement has entered into force.

The insurer shall immediately, but not later than within 5 workdays as from making the decision, notify the insured person in writing about refusal to compensate for the damage, indicating the reason and basis for refusal or reduction of the insurance indemnity.

§ 19. Procedure for indemnification

(1) On the basis of the medical expenses insurance the following shall be indemnified:

- 1) essential examination and treatment costs (incl. medicament costs) indicated and/or prescribed by a doctor;
- 2) necessary transportation costs abroad in connection with the insured event;
- 3) costs of transportation of the insured person to the country of permanent residence – upon prescription of a doctor and prior consent of the insurer;
- 4) costs of hospitalisation and outpatient treatment for up to 45 days;
- 5) unavoidable and justified travel and accommodation expenses of one person who accompanies the insured person (round trip) – upon the prior consent of the insurer;
- 6) costs of dental emergency assistance with the maximum indemnity of 2,000 Estonian kroons (hereinafter kroons) per event;
- 7) in the event of death of the insured person the costs of burying the remains abroad with the maximum indemnity of 25,000 kroons or the costs of cremation and/or transportation of the remains to the country of permanent residence of the insured person with the maximum indemnity of 100,000 kroons.

(2) On the basis of the travel disruption insurance the following shall be compensated for:

- 1) in the event of belatedness for the trip the cost of tickets and services which have been included in the travel package and which have been purchased but not used or the costs of changing the tickets or additional costs of purchasing new tickets. The additional costs shall not be indemnified in excess of the cost of the accommodation and transportation costs included in the initial travel package.
- 2) in the event of disruption of the trip the cost of tickets and services which have been included in the travel package and which have been purchased but not used or the costs of changing the tickets or additional costs of purchasing new tickets or the unavoidable and reasonable costs of returning to Estonia. The additional costs shall not be indemnified in excess of the cost of the accommodation and transportation costs included in the initial travel package.
- 3) in the event of cancellation of the trip the part of the cost of the tickets and services which have been included in the travel package in respect of which the insured person is not entitled to a refund from the tour operator.

(3) If returning to Estonia is delayed because of a travel disruption event the insurance period shall be extended by 48 hours.

(4) On the basis of the luggage and personal belongings insurance the costs of purchasing or organising the luggage shall be indemnified if the luggage had been left in the possession of the tour operator, transportation company or hotel or the closed luggage compartment of a vehicle. The maximum indemnity limit of an item belonging to the luggage shall be 25% of the insured sum of the luggage and personal belongings insurance. The costs of issuance of documents which are necessary for continuing the trip (excluding the deductible) and the costs of necessary staple goods purchased due to the belatedness of the luggage with the maximum indemnity of 500 kroons a day, but not more than 25% of the insured sum of the luggage and personal belongings insurance shall be indemnified.

(5) The safety requirements of the luggage and personal belongings insurance are as follows:

- 1) the luggage shall be reasonably guarded;

2) in the place of accommodation personal belongings with a value of over 2,000 kroons shall be kept in a locked or other safe place;

3) in a vehicle the personal belongings shall be in a locked luggage compartment and they shall not be visible;

4) the luggage shall not be left in the vehicle or trailer for the night (22:00 – 06:00);

5) a third person shall not be granted possession of the luggage and the luggage shall not be kept in a place that is accessible to passers-by.

(6) If the luggage becomes unusable or is lost, its pre-insured event market value shall be compensated for.

(7) If the lost luggage or a part thereof is returned to the insured person, the insurer person shall give it to the insurer or return the respective amount of the insurance indemnity.

(8) The insured person shall be compensated for reasonable and necessary communication costs incurred in connection with the insured event to the extent of the maximum indemnity of 300 kroons.

(9) Upon failure to perform an obligation by the due time the insurer shall pay default interest in the amount of 0.2% of the indemnified sum per day, but not more than 10% of the indemnified sum.

§ 20. Releasing the insurer from the obligation to perform the insurance contract

(1) The insurer shall be partially or fully released from the obligation to perform the insurance contract if:

- 1) the policyholder and/or the insured person has failed to perform at least one requirement set out in § 17 or § 20;
- 2) the policyholder has failed to pay the insurance premium by the agreed date and the insured event occurs after the due date of the insurance premium;
- 3) the policyholder and/or the insured person has intentionally or due to severe negligence (upon performance of the contractual obligations, significant failure in exercising the necessary carefulness) violated at least one condition of the insurance contract which affects the occurrence of the insured event or the extent of the damage;
- 4) the insured event has occurred due to severe negligence or intent of the policyholder and/or the insured person. Severe negligence means a situation where the person foresees the consequences of his or her behaviour, but light-heartedly hopes that the consequences will not follow.
- 5) at the time of occurrence of the insured event the insured person was intoxicated or under the influence of narcotic drugs or psychotropic substances; in such a state of illness or tiredness which did not allow for adequate perception of the situation;
- 6) the policyholder and/or the insured person has misled or attempted to mislead the insurer in terms of the circumstances and/or extent of loss or tried to deceive the insurer in another manner in respect of the insurance contract or the circumstances of performance thereof.

(2) The insurer shall decide on the extent of the release from the obligation to perform the insurance contract.

§ 21. Preclusions

(1) On the basis of the medical expenses insurance the following shall not be indemnified:

- 1) costs of resort and/or sanatorium treatment;
- 2) cost of medical assistance provided due to chronic diseases and illnesses appearing before entry into force of the insurance contract and/or previously diagnosed illnesses, except in case of acute illnesses which pose a direct threat to the life of the insured person and in case of which travelling has not been medically counter-indicated;
- 3) travel and accommodation costs of the person escorting the insured person if the doctor and the insurer do not find the presence of such person necessary;
- 4) medical assistance cost related to pregnancy and labour (except complications related to pregnancy which appear for the first time during the trip, after entry into of the insurance contract);
- 5) costs of treatment and diagnostics of venereal diseases, HIV and/or illnesses arising therefrom;
- 6) cost of medicaments purchased without the prescription of a doctor and the cost of treatment of the physical harm arising from consumption thereof;
- 7) cost of planned treatment of illnesses and injuries;

- 8) costs of dental treatment (except emergency assistance in case of acute toothache or accident);
 - 9) cost of plastic and cosmetic surgery;
 - 10) cost of purchasing auxiliary medical equipment (glasses, hearing aids, prosthetic appliances);
 - 11) cost of diagnostics and treatment of mental illnesses and conditions;
 - 12) cost of disinfection;
 - 13) cost of vaccination, medical examination and laboratory analysis which is not related to the insured event;
 - 14) damage suffered by the insured person in connection with his or her work or training in the following occupations: miner, fisherman, sailor, police officer, security employee, crew member of a ship or a plane, member of the Defence Forces (unless provided otherwise on the insurance policy).
 - 15) damage suffered by the insured person in connection with his or her engagement in the following sports: alpinism, car racing and motor sports (incl. aquatic motor sports), bungee jumping, jet bike and snowmobile racing, skydiving, aviation sports, mountain hiking, competitive sports (e.g. tae kwon do, boxing, etc.) and extreme sports (unless provided otherwise on the insurance policy).
 - 16) any medical assistance cost not related to unexpected contraction of an illness or accident;
 - 17) costs of services and treatment not provided by a hospital, doctor or nurse;
 - 18) treatment cost if the insured person is entitled to free treatment or care;
 - 19) treatment cost the compensation of which the insured person is entitled to demand from a third person on the grounds provided by law;
 - 20) treatment cost in the country of permanent residence of the insured person;
 - 21) costs compensated through the health insurance system.
- (2) On the basis of the travel disruption insurance the following shall not be indemnified:
- 1) damage the cause of which has appeared before entry into the insurance contract;
 - 2) damage caused by the pregnancy or labour of the insured person;
 - 3) the part of damage which has been or will be compensated for by the tour operator and/or the transport company or which is to be compensated for on the basis of another contract and/or person pursuant to the procedure provided by law;
 - 4) damage arising from the involvement of a means of transport in an accident which has not been properly documented;
 - 5) damage caused by the fact that there was not enough time for reaching the point of departure or connecting flight (traffic

conditions, poor weather conditions, the required minimum time necessary for taking the connecting flight, etc.);

6) damage the cause of which has appeared before 72 hours have passed from entry into the insurance contract;

(3) On the basis of the luggage and personal belongings insurance the damage which has been caused by the following shall not be indemnified:

- 1) natural wear and tear and scratches of the luggage;
 - 2) caustic, staining or inflammable substances found in the luggage;
 - 3) poor weather conditions;
 - 4) loss of or forgetting the luggage;
 - 5) theft or robbery, unless the insured person travels by a travel package compiled by a travel agency, which includes at least a round trip and accommodation;
 - 6) theft or robbery, except damage caused to the luggage kept in a closed luggage compartment of a vehicle used by the insured person;
 - 7) use of objects, incl. sports equipment belonging to the luggage.
- (4) Moral damage, revenue foregone or damage the reason for which lies in cancelled training, non-performed transaction, etc., caused by the insured event shall not be subject to indemnification.
- (5) Damage which the insured person could have avoided shall not be indemnified.
- (6) Damage caused to the insured person in connection with the use of nuclear energy for any purpose or the state of lack of control thereof, natural disaster, epidemic, activities of authorities, terrorism, war, civil war, invasion, any armed conflict, mass riot, civil disturbance, revolution, coup d'état, strike, confiscation, arrest or lock-out shall not be indemnified.

§ 22. Refunding the insurance indemnity

The insured person and/or the policyholder shall refund the insurance indemnity if the circumstances excluding the indemnification have appeared after indemnification of the damage or if the damage has been indemnified by a third person pursuant to the procedure provided by law.

§ 23. Filing complaints and resolution of disputes

(1) The insured person has the right to file a complaint with the Financial Supervision Authority regarding the activities of the insurer.

(2) Any and all disputes arising from this insurance contract shall be resolved in the Tallinn City Court.

§ 24. Form of notices

Any and all notices between the parties to the insurance contract shall be sent in writing.

SPECIAL TERMS AND CONDITIONS OF TRAVEL INSURANCE Civil Liability Insurance

KT.0121.04

These special terms and conditions shall be applied with respect to insurance contracts entered into in ERGO Kindlustuse AS where the object of insurance is the proprietary obligations arising from the liability of the insured person. The special terms and conditions shall be effective only along with Terms and Conditions of Travel Insurance KT.0119.04. In the event of a conflict between these special terms and conditions and other conditions set out in the insurance contract the special terms and conditions shall be applicable.

§ 1. Insured event

(1) An insured event is the causing of damage to a third person by the insured person through an unlawful act (see § 1043 of the Law of Obligations Act), as a result of which the insured person is obliged to compensate for the damage, provided that the insured person is culpable of causing the damage and/or is liable for causing the damage pursuant to law.

(2) An insured event is when the aforementioned unlawful act has been committed during the insurance period and in the territory specified in the insurance contract.

(3) The policyholder and/or the insured person shall, as soon as possible, notify the insurer about an event which is deemed an insured event and/or about the claims filed against him or her, but not later than within one year after the expiry of the insurance period. After this deadline the insurer shall not have the indemnification obligation.

§ 2. Insurance indemnity and forms of indemnification

(1) The insurance indemnity is an amount of money which is paid out for compensation for the damage, costs and/or the necessary legal expenses.

(2) Claims arising only out of direct material damage shall be subject to indemnification.

(3) The indemnification shall be monetary.

(4) The amount of the indemnity shall be decided by the insurer.

(5) Legal expenses are an amount spent on the legal assistance of the insured person, expert assessment and court proceedings.

(6) The insurer shall compensate for the legal expenses if it is necessary for certifying the absence of the liability of the insured person.

(7) Only legal expenses which have been coordinated with the insurer beforehand shall be indemnified.

(8) The amount of the indemnity per insured event shall be confined to the extent of the damage and the sum insured.

§ 3. Sum insured and the maximum indemnity per insured event

(1) The sum insured is a sum provided in the insurance contract, which constitutes the maximum limit of all insurance indemnities

(2) The insured sum shall decrease by the indemnity (incl. the legal expenses) disbursed on the basis of the same insurance contract.

§ 4. Procedure for indemnification

(1) The indemnity shall be disbursed immediately but not later than within two weeks after the insurer has deemed the claim filed against the insured person as proven or after a respective court judgement has entered into force.

(2) If a part of the claim filed against the insured person has not been proven, the insurer shall indemnify only the proven part.

(3) If the insured person has come to an agreement with the claimant or indemnified the claim or a part thereof, the insurer shall not consider it to be binding if the actual extent of the claim has not been proven and/or the indemnification obligation of the insured person is disputable.

(4) If joint liability of the insurer person is concerned, the insurer shall indemnify only the part of the claim in respect of which the insurer person is liable under these terms and conditions of liability insurance

(5) If compensation for damage can be claimed under another non-life insurance contract, it shall be done before filing a claim on the basis of this contract.

§ 5. Preclusions

The following shall not be indemnified:

(1) claims based on revenue foregone or non-material claims;

(2) claims arising from public promising of pay;

(3) claims arising from the economic activities of the insured person;

(4) claims arising from *negotiorum gestio*;

(5) claims arising from unjustified enrichment;

(6) claims arising from risk liability (incl. the major source of danger) and liability of the producer;

(7) claims which are based on events which caused the damage and which the insured person and/or the policyholder was aware of before entry into the insurance contract;

(8) claims arising from war, an act of an external enemy, revolution, strike, civil disturbance, state of war, confiscation, nationalisation, crime, terrorism;

(9) claims arising from the intent, dishonesty, a crime being committed by the insured person or from acts committed in a state of intoxication from alcohol, a narcotic drug, a toxic substance intoxication or in another state of intoxication;

(10) the contractual liability of the insured person, the obligations assumed under the contract (incl. written and other guarantees, etc.);

(11) the claims between the insured person and the persons connected with him or her;

(12) claims arising from labour, service or family law disputes;

(13) claims arising from a land vehicle, water craft or aircraft belonging to, leased, borrowed, rented and/or driven by the policyholder and/or the insured person;

(14) claims arising from damage caused by sports equipment used by the insured person;

(15) claims arising from *Force majeure*;

(16) claims arising from damage caused as a result of participating in training and sports competitions and on funfair machines;

(17) claims arising from the radioactivity, radiation, toxicity or explosiveness of substances;

(18) claims arising from contamination and/or pollution;

(19) claims arising from fines, interest, default interest and other penalties added to the damage which the insured person or the injured person is ordered to pay;

(20) claims arising from asbestos dust, diethyl sulphate (DES), dioxin or the Acquired Immunodeficiency Syndrome (AIDS), infection, drugs or infectious diseases.

SPECIAL TERMS AND CONDITIONS OF TRAVEL INSURANCE

Personal Accident Insurance

KT.0120.04

These special terms and conditions shall be applied with respect to insurance contracts entered into in ERGO Kindlustuse AS where the object of insurance is the life of the insured person. The special terms and conditions shall be effective only along with Terms and Conditions of Travel Insurance KT.0119.04. In the event of a conflict between these special terms and conditions and other conditions set out in the insurance contract the special terms and conditions shall be applicable.

§ 1. Insured event

An insured event is an unexpected and unforeseen event which occurs during the insurance period, during the term of validity of the insurance contract and against the free will of the insured person on the terms and conditions set out in the insurance contract, as a result of which an external and/or violent force causes the death of the insured person.

§ 2. Validity of the insurance contract

The insurance contract shall be valid twenty-four hours a day in the insurance period, on the terms and conditions and in the territory set out in the insurance contract.

§ 3. Sum insured

The sum insured is a sum specified in the insurance contract, which is paid out to the successors of the insured person only if the insured person is deceased as a result of the insured event within one year after the date of occurrence of the insured event.

§ 4. Obligations of the policyholder and/or the policyholder's successor(s)

The policyholder and/or the policyholder's successor(s) shall be obliged to:

(1) notify the insurer as soon as possible after learning about the death of the insured person. The insurer shall be notified in writing even if the insurer has been notified about the insured event orally;

(2) provide the insurer with necessary information, explanations and documents, authorise the insurer to apply for the aforementioned or submit the aforementioned themselves at the request of the insurer.

§ 5. Obligations of the insurer

The insurer shall be obliged to maintain the confidentiality of the data disclosed to the insurer in connection with the insurance contract.

§ 6. Procedure for indemnification

Upon applying for the insurance indemnity the following shall be submitted to the insurer:

(1) an explanation of the policyholder and/or the successor(s) of the insured person regarding the circumstances of the insured event and a written indemnification application;

(2) the event of physical injury caused by a third person or a traffic accident a certificate of the police certifying it;

(3) a photocopy of the death certificate and the original copy of the succession certificate;

(4) the personal identification document of the person applying for the indemnity.

The insurer has the right to verify the correctness of the submitted information and request additional documents proving the insured event.

§ 7. Releasing the insurer from the obligation in to perform the insurance contract

The insurer shall be partially or fully released from the obligation to perform the insurance contract if:

(1) the policyholder, the insured person or the successor of the insured person has intentionally or due to severe negligence (upon performance of the contractual obligations, significant failure in exercising the necessary carefulness) violated at least one condition of the insurance contract which affects the occurrence of the insured event or the extent of loss;

(2) the policyholder or the successor of the insured person has misled or attempted to mislead the insurer in terms of the circumstances and/or extent of loss or tried to deceive the insurer in another manner in respect of the insurance contract or the circumstances of performance thereof;

(3) the insured event has a cause-and-effect relationship with consumption of alcoholic, narcotic, toxic, psychotropic or other intoxicating substances by the insured person;

(4) the insured event has occurred in connection with a crime being committed by the insured person or an attempt thereof.

The insurer shall decide on the extent of the release from the obligation to perform the insurance contract

§ 8. Preclusions

The following shall not be indemnified:

(1) losses arising from cerebral apoplexy, a fit of epilepsy or other events of cramps; nuclear energy or radioactivity; terrorism, war, civil war, invasion, any armed conflict, mass riot, civil disturbance, revolution, *coup d'état*, strike, confiscation, arrest or lock-out;

(2) physical injuries arising from treatment, incl. surgical treatment, unless the need for treatment arises from the insured event;

(3) bacterial infections, except lockjaw, rabies and other infections which are passed on through a wound; physical harm caused by insect stings or bites; infection with HIV, AIDS or hepatitis B;

(4) changes in spinal curves, cerebral or internal haemorrhaging, lower body or inguinal hernia, except events arising from the insured event;

(5) poisoning caused by solid substances or liquids which have been voluntarily consumed through the larynx (alcohol poisoning or poisoning of any narcotic substances, food poisoning, salmonellosis, dysentery, etc.);

(6) mental illness or medically diagnosed mental disorders and the related injuries;

(7) a suicide attempt or suicide;

(8) events happened to the insured person during the insured person's stay in a custodial institution as an imprisoned person; while the insured person files a non-power driven aircraft or while skydiving; if the insured person was the pilot or a crew member of an aircraft while making a professional flight; if the insured person participated in a race or test drive of motor vehicles as the driver, co-driver or a passenger; if the insured person engaged in a risky sport or hobby as well as in competitive sports and its training. Risky sports include motor sports, bungee jumping, boxing, alpinism, downhill skiing or speed skiing and other extreme sports and hobbies, any professional sports and other similar risk-involving sports and hobbies.