

These Insurance Terms specify the scope and terms of insurance cover under the travel insurance contract signed between the policyholder and the Estonian Branch of Compensa Vienna Insurance Group, ADB (hereinafter referred to as 'Compensa'). Matters not regulated in the insurance contract are governed by the Law of Obligations Act and other legislation.

1. TERMS AND DEFINITIONS

- 1.1. **Insured person** – the natural person indicated in the insurance policy who has a permanent residence in Estonia and whose risk is insured.
- 1.2. **Insurance indemnity** – the amount of money to be paid as compensation for the loss suffered as a result of an insured event. The amount of the insurance indemnity is limited to the sum insured.
- 1.3. **Insurance contract** – the written agreement signed between Compensa and the policyholder. The insurance contract consists of the insurance policy and these terms and conditions. The insurance contract has to be signed before the trip begins.
- 1.4. **Insurance package** – a package of insured risks and insurance covers and the relevant sums insured as indicated in Annex I to the Insurance Terms (e.g. Medical Assistance I, Medical Assistance II, Medical Assistance III, Business Class, VIP Class). The insurance policy applies to only one insurance package. The other insurance packages are not covered by the insurance contract. If the insurance policy does not specify an insurance package, the insurance package is Medical Assistance I.
- 1.5. **Insurance period** – the period indicated in the insurance policy during which the insurance cover is in effect.
- 1.6. **Policyholder** – a legal or natural person who enters into an insurance contract with Compensa for the benefit of himself or herself or another person. In the context of performance of obligations arising from the insurance contract, the insured person and the beneficiary are deemed **persons equivalent to the policyholder**. The policyholder is responsible for the conduct of these persons in the performance of the obligations arising from the insurance contract in the same way as for the policyholder's own conduct.
- 1.7. **Multi-trip travel insurance** – an insurance contract for an insurance period of one year, where the length of a trip is equal to the number of days specified in the insurance policy, counting from the beginning of the trip. If a trip is longer than the number of days indicated

in the insurance policy, the insurance cover will not extend to the travel days that exceed the specified period. The number of trips per year is not limited.

- 1.8. **Close relative** – mother, father, spouse/partner, grandparent, sister, brother or child of the insured person, or a child of the spouse/partner.
 - 1.9. **Medical assistance coordinator** – the service provider specified in the insurance contract, which is Compensa's contractual partner entitled to represent the insurer in the name of Compensa in relations with the insured person in order to regulate a possible insured event (coordination of the provision of medical assistance, registration of information regarding the insured event, provision of consultations, etc.). The contact details of the medical assistance coordinator are set out in an annex to the insurance policy.
 - 1.10. **Trip** – a temporary stay of the insured person outside the Republic of Estonia. A trip begins with leaving Estonia and ends with arrival in Estonia. If the point of departure and/or the point of destination of a trip is outside Estonia, the insurance cover specified in these Insurance Terms will apply on the condition that the insurance policy contains a corresponding notation.
 - 1.1.1. **Travel companion** – a person with whom the insured person planned to travel by booking and buying a travel package for two.
- ## 2. EFFECTIVE TERM OF INSURANCE CONTRACT
- 2.1. An insurance contract can be entered into for up to 12 months.
 - 2.2. The insurance cover for medical assistance, baggage, skiing equipment, travel disruption, liability and accident insurance will apply on the condition that the relevant insurance cover is indicated in the policy.
 - 2.3. The insurance contract will take effect from the moment specified in the insurance policy after crossing the frontier of Estonia, except in the case specified in section 2.4, and will expire upon the insured person returning to Estonia.
 - 2.4. Insurance cover for cancellation of the trip will take effect 72 hours after the completion of the insurance policy.
 - 2.5. The insurance contract will take effect on the condition that the insurance premium is paid before the insured person commences the trip or by the due date and in the amount specified in the insurance policy. If the insurance premium is paid by way of a bank transfer, the date when the money is received in Compensa's account is considered to be the date of payment.

2.6. If the return to Estonia is delayed due to an insured event, the insurance contract will be extended by 48 hours, provided that the contract includes travel disruption insurance.

3. INSURED OBJECT

The insured object is the life and health of the insured person, or a thing, right, obligation or expense of the insured person with regard to which the insurance contract has been entered into.

4. INSURED EVENT AND INDEMNIFICATION PROCEDURE

4.1. An insured event is an unexpected and unforeseen event specified in the insurance contract the occurrence of which creates the obligation of Compensa to pay the insurance indemnity.

4.2. Insured events may be covered by the following insurance (only as indicated in the policy):

- 4.2.1. medical assistance insurance;
- 4.2.2. travel disruption insurance;
- 4.2.3. baggage insurance;
- 4.2.4. skiing equipment insurance;
- 4.2.5. liability insurance;
- 4.2.6. accident insurance.

4.3. **Insured events covered by medical assistance insurance include the following:**

- a) a sudden, acute illness that endangers the health and life of the insured person and prevents the continuation of the trip and the symptoms of which occur for the first time, and as a result of which the insured person needs emergency medical assistance;
- b) exacerbation of a long-term illness, which causes the health of the insured person to deteriorate suddenly while travelling and as a result of which the insured person needs emergency medical assistance;
- c) an accident, which is unexpected and unforeseeable for the insured person, i.e. a sudden event the occurrence of which is beyond the control of the insured person and as a result of which the insured person needs emergency medical assistance;
- d) death resulting from an event described above.

4.3.1. Under medical assistance insurance, the following inevitable costs resulting from an insured event will be indemnified in an amount not exceeding the sum insured:

- a) costs of outpatient and hospital care;
- b) treatment costs incurred as a result of a sudden exacerbation of a long-term illness;

- c) indispensable costs related to medical transportation of the insured person to a medical institution and from a medical institution to an airport;
- d) the cost of medicinal products prescribed by a doctor;
- e) first aid costs incurred in connection with an unexpected pregnancy-related complication occurring before the 24th (twenty-fourth) week of gestation;
- f) first aid costs related to dental care;
- g) costs of transportation of injured or sick insured person to Estonia. Indemnification of these costs is subject to the existence of the relevant order of the insured person's doctor and the written consent of Compensa or the medical assistance coordinator. Compensa may make a decision on the transportation of the insured person back to Estonia if the insured person's doctor states that the operation planned on the basis of the insured person's medical indications may be postponed by at least 24 (twenty-four) hours. In the event that Compensa informs the insured person about the indemnification of the costs of returning and the possibility of postponing treatment for at least 24 hours, but the insured person does not return to Estonia, Compensa may refuse to indemnify any later loss or damage;
- h) costs of transportation to Estonia of children under the age of 16 who are travelling with the insured person and who are unsupervised as a result of the insured person's injury or illness, together with an accompanying person;
- i) reasonable travel costs, of the lowest price class available, of one person accompanying injured or sick insured person, and accommodation expenses of the same person in an amount of up to 100 EUR per day for up to 5 days, subject to the consent of Compensa and the decision of the insured person's doctor that the insured person's state of health is critical and he or she needs to be accompanied;
- j) in the event of death of the insured person, the costs of cremation and/or transportation of the insured person's body to Estonia, or the costs of purchasing the funeral supplies (a coffin and related supplies) necessary for the funeral arrangements abroad;
- k) the cost of telephone calls, related to the insured event, to Compensa and/or the medical assistance coordinator on the basis of written evidence.

4.3.2. Compensa will only reimburse the costs related to medical assistance insurance that were incurred within up to 30 days after the occurrence of the insured event.

4.3.3. Applicability of medical assistance insurance to active

hobbies, winter sports and work:

- a) if the insured person is engaged in hobby diving to a depth of up to 40 m, windsurfing, surfboarding, water skiing, jet skiing, driving a water scooter, trekking to a height of up to 4000 m, cycling, water sports where a motor vehicle is used, ATV driving or skating while on the trip, the insurance cover will extend to these activities on the condition that the insurance policy contains a notation "Active holiday";
- b) if the insured person is engaged in alpine skiing and/or snowboarding on the marked tracks of a winter sports centre while on the trip, the insurance cover will extend to these activities on the condition that the insurance policy contains a notation "Winter sports";
- c) if the insured person is employed abroad as a long-distance truck driver, builder or member of a ship's crew or performs other physically strenuous work (incl. as a worker of metal industry, forestry or other manufacturing industry), the insurance cover will extend to these activities on the condition that the insurance policy contains a notation "Physical work".

4.3.4. Medical assistance insurance does not cover the following:

- a) costs of treatment in Estonia or in the country of permanent residence of the insured person;
- b) costs of treatment of an illness or injury incurred before the trip, except the cost of first aid resulting from the exacerbation of a long-term illness;
- c) costs of diagnostic tests, rehabilitation, prophylactic treatment, physiotherapy, revisits, planned treatment;
- d) costs of treatment of psychiatric illnesses and of the consequences of these illnesses;
- e) costs of treatment of diabetes mellitus, epilepsy, oncological diseases;
- f) costs of treatment and medication required due to solar radiation (including sunburn, allergy);
- g) costs of treatment of gynaecological diseases and their complications;
- h) costs related to pregnancy, abortion or childbirth, except as provided in section 4.3.1 (e);
- i) costs of treatment of sexually transmitted diseases, and diagnostics and treatment of HIV and/or diseases caused by it;
- j) costs of a cosmetic and/or plastic surgery and/or illnesses resulting from such surgery;
- k) costs of purchase or repairs of medical aids (such as eyeglasses, hearing aids, prostheses);
- l) non-medical costs or costs related to alternative medicine;
- m) costs of vaccination;

- n) loss or damage sustained by the insured person as a result of the following activities: alpinism, trekking to a height of over 4000 m, mountain, rock or wall climbing, motor sports, bungee jumping, sailing in high seas for more than 3 (three) consecutive days, martial arts (including boxing, kickboxing, Thai boxing, karate, wrestling), Alpine skiing and/or snowboarding outside of the marked tracks of a winter sports centre, downhill racing, speed skiing, slalom, ski jumping, rafting, diving to a depth of over 40 m, horse racing, motor racing, extreme sports (including downhill biking, freeride biking, bike and/or skateboard tricks), extreme hobbies, all flying-related activities, engaging in professional sports, participation in sporting events;
- o) loss or damage sustained when working in a mine, on a oil or gas platform, as a member of a ship's or aircraft's crew, as a diver, in mineral-extracting industries, in a crisis area or war zone;
- p) loss or damage caused to the insured person by a weapon, nuclear reactor effect, toxic substance, chemical (except food poisoning), or explosive substance.

4.3.5. Steps to be taken in the case of an insured event covered by medical assistance insurance:

- a) for medical treatment other than hospital care, the insured person may turn directly to qualified medical assistance staff;
- b) if the insured person needs hospital care, Compensa or the medical assistance coordinator must be notified immediately to agree on further activities and treatment;
- c) the insured person is required to give Compensa and/or the medical assistance coordinator access to the information regarding the insured event, including information on the prior medical condition of the insured person, otherwise Compensa will not be bound by the obligation to pay the indemnity.

4.3.6. Evidence to be presented in the case of an insured event covered by medical assistance insurance: a medical certificate containing a diagnosis; X-rays; invoices for treatment and medicinal products; transport invoices; documents confirming that the trip took place; invoices for accommodation relating to the loss event covered by medical assistance insurance; other evidence of the loss event.

4.4. Insured events covered by travel disruption insurance include the cancellation, interruption or delay of a trip as specified in sections 4.4.1, 4.4.3 and 4.4.5 below.

- 4.4.1. The cancellation of a trip is an insured event if the insured person cannot go on a booked or purchased trip due to:
- an unexpected acute illness, accident or death of the insured person or a close relative to be travelling with the insured person or the sole travel companion of the insured person. In the case of families travelling together, only the costs of the family whose member was involved in the insured event will be indemnified;
 - a life-threatening state of health or death of a close relative of the insured person;
 - damage caused to the property of the insured person by fire, the external environment or the activities of third parties, which necessarily require the presence of the insured person.
- 4.4.2. In the case of an insured event consisting in the cancellation of a trip, the cost of unused tickets and services related to the trip, which the insured person cannot recover from the tour operator and the transport operator, will be indemnified in an amount not exceeding the sum insured specified in the insurance package.
- 4.4.3. The interruption of a trip is an insured event if the insured person has to prematurely return from the trip due to the circumstances specified in section 4.4.1.
- 4.4.4. In the case of an insured event consisting in the interruption of a trip, reasonable and justified travel and accommodation expenses necessary for returning to Estonia will be indemnified in an amount not exceeding the sum insured specified in the insurance package.
- 4.4.5. The delay of a trip involves a situation where the insured person arrives late at the point of departure or transit of the trip or where the beginning of the trip is delayed for the following reasons:
- a delay or cancellation of the departure of a scheduled public means of transport (airplane, train, bus, ship) due to bad weather, technical malfunction or traffic accident;
 - involvement in an accident of the insured person's personal means of transport that is used for travelling to the point of departure or transit of the trip.
- 4.4.6. In the case of a delay of a trip, reasonable and justified additional travel and accommodation expenses necessary for the continuation of the trip will be indemnified in an amount not exceeding the sum insured specified in the insurance package.
- 4.4.7. When planning a trip and booking and purchasing connecting flights, it must be taken into account that the time between the flights should not be shorter than the minimum time specified in the booking systems for such flights, provided that the flights are indicated on one ticket and a baggage handling agreement has been concluded between the different carriers. If the flights are not indicated on one ticket or if there is no baggage handling agreement between the carriers, the time between flights must be at least 2 (two) hours. If border control is carried out between flights, the time between flights must be at least 3 (three) hours.
- 4.4.8. **Travel disruption insurance does not cover the following:**
- the cost of travel services and tickets that are not used due to the interruption or delay of a trip;
 - loss or damage caused by an illness or injury incurred before the entry into the insurance contract or the start of the trip cancellation insurance cover or by the exacerbation of the consequences or the continuation of the treatment of such illness or injury;
 - loss or damage caused by pregnancy or pregnancy-related complications, or childbirth;
 - loss or damage caused by a long-term illness or its exacerbation;
 - loss or damage caused by a psychiatric illness (including depression, anxiety disorder, panic disorder);
 - loss or damage caused by a wrongly planned travel schedule that does not take into account the time spent on check-in, border control formalities and security check or the minimum time required for getting on a connecting flight, bad weather, specific features of the transport system of the country of location, etc.;
 - loss or damage to be indemnified by the tour operator and/or transport operator or under other contracts;
 - loss or damage caused by a defective travel document or its completion;
 - loss or damage caused by the activity or omission of a travel agency or tour operator;
 - loss or damage caused by a delay of a flight due to a strike that was known in advance;
 - the cost of accommodation in the case of a delay of a flight in Estonia.
- 4.4.9. **Steps to be taken in the case of travel disruption:**
- in the case of cancellation or interruption of a trip, the insured person must immediately inform Compensa and the relevant tour operator, accommodation establishment, transport operator

and other service provider in order to claim reimbursement of an advance payment or of any additional costs incurred in connection with the disruption;

- b) if the travel disruption was caused by the insured person's state of health, the insured person is required to give Compensa or the medical assistance coordinator access to the information regarding the loss event, including information on the prior medical condition of the insured person. By paying the insurance premium, the insured person confirms that he or she agrees to the provision of such information in the case of a loss event. Otherwise, Compensa reserves the right to refuse to pay the insurance indemnity;
- c) Compensa is entitled to require the insured person to undergo a medical examination by a physician designated by Compensa, if necessary.

4.4.10. Evidence to be presented in the case of an insured event covered by travel disruption insurance:

- a) depending on the particular loss event: a medical certificate containing a diagnosis; a document certifying family relationships; documents certifying the cost of the trip; a certificate indicating the part of the cost of the trip to be reimbursed by the tour operator, transport operator and/or the accommodation establishment; in the case of an offence, a police certificate; and other documents relating to the loss event;
- b) in the case of a delay of the trip: a certificate from the transport operator on the cause and time of the delay; in the case of a delay resulting from a traffic accident: a relevant certificate from the police; documents confirming that the trip took place; replacement tickets; invoices for additional accommodation; and other documents relating to the loss event.

4.5. Insured events covered by baggage insurance include the following:

- a) damage to, loss or theft of baggage under the supervision of a transport operator;
- b) a delay of the arrival of baggage in the country of destination exceeding 4 (four) hours through the fault of the transport operator.

4.5.1. Baggage is deemed to include clothing and personal belongings of the insured person intended for personal use during the trip, other than the items listed in section 4.5.2, which are not covered by insurance.

4.5.2. Baggage insurance does not cover the following items:

- a) money, securities, valuables;
- b) precious metals, precious and semi-precious stones;
- c) antique and unique items, works of art and collectors' items;
- d) travel documents, or any other type of documentation, slides, photographs, copies;
- e) manuscripts, plans, diagrams, drawings, models, business documents;
- f) prostheses of all types;
- g) contact lenses, optical goods, sunglasses;
- h) animals, birds, plants, seeds;
- i) motor vehicles, motorcycles and bicycles, air and water transport equipment, their spare parts, trailers;
- j) articles of religious worship;
- k) fur products, jewellery, audio, photographic, video, cinematographic equipment and computing equipment;
- l) computer equipment (tablets, computers), telephones, and accessories thereof;
- m) perfumery, cosmetics, medicinal products;
- n) jewellery articles, trinkets;
- o) cigarettes, alcohol, tobacco products;
- p) foodstuffs;
- q) sports equipment and related accessories, electrical equipment.

4.5.3. The baggage insurance cover will take effect from the moment when baggage is accepted by the transport operator for transportation.

4.5.4. The following is indemnified in the case of an insured event covered by baggage insurance:

- a) the actual amount of damage resulting from the loss or theft of baggage, but not more than 150 EUR per item. The actual amount of damage will be determined on the basis of the value of lost items, considering the degree of wear of the items at the moment of the insured event. If it is not possible to demonstrate the actual value, the amount of the indemnity will be determined on the basis of the item's market price at the time of the insured event, less a wear rate of 20% per annum;
- b) in the case of damage to a travel bag (suitcase), the cost of repairing the bag. The cost of repair may not exceed the cost of the travel bag itself or the sum insured specified in the insurance package. In the event of destruction of a travel bag beyond repair, the amount of the indemnity will be equal to the bag's market price at the time of the insured event, less a wear rate of 20% per annum;
- c) in the case of delayed arrival of baggage, the costs incurred in acquiring convenience goods in an amount not exceeding the sum insured specified in the insurance package;

- d) in the case of theft of a passport or ID card, the costs incurred in obtaining replacement documents (including transportation and accommodation costs in an amount not exceeding the sum insured specified in the insurance package).
- e) If a family is going on a trip and all the family members are indicated on the insurance policy as insured persons, but they have only one common travel bag (suitcase), which has been registered and handed over for transportation, indemnity will be paid for one piece of baggage.
- 4.5.5. In the event of theft of baggage from a means of transport, the loss or damage sustained will be indemnified only if the following conditions were met:**
- a) the means of transport was closed;
- b) the baggage was located in an enclosed storage space separate from the passenger compartment of the means of transport;
- c) there are obvious indications that the baggage storage space of the means of transport has been broken into.
- 4.5.6. Baggage insurance does not cover the following:**
- a) loss or damage caused by wear and tear and scratches of the baggage;
- b) loss or damage caused by a corrosive or tainting substance or a sharp item contained in the baggage;
- c) loss or damage caused by the activities of customs authorities or other official bodies (confiscation, seizure);
- d) loss or damage resulting from theft from an unlocked or unguarded means of transport;
- e) late arrival of baggage in Estonia;
- f) late arrival of baggage due to the activities of customs authorities or other official bodies.
- 4.5.7. Evidence to be presented in the case of an insured event covered by baggage insurance:**
- a) a document issued by the carrier certifying the loss or theft of the baggage, or a relevant certificate from the police; a document certifying that the carrier has compensated for the loss or damage in full or in part; documents confirming that the trip took place; a list of items in the baggage indicating the approximate cost and year of acquisition of the items;
- b) in the event of damage to a travel bag (suitcase), a relevant certificate from the carrier; in the case of air transport, a baggage voucher; the damaged travel bag; documents confirming that the trip took place;
- c) in the event of late arrival of baggage, a certificate from the carrier stating that the delay exceeded 4 hours; all receipts certifying the purchase of convenience goods; bank statements; documents confirming that the trip took place.
- 4.6. Insured events covered by skiing equipment insurance include the following:**
- a) theft of or damage to skiing equipment;
- b) a delay of the arrival of skiing equipment in the country of destination of the trip exceeding 4 hours through the fault of the transport operator.
- 4.6.1. The following is indemnified in the case of an insured event covered by skiing equipment insurance:**
- a) loss or damage resulting from theft or loss of or damage to skiing equipment;
- b) rental costs until the insured person receives his or her skiing equipment.
- 4.6.2. Skiing equipment insurance does not cover the following:**
- a) loss or damage caused by wear and tear and scratches of skiing equipment;
- b) loss or damage caused by the activities of customs authorities or other official bodies (confiscation, seizure);
- c) loss or damage resulting from theft from an unlocked or unguarded means of transport;
- d) late arrival of skiing equipment in Estonia;
- e) late arrival of skiing equipment due to the activities of customs authorities or other official bodies.
- 4.6.3. Evidence to be presented in the case of an insured event covered by skiing equipment insurance:**
- a) in the event of late arrival of skiing equipment, a certificate from the transport operator stating that the delay exceeded 4 hours; documents confirming that the trip took place;
- b) in the event of damage, the lessee's certificate of damage to the skiing equipment, photographs showing visible damage; the make and model of the skiing equipment; a certificate from the police concerning theft; documents confirming that the trip took place.
- 4.7. An insured event covered by liability insurance is an unexpected and unforeseen event occurring during a trip due to the negligence of the insured person outside the territory of Estonia, as a result of which a third party sustains direct property damage for which the insured person is liable.**

- 4.7.1. A travelling companion, close relative or friend of the insured person or a person indicated on the same policy is not considered a third party.
- 4.7.2. Liability insurance covers direct property damage caused to a third party and legal expenses incurred in connection with the insured event (if the relevant insurance package is selected), which are necessary to settle the claim for direct property damage raised against the insured person, in an amount not exceeding the sum insured specified in the insurance package.
- 4.7.3. The liability insurance risk is not subject to indemnification if the insured event occurred in the territory of the US or Canada, irrespective of the territory of validity of the insurance policy.
- 4.7.4. **Liability insurance does not cover the following:**
- a) loss or damage caused to the insured person's employer or co-workers, or a person who has signed an employment contract with the insured person;
 - b) loss or damage caused to family members, relatives, travel companions or persons indicated on the same insurance policy;
 - c) loss or damage resulting from the activities of animals owned or under the control of the insured person;
 - d) loss or damage resulting from damage to, destruction of or loss of an item, including a rental car or other motor vehicle, in the possession or use of the insured person;
 - e) loss of earnings and/or non-property claims;
 - f) claims arising from the economic and/or professional activities of the insured person;
 - g) fines, penalties, interest;
 - h) loss or damage caused by the insured person's activities in a state of affection or while the insured person was intoxicated by alcohol, toxic and/or narcotic substances;
 - i) loss or damage caused as a result of using a weapon.
- 4.7.5. The insurance indemnity will not be paid if the third party has not raised a claim for compensation against the insured person in writing within 30 days after the end of the insurance period.
- 4.7.6. Evidence to be presented in the case of an insured event covered by liability insurance: the injured party's claim for compensation; the statement of the injured party and the person who caused the damage about the occurrence of the incident; documents issued by the relevant authorities (police, court, medical institution) regarding the incident; documents confirming that the trip took place.
- 4.8. **Insured events covered by accident insurance** include the insured person's permanent disability or death as a result of an unexpected and unforeseen accident occurring during the trip. An accident is an unexpected and unforeseen event caused by an external influence, the occurrence of which is beyond the control of the insured person (including heat stroke, sunstroke and gas poisoning).
- 4.8.1. A permanent disability is a situation in which the normal function of a body part has not recovered within one year of the occurrence of the insured event.
- 4.8.2. Death is the death of the insured person, caused by an accident during the insurance period.
- 4.8.3. The indemnity for a permanent disability will be paid if the insured person is found to have a permanent disability one year after the occurrence of the insured event. The amount of the indemnity will be determined on the basis of the severity of the disability identified:
- a) medium disability – the person needs regular external assistance or guidance outside the place of residence at least once a week. The indemnity amounts to 50% of the sum insured;
 - b) severe disability – the person needs assistance, guidance or supervision every day. The indemnity amounts to 70% of the sum insured;
 - c) profound disability – the person needs constant assistance, guidance or supervision round the clock. The indemnity amounts to 100% of the sum insured.
- 4.8.4. The indemnity for death will be paid if the insured person dies within three years of the occurrence of an accident. The amount of the indemnity for death is equal to the sum insured indicated in the insurance policy. The indemnity for death will be reduced by the amount of the permanent disability indemnity paid previously due to the same insured event.
- 4.8.5. **Accident insurance does not cover any losses or damage caused by the following:**
- a) influence of alcohol or narcotic substances;
 - b) illness of the insured person (including infarction, stroke, radiculitis, epilepsy, borreliosis, HIV, AIDS, long-term illnesses, etc.);
 - c) an illness of the insured person that contributed to the occurrence of an accident, regardless of whether the illness started or was diagnosed before the accident;
 - d) a dangerous hobby or dangerous work (including construction);

- e) competitive sports or participation in the training of competitive sports;
- f) a medical procedure (including surgery), unless arising from the occurrence of an insured event;
- g) the insured person knowingly placing his or her life or health in danger, the insured person's self-harm, suicide, or participation in or contributing to an offence;
- h) plastic surgery, tattoo.

4.9. An indemnity will not be paid for damage to a body part or sensory organ that was already damaged before the accident.

5. GENERAL EXCLUSIONS

5.1. The following will not be indemnified:

- a) loss or damage caused while the insured person was intoxicated by alcohol, toxic and/or narcotic substances, and loss events resulting from consumption of these substances (including driving in a state of intoxication);
- b) suicide, attempted suicide or intentional self-harm of the insured person, the insured person knowingly placing himself or herself in danger or participating in a fight (unless an offence was committed against the insured person);
- c) loss or damage caused by war, involvement in a military operation, terrorism, weapons of mass destruction, coup d'état, insurrection, public uprising, strike, or insolvency of a service provider;
- d) loss or damage caused by nuclear energy, radioactivity, epidemics, environmental contamination, natural disasters;
- e) loss or damage caused by the activities of the authorities, as well as expropriation or seizure of property;
- f) any material and/or moral damage, except under liability insurance;
- g) loss or damage which the insured person could have prevented;
- h) costs of searching the insured person;
- i) loss or damage indemnified by other persons under other contracts.

6. RELEASE OF COMPENSA FROM OBLIGATION TO PERFORM INSURANCE CONTRACT

Compensa will be released, in part or in full, from the obligation to perform the insurance contract if:

- 6.1. the policyholder, insured person or a person deemed equivalent to the latter has violated at least one of the obligations specified in the insurance contract and such violation has had an impact on the incurrance or extent of the loss or damage or on the identification of the extent of the loss or damage;

6.2. the insured event occurred through intent or gross negligence of the policyholder, the insured person or a person deemed equivalent to the latter;

6.3. the policyholder, the insured person or the beneficiary has knowingly submitted false information about the circumstances or extent of the loss or damage;

6.4. the policyholder, the insured person or the beneficiary has failed to notify a service provider about the insured event/loss event in a timely manner;

6.5. the policyholder, the insured person or the beneficiary has failed to present documents required by Compensa to prove the fact of the insured event and the amount of the loss or damage caused thereby;

6.6. the policyholder, the insured person or the beneficiary has intentionally submitted incorrect information or falsified documents in connection with an insured event or has, by his or her activities, facilitated the occurrence of an insured event or increased the amount of loss or damage caused by an insured event;

6.7. the policyholder, the insured person or the beneficiary has failed to agree costs with Compensa or with the medical assistance coordinator;

6.8. the policyholder, the insured person or the beneficiary has failed to follow the instructions given by a doctor;

6.9. the person entitled to receive the insurance indemnity is the subject of an international financial sanction.

7. TERRITORY OF COVERAGE

7.1. The territory of coverage of the insurance contract is the territory indicated in the insurance policy where the insurance cover is valid.

7.2. The travel insurance is not valid in Estonia, except in the case of an insured event consisting in the cancellation or delay of a trip.

8. SUM INSURED

8.1. The sum insured is the maximum amount of insurance indemnity per insured person per trip.

8.2. The sums insured under medical assistance, baggage, skiing equipment, travel disruption, liability and accident insurance are agreed on separately and indicated in the insurance policy.

8.3. The sum insured is limited by insured risks and by the insurance package (the maximum amount of sums insured for different insured risks). The insurer will never have a higher payment obligation than the maximum sum insured for the insurance package (i.e. if

the sums insured for different insured risks exceeds the sum insured for the insurance package, the sum insured for the insurance package will constitute the insurer's maximum payment obligation).

9. INSURED RISK AND INCREASE OF THE LIKELIHOOD OF MATERIALISATION THEREOF

- 9.1. An insured risk is a risk against the materialisation of which insurance is taken out.
- 9.2. An increase of the likelihood of materialisation of an insured risk means changes in circumstances that increase the likelihood of the occurrence of the insured event or the amount of loss or damage that could be caused thereby.
- 9.3. Essential circumstances increasing the likelihood of materialisation of an insured risk include, above all, circumstances that Compensa asks the policyholder information about prior to the entry into the insurance contract. Also, an essential circumstance affecting the likelihood of materialisation of an insured risk is the failure to adhere to a special condition, additional condition, safety requirement or other agreement provided for in the insurance contract regarding the insured risk.
- 9.4. The policyholder must immediately notify Compensa of any increase in the likelihood of materialisation of an insured risk, unless such increase is caused by a commonly known factor that does not affect the insured risk of only this policyholder.
- 9.5. After the entry into the contract the policyholder may not, without the consent of Compensa, increase the likelihood of materialisation of an insured risk or allow for increasing thereof by persons deemed equivalent to the policyholder.
- 9.6. In the case that the policyholder violates the obligation to notify of an increase in the likelihood of materialisation of an insured risk, Compensa will be released from the obligation to comply with the insurance contract if the insured event takes place after one month has passed from the time when Compensa should have received the relevant notice.
- 9.7. If the policyholder or a person deemed equivalent to the policyholder violates the prohibition on increasing the likelihood of materialisation of an insured risk and the insured event occurs after an increase of the likelihood of materialisation of an insured risk, Compensa will have the right, considering the circumstances of the violation, to reduce the insurance indemnity or to refuse to pay it.

10. POLICYHOLDER'S OBLIGATIONS

- 10.1. An application for insurance indemnity, as well as all necessary documents related to the loss event, must be

submitted by the insured person or the policyholder to Compensa promptly, but not later than within 15 days after returning to Estonia.

- 10.2. The policyholder or the insured person is required to certify the occurrence of an insured event and the amount of loss.
- 10.3. If a third party is responsible for the insured event, the insured person must:
 - a) ensure that a claim can be raised against the responsible third party;
 - b) provide Compensa with all available documents and evidence;
 - c) make every effort to ensure that Compensa can exercise its right of recourse.
- 10.4. All items and documents relating to the insured event must be kept until the adoption of the decision to pay the insurance indemnity.
- 10.5. In the event of theft, robbery, vandalism or traffic accident, the insured person must immediately inform law enforcement bodies; in the event of a fire, both law enforcement authorities and the rescue service must be informed.

11. OBLIGATIONS OF COMPENSA

Compensa is required to:

- 11.1. introduce to the policyholder the documents accompanying the insurance contract before entry into the insurance contract, and maintain the confidentiality of the information that has become known to Compensa in connection with the contract;
- 11.2. following the receipt of the policyholder's claim notice, immediately start the loss adjustment process and determine the amount of loss to be indemnified;
- 11.3. register the claim notice and introduce loss adjustment and indemnification principles to the policyholder;
- 11.4. inform the policyholder as soon as possible of the documents required for determining the cause and amount of the loss resulting from the insured event;
- 11.5. make a decision on indemnification or refusal to indemnify not later than within 10 business days from the receipt of all the required documents and determination of the amount and the circumstances of occurrence of the loss. Compensa is entitled to postpone making the decision if judicial or pre-trial proceedings have been commenced in respect of the event until it receives the decision to suspend or conclude the proceedings.

12. REPAYMENT OF INSURANCE INDEMNITY

- 12.1. The policyholder and/or the beneficiary and/or the insured person is required to repay the insurance indemnity to Compensa as soon as possible if, after indemnification, circumstances precluding indemnification become evident or if the loss or damage has been indemnified by a third party.

13. HANDLING OF CUSTOMER COMPLAINTS AND SETTLEMENT OF DISAGREEMENTS

- 13.1. The parties will endeavour to settle any disputes arising from the insurance contract by way of negotiations and, failing agreement, may take legal action.
- 13.2. If the policyholder or the beneficiary is not satisfied with the activities of Compensa, such person is entitled to lodge a complaint with Compensa. Declaration of dissatisfaction expressed in a format that can be reproduced in writing will be registered as a complaint. Compensa will notify the customer of the deadline for replying to the complaint at the earliest opportunity.
- 13.3. To settle a dispute, the policyholder may turn to the insurance mediation body of the Estonian Insurance Association, observing the procedural rules of the mediation body.

14. FORM OF NOTICES

- 14.1. All notices between the parties to the insurance contract which are necessary for the performance of the contract must be given in a format that can be reproduced in writing.
- 14.2. Compensa has the right to record phone calls related to the performance of the insurance contract.

15. DATA PROCESSING AND PROTECTION

- 15.1. Compensa processes personal data in accordance with the procedure prescribed by law. Compensa has the right to process the data of the policyholder, the insured person, the beneficiary and the person to whom damage was caused for risk assessment and for preparation, conclusion and performance of the insurance contract.
- 15.2. By submitting the application for entry into the insurance contract or by entering into the insurance contract, the policyholder gives full and unconditional consent to the processing of his or her personal data, including the age, place of residence, contact details, employment, office, business, relationships, hobbies, insurance and loss history, as well as sensitive personal data (including information about the state of health or

disability) and information about the commission or falling victim to offences.

- 15.3. The policyholder authorises Compensa to receive this information from third parties. The policyholder grants Compensa the consent for the transfer of personal data to all third parties involved in the conclusion, modification and performance of the contract.
- 15.4. Compensa has the right to forward customer data to the third parties it uses for the performance of its obligations (authorised processors). Information on authorised processors is available on Compensa's website at www.compensa.ee.
- 15.5. Compensa has the right to issue a copy of the insurance policy to the insured person, the beneficiary and the pledgee of the insured object. Compensa has the right to transfer data related to a loss event to a state body authorised to handle the loss event.
- 15.6. The policyholder agrees that Compensa will use customer data to offer additional insurance services and marketing information about these services to the policyholder.
- 15.7. The policyholder is entitled to receive, at any time, information from Compensa about his or her personal data and the purpose of use thereof, and to request the correction of inaccurate data, as well as the termination of the processing of the personal data, unless otherwise provided by law.
- 15.8. Compensa will store the personal data for as long as is needed to meet customer data processing objectives or comply with statutory obligations, while also taking into account the limitation period arising from the insurance contract.

16. CONTRADICTIONS

If there are contradictions in the documents of the insurance contract, the interpretation will be based on the following order of priority of the documents, with each preceding document prevailing over the subsequent one: special conditions – insurance policy – additional conditions – travel insurance conditions.

In the event of a dispute, the Estonian-language Travel Insurance Terms and Conditions will prevail.

ANNEX I

TRAVEL INSURANCE PACKAGES

Package “Medical Assistance I”

	Insurance Terms:	Insured risks	Sum insured/ limitation of liability
1.	4.3.1. a), d)	Treatment costs	up to 10,000 EUR
2.	4.3.1. b)	Exacerbation of a long-term illness	up to 700 EUR
3.	4.3.1. e)	Pregnancy-related complications	up to 1000 EUR
4.	4.3.1. c)	Costs related to medical transportation	up to 2000 EUR
5.	4.3.1. g)	Costs of transportation of injured or sick insured person to Estonia	up to 2000 EUR
6.	4.3.1. j)	In the case of death, transportation of the body to Estonia	up to 2000 EUR
7.	4.3.1. h)	Transportation of relatives accompanying the insured person to Estonia	up to 500 EUR
8.	4.3.1. k)	Communication and information assistance	up to 50 EUR
Maximum sum insured for “Medical Assistance I” package			up to 10,000 EUR

Package “Medical Assistance II”

	Insurance Terms:	Insured risks	Sum insured/ limitation of liability
1.	4.3.1. a), d)	Treatment costs	up to 30,000 EUR
2.	4.3.1. b)	Exacerbation of a long-term illness	up to 700 EUR
3.	4.3.1. e)	Pregnancy-related complications	up to 1000 EUR
4.	4.3.1. c)	Costs related to medical transportation	up to 5000 EUR
5.	4.3.1. g)	Costs of transportation of injured or sick insured person to Estonia	up to 5000 EUR
6.	4.3.1. j)	In the case of death, transportation of the body to Estonia	up to 5000 EUR
7.	4.3.1. h)	Transportation of relatives accompanying the insured person to Estonia	up to 1000 EUR
8.	4.3.1. k)	Communication and information assistance	up to 50 EUR
Maximum sum insured for “Medical Assistance II” package			up to 30,000 EUR

Package “Medical Assistance III”

	Insurance Terms:	Insured risks	Sum insured/ limitation of liability
1.	4.3.1. a), d)	Treatment costs	up to 75,000 EUR
2.	4.3.1. b)	Exacerbation of a long-term illness	up to 700 EUR
3.	4.3.1. e)	Pregnancy-related complications	up to 1000 EUR
4.	4.3.1. f)	First aid costs related to dental care	up to 200 EUR
5.	4.3.1. c)	Costs related to medical transportation	up to 10,000 EUR
6.	4.3.1. g)	Costs of transportation of injured or sick insured person to Estonia	up to 10,000 EUR
7.	4.3.1. j)	In the case of death, transportation of the body to Estonia	up to 10,000 EUR
8.	4.3.1. h)	Transportation of relatives accompanying the insured person to Estonia	up to 5000 EUR
9.	4.3.1. i)	Visit of a third party in an emergency situation	up to 5000 EUR
10.	4.3.1. k)	Communication and information assistance	up to 50 EUR
11.	4.7.2.	Liability insurance	up to 30,000 EUR
Maximum sum insured for “Medical Assistance III” package			up to 75,000 EUR

Package “Business Class”

	Insurance Terms:	Insured risks	Sum insured/ limitation of liability
1.	4.3.1. a), d)	Treatment costs	up to 100,000 EUR
2.	4.3.1. b)	Exacerbation of a long-term illness	up to 700 EUR
3.	4.3.1. e)	Pregnancy-related complications	up to 1000 EUR
4.	4.3.1. f)	First aid costs related to dental care	up to 250 EUR
5.	4.3.1. c)	Costs related to medical transportation	up to 20,000 EUR
6.	4.3.1. g)	Costs of transportation of injured or sick insured person to Estonia	up to 20,000 EUR
7.	4.3.1. j)	In the case of death, transportation of the body to Estonia	up to 20,000 EUR
8.	4.3.1. h)	Transportation of relatives accompanying the insured person to Estonia	up to 5000 EUR
9.	4.3.1. i)	Visit of a third party in an emergency situation	up to 5000 EUR
10.	4.3.1. k)	Communication and information assistance	up to 100 EUR
11.	4.4.2., 4.4.4.	Cancellation or interruption of a trip	up to 700 EUR
12.	4.4.6.	Delay of a trip	up to 200 EUR
13.	4.5.4. a)	Loss or theft of baggage	up to 700 EUR
14.	4.5.4. b)	Damage to baggage (travel bag/suitcase)	up to 100 EUR
15.	4.5.4. c)	Delay of arrival of baggage exceeding 4 hours	up to 100 EUR
16.	4.5.4. d)	Theft of passport or ID card	up to 200 EUR
17.	4.7.2.	Liability insurance	up to 40,000 EUR
18.	4.7.2.	Costs of legal assistance	up to 1000 EUR
19.	4.8.3., 4.8.4.	Accident insurance (up to 16 years old)	up to 5000 EUR
20.	4.8.3., 4.8.4.	Accident insurance (from 16 years old)	up to 10,000 EUR
Maximum sum insured for “Business Class” package			up to 100,000 EUR

Package “VIP Class”

	Insurance Terms:	Insured risks	Sum insured/ limitation of liability
1.	4.3.1. a), d)	Treatment costs	up to 100,000 EUR
2.	4.3.1. b)	Exacerbation of a long-term illness	up to 700 EUR
3.	4.3.1. e)	Pregnancy-related complications	up to 1000 EUR
4.	4.3.1. f)	First aid costs related to dental care	up to 300 EUR
5.	4.3.1. c)	Costs related to medical transportation	up to 25,000 EUR
6.	4.3.1. g)	Costs of transportation of injured or sick insured person to Estonia	up to 25,000 EUR
7.	4.3.1. j)	In the case of death, transportation of the body to Estonia	up to 25,000 EUR
8.	4.3.1. g)	Transportation of relatives accompanying the insured person to Estonia	up to 5000 EUR
9.	4.3.1. i)	Visit of a third party in an emergency situation	up to 5000 EUR
10.	4.3.1. k)	Communication and information assistance	up to 100 EUR
11.	4.4.2., 4.4.4.	Cancellation or interruption of a trip	up to 700 EUR
12.	4.4.6.	Delay of a trip	up to 300 EUR
13.	4.5.4. a)	Loss or theft of baggage	up to 1000 EUR
14.	4.5.4. b)	Damage to baggage (travel bag/suitcase)	up to 250 EUR
15.	4.5.4. c)	Delay of arrival of baggage exceeding 4 hours	up to 100 EUR
16.	4.5.4. d)	Theft of passport or ID card	up to 200 EUR
17.	4.6.1. a)	Theft of or damage to skiing equipment	up to 500 EUR
18.	4.6.1. b)	Delay of arrival of skiing equipment exceeding 4 hours	up to 150 EUR
19.	4.7.2.	Liability insurance	up to 50,000 EUR
20.	4.7.2.	Costs of legal assistance	up to 1000 EUR
21.	4.8.3., 4.8.4.	Accident insurance (up to 16 years old)	up to 5000 EUR
22.	4.8.3., 4.8.4.	Accident insurance (from 16 years old)	up to 10,000 EUR
Maximum sum insured for “VIP Class” package			up to 100,000 EUR