

The terms and conditions of travel insurance describe the insurance cover of travel insurance, behaviour in the event of a loss event, and the principles for the compensation of damage.

The purpose of travel insurance is to assist the insured person in the case of possible unexpected events associated with the trip, and to reimburse the costs accompanying these events, ensuring that the trip goes smoothly. Travel insurance applies to trips abroad that start in Estonia.

The insurance contract consists of the insurance Policy (hereinafter the Policy) and these travel insurance conditions (hereinafter the Terms and Conditions). Before concluding an insurance contract, the policyholder must check the accuracy of the information and the suitability of the scope of the insurance cover and examine the Terms and Conditions.

The insurance provider is AS LHV Kindlustus (hereinafter LHV).

The policyholder is the person indicated in the policy.

The insured person is a person specified by name in the insurance contract.

Contact details of the insurance provider

Client support	**Claims handling**
Mon–Fri 9–17	round the clock
699 9111	680 1122
kindlustus@lhv.ee	kahjud@lhv.ee
lhv.ee	lhv.ee

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Table of sums insured

The table shows the sums insured for travel insurance, the indemnity limits and the amounts of insurance deductible.

- The sum insured applies for each insured person and for all insured events occurring during one trip.
- The indemnity limit applies for each insured person and each insured event separately.
- The amount of insurance deductible applies for each insured person and each insured event separately.
- If a person is insured with several LHV bank cards covered by travel insurance and/or with a travel insurance policy taken out with LHV, the maximum sum insured for medical assistance insurance is 1,000,000 euros.

Insurance cover	Sum insured/indemnity limit	Insurance deductible
Travel interruption insurance		
Sum insured	Sum insured selected on the Policy	Amount of insurance deductible selected on the Policy
incl. the purchase of essential items if public transport is delayed over 4 hours	€200	4 hours
incl. the purchase of essential items if public transport is delayed over 24 hours	€300	24 hours
Medical assistance insurance		
Sum insured	Sum insured selected on the Policy	
incl. the indemnity limit for dental treatment	€500	
incl. the indemnity limit for reimbursement of a medical device	€200	
Accident insurance		
Sum insured	€50,000	
Sum insured for permanent disability	Up to €50,000	
Sum insured in the event of death (insured person from age 16)	€50,000	
Sum insured in the event of death (insured person under 16)	€2,000	
Baggage cover		
Sum insured	Sum insured selected on the Policy	Amount of insurance deductible selected on the Policy
incl. smart, photographic and video devices, laptops and tablets and accessories thereof	Sum insured selected on the Policy	€200
the cost of a replacement document for a lost or destroyed the personal identity document, visa, or vaccination certificate	€200	
incl. the indemnity limit if baggage is delayed by more than 4 hours	25% of the sum insured selected on the Policy	
Liability and legal protection insurance		
Sum insured for liability insurance	€100,000	
incl. in the case of damage to sports equipment, a room, a flat or a building in the possession or use of the insured person	€2,000	
Sum insured for legal protection insurance	€10,000	

incl. bail	€5,000

Rental car deductible insurance

Sum insured	€2,000

Event cancellation cover

Sum insured	Sum insured for travel interruption insurance selected on the Policy	Amount of insurance deductible selected on the Policy

Strike, natural disaster and insolvency cover

Sum insured	Sum insured for travel interruption insurance selected on the Policy	Amount of insurance deductible selected on the Policy

Sports cover

Sum insured for medical assistance insurance for high-risk activities	Sum insured for medical assistance insurance selected on the Policy	
Sum insured in the event of closure of a sports track or facility due to weather conditions	€50 per day	
Sum insured in the event of inability to engage in sports due to illness or injury	€50 per day	
Sum insured in case of theft of or damage to sports equipment	€500	

Physical work cover

Sum insured	Sum insured for medical assistance insurance selected on the Policy	

Terms and Conditions of Travel Insurance

Valid from
22 October 2024

Definitions

Period of insurance is the period of time indicated on the Policy during which the insurance cover is valid. The period of insurance must cover the period from the beginning to the end of the trip. If the trip is delayed due to an insured event for reasons beyond the control of the insured person, the insurance cover is automatically extended by 48 hours.

Insurance contract consists of an insurance policy (hereinafter the **Policy**) and these travel insurance terms and conditions (hereinafter the **Terms and Conditions**).

Insured event is an event provided for in the Terms and Conditions, in the event of which LHV is required to fulfil its obligations under the Terms and Conditions.

A **loss event** is an unexpected event that results in material or health damage.

Area of cover is the part of the world indicated on the Policy to which the insurance cover applies.

Sum insured is the maximum possible compensation. The sum insured depends on the type of insurance cover and is stated on the Policy. The sum insured applies for each insured person and for all insured events occurring during one trip.

Indemnity limit is the maximum amount to which the damage caused as a result of the insured event is compensated. The indemnity limit is not added to the sum insured but is included in it. The indemnity limit applies for each insured person and each insured event separately.

Insurance deductible is the amount to be borne by the policyholder in the case of an insured event. This is deducted from the insurance benefit payable. The amount of insurance deductible applies for each insured person and each insured event separately.

Recurring travel is a temporary stay of an insured person outside Estonia. A trip starts upon leaving Estonia and ends upon return to Estonia. Recurring travel insurance is valid for one year and there is no limit on the number of trips per year. One trip can last up to 60 days (inclusive).

Electronic device is a device used for entertainment, communication or other personal purposes. Examples of electronic devices are televisions, smart, photographic and video devices, laptops and tablets and accessories thereof.

An **event ticket** is a ticket for a service, such as a play, a tour, a festival or a sporting activity, purchased for leisure.

Public transport is a boat, plane, taxi, train or similar vehicle that serves a regular line. Means of transport, charter plane and shuttle bus organised by a tour operator, or a provider of accommodation will also be regarded as public transport.

Reasonable is defined as an action that a person acting in good faith in the same situation would normally consider reasonable. In assessing reasonableness, LHV will take into account the nature and purpose of the insurance cover, customs and practices, as well as other circumstances.

Travel interruption insurance

1. Travel interruptions are:

- cancellation of the trip;
- change in the travel plan;
- interruption of the trip.

Insurance cover for travel interruption will become valid 72 hours after the insurance contract is signed.

Cancellation of the trip

1.1. An insured event is an insured person’s cancelled trip or return from a trip to Estonia if the reason for this is:

- unexpected illness, serious injury or death of the insured person;
- sudden illness, injury or death of a close relative of the insured person which makes the presence of the insured person necessary;
- sudden illness, serious injury or death of the insured person's sole travelling companion with whom they were planning to travel;
- sudden damage to the property of the insured person in Estonia, which necessitates their presence;
- a criminal offence committed against the insured person, which makes it impossible for them to travel;
- cancellation of the event for which the trip is intended (insurance cover only applies if the event cancellation cover is indicated on the Policy);
- a natural disaster at the destination of the trip (insurance cover is valid only if the strike, natural disaster and insolvency cover is indicated on the Policy);
- a strike, the occurrence of which was not known to the public at the time the services were purchased and paid for (insurance cover is valid only if the strike, natural disaster and insolvency cover is indicated on the Policy).

1.2. In the event of cancellation of the trip, LHV will reimburse the following expenses, up to the sum insured under the travel interruption insurance: the cost of services paid for but not reimbursed by the service provider:

- travel costs;
- accommodation costs;
- the cost of event tickets;
- the cost of a rental car.

Change in the travel plan

1.3. An insured event is a change in the insured person's travel plans due to:

- non-departure of a public transport vehicle due to a change in the timetable if the passenger ticket had already been purchased or booked;
- traffic accident involving an accident or an emergency stop of a means of transport, including an aircraft, taxi, or rental or leased car, including due to a technical fault;
- missing the transport for the following reasons:
  - delay or loss of baggage due to the fault of the transport company;
  - weather conditions or natural disasters;
  - criminal offence;
  - reasons arising from the transport service provider, including overbooking;
- life-threatening condition, serious bodily injury or death of the insured person or a person they are travelling with;
- a natural disaster (insurance cover is valid only if the strike, natural disaster and insolvency cover is indicated on the Policy);
- a strike (insurance cover is valid only if the strike, natural disaster and insolvency cover is indicated on the Policy).

1.4. In the case of a change in the travel plan, LHV will reimburse the following costs:

- reasonable travel and accommodation costs to continue the trip or return to Estonia;
- the cost of unused services that have been paid for but not reimbursed by the service provider (including travel and accommodation expenses, the cost of event tickets, the cost of a rental car);
- the cost of replacement services (including replacement accommodation and flights);
- the following unavoidable costs incurred while waiting for a public transport vehicle abroad, up to 200 euros if the public transport vehicle is delayed by more than 4 hours, and up to 300 euros if the public transport vehicle is delayed by more than 24 hours:
  - the cost of meals and toiletries;
  - the cost of essential clothing if the insured person's baggage is in the possession of a transport company.

Interruption of the trip

1.5. Insured event is the insured person's return to Estonia from the trip for the following reasons:

- life-threatening condition, serious bodily injury or death of the insured person or a person they are travelling with;
- life-threatening condition, serious bodily injury or death of a person close to the insured person, who is residing in Estonia;
- sudden damage to the property of the insured person in Estonia, which necessitates their presence;
- a natural disaster at the destination of the trip (insurance cover is valid only if the strike, natural disaster and insolvency cover is indicated on the Policy);
- a strike (insurance cover is valid only if the strike, natural disaster and insolvency cover is indicated on the Policy).

1.6. In the case of the trip being interrupted, LHV will reimburse the following costs:

- reasonable travel and accommodation expenses for the return of the insured person to Estonia;
- the cost of unused services that have been paid for but not reimbursed by the service provider (including travel and accommodation expenses and the cost of a rental car).

If the interruption of the trip results in additional transport or accommodation costs and if the transport or accommodation services already paid for and not reimbursed by the service provider are not used, one of them will be reimbursed.

Trip interruption due to an emergency

1.7. The insured event is the evacuation of the insured person to Estonia due to the following events that occurred during the trip:

- war, armed conflict, terrorism or riots;
- natural disaster;
- pandemic or epidemic.

1.8. In the event of a trip interrupted due to a state of emergency, LHV will reimburse travel and accommodation expenses related to the return to Estonia within 14 days from the occurrence of the event referred to in clause 1.7.

Event cancellation (optional additional cover)

1.9. An insured event is a trip cancelled by the insured person due to the cancellation of an event for which the trip was intended (including a conference, trade fair, seminar, concert, sports event).

1.10. If a trip is cancelled due to the cancellation of the event for which it is intended, LHV will reimburse the following costs:

- the cost of unused services that have been paid for but not reimbursed by the service provider, including travel and accommodation expenses;
- the cost of the ticket for the event for which the trip was made, which has been paid for and is not refundable by the organiser of the event.

Conduct in the case of travel interruption

1.11. In the case of travel interruption, the providers of trip-related services (including travel service, accommodation service) must be notified thereof immediately and a refund or reimbursement of additional costs related to the interruption must be applied for.

1.12. If the reason for the trip interruption is a crime committed against the insured person or an incident involving their property in Estonia, the police, the Rescue Board or other competent authority must be notified thereof, and the incident must be registered with the authority.

1.13. The insured person must notify LHV immediately of the travel interruption and they must adhere to the instructions given by LHV.

1.14. To establish the circumstances of the loss event, LHV may demand from the insured person, inter alia:

- documents proving the costs incurred as a result of the incident, as well as a reply from the service provider as to whether and to what extent it will reimburse the costs;

- a certificate from the transport company stating that the vehicle was delayed;
- health data for the establishment of a loss event (including medical certificate and transcript of health data);
- the submission of additional evidence, such as proof of departure from Estonia and stay abroad;
- explanations about the loss event.

Exclusions from travel interruption insurance

1.15. LHV does not reimburse the costs related to a travel disruption loss event if the travel disruption is caused by:

- health condition or changes in health not related to an unexpected illness;
- mental and behavioural disorders, including depression;
- pregnancy and the complications resulting therefrom or childbirth, except for a health problem due to an unexpected complication of pregnancy during the first 35 weeks of pregnancy;
- LHV does not pay compensation if the trip is interrupted due to not having allocated time properly for layovers and security checks, regular weather conditions, characteristics of the local transport system, traffic congestion, etc.

EXAMPLE. The insured person is denied boarding because there was less time than planned to change planes and undergo a new security check;

- missing or incomplete documents, including an expired passport, missing visa, missing or inadequate medical test and/or vaccination certificate;
- acts or omissions of the tour operator or travel agent or travel intermediary, including payment difficulties;
- bankruptcy of the travel service provider (unless the strike, natural disaster and insolvency cover is indicated on the Policy).

1.16. LHV does not indemnify the following:

- loss of income and/or damage due to travel interruption caused by the loss of travel-related opportunities, such as a contract not concluded, missed contacts and experiences, also loss of income;
- the costs of the repair, storage, write-off or transport of a means of transport, including the cost of returning it to Estonia;
- expenditure on food, drink, and other essential goods, unless these were essential while waiting for the public transport abroad and the public transport was more than 4 hours late;
- the cost of unused travel and accommodation services if the travel and accommodation expenses described in clause 1.4 are reimbursed for the continuation of the trip.

1.16.1. In the event of a trip interrupted due to a state of emergency, LHV will not indemnify:

- the cost of unused travel services;
- the organisation of evacuation of the insured person (evacuation must be done based on instructions from local authorities or the Ministry of Foreign Affairs of Estonia);
- loss or expenses, if the event that caused the evacuation started before the insured person arrived in the crisis area of the event specified in clause 1.7;
- loss or expenses if the Estonian Ministry of Foreign Affairs has disclosed information to avoid a region or country and the insured person travelled there after the information was disclosed.

Medical assistance insurance (including accident insurance)

2. An insured event of medical assistance insurance is the following event that has happened to the insured person:

- unexpected deterioration of health, the first signs of which appear during the trip and for the treatment of which they need urgent medical care;
- death during the trip.

In the case of an insured event of the medical assistance insurance, LHV will reimburse the following costs.

2.1. Medical treatment expenses and medicines

The cost of medications and medical treatment abroad during the trip and arising from the event of medical assistance insurance, if these were made within 60 days as of the occurrence of the insured event.

2.2. Dental treatment

Expenses due to the treatment of unexpected toothache in a foreign country and/or emergency dental treatment expenses due to an accident (e.g., a fall) during the trip, including examinations and medicines in the amount of up to 500 euros.

2.3. Pregnancy-related medical care

Compensation for the emergency medical care expenses due to unexpected complications of pregnancy within the first 35 weeks of pregnancy.

2.4. Medical aids

The costs of repairing or replacing the prosthesis, hearing aid, or glasses of the insured person which were broken as a result of the insured event of medical assistance insurance in an extent of up to 200 euros per insured event.

2.5. Burial or cremation costs

Burial or cremation costs of the insured person abroad and/or costs of bringing their corpse or cremated remains to Estonia. Arranging for burial or cremation abroad or the method of transporting the corpse or cremated remains must be agreed with LHV in advance.

2.6. Travel expenses

- Travel expenses of the insured person to receive medical care abroad.
- Repatriation expenses of a seriously ill or injured insured person to Estonia. A doctor approved by LHV will decide whether it is possible and necessary to bring the insured person to Estonia.
- The method of transporting the insured person must be agreed with LHV beforehand.
- The expenses for the repatriation of a minor insured person travelling together with an adult insured person to Estonia, if, due to being hospitalised as a result of an insured event of medical insurance, the adult insured person cannot return to Estonia together with the minor insured person.

2.7. Travel and accommodation costs

Reasonable travel and accommodation costs of the insured person for their return to Estonia, if they are unable to return from the trip as planned due to an insured event of medical assistance insurance. LHV reimburses the additional cost of accommodation in the same accommodation establishment or in an accommodation establishment of the same quality class.

2.8. Medical documents

Costs of drafting, reproducing, and sending of medical documents, if this is necessary to handle the claim.

2.9. Costs incurred by the family member travelling to the insured person or by the travelling companion remaining with the insured person

- Reasonable additional cost of accommodation of one travel companion remaining abroad with a sick, injured, or deceased insured person and travel expenses to return to Estonia, up to the sum insured for travel interruption, if it is absolutely necessary (e.g., mother remaining with their child).
- Travel, accommodation and food costs of one family member of the insured person to travel to and back from the ill or injured insured person, if no travel companion remained with the insured person and the insured person cannot be transported to their country of residence within 10 days as of the insured event. The costs are reimbursed from the sum insured for the medical assistance insurance of the insured person.

Validity of medical assistance insurance during sports and other activities

2.10. Medical assistance insurance covers the following activities:

- recreational and health sports (including running, roller-skating, cycling, golf, yoga and fishing);
- swimming, snorkelling and diving to a maximum depth of 10 metres;
- sailing (except windsurfing) in inland and coastal waters;
- hiking at an altitude of up to 2,500 metres.

2.11. Medical assistance insurance is valid for the following high-risk activities only if sports cover is indicated on the Policy:

- snowboarding, alpine skiing and slalom on the marked trails of a winter sports centre;
- competitive sport: participation in cycling, skiing, running (including marathons) and triathlon, participation in training camps and preparation for competitions in these sports;
- mountain biking;
- diving to a maximum depth of 40 metres, if the diver has a licence;
- boating on a river with rapids;
- water-skiing, surfing, kitesurfing and windsurfing;
- sailing on the high seas and the ocean, if returning to port every seven days;
- trekking at an altitude of up to 4,500 metres;
- hiking in the wild, including desert, taiga and jungle;
- participation in an organised, guided safari;
- rock-climbing on well-equipped tracks and using safety equipment;
- participation in sports competitions and training as a professional athlete.

Physical paid work (optional additional cover)

2.12. Medical assistance insurance is also valid in the case of physical work and service, provided that the Policy includes a note on physical work cover.

Physical work is defined as work that generally requires physical effort (including work as a driver or bus driver, forestry, agricultural or construction worker, caterer, hotel attendant or cleaner).

Conduct in the case of an insured event of medical assistance insurance

2.13. If an insured person needs non-hospital medical treatment abroad in the case of an insured event, they can go directly to a licensed medical institution.

2.14. If the insured person needs hospital treatment in the event of an insured event, they must call the LHV travel assistance helpline + 372 680 1122 as soon as possible.

2.15. In the case of an insured event of medical assistance insurance, LHV will indemnify for the hospital treatment, repatriation to Estonia, burial or cremation of the insured person. LHV only reimburses the costs of the specified services if these have been coordinated with LHV in advance.

2.16. In order to apply for an insurance benefit, you must submit the following documents to LHV:

- notification of the occurrence and circumstances of the insured event and application for the insurance benefit;
- medical certificate containing the diagnosis and date of the event;
- invoices for medicines, treatment, accommodation service and transport;
- if necessary, additional evidence to establish the circumstances of the loss event (such as proof of length of stay abroad, and health data such as a medical certificate or a transcript of medical records).

Exclusions from medical assistance insurance

2.17. Expenditure incurred in Estonia

LHV will not reimburse expenses incurred in Estonia even if they were incurred due to an insured event abroad.

2.18. Costs related to illness or injury that appeared or was sustained before the start of the trip

LHV will not reimburse treatment costs, the cause of which is an illness or an injury that appeared before the trip. This exemption does not apply to first aid in the case of life-threatening exacerbations of chronic illnesses. A chronic disease is one that is recurrent or continuous in nature.

2.19. Costs of scheduled treatments

LHV does not cover the cost of planned medical treatment, including planned cosmetic surgery, planned dental treatment or follow-up treatment.

2.20. Pregnancy and childbirth

LHV does not the cost of pregnancy, childbirth, abortion or related complications, as well as post-natal care or treatment, if the pregnancy has lasted more than 35 weeks. The exclusion is applied to the costs related to both the mother and the baby.

2.21. Costs incurred by the insured person and other persons

- LHV will not reimburse accommodation costs incurred by the insured person, the family member travelling to the insured person and/or the travelling companion remaining with the insured person for the time when the insured person had recovered to such an extent that it would have been medically possible for them to return to or be returned to Estonia.
- LHV does not compensate the travel and accommodation expenses of a travel companion and or family member accompanying the insured person within the extent to which the latter should have incurred costs even if no insured event had occurred.

EXAMPLE. The accompanying person's expenses are not reimbursed if the insured person is hospitalised during the trip, but the travel plan of the accompanying travelling companion does not change, i.e., they stay in the same place and return to Estonia at the planned time.

2.22. Costs of the insured person returning to Estonia

- LHV will not reimburse the cost of returning to Estonia in the case that the insured person returned from the trip without prior coordination with LHV or disregarded the instructions of LHV or the doctor when returning to Estonia.
- If a doctor approved by LHV deems it possible to bring a sick or injured insured person to Estonia but the person refuses to do so, LHV will not reimburse any further expenses.
- If a doctor approved by LHV does not consider the return of the ill or injured insured person to Estonia to be medically justified, LHV will not reimburse the costs of returning the person to Estonia.

2.23. Costs of obtaining medical documents

LHV will not reimburse travel or accommodation expenses related to obtaining medical documents.

2.24. High-risk activities

LHV will not reimburse the cost of medical assistance if the loss or damage has been caused in the course of any of the following high-risk activities:

- snowboarding, alpine skiing, and slalom outside the marked trails of winter sports centres;
- high-speed downhill skiing and snowboarding which includes getting out of a helicopter;
- diving at night in a shipwreck or an underwater cave;
- boating down rapids or boating alone in a remote area;
- water motorsports (jet skiing, towing of any kind using a watercraft) and rafting;
- air sports such as hang gliding or paragliding, gliding, or ballooning;
- expeditions and trekking at altitudes of more than 4,500 metres, rock climbing outside equipped trails;
- hiking alone in a remote area;
- extreme sports, including downhill mountain biking, bicycle tricks, BMX riding, skateboard tricks, free-riding, heli-skiing, etc.;
- parachuting and bungee jumps;
- tobogganing, ski jumping, and speed skiing;
- martial arts or sports related to self-defence, such as karate, judo, boxing, kickboxing, Thai boxing and wrestling;
- car and motor sports, incl. driving ATVs and participating in training for driving with motor vehicles, rallying, kart racing, driving snowmobiles, and participation in motorcycle sports;
- all other comparable sports and extreme sports that involve a higher than usual risk of getting lost, ill, dying or receiving bodily injuries.

2.25. Paid physical labour

LHV will not reimburse the costs of medical assistance if the injury is sustained while working in the following employment or occupation:

- professional stunt man or woman;
- mining or rig worker;
- fisherman or diver;
- member of the crew of a ship or aircraft;
- policeman, security guard, rescuer or explosive disposal expert;
- active service member of military service or border guard service;
- participant in any military activities, drills or exercises and military missions, including an observer or person engaged in other works;
- any work, job or activity, during the performance of which the insured person carries or uses a weapon or handles explosives.

2.26. Other exclusions

LHV will not compensate the following costs:

- that are avoidable;
- procedures and services not prescribed by a doctor;
- medicines purchased without medical prescription;
- therapeutic food products intended for medical purposes;
- food supplements;
- rehabilitation;
- non-medical treatments or alternative medicine;
- treatment provided by an unlicensed person;
- getting or removing a tattoo and complications thereof;
- the diagnosis and treatment of psychiatric and behavioural disorders, including depression;
- the diagnosis and treatment of sexually transmitted diseases, HIV and AIDS;
- vaccination, except for vaccination for the treatment of an insured event of medical assistance insurance.

Accident insurance

An insured event of accident insurance is an accident which occurred with the insured person when travelling abroad within the area covered by the insurance, as a result of which:

- the insured person dies within one year of the occurrence of an accident;
- the insured person develops a permanent disability within one year of the occurrence of an accident.

2.27. The sum insured for accident insurance is:

- in the case of permanent disability, 50,000 euros;
- in the case of death (person over 16 years of age), 50,000 euros;
- in the case of death (person under 16 years of age), 2,000 euros.

2.28. Death benefit

The amount of the death benefit is the sum insured for accident insurance. The death benefit is paid to the heirs of the insured person if the insured person dies as a result of the insured event of accident insurance within one year of the date of the insured event. The death benefit is reduced by the amount of the permanent disability indemnity previously paid for the same insured event.

2.29. Permanent disability indemnity

LHV pays a permanent disability indemnity to the insured person if their health condition has permanently deteriorated due to the insured event. The permanent disability indemnity is paid as a percentage of the sum insured of the accident insurance, based on the condition of the insured person one year after the occurrence of the insured event.

- Permanent disability indemnity is 25% of the sum insured for accident insurance, if one year after the insured event the insured person mostly does not need outside assistance, but their general ability has significantly

decreased: they have impaired memory, speech and communication difficulties, loss of movement accuracy, imbalance, rapid fatigue and other conditions aggravating or obstructing everyday activities.

- Permanent disability indemnity is 50% of the sum insured for accident insurance if one year after the insured event, the insured person is only able to perform light and short-term activities, their ability is significantly reduced and they are dependent on the assistance of another person for some daily activities (such as eating, washing, dressing, movement inside or outside the home, etc.).
- Permanent disability indemnity is 100% of the sum insured for accident insurance if one year after the insured event, the insured person unavoidably needs the assistance of another person in performing all daily activities (such as eating, washing, dressing, moving around).

2.30. The existence and degree of permanent disability caused by the insured event is determined no later than within one year as of the occurrence of the insured event, based on the health condition of the insured person at that time. If the permanent disability is the result of the loss of a body part or an organ that does not regain function (for example, amputation), the existence and extent of the permanent disability will be determined as soon as possible after the insured event.

2.31. Permanent disability is determined by comparing the insured person's state of health with that of a healthy person of the same age, taking into account only the severity and nature of the disability and not the insured person's individual characteristics, including lifestyle, occupation or hobbies. The existence and degree of permanent disability is established on the basis of medical documentation. In addition, the condition of the insured person prior to the insured event of the accident insurance is taken into account.

Loss of capacity for work and loss of income are not accounted for when establishing permanent disability. The degree of disability established by a national expert's decision is not binding on LHV when establishing permanent disability.

Conduct in the case of an insured event of accident insurance

2.32. In the case of an insured event of accident insurance, conduct follows the operating instructions set out in clauses 2.13–2.16 of the Terms and Conditions of an insured event of medical assistance insurance.

Exclusions from accident insurance

2.33. LHV will not compensate damage if the death or permanent disability was caused or aggravated by:

- the insured person's illness (the insured event is not death or development of a permanent disability due to illness);
- any medical procedure, including surgery (the exemption does not apply if the cause of the medical procedure is the insured event that occurred abroad during the validity of the conditions);
- miscarriage or childbirth, complications due to miscarriage or childbirth;
- an accident which occurred while the insured person was in a detention centre as an inmate, prisoner or detainee;
- tick or bug bite or sting;
- high-risk activities or paid physical work excluded by medical assistance insurance (clause 2.24);
- high-risk activities excluded under clause 2.11 (unless sports cover is designated on the Policy) and paid physical work excluded under clause 2.12 (unless physical work is designated on the Policy).

2.34. LHV will not pay permanent disability indemnity:

- in the case of damage to the insured person's teeth or prosthetics;
- if the permanent disability appears later than within one year after the insured event;
- if the insured person dies as a result of the insured event within one year from the date of the insured event. In such case LHV pays a death benefit.

Baggage cover

3. Insured baggage is the personal belongings of the insured person when travelling.

3.1. An insured event of baggage cover is represented by the following events that occur during the period of validity of the insurance with the insured baggage in the insured area.

- **Damage, destruction, theft, or robbery of baggage as a result of an unexpected and unforeseen event**

- **Loss of baggage due to the fault of the transport company**

  Baggage will be considered lost if it does not reach the insured person within 21 days of the originally scheduled arrival time.

- **Delay of baggage due to the fault of the transport company**

  If baggage is delayed for more than 4 hours abroad due to the fault of the transport company, LHV will reimburse the cost of essential items (including toiletries, essential clothing) and essential items purchased or rented for use during the trip and contained in the delayed baggage, up to 25% of the amount of the selected baggage cover. Durable goods (items intended for long-term use, such as clothing, footwear and sports equipment) purchased due to baggage delay must be surrendered by the insured person to LHV after reimbursement, if LHV so wishes.

- **Identity document, visa, or vaccination certificate lost or destroyed with baggage**

  LHV will compensate in an extent of up to 200 euros for obtaining a replacement document for an identity document, visa, or vaccination certificate lost or destroyed due to an insured event covered by baggage cover.

3.2. The following are not insured as baggage:

- tickets, money, securities and bank cards;
- fragile items (such as glass, clay or porcelain items);
- glasses, sunglasses, contact lenses;
- tools and work equipment;
- items leased, rented, or borrowed during the trip;
- food, beverages and tobacco products;
- goods offered for sale and samples thereof;
- transported objects and goods belonging to third parties;
- manuscripts, drawings, photos, advertising and training material, and other such documents;
- software and databases;
- motor vehicles, trailers, watercraft, aircraft, their spare parts, accessories;
- plants, including seeds, bulbs, rhizomes;
- animals, birds, insects, amphibians, reptiles;
- items that are illegal to acquire or bring across national borders.

General principles for the compensation of damage to baggage

3.3. In the case of damage to property, LHV will reimburse the cost of repair thereof. If the property is destroyed or damaged in such a way that it cannot be repaired, or the baggage has been stolen, robbed or lost due to the fault of a transport company, LHV will reimburse the cost of repurchasing an equivalent item.

3.4. If it is not possible to determine the repurchasing cost of the item, the insurance benefit is determined based on the purchase price of the item. Depreciation in the value of the item over time at a rate of 10%–30% of the purchase price per year is deducted from the purchase price.

3.5. In the case of baggage damage compensation, a deductible of 200 euros applies to smart devices, photo and electronic equipment, and their accessories.

3.6. If LHV has reimbursed the baggage and it is found, the insured person must notify LHV of the baggage being found as soon as possible.

3.7. LHV will not arrange for the repair of the item, the acquisition of a replacement item, or the transfer of the item to the insured person.

Conduct in the case of damage to baggage

3.8. In the event of damage to baggage, the first step is to contact the transport or accommodation company or other service provider responsible and submit a claim for compensation.

3.9. Upon baggage delay, the policyholder must present to LHV a certificate on the delay of baggage along with cost documents for purchasing or renting essential items.

3.10. If the baggage damage was caused by a transport or accommodation company, a storage service provider or other service provider, LHV must be provided with a certificate from that company stating the cause of the baggage damage.

3.11. Theft or robbery of baggage must be immediately reported to the police. A police certificate regarding the circumstances of the event must be presented to LHV.

3.12. LHV has the right to demand the submission of additional evidence (such as invoices for the repair of items, photographs, additional explanations).

Safety requirements for the storage of baggage

3.13. Baggage must be stored under constant supervision or in a locked room.

3.14. Items left in a vehicle must be placed there in such a way that they do not attract attention. When leaving the vehicle, all of the windows and the sunroof must be closed, doors locked, and security devices activated.

3.15. When unsupervised, a bicycle must be locked to a strong base.

3.16. The following is a list of items that must be carried in hand baggage and may not be placed in the hold of an aircraft, ship, bus or train, or left unattended in a vehicle, but must be under the uninterrupted and immediate supervision of the insured person or in a safe or supervised storage room in the accommodation establishment:

- personal identity document, visa and vaccination certificate;
- electronic equipment, including camera, phone, smart device, laptop and tablet;
- firearms (firearms may be transported in accordance with the carrier's regulations);
- Musical instruments may not be transported as hand baggage pursuant to the rules of the carrier;
- valuables, watches, works of art and antique items;
- collections.

3.17. The insured person must comply with all legislation, instructions, guidelines, precepts and other documents of the transport company, which contain guidelines for ensuring safety, preventing and minimising possible damage.

Exclusions from baggage cover

3.18. LHV will not compensate damage incurred:

- due to failure to comply with the safety requirements set out in clauses 3.13–3.17;
- due to the theft of items left in an open or sheeted box, unlocked roof box, motorcycle baggage box or luggage bag;
- when items came into contact with liquids contained in the baggage;
- because of the baggage being left unattended, lost or forgotten.

EXAMPLE. LHV will not compensate damage caused by the theft of baggage after it has been left behind;

- baggage that did not reach Estonia in time;
- in the case of breakage of an item made of glass, porcelain, ceramics or similar fragile materials, including the subsequent damage caused to other items.

Liability insurance

4. Liability insurance covers damage to property and personal injury which the insured person has unlawfully caused to a third party abroad during the term of the insurance and which the insured person must compensate because they are guilty of causing the damage or responsible for causing it under legislation. LHV pays the insurance benefit for a loss event for which a written claim for indemnification has been submitted to the insured person. The sum insured for liability insurance is 100,000 euros per insured event.

4.1. Third party claims that have occurred abroad that are related to damage to sports equipment, premises, apartments, or buildings owned by the injured party but in possession or use of the insured person are insured in the extent of up to 2,000 euros.

4.2. LHV reimburses any direct proprietary damage caused to the third party as a result of the insured event and legal costs of the insured person arising from the insured event which are directly necessary for resolving the proprietary damage claim presented to the insured person.

Conduct in the case of an insured event covered by liability insurance

4.3. If an insured person is presented with a claim for compensation or if circumstances arise that may be the basis for a claim, such as causing damage, they must immediately contact LHV and act in accordance with LHV's instructions.

4.4. Legal assistance expenses must be agreed upon with LHV in advance.

4.5. If LHV is of the opinion that it is expedient to settle the dispute by means of an agreement, the insured person must respond to LHV's proposal within five days, unless LHV has set a longer deadline.

Exclusions from liability insurance

4.6. Intentional activity and/or intoxication

LHV will not compensate claims arising from acts committed by the insured person intentionally and/or while intoxicated or under the influence of psychotropic substances.

4.7. Compulsory liability insurance (including motor third party liability insurance)

LHV will not pay compensation for damage covered by compulsory liability insurance.

4.8. Items in the possession or use of the insured person

LHV will not reimburse damage for the destruction, damaging or loss of an item in the possession or use of the insured person.

4.9. Loss of profit

LHV will not reimburse lost profit, including income from employment, except for the decrease or loss of earnings of the injured party in the case of causing damage to the health or the death of the injured party.

4.10. Persons to whom damage is not reimbursed

LHV will not compensate damage suffered by the insured person themselves, their travelling companion or a member of their family, or by a company of which the insured person is a member of the management board, a shareholder or a member of the supervisory board.

4.11. Sanctions

LHV will not reimburse any fines or other punishments imposed on the insured person.

4.12. Infectious diseases and sexually transmitted diseases

LHV will not reimburse any damage caused by the spreading of infectious diseases and/or sexually transmitted diseases.

4.13. Epizootic pathogens and pests

LHV will not compensate damage caused by epizootic pathogens or hazardous pests.

4.14. Activities not covered by insurance

LHV will not compensate damage related to the insured person's:

- economic or professional activities;
- fulfilling professional or service assignments; acting as a member of the governing body of a legal person;
- providing a service for a fee;
- sports competitions or professional sports;
- possession or use of any motor vehicle;
- ownership or possession of a building;
- use of a gun.

4.15. Increase of the policyholder's loss

LHV will not compensate damage if the insured person fails to respond to LHV's proposal by the deadline or fails to conclude an agreement with LHV. LHV will also not indemnify expert assessment, legal assistance or court costs or any increase in loss that occurs after the expiry of the term for responding to LHV's proposal or concluding an agreement with LHV.

Legal assistance expenses

5. The indemnity limit for an insured event involving legal expenses insurance is 10,000 euros. An insured event is an unlawful act committed unintentionally by the insured person outside the home country during the trip, due to which:

- a competent authority commenced criminal or misdemeanour proceedings or provided the insured person with a bail order in accordance with the law; or
- a third party filed a claim under private law against the insured person pursuant to law.

5.1. In the event of an insured event covered by legal costs insurance, LHV will compensate the bail in the extent of up to 5,000 euros in accordance with the decision of a court or other competent authority and reasonable and/or necessary legal costs, considering the circumstances of the case, the complexity of the legal dispute, the amount of the claim and the standard price of such services in the country.

5.2. In the event of a bail refund, the insured person is obligated to repay it to LHV within ten days of the bail refund. The insured person must immediately notify LHV of the return of the bail.

5.3. When the need for legal assistance arises, it must be reported to LHV immediately, proceeding according to LHV's instructions.

Calls made to LHV from a foreign country

5.4. LHV will reimburse any phone calls made to LHV and LHV's claim handling partners, transport companies, travel agencies, accommodation providers and other travel service providers in relation to the insured event.

5.5. The sum insured for phone calls is 200 euros for all calls made during a single trip.

Rental car deductible insurance

6. An insured event is the theft, robbery, destruction of or damage of a rental vehicle rented in a foreign state, the rental contract of which specifies the insured person as its driver, due to which the insured person must compensate the lessor for loss caused by damage to the rental car to the extent of the insurance deductible under the insurance contract.

6.1. The sum insured for the rental car deductible insurance is the amount actually required as insurance deductible in the insurance contract of the rental car, but not more than 2,000 euros. In order to receive the insurance benefit, the insured person must present LHV the loan or rental agreement along with the insurance contract and claim for damage.

7. Rental car deductible insurance applies to the following types of rental cars:

7.1. a vehicle of category M1 or similar (passenger car with up to eight seats in addition to the driver's seat and a maximum mass not exceeding 3.5 t);

7.2. a vehicle of category N1 or similar (van with a maximum mass not exceeding 3,5 t);

7.3. a vehicle of category O1 and O2 or similar (trailer with a maximum mass not exceeding 3.5 t).

8. The insurance is valid if the rental car is covered by motor own damage insurance. The minimum required cover is the accident insurance cover, which is usually stated in the rental contract as *Collision Damage Waiver* (CDW), *Loss Damage Waiver* (LDW) or *Physical Damage Waiver* (PDW). The sum insured for the rental car deductible insurance is the sum actually claimed up to the insurance deductible provided for in the rental car insurance contract, but not more than 2,000 euros.

EXAMPLE. If the insured person's liability to the car rental company is 3,500 euros as a result of an insured event, LHV will indemnify 2,000 euros. The remaining 1,500 euros is the responsibility of the policyholder, unless they have taken out an additional insurance contract with the lessor.

Conduct in the case of receipt and delivery of a rental car and in the case of an insured event with a rental car

8.1. In order to detect any damage, the insured person must inspect the vehicle upon the delivery and receipt of the rental car and document any visible defects and damage with the grantor or lessor of the vehicle. They must also document the insured event together with the lessor of the vehicle.

8.2. In order to receive the insurance benefit, the insured person must present LHV the loan or rental agreement of the car along with the insurance contract and claim for damage.

Safety requirements

8.3. When leaving their rental car, the driver must close all its windows and the sunroof, lock all doors, take with them all keys, remote control devices and documents, and activate anti-theft equipment.

8.4. Keys, remote controls, and documents must be stored in a place and in such a way that they cannot be easily removed by a third person.

8.5. After damage to the rental car, it can be used if it has been inspected and verified that it is in the technical condition required for use, e.g., no oil or fuel leaks, the tyres are intact, and the steering wheel and brakes are working.

8.6. Only a person who is entitled to drive in the country where the car is used is and has a valid driving licence is allowed to drive the rental car.

8.7. The rental car must be in the technical condition required by law, such as having tyres appropriate for the season and the permissible degree of wear and tear, and with brakes and lights in order.

8.8. The rental car must be used for the purpose and to the extent permitted by the manufacturer.

Exclusions from rental car deductible insurance

8.9. Other damage covered by the insurance contract

LHV will not compensate damage that is reimbursable on the basis of mandatory motor third party liability insurance or other insurance.

8.10. Use of the rental car by a person who has not been named as a driver in the rental contract

LHV will not compensate damage when the rental car was used in violation of the terms and conditions of the rental contract, including when it was driven by a person not permitted to do so under the rental contract.

8.11. Participation in competitions and races

LHV will not compensate damage caused by the use of a rental car in a competition or a race or in the practice thereof, regardless of whether or not it was lawfully organised.

8.12. Related persons

LHV will not compensate damage if an intentional act of damaging the rental car, theft, robbery or attempts of those acts was committed by:

- the insured person and/or their travel companion;
- the legal possessor of the rental car, their representative, employee, or person under their guardianship;
- the parent, child, grandchild, spouse, life partner, daughter-in-law, or son-in-law of the insured person or the legal possessor of the rental car;
- a person who lives with the insured person or the legal possessor of the rental car in a common household.

8.13. Intoxication

In determining the state of intoxication, LHV proceeds from the limits permitted by the laws of the country where the insured event occurred. LHV will not compensate the damage if the driver of the rental car:

- was under the influence of alcohol at the time of the traffic accident;
- consumed an intoxicating substance after the traffic accident but before the state of intoxication was verified by the police or a medical facility, or who declined establishing the state of intoxication.

8.14. Leaving the scene of the incident

LHV will not compensate damage if the driver of the rental car left the scene of an accident in breach of the law.

8.15. Use of a rental car off-road

- LHV will not compensate damage which occurred in a territory closed to traffic (for example, an airfield, a mine, a road construction area).
- LHV will not compensate damage caused on a body of water outside an officially open ice road.
- LHV will not compensate damage that occurred in an area not intended for traffic if the damage is related to the characteristics of the area.

EXAMPLE. LHV will not compensate damage caused due to sinking into a slough by driving in a bog or hitting a stump while driving off road.

8.16. Driving a rental car in deep water

LHV will not compensate damage caused by water entering the rental car, its engine, or equipment as a result of the car being driven in deep water, e.g., in the event of a road flood.

8.17. Illegal or incorrect fuel

LHV will not compensate damage to the rental car engine caused by the use of illegal or incorrect fuel.

8.18. Normal wear and tear, depreciation, and rusting

LHV will not compensate damage caused by normal wear and tear, amortisation, or rusting of the rental car.

Sports cover

9. Insured events of sports cover are:

- being injured while engaged in the activities specified in clauses 2.10 and 2.11;
- the closure of an official sports track or facility due to weather conditions if the insured person had purchased a ticket to use it;
- the insured person's inability to use a sports track or a sports facility due to illness or injury, if they had purchased a ticket to use it;
- the theft of sports equipment, as well as its unexpected and sudden destruction or damage, including damage to the sports equipment in the possession or use of the insured person;
- sudden deterioration in the insured person's state of health or bodily injury which occurred during an activity described in clauses 2.10 and 2.11 and for the treatment of which the insured person urgently needs medical care.

Principles for the compensation of sports cover

9.1. The insurance benefit depends on the number of days the sports track or facility was closed due to the insured event or the number of days the insured person was unable to engage in sports due to illness or injury. The insurance benefit is calculated separately for each insured person for whom a ticket was purchased. The amount of the insurance benefit is up to 50 euros per day per insured person.

9.2. In the event of theft, unexpected destruction or damage to sports equipment, LHV will compensate the insured person for the cost of repairing the item or, if it is not economically feasible or possible to repair the item, the market value of the item, but not more than 500 euros.

9.3. The market value of an object is deemed to be its market value in Estonia, except in the case of rented or leased objects, where the market value is deemed to be the amount claimed by the grantor or lessor.

9.4. If it is not possible to determine the market value of the item, the basis for determining the insurance benefit is the purchase price of the item minus the decrease in the value of the item over time at a rate of 10–30% of the purchase price per year.

Exclusions from sports cover

9.5. LHV will not cover damage caused by the closure of a sports track or facility if the insured person purchased a ticket for its use after the information about the closure of that track or facility was published or after being informed of the occurrence of the event that caused the closure of that track or facility or after the occurrence of illness or injury of the insured person.

General exclusions

10. General exclusions are applied to all insured events.

- LHV will not pay compensation in the absence of an insured event.
- LHV will not compensate the damage if the event that caused the damage was foreseeable.
- LHV will not reimburse any loss or expense that does not meet the characteristics of a compensable loss or expense.
- LHV will not compensate any costs that the insured person would have made regardless of the insured event.

10.1. Foreseeable event

LHV will not provide compensation when damage was caused by circumstances that were known or foreseeable to the insured person before the beginning of the trip.

10.2. Moral damage

LHV will not reimburse moral, i.e., non-material damage.

10.3. Incident occurred in Estonia

LHV will not compensate the damage if the event that caused it took place in Estonia. This exclusion is not applied to travel interruption insurance in the cases specified in the Terms and Conditions.

10.4. Activities of the insured person

LHV will not compensate damage, if:

- the insured person caused the insured event either intentionally or due to gross negligence;
- the insured person caused the insured event when driving a vehicle they were not legally allowed to drive;
- the damage was caused or partially caused by an act committed by the insured person that has traits of an intentionally committed criminal offence;
- the policyholder or the insured person presented false information to LHV.

10.5. Intoxication

LHV will not pay compensation if the insured event or damage was caused or partially caused by the insured person being intoxicated incl. under the influence of alcohol or illegal drugs or the residual effects thereof.

10.6. Searching for the insured person

LHV will not cover the costs of searching for the insured person.

10.7. Damage compensable to another person

- LHV will not compensate damages paid under the Estonian or foreign motor third party liability insurance.
- LHV will not compensate damage if the health insurance fund, another insurance provider, transport company, travel service provider or another person has already compensated the costs or made a decision on compensating the costs.

10.8. Strike and disruption of work (lockout)

LHV will not compensate damage if it was caused by a strike or disruption of work (lockout), of which the insured person or the general public was aware before the start of the trip. This exclusion will not be applied if the strike, natural disaster and insolvency cover is indicated on the Policy.

10.9. Bankruptcy and insolvency

LHV will not compensate damage if it was caused by the bankruptcy or insolvency of a service provider involved in the trip. This exclusion will not be applied if the strike, natural disaster and insolvency cover is indicated on the Policy.

10.10. Natural disaster

LHV will not compensate damage if it was caused by an earthquake, landslide, avalanche, flood, forest fire, hurricane, tornado, volcano eruption or tsunami, except for the travel interruption indemnity when the trip was interrupted due to an evacuation.

This exclusion will not be applied if the strike, natural disaster and insolvency cover is indicated on the Policy. This exclusion is also not used in the case of medical assistance insurance if the insured event occurred within 14 days of the start of the natural disaster and the insured person had arrived in the area of the natural disaster before the natural disaster started.

10.11. Pandemic, epidemic, and infection control measures

LHV will not pay compensation when damage was caused by a pandemic, epidemic, or an infection control measure implemented by the state, except for the payment of travel interruption compensation when the trip was interrupted due to an evacuation. The exemption does not apply to medical assistance insurance if the insured event occurred within 14 days after the outbreak of the pandemic or epidemic, or the implementation of infection control measures and the insured person was already travelling before the aforementioned event.

10.12. War, armed conflict, insurgence, mass unrest

LHV will not compensate damage if it was caused by war or armed conflict, insurgence, revolution or mass unrest, except for the costs and medical aid expenses specified in clause 1.7. If the insured person did not participate in said activities and arrived in the respective area before the start of the dangerous situation, their medical assistance insurance is still valid for 14 days from the start of the dangerous situation. In the case of war between permanent members of the United Nations Security Council, the war exemption is applied immediately at the start of the war and the 14-day insurance cover does not apply.

10.13. Terrorism

LHV will not compensate damage caused by terrorism, except for the evacuation of an interrupted trip and unavoidable medical expenses due to the direct consequences of an act of terrorism.

10.14. Other exclusions

LHV will not compensate damage if it was caused by:

- a nuclear weapon, nuclear energy, or radioactivity;
- the activities of the police, border guards, customs officers, or other public officials;
- seizure, detention, confiscation, or expropriation of property.

Conduct in the case of a loss event

11. In the case of a loss event, the insured person must:

11.1. take measures to prevent or reduce further damage;

11.2. report a crime (including theft, robbery, vandalism or any other unlawful act by a third party) immediately to the local police, a fire to the local emergency services, and the appropriate competent authority or person in any other case;

11.3. register the theft or robbery immediately with the local police, informing the police of any damage caused. At the request of LHV, a written notice issued by the police or another notified body which certifies the registration of the event, and the fixation of the damage caused must be submitted;

11.4. notify LHV of the loss event as soon as possible after the occurrence of the loss event or becoming aware of it;

11.5. in the case of a loss event, provide LHV with accurate and complete information about the circumstances of the claim, the amount of the claim and the persons who may be liable;

11.6. follow the code of conduct provided by LHV;

11.7. if necessary, provide LHV with access to the damaged item;

11.8. enable LHV to investigate the circumstances of the loss event in order to identify the amount of the loss and the persons responsible for the loss and, if necessary, to involve experts to determine the circumstances of the loss event;

11.9. consider that to establish the circumstances of the loss event, LHV may demand, inter alia, that the insured person:

11.9.1. provides LHV with documents (including original documents) proving the loss event or the costs incurred as a result of it;

11.9.2. submits a certificate issued by the police in the case of an offence against persons or property;

11.9.3. provides explanations about the loss event.

General principles for indemnification

12. In the case of an insured event, LHV will compensate direct and justified expenses for the restoration or replacement of insured items and other expenses on the basis of the following Terms and Conditions.

12.1. LHV will make a decision on the compensation of direct damage within ten working days of receiving all the necessary information on the loss event and the amount of damage. If, for reasons beyond LHV's control, it is not possible for LHV to determine the full amount of the damage, LHV will first compensate that part of the damage for which the extent is clear. LHV may extend the deadline for making a decision on indemnification for damage for good reason.

12.2. LHV has the right to request documents and information related to the loss event from third persons.

12.3. The right to receive the insurance benefit is held by the insured person or a company providing a service to them, such as a travel agency, medical facility, etc.

12.4. LHV determines the method for the compensation of damage, which may be the repair of a damaged item, replacement with an equivalent item, or financial compensation, and LHV may also choose a repair company or a place from which an equivalent item is procured upon replacement. The corresponding solution can be arranged and ordered by LHV.

12.5. LHV has no obligation to compensate the value of the remaining part of the insured object. If LHV reimburses the costs of replacing the insured object, LHV has the right to the ownership of the replaced object.

12.6. If the insured person wishes to keep the destroyed object in their ownership, the insurance benefit will be reduced by the value of the property after the insured event.

12.7. Other costs specified in the Terms and Conditions will be reimbursed by LHV on the basis of a document certifying the amount of such costs to a reasonable and justified extent.

Obligations of the insured person

13. The insured person is obligated to:

13.1. do everything in their power to prevent the insured event and reduce possible damage, to avoid the possible increase of the insurance risk and not to allow the persons who use the insured property to increase the insurance risk;

13.2. after LHV has paid them the insurance benefit for the stolen or robbed item, in the event of the return of this item, to return to LHV the insurance benefit paid for this item or to surrender the returned object to LHV;

13.3. return the insurance benefit paid to them to LHV if, after indemnification of the damage, circumstances precluding indemnification by LHV become apparent or if the damage is compensated by a third party;

13.4. surrender durable goods (items intended for long-term use, including clothing, footwear and sports equipment) purchased due to baggage delay to LHV if LHV so requests.

Obligations of LHV

14. LHV is obligated to:

14.1. start handling the insured event immediately after receiving the notice of loss, and determine the amount of indemnifiable loss;

14.2. after receiving the notice of loss, inform the insured person of which documents must be submitted to LHV in order to determine the cause and amount of the loss;

14.3. compensate the damage caused due to the insured event or pay the agreed amount of money or the insurance benefit in whole or in parts, or fulfil the conditions in another agreed manner. LHV will pay the insurance benefit within a reasonable time after the completion of the claims handling operations and the indemnification decision. If LHV delays with the performance of a financial obligation, it is required to pay default interest at the rate provided in the Law of Obligations Act;

14.4. reimburse, where an obligation to compensate for loss or damage arises, inter alia, the costs incurred by the insured person in determining the loss or damage and its amount. LHV does not have to compensate the insured person for the costs of hiring an expert or adviser if the insured person was not obligated to hire an expert or adviser according to the conditions.

Refusal to compensate or reduction of compensation

15. LHV has the right to refuse compensation or reduce the insurance benefit if:

15.1. the insured person has intentionally submitted false or misleading information to LHV or failed to submit important information concerning the material circumstances of the loss event;

15.2. it is an event, as a result of which the damage caused is not compensated on the basis of the Terms and Conditions;

15.3. the damage has occurred to an object that is not insured under the Terms and Conditions;

15.4. the insured person has not complied with a safety requirement or obligation set out in the Terms and Conditions and there is a causal link with the occurrence of the damage;

15.5. the occurrence of the damage is related to an unlawful act committed by the insured person.

16. LHV has the right to refuse to pay the insurance benefit if the payee is subject to a respective international financial sanction imposed by the Government of the Republic, the United Nations, the European Union, the United Kingdom or the United States of America.

Termination and cancellation of and withdrawal from insurance contract

17. The insurance contract is terminated:

17.1. at the end of the insurance period;

17.2. in the event of cancellation of the insurance contract;

17.3. in the event of withdrawal from the insurance contract;

17.4. by agreement between the policyholder and LHV;

17.5. on other bases provided for in legislation.

18. Cancellation of insurance contract

LHV has the right to cancel the insurance contract, subject to the cancellation deadlines prescribed by law, if:

18.1. the policyholder has not fulfilled the insurance contract, including by failing to pay the premium on time;

18.2. the policyholder has intentionally provided LHV with false information about the insurance contract and/or the circumstances of the insured event;

18.3. an insured event has occurred and LHV has made a decision to compensate or refuse compensation;

18.4. the insurance risk has increased, including if it has increased independently of the policyholder and the policyholder does not agree to modify the insurance contract retroactively from the date of the increase of the insurance risk;

18.5. other grounds for cancellation of the insurance contract established in the legislation emerge.

18.6. The parties have the right to terminate a contract of recurring travel insurance by giving at least 45 days' notice before the end of the current insurance period. A contract of recurring travel insurance can only be cancelled extraordinarily by agreement between the parties.

19. Withdrawal from the insurance contract

19.1. LHV has the right to withdraw from the insurance contract if the policyholder has failed to notify LHV of material facts affecting the insurance risk when concluding the insurance contract and/or has knowingly provided false information, including deliberately avoided reporting a material fact. LHV may withdraw from the insurance contract within one month after it became aware, or should have become aware, of the policyholder's failure to comply with the notification obligation.

19.2. If the policyholder fails to pay the premium after the insurance contract has been concluded, LHV may withdraw from the insurance contract until the premium is paid. If the premium paid is less than the amount payable indicated on the Policy, the premium is deemed not to have been paid. If LHV fails to bring an action to recover the premium within three months of the date on which the premium became due, LHV will be deemed to have withdrawn from the insurance contract.

19.3. If the insurance contract has been concluded by means of distance communication, the policyholder has the right to withdraw from the insurance contract within 14 days of its conclusion. The policyholder must submit an application for withdrawal to LHV in a format reproducible in writing. In the event of withdrawal, LHV will refund the premium paid by the policyholder. If LHV has provided the policyholder with immediate insurance cover, the policyholder does not have the right of withdrawal.

19.4. If the insurance contract has been cancelled or withdrawn from, the parties to the insurance contract will no longer have any obligations under it from the date of termination. The rights and obligations of the parties, including the policyholder's obligation to pay the premium to LHV, apply until the termination of the insurance contract.

Submission of notifications

20. All notices necessary to comply with the conditions are provided in a format reproducible in writing.

Processing of personal data

21. LHV has the right to process personal data related to the conditions on the basis of LHV's customer data processing principles and to disclose information related to the conditions to a third party whose right to receive information arises from LHV's customer data processing principles.

22. LHV has the right to preserve the recordings received by means of communication or other means in connection with the fulfilment of the conditions and, if necessary, use them to prove the declarations of intent submitted by the insured person.

Law applicable to the Terms and Conditions and limitation of claims arising from the Terms and Conditions

23. The law of the Republic of Estonia applies to the Terms and Conditions.

24. The limitation period for claims arising from the conditions is three years. The limitation period runs from the end of the calendar year in which the claim becomes due.

Inconsistencies in the documents of Terms and Conditions

25. If the Terms and Conditions have been translated into a foreign language, the interpretation of the Terms and Conditions will always be guided by the Estonian language Terms and Conditions in case of dispute.

Supervision and settlement of complaints

26. If the policyholder does not agree with the decision of LHV or requests additional explanations, they have the opportunity to contact LHV by email at kindlustus@lhv.ee, by phone on 699 9111 and by post at Tartu mint 2, 10145, Tallinn.

27. The extrajudicial bodies for resolving disputes are the conciliation body of the Association of Estonian Insurance Companies, Mustamäe tee 46, 10621 Tallinn (phone 667 1800, e-mail lepitus@eksl.ee), and the Consumer Protection and Technical Surveillance Authority, Endla 10a, 10122 Tallinn (phone 667 2000, email info@ttja.ee).

28. The activities of LHV as the insurance provider are supervised by the Financial Supervision Authority (Finantsinspektsioon), Sakala 4, 15030 Tallinn (phone 668 0500, e-mail info@fi.ee, website www.fi.ee). The Financial Supervision Authority will not resolve contractual disputes between LHV and the insured person.

29. If no agreement is reached, the parties have the right to apply to the county court.