We want travel insurance to offer you the support and security you need in the event of unexpected situations that may occur in the course of your trip.

The terms and conditions of Swedbank P&C Insurance AS travel insurance specify the scope of the insurance coverage of travel insurance.

The general principles of insurance contracts have been set out in the General Conditions 3 of Swedbank P&C Insurance AS.

The general principles of insurance contracts are applied with these travel insurance terms and conditions.

The Travel Insurance Conditions 11 of Swedbank P&C Insurance AS for the American Express® Gold credit card issued by Swedbank AS are valid as of 1 January 2011. This is a translation. In case of dispute the Estonian terms and conditions are valid.

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GENERAL DEFINITIONS

Policyholder means Swedbank AS, which has entered into an insurance contract for the benefit of the Insured Persons.

We or Insurer means Swedbank P&C Insurance AS.

Insured Person means a person who holds a valid American Express® Gold credit card or additional card issued by Swedbank AS.

Co-insured Persons means the spouse, life partner, children and grandchildren of the Insured Person if they travel with the Insured Person.

The insurance will cover the Insured Person’s child or grandchild if:
- he/she is not married;
- he/she is up to 17 years old (incl.);
- he/she is up to 21 years old (incl.) full-time student.

Travel assistance partner means a person who organises the processing of an insured event outside Estonia where necessary.

Trip means a temporary stay in one foreign country or several foreign countries along with travelling there and back.

Continued trip If the Insured Person travels from their home country to their temporary place of residence or stay and takes a new trip from there with the aim of returning to the temporary place or residence or stay, this is considered a continued trip. A continued trip is considered a separate trip and is subject to trip cancellation and interruption cover.

Example: The Insured Person travelled to Australia. There he decided to visit New Zealand as well. He bought plane tickets and booked a hotel. After that the Insured Person fell ill and had to cancel the trip to New Zealand. We indemnify the medical expenses caused by the illness as well as the expenses incurred in connection with the cancelled trip to New Zealand.

INSURANCE COVER

Insurance period – the insurance will cover trips of up to three months. After three months the insurance will cease to cover the given trip.

Insurance territory – the insurance will cover trips all over the world, except for trips in the Insured Person’s home country. The Insured Person’s home country means the country where the Insured Person permanently resides (the Insured Person has resided there more than 183 days within the term of 365 days prior to the trip).

The Insured Person’s home country the insurance will cover for accidents that happen on the way to an airport or any other point of departure of the trip or on the way back to the Insured Person’s home or workplace.

Sum Insured means the maximum amount to be indemnified for each insured event.

Trip
Trip means a temporary stay in one foreign country or several foreign countries along with travelling there and back.

Example: The Insured Person travelled to Australia. There he decided to visit New Zealand as well. He bought plane tickets and booked a hotel. After that the Insured Person fell ill and had to cancel the trip to New Zealand. We indemnify the medical expenses caused by the illness as well as the expenses incurred in connection with the cancelled trip to New Zealand.

Insurance period – the insurance will cover trips of up to three months. After three months the insurance will cease to cover the given trip.

Insurance territory – the insurance will cover trips all over the world, except for trips in the Insured Person’s home country. The Insured Person’s home country means the country where the Insured Person permanently resides (the Insured Person has resided there more than 183 days within the term of 365 days prior to the trip).

In the Insured Person’s home country the insurance will cover for accidents that happen on the way to an airport or any other point of departure of the trip or on the way back to the Insured Person’s home or workplace.

Sum Insured means the maximum amount to be indemnified for each insured event.
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GENERAL EXCLUSIONS

The following exclusions are applicable to each class of insurance cover. Additional exclusions are further indicated with regard to each specific cover.

We will not indemnify losses caused by the following:

- epidemic, pandemic;
- weapon of mass destruction; war or a situation similar to a military operation; revolution; uprising; mass disorder;
- nuclear energy, radioactivity;
- actions of public authorities, expropriation;
- state of intoxication of the Insured Person through alcohol, drugs, toxic substances or remaining symptoms of intoxication; suicide and attempted suicide, illegal activities, putting oneself in danger intentionally, or participation in fights;
- intention or gross negligence of the Insured Person.

Generally excluded activities

The insurance cover does not include events caused by the following activities:

- motor sports;
- combat sports or contact sports such as boxing, wrestling, judo or karate;
- strength sports such as weightlifting or strongman competitions;
- participation in official sports competitions or professional training;
- parachuting and bungee-jumping;
- aviation sports or riding extra light or amateur-built aircrafts, hang-gliders, gliders or hot-air balloons;
- alpinism, mountaineering or rock climbing;
- mountain-hiking to higher than 4,000 metres;
- hikes or expeditions to jungles, deserts, wilderness or uninhabited areas without a professional guide;
- diving deeper than 10 metres;
- surfing, sail-boarding, ocean sailing; riding rapids;
- downhill skiing;
- off-piste mountain skiing or snowboarding;
- working in mines and on oil and gas platforms;
- working as a seaman, fisherman, police officer, security guard, rescue worker, member of ship or plane crew or in a job or position involving the right to use or carry a weapon;
- participation in military activities;
- serving in the Defence Forces;
- staying in an area of crisis as an observer, rescue worker, medical worker or for other similar reasons;
- other activities comparable to those listed above.

In addition to the above, we do not indemnify the following:

- revenue forgone;
- moral damage.

ACCIDENT INSURANCE

Disability of the Insured Person
If the Insured Person develops a permanent physical disability within one year of the result of an accident which occurred during their trip and the degree of disability is at least 10%, we will pay the Insured Person disability indemnity. The amount of the disability indemnity depends on the medical degree of the disability which occurred as a result of the accident. Upon determining the disability the table titled “Guidelines for Determination of the Percentage of Loss of Capacity for Work” – adopted by Regulation No. 3 (Appendix to the State Gazette 2002, 9, 92) of the Minister of Social Affairs of 3 January 2002, effective as of 1 January 2002 – is used.

Death of the Insured Person
If the Insured Person dies within one year of the occurrence and as a result of an accident which happened during their trip, we will pay the beneficiary the Sum Insured with regard to death. If the Insured Person has not specified a beneficiary, we will pay the indemnity to their successors based on the legal succession procedure.

The invalidity benefits paid previously for the same accident will be deducted from the Sum Insured applicable to death.
The following occurring during a trip is deemed an insured event:
- sudden decline in the Insured Person’s state of health if the symptoms first appear during the trip and the Insured Person needs emergency medical care because of this;
- bodily injury which has occurred suddenly;
- heat stroke, sun stroke, poisoning, drowning or freezing.

Medical treatment expenses
We indemnify expenses arising from:
- emergency medical care;
- giving a diagnosis;
- cost of medications prescribed by a doctor;
- acquisition of medical accessories.

In the case of chronic illnesses we indemnify first aid expenses if the illness suddenly worsens. We will not pay any indemnity if the worsening of the illness during the trip could have been foreseen.

Dental treatment
We indemnify up to 200 euros for the costs of dental first aid per insured event.

Additional costs
Transportation of the ill or injured person to the place of treatment
Transportation organised by the Travel Assistance Partner to the closest place of treatment.

Expenses incurred in repatriation of the ill or injured person
Repatriation of the Insured Person organised by the Travel Assistance Partner if the ill or injured person’s state of health enables transportation and local treatment is significantly more expensive than treatment at home.

Cost of coffin
Costs of acquisition of a coffin to the extent of up to 5,000 euros.

Expenses incurred in repatriation of the deceased
Repatriation of the body of the deceased organised by the Travel Assistance Partner. If the persons close to the deceased so desire, we will organise the cremation of the body in the country where the insured event took place.

Expenses of repatriation of a child
If the Insured Person cannot return from the trip at the planned time due to medical reasons, we will indemnify the costs of return of the child travelling with them. We will not indemnify the costs if the spouse/life partner of the Insured Person or a close relative of the child has gone along on the trip.

Travel expenses of the person close to the Insured Person
A round-trip of up to five days organised for a person close to the Insured Person at reasonable expense if the Insured Person cannot return to Estonia due to medical reasons and he/she has to remain in hospital for at least 10 days.

Expenses of extension of the trip
If the Insured Person cannot return to Estonia due to medical reasons at the planned time, we will indemnify the expenses arising from the extension of the trip of the Insured Person and one of their travel companions for up to 10 days.

The Travel Assistance Partner arranges the medical assistance insurance. Medical expenses exceeding 1,000 euros and all other expenses must be coordinated with the Travel Assistance Partner beforehand.

We will not indemnify for the following:
- expenses of treatment received in Estonia;
- expenses related to a psychiatric or psycho-neurological illness, including depression;
- cost of cosmetic and plastic surgery.
• expenses related to pregnancy and childbirth as of the 28th week of pregnancy, except for emergency care in case of an accident;
• medical expenses related to an abortion;
• expenses incurred in treating a sexually transmitted disease, AIDS or an illness caused by HIV;
• expenses incurred in treating a sexual injury or disability, state of health or chronic illness which already existed prior to the trip;
• scheduled medical treatment costs;
• expenses which are subject to indemnification under the law, international treaty or other legislation, or under compulsory or mandatory insurance;
• vaccination costs;
• expenses of using non-medical assistance or alternative medicine.

TRAVEL DISRUPTION INSURANCE

Travel disruption includes:
• cancellation of the trip;
• interruption of the trip;
• cancelled departure;
• delay of the departing flight;
• changing the plane ticket.

Cancellation of the trip
A trip will be deemed cancelled if setting off on the trip is prevented by an insured event.

In the case of cancellation of the trip we will indemnify expenses directly related to the trip and irreversible costs of travel services incurred before the occurrence of the insured event.

Insured events of cancellation of a trip:
• sudden acute illness, accident or death of the Insured Person, their spouse/ life partner, child or the only travel companion;
• life-threatening situation, bodily injury or death of the Insured Person’s parents, grandparents, sister, brother, mother-in-law or father-in-law;
• sudden and significant damage which is caused to the property of the insured person within seven days prior to setting off on the trip or during the trip and which requires that the Insured Person remain in his/her home country.

Cancellation of the trip
Premature return from the trip due to an insured event is deemed interruption of the trip.
We will indemnify additional travel and accommodation expenses incurred in returning to the home country not subject to indemnification in another manner. We will also indemnify the prepaid and non-refundable costs of services which were not used due to the interruption of the trip (e.g. excursions, accommodation).
Additional expenses incurred due to the interruption of the trip must be coordinated with us beforehand.

Insured events of interruption of a trip:
• sudden acute illness, accident or death of the Insured Person, their spouse/ life partner, child or the only travel companion;
• life-threatening situation, bodily injury or death of the Insured Person’s parents, grandparents, sister, brother, mother-in-law or father-in-law;
• sudden and significant damage which is caused to the property of the insured person during the trip and which requires that the Insured Person return in his/her home country;
• accident with or theft of the vehicle used for travelling due to which it is impossible to continue the trip;
• a natural disaster of a catastrophic scope or an act of terrorism which occurred at the place of destination of the trip due to which authorities have prohibited remaining there during the trip or the provision of tourism services has been interrupted. The maximum indemnity is 1,000 euros per Insured Person.
We will indemnify a reasonable rise in travel and accommodation expenses that are necessary in order to continue on the initially planned trip to the extent of the Sum Insured of travel disruption. We will also indemnify the prepaid and non-refundable costs of services that were not used due to the cancellation of the departing means of transport.

We will not indemnify for the expenses if tickets to the means of transport were bought or booked after emergence of the circumstances causing the cancellation of the departure.

We shall not indemnify for the expenses caused by:

• pregnancy, complications arising therefrom, childbirth;
• chronic illness or worsening thereof;
• psychiatric or psycho-neurological illness, incl. depression;
• intentional self-harm, causing of illness or property damage by the Insured Person.

Cancelled departure

Missing the means of transport or failure of the means of transport to depart or deviation from the initial timetable is deemed as cancelled departure if it is caused by:

• insured events of cancellation and interruption of the trip as a result of which the trip was not cancelled or interrupted;
• technical failure of or traffic accident with the means of transport travelling a regular route, or weather conditions;
• traffic accident with the vehicle.

We shall not indemnify for the expenses if tickets to the means of transport were bought or booked after emergence of the circumstances causing the cancellation of the departure.

We will indemnify the plane ticket change fee and the cost of new tickets that are higher due to the change in the amount of up to 150 euros.

Insured event:

• plane ticket change caused by a change in the travel plan due to unexpected and unforeseen reasons if the change has been made before check-in.

We will pay the indemnity if the expenses have been certified (e.g. by letter, e-mail, fax).
LUGGAGE INSURANCE

‘Luggage’ means personal items taken along on the trip and the bags etc. used in order to transport these.

Luggage delay
If the luggage is delivered to the destination point of the trip due to the fault of the transportation company at least four hours after the Insured Person has arrived there, we will indemnify the expenses incurred in acquiring essential articles and items necessary considering the purpose of the trip in the amount of up to 150 euros.

If the arrival of luggage is delayed more than 24 hours, we will indemnify the expenses incurred in acquiring essential articles considering the purpose of the trip in the amount of up to 300 euros.

The following are not insured events:
- damage to or destruction of an item unsuitable for transportation;
- normal wear and tear of luggage in the course of normal use;
- damage to things which have been in contact with caustic or staining substances in the luggage;
- theft of items left unattended, loss of or forgetting items.

Principles of indemnification of loss of luggage
The Insured Person is obliged to inform the local police of the theft or robbery of luggage. If this is not possible we ask you to inform the tour operator of the loss of luggage within 24 hours after the loss of your luggage. If the damaged item can be repaired, we will indemnify the repair costs. If it is impossible to repair the item or the item is lost, we will indemnify the acquisition cost thereof. If, at the time of the insured event, the item was less than one year old, we will indemnify its acquisition cost. In the case of an older item, we will reduce the acquisition cost by 20% per year.

We will be entitled to request that the damaged item be transferred to our ownership:
- upon payment of monetary compensation for the damaged item;
- if the Insured Person regains possession of the lost item. If the Insured Person does not wish to transfer the item to us, they will immediately return the insurance indemnity paid.

In the case of theft of a passport, other identification document, driver’s licence, technical passport of a car or a bank card, we will indemnify reasonable expenses incurred in a foreign country in order to receive a replacement document or a bank card.

The loss of luggage insurance does not cover the following items:
- antiques, works of art, or collections;
- musical instruments;
- items containing precious metals, precious stones, semi-precious stones, and furs;
- cash, cash derivatives, securities, tickets, and documents (except for passports);
- tools, work equipment, goods, and samples of goods or products;
- drawings, manuscripts, and advertising or training materials;
- glasses, sun glasses, contact lenses, prostheses and medical aids;
- motor vehicles, trailers, caravans, boats and ancillary equipment;
- foodstuffs and beverages;
- plants and animals.

Loss and breakage of luggage
Insured events include the following:
- destruction of luggage in the course of transportation;
- loss of luggage in the course of transportation;
- theft or robbery of luggage.

We will indemnify the expenses provided that:
- it is not cabin luggage;
- the Insured Person has made a reasonable effort to retrieve their luggage;
- the relevant transportation company was immediately notified of the luggage delay and a certificate has been issued with regard to the luggage delay indicating the time of receipt.

We are entitled to request that the damaged item be transferred to our ownership:
- upon payment of monetary compensation for the damaged item;
- if the Insured Person regains possession of the lost item. If the Insured Person does not wish to transfer the item to us, they will immediately return the insurance indemnity paid.

In the case of theft of a passport, other identification document, driver’s licence, technical passport of a car or a bank card, we will indemnify reasonable expenses incurred in a foreign country in order to receive a replacement document or a bank card.

We will be entitled to request that the damaged item be transferred to our ownership:
- upon payment of monetary compensation for the damaged item;
- if the Insured Person regains possession of the lost item. If the Insured Person does not wish to transfer the item to us, they will immediately return the insurance indemnity paid.

In the case of theft of a passport, other identification document, driver’s licence, technical passport of a car or a bank card, we will indemnify reasonable expenses incurred in a foreign country in order to receive a replacement document or a bank card.
Safety regulations

The following safety rules must be followed in order to prevent luggage theft:

• at places of accommodation and in means of transport and elsewhere luggage must be kept in a locked room prescribed therefor or in a private room;
• the luggage must not be left unattended in public places or kept unlocked in motor vehicles, caravans, ski boxes or luggage boxes. Luggage kept in locked vehicles must be placed in such a manner that it does not attract heightened attention;
• fragile items must be transported in cabin luggage.

In the event of violation of the safety rules, we will be entitled to reduce the insurance indemnity or refuse to pay the indemnity. In addition to the Insured Person, their family members and other persons using the luggage are responsible for adhering to the safety requirements.

LIABILITY AND LEGAL COSTS INSURANCE

Liability insurance

By liability insurance we indemnify the property damage and personal injury that the Insured Person has caused to third parties and for which the Insured Person bears civil liability.

Claim means a legitimate claim for indemnification of loss lodged against the Insured Person or an intention to lodge such a claim expressed in written form.

Injured Party means a third party who has suffered the loss for which the Insured Person is liable pursuant to law.

Indemnified losses means reasoned claims filed against the Insured Person. The maximum amount of indemnification for loss is the Sum Insured under liability insurance indicated in the policy.

Personal injury means loss arising from the death or bodily injury of a person.

We will indemnify the following:

• medical expenses;
• decrease in income due to temporary or permanent incapacity for work;
• funeral expenses;
• maintenance indemnities.

Damage to property means loss arising from illegal impairment or destruction of an item.

We will indemnify the following:

• expenses incurred in restoring or replacing the items. If it is impossible to restore or replace the items, we will indemnify the market value of the property;
• loss arising from the destruction of the items.

We will not indemnify for the following:

• claims arising from loss caused by the Insured Person intentionally or due to gross negligence;
• claims based on loss of profit or non-financial claims;
• claims arising from the economic activities of the Insured Person;
• claims based on events which caused the loss and of which the Insured Person was aware prior to the beginning of the insurance cover;
• the Insured Person’s contractual liabili- ty and obligations assumed under a con- tract (incl. warranties granted in writing and otherwise, etc.);
• mutual claims between the Insured Person and their family members and persons closest to them;
• claims arising from an insult or defama- tion;
• claims arising from disputes pertaining to employment, public service or family law;
• claims related to a land vehicle, water craft or aircraft which belongs to the Insured Person or which the Insured Person has borrowed, leased and/or driven, or claims arising from the use of the land vehicle, water craft or aircraft;

• claims arising from the loss caused to the sports equipment being used by the Insured Person;

• claims arising from legal penalties, interest, default interest and other punishments added to the loss and imposed on the Insured Person or the Injured Party;

• claims arising from AIDS, infections, medications and infectious diseases.

How to act in the case of an insured event covered by liability insurance

In the case of an event which may give rise to a claim the Insured Person must:

• immediately inform us of a possible claim and forward to us all the information related to the insured event (incl. information on civil, administrative, criminal or misdemeanour proceedings related to the insured event);

• immediately deliver to us a written claim if this has been presented to the Insured Person;

• if necessary, provide explanations regarding the insured event and the claim;

• apply measures necessary to prevent or reduce loss;

• admit their guilt or error with regard to the causing of loss only after obtaining our written consent (except to the police or in court);

• at our request, grant written authorisation to the Insurer in order to enable them to represent the Insured Person in connection with the insured event;

• submit an offer regarding indemnification of loss or promise to indemnify loss only after obtaining our written consent.

Principles of indemnification with regard to liability insurance

If a claim is lodged, we will verify the circumstances forming grounds for such a claim, reject unfounded claims, and if the claim is subject to indemnification, indemnify the loss caused.

If several injured parties have lodged a claim against the insured person and the total amount of their claims exceeds the sum insured with regard to liability Insurance, we will satisfy the claims to the extent of the sum insured in proportion to the amounts of the claims. If several persons are liable for the same loss, we will only indemnify the part of the loss corresponding to the insured person’s liability, but not more than the sum insured with regard to liability insurance. We will indemnify for legal costs in the same proportion.

Legal costs insurance

If the Insured Person, due to negligence, commits an illegal act in a foreign country, we will indemnify the accompanying necessary and reasonable legal costs and, if necessary, pay bail to the extent of the Sum Insured.

Legal costs insurance cover will not ensure release on bail or refund of the bail by a court or authorities.

The Insured Person must refund the bail within 12 months of the payment thereof by us. If the court or other authorities return the bail, it must be handed over to us immediately. If the bail is not refunded due to the Insured Person’s behaviour, the Insured Person must still refund the bail to us within 12 months.

We will not indemnify for the following:

• expenses we have not approved beforehand;

• penalties and other obligations of a sanctioning nature;

• expenses related to an act which the Insured Person committed prior to the beginning of insurance cover or of which we were notified after 90 days had passed from the act being committed.
WHAT TO DO IN THE CASE OF AN INSURED EVENT

Notify our Travel Assistance Partner (contact details: www.swedbank.ee/kindlus-tus) or the Loss Adjustment Department of Swedbank P&C Insurance AS of the loss as soon as possible or, if necessary, ask someone else to do this not later than within 14 days of returning from the trip.

Phone 888 2111 (24 hours)

kahjuabi@swedbank.ee

www.swedbank.ee

The loss adjuster of Swedbank P&C Insurance AS will accept the loss notice, advise you on how to act and describe the following steps to you.

Documents required to apply for insurance indemnity

In the case of an insured event the Insured Person is obligated to give the Insurer true and complete information on the insured event, the circumstances thereof, the amount of loss and the persons possibly responsible for the event.

It must be possible to identify the circumstances of the insured event and the extent of expenses on the basis of the application regarding loss and documents appended to the application. The Insured Person must present documents and written explanations to the Insurer, and answer the Insurer’s questions orally and in writing. If the Insured Person has submitted copies, the Insurer will be entitled to request original documents.

Various data needs to be gathered and the circumstances of the insured event need to be clarified in order to make a decision to indemnify the damage.

We may therefore demand the following:

• explanatory information and necessary evidence;
• expense receipts;
• medical certificates;
• medical examination of the Insured Person and information on the results thereof. The examination takes place at our own expense, unless the Health Insurance Funds pays for it. In the case of disputes we act on the basis of the evaluation of the expert appointed by us;
• a copy of the death certificate or other documents that evidence the cause of death;
• information on the Insured Person:
   • from other Insurers and financial institutions (incl. Swedbank and companies belonging to the same group as Swedbank);
   • from the Health Insurance Fund;
   • from other persons and state agencies who possess information on the circumstances related to the insured event and on the situation before and after the insured event;
   • from the doctor and health care institution who treated you.

If you are not satisfied

Please let us know if you are not satisfied with the service provided by Swedbank P&C Insurance AS. We hope we will be able to find a solution that satisfies both parties.

If you disagree with our decision or you would like additional explanations, you have the right to apply for a revision of the decision. Send us your written request explaining your position about the decision we made. We will respond within 10 days of submission of the application.

You have the right to turn to the Consumer Protection Board with complaints concerning our activities. We will be happy to help you if you need more data to write your complaint.

You can also go to court to dispute the decision we have made about indemnifying for your loss.
The service provider is Swedbank P&C Insurance AS. Read the insurance conditions and when necessary, consult an insurance specialist.

Additional information from the customer services helpline 1513 and from the internet address www.swedbank.ee