

# Coop Pank's bank card purchase insurance terms and conditions

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# Coop Pank's bank card purchase insurance terms and conditions

*Unofficial translation. In case of differences in interpretation of following conditions the estonian text will be regarded as the original.*

The table below sets forth a summary of the sums insured and indemnity limits, these are the maximum sums that If shall indemnify in case of an insurance event. If actual damages are smaller, these shall be taken as a basis.

	Sum insured or indemnity limit	Reference to an article of the insurance conditions
Minimum purchase price of an insurance object	€100	7.1
Maximum purchase price of the insurance object	€2,500	7.1
Sum insured per insurance event	€2,500	27
including sum insured of the items listed in Article 28 per insurance event	€500	28
Total annual sum insured per cardholder	€2,500	29
Deductible per insurance event	€30	30

## Parties to the insurance contract

1. The parties to the insurance contract shall be the policyholder **Coop Pank AS**, registry code 10237832, address Narva mnt 4, 15014 Tallinn, email: info@cooppank.ee (hereinafter referred to as the 'Policyholder') and the insurer **If P&C Insurance AS** (hereinafter referred to as 'If'), registry code 10100168, address Lõotsa 8a 11415 Tallinn, email: info@if.ee.

## Bank cards covered with the insurance

2. This insurance shall be valid together with Coop bank's private debit and credit cards (hereinafter referred to as the 'Card').

## Insured person

3. Insured persons (hereinafter the 'Insured') shall be the owners of the Card.

4. This purchase insurance shall not be extended to legal entities.

## Insurance object

5. The insurance object shall be new (unused) movables purchased by the Insured for which the Insured paid fully with a valid Card or a bank account linked to the Card, except items listed in Article 7.

6. The insurance cover shall also be applicable for purchases from the internet, except items listed in Article 7.

### Items not considered an insurance object

7. The following shall not be considered an insurance object:

7.1. items the purchase price of which is below €100 or over €2,500

7.2. items that have been used as of the purchase moment (not new items)

7.3. items that are rented or leased

7.4. items which have not been fully paid for by the moment of the insurance event, including items purchased in instalments

7.5. services, including advance payments for services

7.6. motor vehicles (except electric vehicles with the capacity of up to 1kW or maximum speed of up to 25 km/h, such as electric scooters), trailers, water and air crafts and their equipment, parts and accessories, equipment necessary for their maintenance

7.7. cash, stamps and coins, tickets, cheques, vouchers and other means of payment, collections

7.8. documents

7.9. animals and plants

7.10. food, drinks, medicines, items the regular period of use is less than 3 months and other consumables, including items meant for single use

7.11. items reworked, rebuilt or repaired by the time of the purchase

7.12. items damaged or soiled by the moment of the purchase

7.13. items purchased for reselling, economic or professional activities

7.14. items the possession of which by the Insured is prohibited by the law.

## Beginning and end of the insurance cover

8. The insurance cover for the respective insurance object shall commence when the insurance object has been transferred to the Insured.
9. The insurance cover for the respective insurance object shall end after 180 days from the day when the Insured paid for the insurance object with a valid Card.
10. The insurance cover shall expire prematurely if the validity of the Card expires before the passing of the 180 days and the Card is not renewed or replaced to ensure that the new Card will be valid upon the expiry of the current Card.

## Insurance validity territory

11. The insurance shall be valid across the world.

## Insurance event

12. An insurance event shall be sudden and unforeseen destruction of or damages to the insurance object as well as theft or robbery of the insurance object, except in cases set forth in Articles 14 - 19.
13. Robbery shall be the illegal taking of the insurance object with violence or threatening with violence.

### Events that are not considered insurance events

14. The following damages shall not be considered an insurance event:
  - 14.1. damages that occurred before the insurance object was transferred to the possession of the Insured, including damages during transport;
  - 14.2. damages caused as a result of losing or forgetting the insurance object;
  - 14.3. damages caused as a result of intent or gross negligence of the Insured, their family member or legal possessor of the insurance object;
  - 14.4. damages caused upon committing an illegal act by the Insured, their family member or legal possessor of the insurance object;
  - 14.5. damages caused as a result of a failure subject indemnification of a warranty granted by the manufacturer or seller;
  - 14.6. damages caused as a result of wear and tear or normal use of the insurance object;
  - 14.7. damages caused as a result of scratches, dents, damages to the paint, rust etc. if the aforementioned damages do not hinder the intended purpose use of the insurance object;
  - 14.8. damages caused due to the fact that the insurance object was used for the purposes for which it is not foreseen;
  - 14.9. damages caused due to the fact that the insurance object was used or maintained in contradiction with the instructions of the manufacturer or seller;
  - 14.10. damages caused as a result of fraud, fraudulent action, misappropriation of property, or if the possession of the property was transferred voluntarily
  - 14.11. damages caused as a result of nuclear weapons, nuclear energy or radioactivity;
  - 14.12. damages caused as a result of war, warlike situation, uprising or mass disorder;
  - 14.13. damages caused as a result of confiscation or expropriation of the insurance object.

## Terrorism

15. Terrorism shall be any action, including using of violence:
  - 15.1. that has been committed by a person or a group of persons acting independently or in relation to an organisation and
  - 15.2. such action serves a political, religious or ideological purpose, including influencing of the government or causing public fear for political, religious or ideological purposes.
16. It shall not indemnify damages caused by terrorism.
17. It shall not indemnify damages caused by measures for preventing acts of terrorism (including suspending transport, additional control, restrictions for transporting items etc.).

## Restrictions arising from international sanctions

18. All risks the insuring of which is in contradiction with or that become contradictory with restrictions, prohibitions or sanctions established by the United Nations, European Union, United Kingdom of Great Britain and Northern Ireland or United States shall be excluded from the insurance cover from the day when the aforementioned restrictions, prohibitions or sanctions are applicable for the respective insurance contract.
19. If the restrictions, prohibitions or sanctions established by the United Nations, European Union, United Kingdom of Great Britain and Northern Ireland or United States directly or indirectly hinder provision of the insurance service based on the respective insurance contract, It shall have the right to terminate the insurance contract by sending a written notice to the Policyholder. The insurance contract shall be considered terminated after 14 days from the day when the termination notice was received by the Policyholder.

## Safety requirements

20. The Insured shall apply due diligence and reasonable care in order to prevent or limit damages.
21. The Insured shall comply with all legal acts, instructions and prescriptions etc. that contain instructions for ensuring safety, preventing damages and limiting the potential damages.

22. The insurance object shall not be left unattended, except in case if the insurance object is located in a locked building or in a concealed manner in a motor vehicle. The insurance object shall not be left in the staircase of an apartment building even if the door of the staircase is locked.
23. The insurance object shall be considered as under supervision of the Insured or the legal possessor of the insurance object keeps the insurance object in a manner that ensures immediate noticing of illegal activities towards the insurance object.
24. Upon leaving the place of residence or before going to sleep, the doors must be locked and the windows must be closed so that a third person would not have easy access to it.
25. Keys and security alarm codes shall not be kept in a place and in a manner that would allow third persons to access them. For example, keys shall not be left in the pocket of an unattended coat at a cafe.
26. Easily breakable insurance objects (including musical instruments) shall be transported in hand luggage. If it is not possible according to the carrier's rules, the packaging of the aforementioned insurance objects shall be sufficient as to prevent breaking of the insurance object.

## Sum insured

27. The sum insured per insurance event shall be €2,500, except in cases set out in the following Article.
28. The sum insured per insurance event shall be €500 in case of insurance events that occur to the following items:
  - 28.1. smartphones and mobile phones, tablets and laptops
  - 28.2. photo and video cameras
  - 28.3. precious stones and metals
  - 28.4. products made of fur
  - 28.5. paintings, graphics and sculptures.
29. The sum insured for all insurance events that have occurred during a year shall be €2,500 per each Card Holder. The one-year period shall be calculated from the date of issue of the Card.

## Deductible

30. The deductible shall be €30 per each insurance event.
31. The deductible shall be subtracted from the sum subject to indemnification by If.

## Indemnity

32. In case of an insurance event, If shall pay financial indemnity to the bank account of the Insured.
33. If shall not repair the insurance object or organise its restoration or replacement.
34. If the insurance object can be repaired and it is economically reasonable, the indemnity shall be based on the cost of repairs, including the necessary and reasonable transport costs.
35. If the insurance object cannot be repaired or it is economically unreasonable, as well as in the event of theft or robbery, the indemnity shall be based on the purchase price of the insurance object. The purchase price of the insurance object shall be the amount of money that the Insured paid for the insurance object with the Card.
36. If the insurance object is a part of a set, product series or range, the indemnification shall be based only on the value of the item that was destroyed, robbed or stolen.
37. Upon paying the indemnity, If shall have the right to request transfer of the right of claim of the remains of the destroyed item or the replaced item as well as stolen or robbed item. Until the transfer of the aforementioned item or right of claim of the item, If shall have the right suspend payment of the indemnity or decrease the indemnity by the market value of the aforementioned property.
38. In case if If has indemnified the robbed or stolen item, If shall be immediately notified in writing or in a format that can be reproduced in writing of finding the item or discovering its location.
39. If shall not pay indemnity if anyone else (another insurer, person responsible for the damages etc.) has already indemnified the damages.

## Actions in case of an insurance event

40. The insured shall inform If of the occurrence of the insurance event immediately in writing or in a format that can be reproduced in writing (e.g. a notice through the insurer's website, email).
41. If shall have the right to request the following documents:
  - 41.1. purchase receipt of the insurance object and card payment receipt or a statement from the internet bank that verifies that the Card has been used to pay for the insurance object
  - 41.2. calculation of the cost of repairs issued by the authorised repairs workshop of the product, including transportation costs;
  - 41.3. police certificate regarding theft or robbery.
42. If shall have the right to request presenting additional evidence.

43. In case of a loss event, the Insured shall be obliged to provide If accurate and complete information regarding the circumstances of the loss event, amount of loss and potential responsible persons.
44. The insured shall be obliged to allow If to inspect the site of the event and the damaged items.

## Breach of the insurance contract

45. Should If delay with the performance of its obligations, If shall be obliged to pay a fine for delay according to the Law of Obligations Act.
46. If the Insured has failed to follow these insurance conditions, If shall have the right to refuse to pay the indemnity or decrease the indemnity if the breach had an impact on the occurrence of the damages or the amount of damages or on the establishing of the extent of If's obligation to perform.
47. If shall have the right to refuse to pay the indemnity if the Insured knowingly presented incorrect data to If during the course of loss adjustment.
48. If the breach of these insurance conditions becomes known to If after the payment of the indemnity, If shall have the right to claim partial or full repayment of the paid indemnity.

## Expiry or termination of the insurance contract

49. If the insurance contract between Coop Pank AS and If P&C Insurance AS expires, it is amended or it is terminated, the Policyholder shall notify the Insured Persons two months in advance.

## If's obligation to notify of the change in data

50. Should If's name or legal form, If's address or address of the competent insurance supervision authority change, If shall notify of the changes through its website or means of mass communication.

## Settlement of disputes, supervision and applicable law

51. Laws of Estonia shall be applicable for the insurance contract.
52. The Financial Supervision Authority, [www.fi.ee](http://www.fi.ee), Sakala 4 Tallinn 15030, shall carry out supervision over the insurance contract. Complaints regarding the activities of the insurer may be submitted to them.
53. If wishes to settle insurance disputes primarily through negotiations. If no agreement is reached, disputes shall be settled in court or through insurance conciliator. Insurance conciliator can be contacted through the Estonian Insurance Association ([www.eksl.ee](http://www.eksl.ee), telephone 667 1800; email [lepitus@eksl.ee](mailto:lepitus@eksl.ee); postal address Mustamäe tee 46, Tallinn 10612). If shall participate in the conciliation procedure. The conciliation procedure is free of charge. Before contacting the insurance conciliator, a claim must be filed with If.