

## COMPENSA TRAVEL INSURANCE TERMS AND CONDITIONS NO. CTR 4.2.15

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(Approved in Compensa Vienna Insurance Group UADB 2015  
28 December Board)

### SECTION I. TERMS

#### I. EXPLANATION OF TEARMS.

**I.1. INSURER** – Compensa TU S.A. Vienna Insurance Group Latvijas filiāle, registration no. 40103587577, address: Mūkusalas iela 101, Rīga, LV-1004.

**I.2. POLICY HOLDER** – a legal or physical person that has concluded an Insurance agreement on its or other person's behalf.

**I.3. INSURED** – a person indicated in the Insurance policy that shall have insurance interest and for benefit of which the Insurance agreement has been concluded.

**I.4. INSURANCE AGREEMENT** – an agreement of the Policy holder and Insurer wherewith the Policy holder shall undertake liabilities to pay the Insurance premium in a form, terms, and amount set in the agreement, as well as fulfil other contractual liabilities, while the Insurer shall undertake liabilities to pay the Insurance indemnity to the person indicated in the agreement in compliance therewith upon occurrence of an insurance case. The Insurance agreement shall consist of an insurance policy and insurance terms and conditions.

**I.5. INSURANCE INDEMNITY** – a money sum to be paid for an insurance case or secured service.

**I.6. INSURANCE CASE** – an unexpected and unplanned event that does not depend on will of the Insured and that is causally related to the Insured risk when upon occurrence thereof during a trip of the Insured, it is foreseen to pay the Insurance indemnity in compliance with provisions of the Insurance agreement.

**I.7. INSURANCE OBJECT** – a person's life, health, physical condition, material values, or interests.

**I.8. INSURANCE PERIOD** – a period of time of validity of the Insurance agreement.

**I.9. INSURANCE PREMIUM** – a payment for insurance stipulated in the Insurance agreement.

**I.10. INSURANCE COVERAGE** – a set of insured risks indicated in the Insurance policy.

**I.11. INSURED RISK** – an event indicated in the Insurance agreement and does not depending on will of the Insured whose occurrence in future is possible. Insurance protection shall be valid during a relevant trip referring only to those Insured risks that are defined in the relevant Insurance policy.

**I.12. SUM INSURED** – a maximum money amount indicated in the Insurance agreement that the Insurer might be obliged to pay to the Insured upon occurrence of an Insurance case. Should several Insurance cases occur during the trip, the total due amount of the Insurance indemnity cannot exceed the Sum insured. If the Insurance policy contain a number of the Insured persons, the Sum insured indicated in the Insurance agreement shall refer to each Insured separately.

**I.13. INSURANCE LIMIT** – an amount specially stipulated in the Insurance agreement that is a maximum Insurance indemnity to a particular Insured risk.

**I.14. INSURANCE POLICY OR POLICY** – a written document or electronic print-out approving conclusion of the Insurance agreement.

**I.15. TYPE OF POLICY** – it shall define the Insurance agreement's coverage, Insurance period, and the allowed term of continuous stay

abroad of the Insured. The Policy type shall be indicated in the Insurance policy. In the Policy, the following types of the Insurance policy may be indicated:

**I.15.1. SHORT TERM POLICY** – Insurance agreement for one trip not exceeding 90 consecutive calendar days.

**I.15.2. ANNUAL POLICY** – Insurance agreement for several trips when length of one continuous trip does not exceed 60 consecutive calendar days and the total Insurance period is one year.

**I.15.3. ANNUAL POLICY FOR TRUCK DRIVERS** – Insurance agreement for several trips when performing operation of professional long distance drivers and when length of one continuous trip does not exceed 60 consecutive calendar days and the total Insurance period is one year.

**I.15.4. ANNUAL OPEN POLICY** – Insurance agreement for multiple trips of employees of a Legal person where human-days that are a day unit of a trip of one person are indicated as the Insured.

**I.16. TERRITORY OF INSURANCE** – a geographical territory indicated in the Insurance policy where the Insurance agreement is valid, except for the country of residence of the Insured.

**I.17. EUROPE** – as for these provisions, the following countries:

Albania, Andorra, Armenia, Austria, Azerbaijan, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Egypt, Finland, France, Georgia, Germany, Greece, Estonia, Hungary, Iceland, Italy, Ireland, Kosovo, Lithuania, Great Britain, Lichtenstein, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, the Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Switzerland, Turkey, Tunisia, Ukraine, Vatican, Sweden, and the following islands with political association therein: Balearic Islands (Spain), the Canary Islands (Spain), Corsica (France), Faroe Islands (Denmark), Gibraltar (Great Britain), Hebrides Islands (Great Britain), Isle of Man (Great Britain), Isle of Normandy (Great Britain), Isle of Wight (Great Britain), Jan Mayen Island (Norway), Orkney Islands (Great Britain), Sardinia (Italy), Shetland Island (Great Britain), Sicily (Italy), Svalbard Islands (Norway).

**I.18. ACUTE CONDITION** – fast and unexpected worsening of health condition of the Insured threatening its life or health and prevented by provision of Emergency medical care.

**I.19. EMERGENCY MEDICAL CARE** – medical services that need to be provided urgently to the Insured due to an Acute condition, in relation of a sudden onset of disease or accident to prevent further worsening of the health condition or threats to life of the Insured.

**I.20. CHRONIC DISEASE** – permanent or periodical disease regardless whether or not such health condition has been diagnosed before the travelling.

**I.21. EXACERBATION OF CHRONIC DISEASE** – sudden onset of symptoms typical to chronic disease that have not appeared before the travelling when in the result the Insured needs provision of Emergency medical care.

**I.22. HOSPITALISATION** – placement of the Insured in an in-patient hospital as sudden, dangerous to life disease, exacerbation of chronic disease, or an accident have occurred and when Emergency medical care is needed for clinical examination or a surgery.

**I.23. REPATRIATION** – medically reasoned and accepted by Insurer transportation of the Insured or his/her remains to his/her country of residence.



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**1.24. ACCIDENT** – a sudden and unexpected accident during the Trip when external power unexpectedly and against will of the Insured affects the body of the Insured, causes damage to health or death of the Insured.

**1.25. FIRST DEGREE RELATIVE** – a spouse, child, mother, and father of the Insured.

**1.26. RELATIVE** – Father, mother, child (also the spouse's child), spouse, adopted children and adopters, stepfather, stepmother, grandparents and grandchildren, brothers, sisters, foster parents, and foster children.

**1.27. BENEFICIARY** – a physical person who has rights to receive the Insurance indemnity in case of death of the Insured.

**1.28. THIRD PERSON** – a person that is neither the Policy holder, Insured, Beneficiary, Representative of the Insured, nor the Relative.

**1.29. EUROPEAN HEALTH INSURANCE CARD (EHIC)** – a special identification card that acknowledge rights to medically necessary, state-provided Emergency medical care or healthcare during a temporary stay in Member States of the European Union, as well as in Iceland, Lichtenstein, Norway and Switzerland, to the same extent as provided to people that are residents of that country.

**1.30. COUNTRY OF RESIDENCE** – the country whose citizen (national) is the Insured and/or that has issued a residence permit to the Insured.

**1.31. FOREIGN COUNTRY** – the country whose citizen (national) is not he Insured and/or that has not issued a residence permit to the Insured.

**1.32. PUBLIC TRANSPORT** – vehicle (for instance, a bus, tram-car, trolleybus, minibus, train, ferry, aircraft, except for charter flight planes) that carries passengers for a defined fee along a previously defined route, with previously set intensity and frequency.

**1.33. CARRIER** – a provider of public transport services.

**1.34. TRAVEL (TRIP)** – going of the Insured outside his/her Country of residence with the following aim of the Trip: leisure trip, summer sports, winter sports, physical work, or office work. The Trip shall begin when the Insured goes outside his/her Country of residence by crossing its border and end when the Insured returns to the Country of residence by crossing its border.

**1.35. INTERIM STAGE OF THE TRAVEL** – a Foreign country's airport, port, train or bus stations, ferry terminal where the Insured plans to change the vehicle to continue the Trip.

**1.36. AIM OF TRAVEL** – intent of the Insured to perform defined activities during the Trip that are indicated in the Insurance policy as:

**1.36.1. LEISURE TRIP** – a trip that is neither directly nor indirectly related to fulfilment of duties, during which the Insured enjoys his/her hobbies that, under these provisions, are not summer sports and winter sports. The leisure trip shall include the following sports: aerobics, badminton, basketball, bowling, canoeing, dancing, soccer, floorball, fitness, golf, table games, table tennis, horse-riding and rides, yoga, curling, cricket, angling, Nordic walking, orienteering, cave walks, paintball, swimming, swimming with a mask (snorkeling), beach volleyball, polo, cycling, roller-skating, roller-skiing, running, shooting, bow shooting, darts, video games, volleyball, tennis, rides with a motor vehicle, motorcycle, and quad bike with engine with displacement of 125 cm<sup>3</sup> (practising the above sports for recreational purposes).

**1.36.2. SUMMER SPORTS** – rowing, motorsports, baseball, sailing, martial arts, ultimate frisbee, handball, para-sports, carting, kite surfing (kiteboarding), mountain hikes (without using special equipment and not above 2,500 metre above the sea level), marathon, diving in up to 10 m

depth, fencing, rugby, sandboarding, surfing, wind surfing, canoeing, softball, tracking, triathlon, water polo, water skiing, track and field athletics, gymnastics (practising the above sports for recreational purposes).

**1.36.3. WINTER SPORTS** – speed-skating, biathlon, bob-sleigh, figure-skating, cross-country skiing, ice-hockey, Alpine skiing (except for free riding), luge, field hockey, skeleton, slalom, rides with snow motorcycles, snowboard (except for free riding and heli-boarding), shorttrack (practising the above sports for recreational purposes).

**1.36.4. PHYSICAL WORK** – a trip of the Insured with an aim to do a paid or voluntary job that includes physical load or effort.

**1.36.5. OFFICE WORK** – a trip of the Insured with an aim to do a paid or voluntary job that does not include physical load or effort.

**1.37. ASSISTANCE SERVICE** – a service specialising in provision of assistance services to any country of the world to the travellers who are in need of medical care, transportation, and repatriation, or other services and payment of invoices in relation to receipt of such services, and that has an agreement concluded with the Insurer on provision of the above services to the Insured persons.

**1.38. DEDUCTIBLE** – a share of loss indicated in the Insurance policy in terms of money or interest that is deducted from the sum of the Insurance indemnity when calculating the Insurance indemnity for each Insurance case or that is covered by the Insured. Deductible shall always be defined as for each Insured.

**1.39. DISTANT INSURANCE AGREEMENT** – an Insurance agreement that is concluded by the Insurer and Policy holder based on a written offer of the Insurer or an invoice, or through a brochure, and advertisement in press with a order voucher, telephone, internet, e-mail, television, radio, or other information sending or transmission means. Payment of an Insurance premium made by the Policy holder, Insured person, or any other person on behalf or in interests of the Policy holder, indicating the number of the insurance agreement, policy, or invoice, shall be an approval of conclusion of the Distant insurance agreement.

**1.40. RECOURSE** – rights of claim against the person that is responsible for the losses or causing the losses.

## **SECTION 2. TRAVEL INSURANCE RISKS**

### **2. MEDICAL EXPENSES**

**2.1.** As for these provisions, medical expenses are emergency medical costs incurred to the Insured during the Trip outside the Country of residence in relation to an acute conditions due to sudden illness, sudden exacerbation of chronic disease, acute dental disease, or Accident when such costs are not covered by the European health insurance card (EHIC) or in compliance with other laws and regulations.

**2.2.** The Insurer shall compensate reasonable and documentary proved medical costs for Emergency medical care received to prevent an acute condition in relation to use of common medical methods of out-patient or in-patient care depending on nature of the disease for:

**2.2.1.** out-patient services – doctor consultations, manipulations, diagnostics (functional, laboratory, and instrumental, including X-ray diagnostics);

**2.2.2.** stay in an in-patient hospital – diagnostics, treatment, including as for urgent surgeries when non-performance thereof endangers life or health of the Insured in the closest 24 hours;

**2.2.3.** medicine and bandages prescribed by a doctor, except for



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medicines that are used by the Insured for regular diseases diagnosed before the Insured risk occurred;

**2.2.4.** purchase or rent of a medically technical aid (such as crutches, wheelchair, orthotics) defined by a doctor for a short period of time but not exceeding EUR 300 per each Insurance case.

**2.3.** The Insurer shall cover medical costs only by time when the Insured can dependently return to the Country of residence or when the Insured is transportable and his/her life is not in danger, but not later than 30 days after the end of validity of the Insurance agreement.

**2.4.** In cases of sudden exacerbation of chronic disease, the medical costs shall be covered for not more than 5 days as of the first day of seeing a doctor and/or the first day of Hospitalisation.

**2.5.** The Insurer and/or Assistance service shall agree with the treating doctor of the Insured on treatment and length thereof outside the Country of residence, on surgeries and necessity thereof, transportation and/or repatriation of the Insured. The Insurer shall be entitled to refuse paying the Insurance indemnity when the Insured or his/her Relatives unilaterally decide on examination, diagnostics, treatment, decide on treatment of a higher service medical institution, or change of the medical institution.

**2.6.** Medical costs in relation to Emergency care in case of pregnancy complications shall be covered without exceeding EUR 1,000 given that the pregnancy length does not exceed 28 weeks or the pregnant woman can present a travel permit issued not earlier than 7 days before the start date of the planned Trip by a doctor of the Country of residence who is the registered doctor of the pregnant woman.

**2.7.** In addition to the medical expenses, the Insurer not exceeding the medical expenses Sum insured and Insurance limit to each particular Insurance risk indicated in the Policy, shall compensate reasonable and documentary proved certain costs as for the following risks:

#### **2.7.1. Dental treatment**

**2.7.1.1.** The Insurer shall cover costs of emergency, pain relieving dental care that is opening of cavity abscesses, X-ray diagnostics, start of treatment of tooth root, placing a temporary filling, or extraction of a tooth during the first appointment;

#### **2.7.2. Medical transport**

**2.7.2.1.** The Insurer shall cover transportation costs in the territory of a Foreign country by a road ambulatory transport, taxi, or private transport to a medical establishment given that Emergency medical care is provided therein;

#### **2.7.3. Medical repatriation**

**2.7.3.1.** The Insurer shall cover medically reasoned and approved by it transport costs of the Insured to his/her Country of residence when:

**2.7.3.1.1.** after hospitalisation or treatment the Insured cannot physically return to the Country of residence by him/her own;

**2.7.3.1.2.** after hospitalisation or treatment transportation of the Insured to the Country of residence needs a specialised transport due to his/her physical condition;

**2.7.3.1.3.** health condition of the ill or suffering Insured allows transporting and medical services of the Foreign country are more expensive than those in the Country of residence of the Insured;

**2.7.3.2.** The Insurer shall compensate the necessary public transport (ticket price in both direction in economy class) to an accompanying person – a qualified medical specialist or one Relative with permanent presence during transportation of the Insured to the Country of residence when, according to an opinion of the treating doctor, such

company is needed and accepted by Insurer;

**2.7.3.3.** Only specialists authorised by the Insurer and/or Assistance service in cooperation with the treating doctor of the Insured shall be entitled to decide on the mode of transport that is the most suitable to the Insured considering his/her health condition.

#### **2.7.4. Repatriation in case of death**

**2.7.4.1.** The Insurer shall cover costs of transportation of remains of the Insured to the Country of residence when the transportation is accepted and organised by the Insurer and/or the Assistance service, including:

**2.7.4.1.1.** execution and receipt of documents and permits to repatriate remains of the Insured;

**2.7.4.1.2.** cremation or burial in a Foreign country not exceeding 15% of the Insurance limit stipulated for the Insured risk of Repatriation in case of death.

**2.7.5.** In addition to medical expenses, the Insurer shall cover costs not exceeding EUR 50 incurred by the Insured contacting the Insurer and/or Assistance service. Phone calls and costs shall be proved by a print-out of telephone conversations. Should such print-out fails to be submitted to the Insurer, the Insurance indemnity for contacting the Insurer and/or Assistance service shall not be paid.

#### **2.8. Exclusions**

In addition to the exclusion mentioned in Paragraph 20, the Insurer shall not cover the following losses in relation to medical expenses:

**2.8.1.** when the Trip's objective of the Insured has been receipt of medical care;

**2.8.2.** when physicians before the Trip have recommended to the Insured not to go;

**2.8.3.** for diagnostics, preventive measures, including preventive check-ups and planned medical care, as well as for planned or continuous medical care that is provided after prevention of an acute condition in case of sudden illness of the Insured;

**2.8.4.** for medical care to treat diseases that have been diagnosed to the Insured before conclusion of the Insurance agreement, except for a case of sudden exacerbation of chronic or congenital disease of the Insured when provision of medical care to the Insured is related to provision of Emergency medical care;

**2.8.5.** when during the first medical check-up, alcoholic, narcotic, psychotropic, toxic substances or medicines that have not been prescribed by a doctor have been established in the body of the Insured;

**2.8.6.** for treatment of psychiatric, psychotherapeutic, sexopathology, sexually transmitted diseases, HIV/AIDS, as well as alcoholism, drug addiction, toxicomania, smoking;

**2.8.7.** for treatment of disease or health condition caused by a positive HIV test of immunodeficiency virus (AIDS);

**2.8.8.** for treatment of Lyme disease;

**2.8.9.** for treatment of tick-bone encephalitis and other diseases epidemiologists recommend to provide a vaccine for in the Country of residence of the Insured, except for a case when a full and documentary proved vaccination course has been received;

**2.8.10.** in relation to medical rehabilitation, healing in resorts and sanatoriums, high-comfort services, cosmetic treatment, plastic surgery, tissue and organ transplantation, prosthetics (incl. making, purchase, and repair of a prosthetic appliance), cardiovascular surgeries, untraditional treatment methods, treatment without a diagnosis or when the treatment does not correspond to a diagnosis;

**2.8.11.** for services in relation to family planning and infertility treatment;



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**2.8.12.** for medical expenses in relation to pregnancy, including abortion of the pregnancy, labour and postnatal complications, except for Emergency care indicated in Paragraph 2.6 therein;

**2.8.13.** for medicines prescribed by a doctor that should be taken by the Insured as for disease that has been diagnosed before the Insurance agreement comes into force;

**2.8.14.** for medicines that have been purchased without a recommendation or prescription of a doctor;

**2.8.15.** for permanent technical medical aids (prosthetic appliances, wheelchair, etc.);

**2.8.16.** for treatment in relation to oncology diseases, diabetes, dialysis;

**2.8.17.** for vitamins, supplements, food additives, herbal products;

**2.8.18.** for manipulations that are not performed within Emergency medical care, including joint operations (arthroscopy or other), for instance but not limited to the cases of a damage to meniscus or cruciate ligament knee damage;

**2.8.19.** for treatment when stay in an in-patient hospital exceeds 30 days;

**2.8.20.** for any repatriation costs of the Insured or repatriation costs in the case of his/her death when such costs have not been accepted by Insurer;

**2.8.21.** for medicines that are not registered in the country of provision of Emergency medical care or in the register of the State Agency of Medicines of the Republic of Latvia;

**2.8.22.** when the Insured does not follow instructions of a treating doctor.

### **3. ARRIVAL OF A FAMILY MEMBER**

**3.1.** Should in the result of sudden disease or an Accident the Insured:

**3.1.1.** is hospitalised for a period not exceeding 21 calendar day, or

**3.1.2.** the treating doctor has acknowledged that presence of a Relative is necessary, or

**3.1.3.** life of the Insured, according to an opinion of the Foreign country's treating doctor, is in danger, thus Repatriation of the Insured to the Country of residence is not possible, the Insurer shall pay previously accepted costs:

**3.1.3.1.** of a return ticket of public transport in the economy class for a First degree relative to visit the hospitalised Insured when the Insured has taken the Trip alone, as well as fee for a hotel not exceeding EUR 50 per day for maximum of 10 days;

**3.1.3.2.** for a hotel not exceeding EUR 50 per day for maximum of 10 days when the Insured has taken the Trip together with a Trip companion.

### **4. CARE OF CHILDREN**

**4.1.** In case the Insured who has started a Trip together with a child up to 16 years and who is also the Insured, cannot return from the Trip in a planned time due to hospitalisation, the Insurer shall cover costs in relation to taking the child to the Country of residence. The above costs shall not be compensated when a partner of the Insured, Relative of the child, or Trip companion of the Insured has also participated in the Trip.

### **5. REPLACEMENT OF THE INSURED**

**5.1.** When the aim of the Trip indicated in the Policy of the Insured is Physical work or Office work or when the type of the Insurance policy is Annual policy for truck drivers and the Insured needs to be

hospitalised for a period of time exceeding 10 days, or repatriation of the Insured is needed and the Policy holder (a legal person) needs to substitute the Insured by another person, the Insurer shall pay for a return ticket of public transport in the economy class to another person, which is indicated in written by the Policy holder, after a previous acceptance of the costs so that this person would continue executing professional duties of the Insured in a Foreign country.

**5.2.** The Insurer shall pay for the tickets mentioned in Paragraph 5.1 only when the Insurer and/or Assistance service have been informed about repatriation or Hospitalisation of the Insured and the case is still under the management of the Insurer and/or Assistance service.

**5.3.** Public transport tickets to the substituting person of the Insured shall be compensated from the Country of residence of the Insured to the place of performance of professional duties of the Insured and back to the Country of residence of the Insured.

**5.4.** In case of substituting the Insured, his/her Insurance coverage except for risk Replacement of the Insured shall not be transferred on the substituting person.

### **6. REPRODUCTION OF ID DOCUMENTS**

**6.1.** In case of loss or theft of the passport or identity card of the Insured during the Trip, the Insurer shall cover the following expenses:

**6.1.1.** for receipt of a person identification document in order to return to the Country of residence;

**6.1.2.** for journeys in Public transport in economy class to/from the relevant institutions of a Foreign country in relation to receipt of the personal identification document;

**6.2.** Should theft or loss of the passport is registered, the Insured shall be obliged to promptly, as soon as possible, to inform a law enforcement institution of the relevant country and receive a written approval thereon.

**6.3.** The Insurer shall not cover expenses:

**6.3.1.** for making a new passport and/or identity card in the Country of residence;

**6.3.2.** for recurrent registration and purchase of new tickets to a journey to the Country of residence;

**6.3.3.** in case the fact of theft or loss of the passport or identity card was not promptly, as soon as possible, provided to a law enforcement institution of the relevant country and a written approval thereon was not received.

### **7. LEGAL AID**

**7.1.** The Insurer shall compensate necessary and reasonable costs of the Insurer arising in relation to examination of a civil, administrative, or criminal matter when rights of the Insured as a physical person has been violated given the case causing the relevant matter and proceedings have started during the Trip and are related to the run of the Trip.

**7.2.** The Insurer shall compensate the following costs in relation to receipt of legal assistance during the Trip:

**7.2.1.** in a criminal matter – costs of the Insured as a victim in relation to initiation and hearing of a criminal matter in a court of the first and appeal instance, including costs of the Insured in relation to a civil claim as for a criminal offence or costs of defence of the Insured as a suspect or accused;

**7.2.2.** in a civil matter – costs of the Insured as a plaintiff when bringing a case to a court and ensuring representation in a court of the first or appeal instance;



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**7.2.3.** in an administrative matter – costs of the Insured as a victim in relation to initiation and hearing of an administrative matter in an authority, court of the first or appeal instance as for defence for committing an administrative offence.

### **7.3. Exclusions**

In addition to the exclusion in the above Paragraph 20, the Insurer shall not compensate the following losses in relation to legal aid:

**7.3.1.** losses caused in relation to a paid job, commercial activity, or other earning action;

**7.3.2.** losses for arbitration services;

**7.3.3.** losses paid by a public organisation, state, or municipal institution;

**7.3.4.** losses when the Insured has not asked free legal assistance that could be received in compliance with normative acts of the Republic of Latvia and of the relevant Foreign country, or international laws and regulations;

**7.3.5.** losses for consumed time and work of the Insured, unearned profit, travelling costs, and costs of temporary stay of the Insured;

**7.3.6.** losses for non-fulfilment of a judgement of a court when the Insured or his/her representative has not appeared in the court or costs caused by or increased when the Insured or his/her representative performs or allows act or omission by malice or gross negligence;

**7.3.7.** losses when legal assistance has been provided in relation to a claim filed due to storage, placing, rent, or use of a car of the Insured, including due to violations of the road traffic regulations or when civil liability of the vehicle's driver comes into effect;

**7.3.8.** losses when court expenses according to the judgement are paid by the other party;

**7.3.9.** losses for execution of implementation of the court judgement;

**7.3.10.** losses for costs caused in relation to insolvency or bankruptcy;

**7.3.11.** losses when related to an unreasoned proceedings;

**7.3.12.** losses when legal aid has been provided or the Insured in the court has been represented by a person without corresponding qualification.

## **8. AID OF AN INTERPRETER**

**8.1.** The Insurer shall compensate actual and documentary proved costs of the Insured as for the services provided by a professional interpreter in relation to coming into force of Civil liability insurance risk and/or Legal aid risk.

## **9. SENDING PERSONAL ITEMS**

**9.1.** The Insurer, without exceeding the Sum insured for a particular risk indicated in the Policy, shall compensate actual, documentary proved costs when during a Trip personal items needed by the Insured are damaged, lost, or stolen, and when the Insured cannot socially function without them or when health condition of the Insured depends on them, in relation to transporting such items to the Trip's destination.

**9.2.** As for Paragraph 9.1. of these provisions, the personal items of the Insured shall be: glasses, contact lenses, hearing aid, blood glucose meter, blood pressure meter, wheelchair, limb prosthetic appliances, prescription drugs and medicines that are registered in the register of the State Agency of Medicines of the Insured person's Country of residence or of the Republic of Latvia

## **10. COSTS OF SEARCH AND RESCUE**

**10.1.** The Insurer, without exceeding the Sum insured to a particular risk indicated in the Policy, shall compensate actual and documentary proved

costs of searching and rescuing the Insured when, during a Trip, the Insured is lost and search and rescue work is carried out by an institution or specialist service of the relevant Foreign country and when such costs are not covered in compliance with national or international laws and regulations in the Foreign country.

## **11. PET CARE**

**11.1.** Should the Insured has started a Trip alone together with a pet and the Insured is being hospitalised during the Trip, the Insurer shall cover costs to accommodate the pet in an pet hotel or shelter in the Foreign country not exceeding EUR 25 per day or transport the pet to its Country of residence.

**11.2.** Should the Insured cannot return to the Country of residence in the planned time due to Hospitalisation and pet is left in the Country of residence without a regular supervision, the Insurer shall cover costs for accommodating the pet in an pet hotel or shelter in the Country of residence as of the expected last day of the Trip to the moment of arrival of the Insured to the Country of residence not exceeding EUR 15 per day.

## **12. SUBSTITUTE DRIVER**

**12.1.** Should the Insured travel by a car and the Insured is hospitalised during the Trip and cannot continue driving the car, which is approved by an opinion of a treating doctor, the Insurer shall cover costs for services of an substitute driver who drives the car back to the Country of residence of the Insured or costs for transporting the car back to the Country of residence of the Insured.

**12.2.** The Insurer shall not cover costs stipulated in Paragraph 12.1:

**12.2.1.** when at least one person travelling together with the Insured has a driver's licence that allows driving the vehicle of the relevant category;

**12.2.2.** costs that do not directly derive from the service such as but not limited to costs of fuel, payments of the road tax, motor-way and ferry fees, vehicle insurance.

## **13. CHANGES IN TRIP**

The Insurer, without exceeding the Sum insured to risk Changes in Trip indicated in the Policy, shall cover the following unexpected costs incurred to the Insured in relation to a planned, paid Trip or during a Trip:

### **13.1. Cancellation of a Trip**

**13.1.1.** The Insurer, without exceeding the Insurance limit indicated in the Policy, shall cover certain and documentary proved costs of the Insured for cancellation of a planned Trip and paid by him/her if the Trip has been cancelled when the Insured has been in the Country of residence without starting the Trip.

**13.1.2.** The risk of Cancellation of a Trip shall come into force when the reason of Cancellation of a Trip is:

**13.1.2.1.** sudden, unexpected acute disease or an accident of the Insured requesting Emergency medical care with the subsequent Hospitalisation or in the result of which a doctor issues an opinion not allowing the Insured to go to the paid Trip;

**13.1.2.2.** death of the Insured;

**13.1.2.3.** an accident causing an injury or a severe physical trauma to the Insured;

**13.1.2.4.** sudden, dangerous to life, critical disease, accident, or death of a First degree relative of the Insured;

**13.1.2.5.** sudden and unexpected acute disease, accident, or death of the only person who planned to go to the Trip together with the Insured





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when the Trip package has been bought for two persons, the tickets has been purchased, and the hotel – booked;

**13.1.2.6.** losses incurred to the property of the Insured due to fire, natural disaster, or unlawful act of the third persons resulting in investigation procedure or when presence of the Insured according to the relevant circumstances is needed in the Country of residence and the Insured cannot participate in the planned Trip.

**13.1.3.** Should the Trip is cancelled, the Insured shall receive compensation of:

**13.1.3.1.** costs for purchase or booking of non-refundable public transport tickets;

**13.1.3.2.** costs for booking accommodation in a Foreign country;

**13.1.3.3.** other related costs of the paid Trip not exceeding 10% of the Insurance limit for the risk of Trip cancellation indicated in the Policy;

**13.1.4.** In case of cancelling the Trip, the costs indicated in Paragraph **13.1.3.** of these provisions shall be compensated only when the Insured cannot recover the costs from the organiser or service provider of the Trip or the Carrier in compliance with provisions of contract with the organiser or service provider of the Trip or the Carrier.

**13.1.5.** Should the Trip is cancelled, the Insured should first request loss compensation from the organiser or service provider of the Trip or Carrier. The Insurer shall pay to the Insured the residue of the above costs stipulated in Paragraph 13.1.3. therein that can be reasoned with written documents by the Insured and the recovered compensation amount.

**13.1.6.** The Insurer shall pay no Insurance indemnity when:

**13.1.6.1.** occurrence of the risk Cancellation of a Trip was expected or already known before concluding the Insurance agreement;

**13.1.6.2.** the Insurance premium has been paid 7 or less days before the date of occurrence of the Cancellation of a Trip circumstances;

**13.1.6.3.** the Insured has not turned to the organiser or service provider of the Trip or the Carrier to request compensation of the actual costs, that are indicated in Paragraph 13.1.3, in relation to cancellation of a Trip that has not been started or the organiser or service provider of the Trip or the Carrier had not submitted to the Insurer a statement on the amount of the paid loss compensation or a refusal to pay a compensation;

**13.1.6.4.** an application about the Cancellation of a Trip has not been submitted to the Insurer before the start date of the Trip and under the procedure set therein.

**13.1.7.** Insurance for the risk Cancellation of a Trip shall be valid when this is indicated in the Policy.

### **13.2. Trip delay**

**13.2.1.** The Insurer, without exceeding the Insurance limit indicated in the Policy, shall cover certain and documentary proved costs of the Insured in relation to Trip delay when the planned Trip consists of several stages and arrival of the Insured to the starting place or interim stage of the Trip has been delayed due to reasons that do not depend on him/her and are documentary, resulting in being late for the planned paid public transport journey.

**13.2.2.** The case of delay of the Trip shall occur when:

**13.2.2.1.** the Insured with a car is involved in a road accident not due to his/her fault and thus he/she has been late for the planned public transport journey;

**13.2.2.2.** the planned public transport journey has been late for due to fault of the Carrier.

**13.2.3.** Should the Trip is delayed, the Insured shall receive

compensation of:

**13.2.3.1.** costs for re-registering the public transport ticket or purchasing a new ticket of the economy class;

**13.2.3.2.** costs for a hotel in a Foreign country in an interim stage of the Trip when accommodation is needed for at least 4 hours at night or 12 hours in another period of time at day and night.

**13.2.4.** The Insurer shall pay no Insurance indemnity:

**13.2.4.1.** in relation to delay of a charter flight or a journey of another vehicle that is not public transport, such as but not limited to a ferry;

**13.2.4.2.** in relation to carelessness or inappropriate time scheduling of the Insured when there have been less than 2 or more than 24 hours between the journeys;

**13.2.4.3.** when the Insured is refused to a plane due to lack of free seats;

**13.2.4.4.** when the Trip is delayed due to a national authority;

**13.2.4.5.** when costs to the Insured have been covered by an organiser or service provider of the Trip, Carrier, or other third person.

**13.2.5.** Insurance for the risk of Trip delay shall be valid when this is indicated in the Policy.

### **13.3. Trip interruption**

**13.3.1.** The Insurer, without exceeding the Insurance limit indicated in the Policy, shall cover certain and documentary proved costs of the Insured when the latter has been forced to discontinue the Trip for early return to his/her Country of residence.

**13.3.2.** The risk of trip interruption shall come into force when the reason of trip interruption is:

**13.3.2.1.** sudden and unexpected acute disease or an accident of the First degree relative of the Insured resulting in Emergency medical care and subsequent Hospitalisation;

**13.3.2.2.** death of a First degree relative of the Insured;

**13.3.2.3.** losses incurred to the property of the Insured due to fire, natural disaster, or unlawful act of the third persons resulting in investigation procedure or when presence of the Insured according to the relevant circumstances is needed in the Country of residence.

**13.3.3.** Should the Trip interrupted, the Insured shall receive compensation of:

**13.3.3.1.** costs for re-registering the ticket or, when impossible, the smallest costs for the Insured to return to the Country of residence;

**13.3.3.2.** costs for unused pre-booked and paid accommodation in a Foreign country.

**13.3.4.** The Insurer shall pay no Insurance indemnity:

**13.3.4.1.** upon occurrence of the risk of Trip interruption was expected or already known before concluding the Insurance agreement;

**13.3.4.2.** when losses of the Insured have been covered by an organiser or service provider of the Trip, Carrier, or other third person.

**13.3.5.** Insurance for the risk of Trip interruption shall be valid if indicated in the Policy.

### **13.4. Continuation of a Trip**

**13.4.1.** The Insurer, without exceeding the Insurance limit indicated in the Policy, shall cover certain and documentary proved costs of the Insured when the latter has been hospitalised at an interim stage of the Trip and after discharge from an in-patient hospital can continue the planned Trip according to an opinion of the doctor.

**13.4.2.** Should the Trip is continued, the Insurer shall compensate to the Insured a public transport ticket of the economy class to the next interim stage of the planned Trip, which can be proved by documents, or the Trip's destination.



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**13.4.3.** The Insurer shall not pay the Insurance indemnity when losses of the Insured have been covered by an organiser or service provider of the Trip, Carrier, or other third person.

**13.4.4.** Insurance for the risk of Continuation of the Trip shall be valid when this is indicated in the Policy.

**13.5. Flight delay**

**13.5.1.** The Insurer, without exceeding the Insurance limit indicated in the Policy, shall cover certain and documentary proved costs of the Insured when a flight of the Insured outside the Country of residence is delayed due to technical reasons or bad weather conditions for 4 or more hours.

**13.5.2.** Flight delay shall refer to regular flights only carried out by licensed airlines with the published flight schedules.

**13.5.3.** Should the flight is delayed, the Insured shall receive compensation for:

**13.5.3.1.** costs of catering and soft drinks, hotel, and transport from the airport to the hotel in both directions.

**13.5.4.** The Insurer shall pay no Insurance indemnity:

**13.5.4.1.** upon occurrence of the risk of Flight delay conditions was expected or already known before departure of conclusion of the Insurance agreement;

**13.5.4.2.** when the Insured has not registered to the relevant flight;

**13.5.4.3.** when the flight has been delayed for a period of time not exceeding 4 hours;

**13.5.4.4.** when losses of the Insured have been covered by an organiser or service provider of the Trip, Carrier, or other third person;

**13.5.4.5.** when the flight has been organised by a charter flight or aircraft that is not owned by a licensed airline.

**13.5.5.** Insurance for the risk of Flight delay shall be valid if indicated in the Policy.

**14. ACCIDENT INSURANCE**

**14.1. In case of death**

**14.1.1.** When the Insured due to reasons that do not depend on his/her will gets injured during the Trip and in the result he/she dies in 1 year after occurrence of the injuries, the Insurer shall pay the Insurance indemnity to the Beneficiary.

**14.1.2.** An amount of the Insurance indemnity previously paid for permanent detriment caused by an accident shall be deducted from the Insurance indemnity.

**14.1.3.** When the Insured is missing in relation to forced landing, running aground, sinking, or crash of a vehicle he/she was on, the Insurer shall pay the Insurance indemnity in compliance with the procedure stipulated for such cases in laws and regulations of the Republic of Latvia.

**14.2. In case of permanent detriment**

**14.2.1.** When the Insured due to reasons that do not depend on his/her will has been injured in an accident during the Trip and experiences permanent detriment in 1 year, and such detriment is causally related to the accident, the Insurer shall pay the Insurance indemnity to the Insured calculated when the Sum insured is multiplied with the percentage indicated in the table of calculating the Insurance indemnity for detriment of or damage to a relevant limb, organ, functional ability (paragraph 14.2.2 of the provisions).

**14.2.2.** Insurance indemnity calculation table:

<b>Limb/organ/functional ability</b>	<b>Indemnity % of the Sum insured</b>
loss of an arm at the shoulder	70%
loss of an arm above the elbow joint	65%
loss of an arm below the elbow joint	60%
loss of a hand at the wrist	55%
loss of a thumb	20%
loss of an index finger	10%
loss of any other finger	5%
loss of a leg above the middle of thigh	75%
loss of a leg above the knee joint	70%
loss of a leg below the knee joint	55%
loss of a leg to the middle of thigh	50%
loss of a foot at foot joint	45%
loss of a big toe	5%
loss of any other toe	3%
full and irreversible loss of sight to one eye	50%
full and irreversible loss of hearing to one ear	30%
full and irreversible loss of smell	5%
full and irreversible loss of taste	5%
full and irreversible loss of ability to speak	50%
Traumatic damage to the central nervous system	50%

**14.2.3.** Should an accident results in several losses of limbs, organs, or their functional abilities, the defined indemnity percentage per each loss shall be summed up, while the total amount of the Insurance indemnity cannot exceed the Sum insured to this risk indicated in the Policy.

**14.2.4.** Should an accident has caused damage to the physical or mental function of the Insured that have already been damaged or lost before the Trip, the Insurer shall calculate the Insurance indemnity when subtracting the relevant amount from the Insurance indemnity sum in compliance with the table of calculating the Insurance indemnity (Paragraph 14.2.2 of the provisions) for previous loss of ability of a limb, organ, or functional abilities.

**14.2.5.** The Insurer shall be entitled at its expense request additional examination of health condition of the Insured carried out by a medical establishment appointed by the Insurer.

**15. CIVIL LIABILITY INSURANCE**

**15.1.** The Insurer, without exceeding the Sum insured indicated in the Policy and in cases foreseen in the Insurance agreement, shall compensate losses that during the Trip are incurred to health, life, and/or property of the third person due to unintentional act or omission of the Insured when the latter is responsible thereon in compliance with laws and regulations effective in the country of the Trip.

**15.2.** The Insurer shall compensate the following costs and/or losses in relation to civil liability of the Insured during the Trip:

**15.2.1.** costs in relation legal proceedings, expertise, or other activities required for purpose of settling a third person's claim against the Insured regardless whether civil liability of the Insured is established provided that the above activities before their performance are accepted Insurer;

**15.2.2.** losses to health, life, and/or property of the third person when



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civil liability of the Insured has been established by the Insurer or a court.

**15.3.** All losses or costs deriving from one and the same case or event that result in civil liability of the Insured shall be considered one Insurance case.

**15.4.** Should the Insured, without written acceptance with the Insurer, pay the losses requested by a victim, agree on paying, or accept a claim, this shall not mean an obligation to the Insurer to compensate unless the amount of the Insurance indemnity and reason are evident in compliance with the effective laws and regulations and provisions of the Insurance agreement.

**15.5.** Before paying the Insurance indemnity, the Insured shall be obliged to pay the deductible indicated in the Insurance policy to the Insurer.

**15.6.** The Insurer shall be entitled but not obliged to represent interests of the Insured in relation to a claim of the third person against the Insured as for recovery of losses.

**15.7. Exclusions**

In addition to exclusions indicated in Paragraph 20 of these provisions, the Insurer shall not compensate losses that due to act of omission during the Trip have been incurred:

**15.7.1.** to the Policy holder, Insured, their relatives, or persons that are insured in compliance with the same Insurance agreement as the Insured;

**15.7.2.** in relation to professional activity of the Insured when dealing with commercial activity or for purposes of any other earning, or in relation to performance of his/her duties;

**15.7.3.** due to malice or gross negligence of the sufferer third person;

**15.7.4.** in relation to a road vehicle, yacht, cutter, boat, or other water vehicle driven by the Insured and registered in the relevant state register or a plane, or other aircraft;

**15.7.5.** to property that is used by and/or is in the legal possession of the Insured. This exclusion shall not refer to losses that have been incurred to the Insured when using rented premises (such but not limited to a hotel, B&B), as well as losses to inventory therein;

**15.7.6.** in relation to a concluded contract, agreement, promise, or guarantee and that would not be effective without these liabilities such as but not limited to late or incomplete performance or non-performance of contractual liabilities;

**15.7.7.** in relation to a legal transaction when the Insured would not be responsible thereon without these liabilities;

**15.7.8.** in relation to an action that, in compliance with laws and regulations effective in the country of the Trip, is a criminal act;

**15.7.9.** in relation to an pet or persons in the property, under supervision of the Insured when the latter is legally responsible, for damage caused by his/her pet.

**16. LUGGAGE INSURANCE**

**16.1.** The luggage shall be all travel bags, suitcases, and items therein taken by the Insured with him/her regardless the number of the bags and/or suitcases. The Sum insured for luggage insurance risk shall refer to the entire number of the bags and suitcases taken by the Insured with him/her to the Trip and content thereof as a whole. A separate bag/suitcase in the luggage shall be considered as a unit of luggage, and the Sum insured for one unit of luggage shall be calculated when dividing the Sum insured with the total number of the bags and/or suitcase taken to the Trip.

**16.2.** Children carriages or wheelchair shall mean one unit of luggage.

**16.3.** When the Insured travels by a plane, insurance as for the luggage shall be valid only if registered on the name of the Insured.

**16.4.** Should a family or group of persons travel and members thereof are the Insured persons but all luggage is registered on one Insured, the Insurance indemnity shall be paid to this Insured only as for one luggage.

**16.5.** The Insurer, without exceeding the Sum insured to the luggage insurance risk indicated in the Policy, shall cover costs mentioned in Paragraphs 16.6 to 16.9 if indicated in the Policy.

**16.6. Luggage loss**

**16.6.1.** The Insurer, without exceeding the Insurance limit indicated in the Policy, shall pay the Insurance indemnity amounting to a difference between the actual value of the luggage and compensation paid by a Carrier when the luggage that was registered to a journey on the name of the Insured and was managed by the Carrier has been lost during transportation.

**16.6.2.** The Insurer shall pay the Insurance indemnity for loss of the luggage only after the luggage loss fact is approved in written by the relevant Carrier submitting a statement, which approves such fact and indicates the amount of the paid compensation.

**16.6.3.** The paid Insurance indemnity for delay of the same luggage shall be deducted from the Insurance indemnity to be paid when this complies with Paragraph 16.8 of these provisions.

**16.6.4.** The Insurer shall not compensate losses as for loss of an individual items from the luggage that have been transferred to the Carrier.

**16.6.5.** Insurance for the risk of Luggage loss shall be valid if indicated in the Policy.

**16.7. Luggage damage**

**16.7.1.** The Insurer, without exceeding the Insurance limit indicated in the Policy, shall pay the repair costs of damaged luggage when they are documentary proved if the luggage that was registered to a journey on the name of the Insured and was managed by the Carrier has been damaged during transportation.

**16.7.2.** Should repair costs of damaged luggage exceed the actual value of the luggage before occurrence of the Insurance case or repair is impossible, the Insurer shall pay the Insurance indemnity in the amount of the actual value of the luggage after deducting the compensation paid by the Carrier.

**16.7.3.** The luggage the Insurance indemnity is claimed for by the Insured as for damage cannot be disposed, transferred, or alienated without a written agreement of the Insurer. After a request of the Insurer, the damaged luggage should be presented or transferred to the Insurer.

**16.7.4.** Insurance for the risk of Luggage damage shall be valid if indicated in the Policy.

**16.8. Luggage delay**

**16.8.1.** The Insurer, without exceeding the Insurance limit indicated in the Policy, shall compensate documentary proved costs for essential hygiene products and clothes that suit the relevant climate conditions when, due to fault of the Carrier, the luggage is delayed for more than 4 hours provided that the needed goods are purchased to replace personal clothes and essential hygiene products that have been left in the delayed luggage.

**16.8.2.** The Insurer shall pay the Insurance indemnity only for those goods that have been purchased during the first 36 hours after occurrence of luggage delay risk but only by the moment when the luggage is recovered.





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**16.8.3.** Should it is indicated in the Policy that the Aim of the travel is Summer sports or Winter sports and there is sports equipment in the delayed luggage, the costs for rent of sports equipment during the luggage delay not exceeding 36 hours after occurrence of luggage delay risk shall be compensated.

**16.8.4.** In case of luggage delay, the following costs shall not be compensated:

**16.8.4.1.** for purchase of food and drinks;

**16.8.4.2.** for use of any transport in order for the Insured to receive the delayed luggage;

**16.8.4.3.** when the luggage is delayed upon return of the Insured to the Country of residence.

**16.8.5.** Insurance for the risk of Luggage delay shall be valid if indicated in the Policy.

#### **16.9. Theft of luggage**

**16.9.1.** The Insurer, without exceeding the Insurance limit indicated in the Policy, shall compensate documentary proved costs for purchases made during the Trip when such purchases replace the stolen luggage, if during the Trip the luggage of the Insured is stolen, except for the case when the luggage is stolen when being in possession of the Carrier.

**16.9.2.** The Insurer shall refuse paying the Insurance indemnity when in 24 hours after the theft it is established that the Insured has not thereon informed law enforcement institutions of the relevant country and received a written approval of the fact.

**16.9.3.** Should it is indicated in the Policy that the Aim of travel is Summer sports or Winter sports and there is sports equipment in the stolen luggage, the documentary proved costs for purchases during the Trip replacing the stolen sports equipment or for rent of sports equipment not exceeding 36 hours after occurrence of luggage theft risk shall be compensated by the Insurer.

**16.9.4.** Insurance for the risk of Theft of luggage shall be valid when this is indicated in the Policy.

#### **16.10. Exclusions**

In addition to exclusions indicated in Paragraph 20 therein, the Insurance indemnity for risks in relation to luggage insurance shall not be paid in the following cases:

**16.10.1.** for losses or damages caused by customs or other official authorities when detaining, checking, confiscating, or destroying the luggage, luggage bags or suitcases, and personal belongings in compliance with laws and regulations effective in the relevant Foreign country;

**16.10.2.** for sports equipment except for the cases stipulated in Paragraphs 16.8.3 and 16.9.3 of these provisions;

**16.10.3.** for jewellery, precious metals, fragile items, including china, glass, and sculptures, pieces of art, religious cult items, registered weapons, furriery goods, carpets, and other goods of valuable materials;

**16.10.4.** for unique and antique items, collection items, samples, models, exhibition or self-made exhibits, and other equal items of scientific, historical, or artistic value;

**16.10.5.** for computer equipment, video, audio, photo, mobile, or other communication devices, cables and wires, musical instruments;

**16.10.6.** for photo, pictures, paintings, drawings, designs, collections and parts thereof, software, movies, and audio/video records;

**16.10.7.** for damages to and losses of money, currency, or banknotes, credit cards, cheques, travel tickets, all types of securities, vouchers, private documents, manuscripts, presentation materials, and all types of documents;

**16.10.8.** for food, beverages, tobacco products, decorative cosmetics, and perfumery products;

**16.10.9.** for all types of vehicles, incl. their spare parts and accessories;

**16.10.10.** for optical products, hearing aids, prosthetic appliances, dentures, medicines, and psychotropic substances;

**16.10.11.** for theft of the luggage from an unlocked room;

**16.10.12.** when the Carrier has not been informed about the damage and loss or law enforcement authorities of the relevant country has not been informed about the luggage theft in 24 hours after establishing this fact;

**16.10.13.** for losses and damages caused by a leak of liquid that has been carried in the luggage;

**16.10.14.** when caused by insects, worms, rodents, birds, or animals;

**16.10.15.** when caused by the Insured regardless the reason;

**16.10.16.** when caused by wear and tear or by accompanying corrosive or rusting items;

**16.10.17.** for household belonging, plants, animals;

**16.10.18.** for luggage when sent as freight with a bill of lading or by a transport aircraft;

**16.10.19.** for unlawfully transported luggage, incl. items that are not declared under the customs procedure.

#### **17. HOUSEHOLD INSURANCE**

**17.1.** The Insurer shall compensate losses to the Insured caused to the property of the Insured during the Trip:

**17.1.1.** to a house or apartment in the address of the Policy holder indicated in the Policy;

**17.1.2.** to property that is in the house or apartment indicated in Paragraph 17.1.1 of the provisions;

**17.1.3.** and that arise from general civil liability of the Insured in the house or apartment indicated in Paragraph 17.1.1 of the provisions.

**17.2.** Household insurance shall have the same insurance provisions that are indicated in the Policy, without applying the provisions of underinsurance.

#### **17.3. Exclusions**

In addition to the exclusions of the above Paragraph 20, the Insurer shall not pay the Insurance indemnity in the following cases in relation to household insurance:

**17.3.1.** for losses that are covered in compliance with another effective insurance agreement;

**17.3.2.** for losses that have occurred not later than 31 day after the Insurance agreement has enter into force;

**17.3.3.** in the result of occurrence of property insurance risks – insurance of construction work or electronic damages;

**17.3.4.** when ownership has been established on a legal person.

#### **18. WALLET INSURANCE**

**18.1.** The Insurer shall compensate costs in relation to theft of a personal wallet of the Insured and items, documents, and payment cards in the wallet.

**18.2.** Should theft or loss of the wallet is established, the Insured shall be obliged to promptly after establishment of the fact, as soon as possible, to inform a rights protection institution of the relevant country and receive a written approval thereon.

**18.3.** The Insurer shall cover documentary proved costs that have been incurred to the Insured in his/her Country of residence in relation to renewal of the stolen items, documents, and payment cards of the Insured, namely:



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- 18.3.1.** person identification documents;
- 18.3.2.** bank cards;
- 18.3.3.** code cards of internet bank authorisation;
- 18.3.4.** vehicle's registration certificate;
- 18.3.5.** vehicle's driver licence;
- 18.3.6.** cards of filling stations;
- 18.3.7.** customer discount cards of stores.

**18.4.** Should there be several Insured in the Insurance policy, the Insurance limit that is indicated in the Insurance agreement shall refer to all Insured persons and costs for theft of just one wallet stipulated in Paragraph 18.3. therein shall be compensated.

**18.5.** The Insurer shall not cover costs stipulated in Paragraph 18.3. therein when the Insured has not informed law enforcement authorities of the relevant country or has not received a written approval of the fact of the wallet's theft as soon as possible.

### **SECTION 3. GENERAL PROVISIONS**

#### **19. SUM INSURED AND LIABILITY LIMIT**

**19.1.** The Sum insured shall be defined for each Insured risk separately and indicated in the Insurance policy. The Insured risk in compliance with the Insurance agreement may have sub-limits. Liability limit has been defined for risk of civil liability insurance.

**19.2.** The total due amount of the Insurance indemnity to one person for one or several Insurance cases that have taken place during validity of the Insurance agreement may not exceed the Sum insured or liability limit for the relevant Insured risk.

**19.3.** After payment of the Insurance indemnity, the Insurance agreement shall remain in force, while the Sum insured of the particular Insured risk shall be reduced by the amount of the paid Insurance indemnity.

#### **20. GENERAL EXCLUSIONS**

**20.1.** The Insurance case shall not be and the Insurance indemnity shall not be paid when losses have been incurred:

- 20.1.1.** in the result of war, invasion, or war-like action (regardless whether or not the war is declared), terror attack, civil war, lockout, public disorders, rebellions, riots, strikes, resistance movements, revolutions, military or other coups, establishment of curfew, or siege, or other situations resulting in siege or establishment of curfew;
- 20.1.2.** in the result of accepting laws and regulations and decisions of the state or municipalities, including but not limited to confiscation, alienation for the needs of the state, as well as in the result of destroying or damaging a property when authorised by public authority;
- 20.1.3.** in the result of nuclear explosion, pollution of atomic energy, radiation, radioactive pollution, ionising radiation;
- 20.1.4.** in the result of a global or regional natural disaster when the national or municipal institutions has declared an emergency situation in relation to mass victims (injured) or losses to economy, or damage to environment, or forced termination of economic activities, or when emergency and rescue work and preventive measures are to be performed;
- 20.1.5.** in the result of pandemic or epidemic, infectious disease of an unknown cause, including swine flu, avian flu, and other similar infectious diseases;
- 20.1.6.** in the result of an event that has not taken place during the Trip, except for the risk of the Cancellation of a trip or Trip delay;

**20.1.7.** in the result of an event or conditions that already occurred or that should have been or could have been expected by the Policy holder or Insured at the moment of signing the Insurance agreement;

**20.1.8.** in the result of malice, gross negligence, or unlawful action of the Insured, Policy holder, or other person who is directly or indirectly interested in receipt of the Insurance indemnity;

**20.1.9.** intentional actions of the Insured, including suicide, suicide attempt, exposure to danger of the Insured, except for a case of saving life of a person;

**20.1.10.** in the result of psychical or mental disorders, memory loss, cramps, epilepsy seizures, or acute health disorders with loss of consciousness.

**20.2.** The Insurance case shall not be and the Insurance indemnity shall not be paid when losses have been incurred:

**20.2.1.** when the Insured is under alcoholic, psychotropic, toxic, narcotic substances, and other highs and there is causal relations between use of the above substances and loss occurrence;

**20.2.2.** when the Insured drives a motorcycle, motor scooter, or quad with their engine exceeding 125 cm<sup>3</sup>;

**20.2.3.** when the Insured as a pilot or passenger has used a small plane, glider, hang glider, parachute, or has otherwise participated in such flight;

**20.2.4.** when the Insured involves or participates in active military operations or drilling executing his/her duties and/or duties of a volunteer at police, border guards, fire rescue service, Home Guards, or any other militarised organisation or formation;

**20.2.5.** when the Insured participates in, carries out, or tries to carry out a criminal or administrative penal act;

**20.2.6.** when the Insured works at nuclear reactors, decompression chambers, with toxic chemicals, production of explosives or ammunition, mining, working as a stevedore, being a member of a vessel's or plane's crew, working outside the range of a land, for instance but not limited to oil extraction platforms;

**20.2.7.** when the Insured participates in such sports and activities as: mountain hikes exceeding 2,500 metre above sea level, rock climbing, mountain climbing, cave diving, diving deeper than 10 metre, rafting, heli-boarding, parachuting, bungee jumping, or jumping with a special flying costume, kayaking, other similar high-risk sports and activities;

**20.2.8.** when the Insured does Winter sports outside specially designated places (tracks);

**20.2.9.** when the Insured participates in hunting using guns, pyrotechnical items, or explosive substances;

**20.2.10.** when the Insured does not comply with laws and regulations effective in the visited country, including driving a vehicle with no relevant driving licence or category permit.

**20.3.** Unless specially indicated in the Insurance policy or unless the parties have specially agreed thereon, the Insurance case shall not be and the Insurance indemnity shall not be paid if losses have been incurred:

**20.3.1.** when the Insured participates in any sports (except for those indicated in Paragraphs 1.36.1-1.36.3 therein);

**20.3.2.** when the Insured does professional, including amateur sports aimed at reaching the sports results through participation in competitions, games, or training regardless whether or not it is a source of income of the Insured;

**20.3.3.** when the Insured performs any paid or voluntary work.

**20.4.** The Insurance case shall not be and the Insurance indemnity shall not be paid:



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- 20.4.1.** for indirect losses or unearned profit;
- 20.4.2.** for costs and losses in relation to inability to work, as well as inability to participate in activities planned during the Trip (all types of excursions, tickets to events, and other);
- 20.4.3.** for moral damage in relation to occurrence of an Insurance case;
- 20.4.4.** when costs have already been compensated by the third person.

## **21. OBLIGATIONS OF THE POLICY HOLDER AND INSURED**

**21.1.** The Policy holder shall be obliged to inform the Insured that he/she is insured and present him/her the insurance provisions.

**21.2.** Upon signing the Insurance agreement, the Policy holder and Insured shall be obliged to provide all necessary information to the Insurer as for circumstances that are significant when concluding the Insurance agreement. **21.3.** Should the Insurance policy is Annual open policy, the Policy holder shall be obliged to give a written notice to the Insurer about the persons (name, surname, personal ID code, insurance period) to be insured not later than one working day before departure of the Insured persons outside the Country of residence; otherwise the relevant person shall not be considered insured in compliance with the Insurance agreement.

**21.4.** During validity of the Insurance agreement, the Insured or Policy holder shall be obliged to give a written notice in 3 working days to the Insurer about changes to the aim of the Trip or other conditions that increase or may increase the insured risk.

**21.5.** The Policy holder, Insured, and Beneficiaries shall be obliged to prove occurrence and consequences of an Insurance case, as well as submit all information and documents, requested by the Insurer, that approve occurrence of the Insurance case and consequences thereof.

**21.6.** The Insured should inform about all conditions that can affect prolongation of the Insurance agreement.

**21.7.** Liabilities stipulated in the Insurance agreement shall be equally referred also to a Beneficiary or Relative.

**21.8.** The Policy holder or Insured, upon occurrence of an Insurance case, shall be obliged:

**21.8.1.** to act under the procedure set in laws and regulations and, depending on nature of the Insurance case, promptly seek medical care or turn to a law enforcement authority, rescue service, or other competent institution;

**21.8.2.** should the Insured have no EHIC card, to request or authorise other person to request a certificate that replaces the EHIC card;

**21.8.3.** to promptly, but not later than in 3 working days as of the moment when this is possible, inform the Insurer or Assistance service about occurrence of the Insurance case and follow instructions of the Insurer or Assistance service;

**21.8.4.** in a 1 calendar month after occurrence of an Insurance case, to submit to the Insurer a defined written claim as for the Insurance case including a detailed description thereof;

**21.8.5.** to carry out all necessary and feasible measures to reduce or prevent possible losses;

**21.8.6.** to promptly, as soon as possible, seek medical care and follow instructions of a doctor in case of sudden disease or an accident;

**21.8.7.** to participate, to the possible extent, in clarification of reasons and causes of an Insurance case, including but not limited to clarification of a possible guilty (responsible) person and witnesses of the Insurance case;

**21.8.8.** to ensure an opportunity to the Insurer or its authorised representative to establish and assess causes, circumstances, and loss

amount of an Insurance case. If necessary, the Insured shall be obliged to authorise the Insurer to get acquainted with the provided information, including medical documentation and if necessary request additional documents and invite an expert commission. The Insured shall agree to an expertise to the expert doctor chosen by the Insurer for checking the health condition in relation to an Insurance case.

**21.8.9.** to inform the Insurer about other effective insurance agreements referring to the same insured risk;

**21.8.10.** to submit to the Insurer copies of the documents in relation to occurrence of an Insurance case and loss amount presenting an original copy after the Insurer's request.

**21.9.** The Insurer shall have rights not to pay the Insurance indemnity when the Policy holder or Insured has not fulfilled any obligation stipulated in the Insurance agreement due to gross negligence.

**21.10.** The Insurer shall have rights to reduce the Insurance indemnity by 50% when the Policy holder or Insured has not fulfilled any obligation stipulated in the Insurance agreement due to negligence.

## **22. DOCUMENTS TO BE SUBMITTED TO RECEIVE THE INSURANCE INDEMNITY**

**22.1.** A person who claims receipt of the Insurance indemnity shall submit the following documents to the Insurer for the latter to establish whether an Insurance case has occurred and evaluate the loss amount:

**22.1.1.** Insurance indemnity claim;

**22.1.2.** Insurance policy or a copy thereof or indicate the number of the Insurance policy;

**22.1.3.** a copy of a person identification document;

**22.1.4.** documents that approve the Trip, use of public transport, receipts or invoices indicating details of the service receiver (name, surname, birth date) and service provider (name, registration number, bank details), precise title and amount of the service provided, start and end data of service provision, as well as a detailed list of expenses;

**22.1.5.** other documents requested by the Insurer to establish reason and amount of the Insurance indemnity.

**22.2.** The person who claims the Insurance indemnity for an Accident and/or sudden disease, and/or exacerbation of chronic disease, shall in addition provide the following documents to the Insurer:

**22.2.1.** a statement of a medical establishment indicating a full diagnosis, treatment, manipulations, and examination results;

**22.2.2.** a prescription of medicines and original copies of receipts;

**22.2.3.** in case of medical transportation, original copies of receipts for transport services;

**22.2.4.** in case medical aids were purchased, a statement of a doctor on a necessity of the medical aid and original purchase documents thereof.

**22.3.** The person who claims the Insurance indemnity as for occurrence of the risk of an Arrival of a family member, shall in addition provide the following documents to the Insurer:

**22.3.1.** a copy of a document proving affinity;

**22.3.2.** a statement issued by a treating doctor about the health condition of the Insured.

**22.4.** The person who claims the Insurance indemnity as for occurrence of the risk of Replacement of the Insured, shall in addition provide the following documents to the Insurer:

**22.4.1.** a statement issued by a treating doctor about the health condition and diagnosis of the Insured;



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**22.4.2.** An application of an employer of the Insured indicating data of the substituting person and substitution reason.

**22.5.** The person who claims the Insurance indemnity as for the risk of Reproduction of the ID documents, shall in addition provide the following documents to the Insurer:

**22.5.1.** a statement issued by a law enforcement authority of the relevant country approving the fact of loss of theft of person identification documents;

**22.5.1.** a copy of a substitute person identification document.

**22.6.** The person who claims the Insurance indemnity as for the risk of Legal aid, shall in addition provide the following documents to the Insurer:

**22.6.1.** documents that prove necessity to receive legal aid;

**22.6.2.** documents that prove receipt of legal aid.

**22.7.** The person who claims the Insurance indemnity as for the risk of an Aid of an interpreter, shall in addition provide the following documents to the Insurer:

**22.7.1.** original copies of receipts or invoices for the received interpreting services.

**22.8.** The person who claims the Insurance indemnity as for the risk of Sending personal items, shall in addition provide the following documents to the Insurer:

**22.8.1.** original copies of documents approving the transportation costs and indicating details on the type, volume, and content of the transportation service.

**22.9.** The person who claims the Insurance indemnity as for the risk of Costs of search and rescue, shall in addition provide the following documents to the Insurer:

**22.9.1.** documents that approve search and rescue works performed by institutions or a specialist service of the relevant Foreign country.

**22.10.** The person who claims the Insurance indemnity as for the risk of Pet care, shall in addition provide the following documents to the Insurer:

**22.10.1.** original bills or invoices for accommodating a pet in a pet hotel or shelter;

**22.10.2.** original copies of documents approving the transportation costs.

**22.11.** The person who claims the Insurance indemnity as for the risk of the Substitute driver, shall in addition provide the following documents to the Insurer:

**22.11.1.** a statement issued by a treating doctor about the health condition and diagnosis of the Insured;

**22.12.2.** original copies of documents approving receipt of services of the substitute driver;

**22.12.3.** original copies of documents approving the transportation costs.

**22.13.** The person who claims the Insurance indemnity as for the risk of Cancellation of a trip, shall in addition provide the following documents to the Insurer:

**22.13.1.** original copies of invoices and receipts approving that the Insured has paid for the Trip;

**22.13.2.** a statement issued by the Trip's organiser, service provider, Carrier, and/or other third person indicating the amount of the paid compensation;

**22.13.3.** a statement issued by the Trip's organiser, service provider, and/or the Carrier approving the Trip planned by the Insured;

**22.13.4.** a statement of a medical establishment indicating a diagnosis and treatment start date (in case of sudden disease or in the result of an accident), a copy of death certificate presenting the original copy (in case of death) of the Insured or his/her First degree relative, or the only Trip's companion;

**22.13.5.** a statement of a competent institution for the loss incurred to the Insured person's property.

**22.14.** The person who claims the Insurance indemnity as for the risk of Trip interruption, shall in addition provide the following documents to the Insurer:

**22.14.1.** original copies of invoices and receipts approving that the Insured has paid for the Trip;

**22.14.2.** a statement issued by the Trip's organiser, service provider, Carrier, and/or other third person indicating the amount of the paid compensation;

**22.14.3.** a statement of a medical establishment indicating a diagnosis and treatment start date (in case of sudden disease or in the result of an accident), a copy of death certificate presenting the original copy (in case of death) of the Insured person's First degree relative;

**22.14.4.** statements of a competent institution for the loss incurred to the Insured person's property.

**22.15.** The person who claims the Insurance indemnity as for the risk of Trip delay, shall in addition provide the following documents to the Insurer:

**22.15.1.** a statement of the Carrier approving the fact of delay and indicating the length, cause of delay and amount of the paid compensation;

**22.15.2.** upon occurrence of a road accident, a coordinated accident statement or equal document approving the fact and circumstances of the road accident or approval of a competent state authority;

**22.15.3.** original copies of receipts approving payment for a hotel.

**22.16.** The person who claims the Insurance indemnity as for the risk of Trip continuation, shall in addition provide the following documents to the Insurer:

**22.16.1.** a statement issued by a treating doctor about the health condition and diagnosis of the Insured;

**22.17.** The person who claims the Insurance indemnity as for the risk of Flight delay, shall in addition provide the following documents to the Insurer:

**22.17.1.** a copy of an air ticket, boarding card, statement of an airline on a flight delay indicating the cause and time;

**22.17.2.** original copies of receipts for food, soft drinks, hotel, and transport from the airport and back.

**22.18.** The person who claims the Insurance indemnity as for Death of the Insured in the result of an accident, shall in addition provide the following documents to the Insurer:

**22.18.1.** a copy of death certificate of the Insured presenting the original copy thereof;

**22.18.2.** certificate of inheritance or a court decision on partition thereof;

**22.18.3.** after a request of the Insurer, a document issued by a law enforcement institution approving the cause and circumstances of death of the Insured.

**22.19.** The person who claims the Insurance indemnity as for the risk of Permanent detriment of the Insured, shall in addition provide the following documents to the Insurer:

**22.19.1.** an opinion and expertise statement issued by a medical



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commission for the assessment of health condition and working ability on detriment established to the Insured.

**22.20.** The person who claims the Insurance indemnity as for the risk of the Luggage loss, shall in addition provide the following documents to the Insurer:

**22.20.1.** original copies of the luggage tickets;

**22.20.2.** a statement of the Carrier approving the luggage loss and amount of the paid compensation;

**22.20.3.** a list and actual value of items in the luggage.

**22.21.** The person who claims the Insurance indemnity as for the risk of Luggage damage, shall in addition provide the following documents to the Insurer:

**22.21.1.** original copies of the luggage tickets;

**22.21.2.** a statement of the Carrier approving damage to the luggage and amount of the paid compensation;

**22.21.3.** an original copy of receipt issued by a workshop for repair of a damaged bag, suitcase, or sports equipment;

**22.21.4.** in case the luggage and/or sports equipment cannot be repaired, a statement approving this and original copy of a receipt for purchase of a new equal bag, suitcase, or sports equipment.

**22.22.** The person who claims the Insurance indemnity as for the risk of the Luggage delay, shall in addition provide the following documents to the Insurer:

**22.22.1.** original copies of a luggage ticket and boarding card, statement of an airline on the luggage delay indicating the cause and time;

**22.22.2.** original copies of receipts for purchase of essential goods;

**22.22.3.** documents approving costs for rent of the sports equipment.

**22.23.** The person who claims the Insurance indemnity as for the risk of Theft of a luggage, shall in addition provide the following documents to the Insurer:

**22.23.1.** a statement issued by a law enforcement authority of the relevant country approving the fact of luggage theft;

**22.23.2.** a list and actual value of items in the luggage;

**22.23.3.** original copies of receipts for purchases during the Trip that replace the stolen luggage;

**22.23.4.** documents approving costs for rent of the sports equipment.

**22.24.** The person who claims the Insurance indemnity as for the risk of Civil liability insurance, shall in addition provide the following documents to the Insurer:

**22.24.1.** documents that prove losses incurred by the Insured to the third person or its property;

**22.24.2.** other documents in relation to a civil liability case and circumstances thereof.

**22.25.** The person who claims the Insurance indemnity as for the risk of Household insurance, shall in addition submit the documents that are defined in compliance with the property insurance provisions indicated in the Policy.

**22.26.** The person who claims the Insurance indemnity as for the risk of Wallet insurance, shall in addition provide the following documents to the Insurer:

**22.26.1.** a statement issued by a law enforcement authority of the relevant country approving the fact of Wallet theft;

**22.27.2.** a list of items, documents, and payments cards in the wallet;

**22.27.3.** document approving renewal of the items, documents, and payments cards in the wallet.

## **23. INSURANCE INDEMNITY**

**23.1.** The Insurer shall make a decision whether an accident is considered to be an Insurance case and shall make a decision about payment or refusal to pay the Insurance indemnity not later than in 21 working day after the day when all the necessary documents – written Insurance indemnity application, statements of the relevant public authorities, documents that approve the loss amount, statements, powers of attorney, a.o. – have been received and shall send its decision to the Policy holder, Insured, or Beneficiary. Should the Insured due to objective reasons fail to observe this term, the Insurer may prolong the term for up to 6 months as of the day when an application on occurrence of an Insurance case has been received giving a written notice to the person who is entitled to receive the Insurance indemnity.

**23.2.** The Insurer, making a decision on payment of the Insurance indemnity, shall calculate it in compliance with provisions of the Insurance agreement and Insured risks with regard to a compensation principle, compensating the documentary proved and reasonable costs of the Insured.

**23.3.** Should an administrative matter or criminal proceeding in relation to an Insurance case is initiated against the Policy holder, Insured, or the third person, the Insurer shall make a decision on payment of the Insurance indemnity only after a court judgement or decision enters into force and is submitted to the Insurer.

**23.4.** Should the Policy holder fail to pay all Insurance premium by the moment when the Insurance indemnity is paid, the Insurer shall be entitled to deduct or request to pay the unpaid part of the Insurance premium regardless whether the term of paying the Insurance premium has started.

**23.5.** In case of death of the Insured, the Insurer shall be entitled to request a post-mortem examination covering the costs thereof, except for a case when another person in compliance with laws and regulations is obliged to pay such costs.

**23.6.** The Insurance indemnity shall be paid to the Insured, while in case of death of the Insured – to the Beneficiary.

**23.7.** Deductible per each Insurance case when stipulated in the Insurance agreement shall be deducted from the Insurance indemnity.

**23.8.** After an agreement of the parties, the Insurer before a full loss calculation may pay a part of the Insurance indemnity in the amount that is not disputed by any party.

**23.9.** The Insurance indemnity shall be paid in 5 working days after making a decision about payment of the Insurance indemnity.

**23.10.** The Insurance agreement, wherewith the Insurance indemnity is paid, shall remain valid until the term indicated in the Policy considering the Sum insured to a particular risk reduced by the amount of the paid Insurance indemnity indicated in the Insurance agreement.

**23.11.** At the moment the Insured receives the Insurance indemnity, he/she shall transfer to the Insurer his/her rights to demand against the person who is responsible for the losses in the amount of the paid Insurance indemnity.

## **24. CONCLUSION AND VALIDITY OF THE INSURANCE AGREEMENT**

**24.1.** The Insurance agreement shall be concluded based on information provided by the Policy holder and Insured to the Insurer. The Insurer shall summarise information provided by the Policy holder and reflect it in the Insurance policy.

**24.2.** The Insurance agreement may be concluded in person or using





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distant means of sending and transmission (distant communication means). By distant communication means, Distant insurance agreement shall be concluded.

**24.3.** Upon conclusion of the Insurance agreement, the Insurer may issue an Insurance policy with a signature of a representative of the Insurer or send a print-out of the Insurance policy prepared electronically by the Insurer's data system.

**24.4.** The Policy holder shall approve conclusion of the Insurance agreement (including a distant insurance agreement) and genuineness of information indicated therein by paying the Insurance premium or the first part thereof, if payment of the Insurance premium has been defined by instalments, under the procedure, term, and amount indicated in the Insurance policy or by signing the Insurance agreement electronically or manually.

**24.5.** The Insurance agreement shall enter into force on the date and time that is indicated in the Insurance policy when the Insurance premium of the first part (when payment of the Insurance premium has been defined by instalments) thereof has been paid under the procedure, term, and amount indicated in the Insurance policy.

**24.6.** The Insurance agreement shall be valid only as for the Insured risks and in the Insurance territory indicated in the Insurance agreement.

**24.7.** The Insurance agreement shall not be valid when the Insured at the moment of signing the Insurance agreement is outside the Country of residence or the Trip has already been started, except for the cases when the Insured has begun the Trip during validity of the previous Insurance agreement and the agreement has been continued, and has the same Insurance coverage, Aim of travel, Sum insured, and Deductible.

**24.8.** Should the Insured is forced to prolong the Trip due to a medical Insurance case during the Trip, validity of the Insurance agreement shall be prolonged for not more than 14 calendar days without deducting additional Insurance premium.

**24.9.** The Insurance agreement shall be concluded in Latvian unless the Insurer and Policy holder has agreed in written on conclusion of the insurance agreement in a foreign language as well. Should Latvian and a foreign language are used in the insurance agreement, its Latvian text shall be the prevailing when contradictions appear.

## **25. INSURANCE PREMIUM AND PAYMENT PROCEDURE THEREOF**

**25.1.** The Policy holder shall be obliged to pay Insurance premiums under procedure, terms, and amount indicated in the Insurance policy or invoice.

**25.2.** Should the Insurer fail to receive the Insurance premium or the first part thereof in the amount and/or term indicated in the Insurance policy, the Insurance agreement shall not enter into force and the Insurer shall have rights to return the received Insurance premium or the first part thereof. Should this be the case, the Insurer in 10 working days as of the day of paying the Insurance premium or the first part thereof shall return the paid Insurance premium or the first part thereof to the Policy holder and submit a request to the Policy holder to inform the Insurer about type of returning the Insurance premium or the first part thereof.

**25.3.** Should the Insurer, in the term set in Paragraph 25.2, fail to return the Insurance premium or the first part thereof or to submit a request mentioned in Paragraph 25.2 to the Policy holder, the Insurance agreement shall enter into force as of the date indicated in the Insurance policy.

**25.4.** Should payment of the Insurance premium or the first part thereof be made after the term indicated in the Insurance policy and/or it has not been made in the full amount and an Insurance case has occurred by the day of paying the Insurance premium or the first part thereof, it shall be deemed that the Insurance agreement has not entered into force and the Insurer shall be obliged to notify the Policy holder on invalidity of this agreement and return the received Insurance premium or the first part thereof in 10 working days as of the day of paying the Insurance premium or the first part thereof or submit a request to the Policy holder to inform the Insurer about type of returning the Insurance premium or the first part thereof.

**25.5.** Should upon conclusion of the Insurance agreement it is stated, that the Insurance premium shall be paid by instalments and the Insurer has not received the current payment of the Insurance premium in the amount and/or term indicated in the Insurance policy, the Insurer shall send a written notice to the Policy holder about partial and/or delayed payment of a part of the Insurance premium requesting to pay the part of the Insurance premium in compliance with provisions of the Insurance agreement and indicating the amount and term of the unpaid amount of the part of the Insurance premium and possible consequences of non-payment thereof.

**25.6.** Should the Policy holder fail to pay the part of the Insurance premium in compliance with the term and/or amount indicated in the notification, which is mentioned in Paragraph 25.5, the Insurance agreement shall be terminated.

**25.7.** Payment of the Insurance premium shall be made in the currency that is defined for the Insurance premium in the Insurance policy or in another currency indicated in the invoice. When paying the Insurance premium in another currency, the difference in the result of currency conversion or in relation to other costs of the bank services shall be covered by the payer.

**25.8.** Should the payment of the Insurance premium is performed as a transfer, the date of paying the Insurance premium shall be the date when the Insurer or insurance agent, which is authorised to collect Insurance premiums for the concluded Insurance agreement on behalf of the Insurer, has received the payment in the bank account.

## **26. EARLY TERMINATION OF THE AGREEMENT AND RETURN OF THE INSURANCE PREMIUM**

**26.1.** The Policy holder and Insurer may terminate the agreement before the term under the procedure and in cases stipulated in Law on Insurance Contracts.

**26.2.** The Insurance agreement may be terminated before the term of the Insurance agreement upon mutual agreement of the Policy holder and Insurer.

**26.3.** Upon early termination of the Insurance agreement, the Insurer shall return the part of the Insurance premium to the Policy holder and the amount thereof shall be defined by deducting the paid share of the Insurance premium for the period of using the Insurance agreement, as well as provable Insurer's costs in relation to the Insurance agreement's conclusion not exceeding 25% of the Insurance premium if the Insurance indemnity has not been paid out and/or Insurance case has not been reported during validity of the Insurance agreement.

**26.4.** When during validity of the Insurance agreement Insurance indemnity has been paid and the paid Insurance indemnity is smaller than the difference between the paid Insurance premium and the share of the



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Insurance premium for the period of use of the Insurance agreement, the Insurer shall return to the Policy holder the share of the Insurance premium, the amount of which is defined by deducting the Insurance indemnity, the share of the Insurance premium for the period of use of the Insurance agreement, and provable costs of the Insurer in relation to conclusion of the Insurance agreement not exceeding 25% of the Insurance premium from the paid Insurance premium.

**26.5.** When during validity of the Insurance agreement the Insurer has paid Insurance indemnity and the paid indemnity exceeds the share of the Insurance premium to be returned, the Insurer shall not return the Insurance premium to the Policy holder.

**26.6.** The procedure mentioned in Paragraphs 26.4 and 26.5 shall refer also to cases when the Insurance case has been reported and the foreseen amount of the Insurance indemnity has been calculated but the Insurance indemnity has not been paid yet.

**26.7.** Should an Insurance case is claimed in compliance with the Insurance agreement to be early terminated, the Insurance policy may not be terminated before the Insurance indemnity is calculated, unless otherwise agreed on with the Insurer.

**26.8.** The Insurer, in 15 days from the day of sending a relevant written notice, may unilaterally terminate the Insurance agreement if possibility of occurrence of an Insured risk has increased during validity of the Insurance agreement and the Insurer can prove that it would not have concluded the Insurance agreement if knowing about such increase, and the Policy holder has not approved amendments/supplements to the Insurance agreement initiated by the Insurer.

**26.9.** Upon conclusion of distant insurance agreement, the Policy holder shall have withdrawal rights and rights to unilaterally step back from this Insurance agreement giving a written notification to the Insurer in 14 working days after the day of concluding the Insurance agreement. Should this be the case, the Insurance agreement shall lose its effect on the day of sending the withdrawal notification. The Insurer shall return the part of the Insurance premium with its amount defined by deducting the share that corresponds to actual time of validity of the Insurance agreement from the paid premium.

## **27. MISCELLANEOUS**

**27.1.** The Insurance agreement may be amended by a written agreement between the Policy holder and Insurer.

**27.2.** The Insurer may not turn to children, parents, or spouse of the Insured person with recourse, except for the cases when an Insurance case has been initiated by malice or gross negligence.

**27.3.** Claims or complaints of the Policy holder or Insured person submitted in written, shall be examined by the Insurer providing a written answer in 30 days as of receiving the claim or complaint.

**27.4.** The Policy holder shall agree that the Insurer as a system manager and operator of personal data processes the Policy holder's personal data (including sensitive data and personal identification (classification) codes) with an aim to ensure fulfilment of the Insurance agreement or provide information to the Policy holder about services rendered by the Insurer and its cooperation partners and/or transfer them for processing to the third person with an aim to ensure fulfilment of the Insurance agreement or to provide the Insurer's defined information about its services to the Policy holder.

**27.5.** The Insurer shall not disclose information about the Policy holder and Insured to the third persons, except for the cases stipulated in laws and regulations of the Republic of Latvia. However the Insurer, for provision of efficiency of its commercial activity, shall be entitled to exchange information with other Insurers about the Insured and Policy holder.

**27.6.** During validity of the Insurance agreement, the Insurer shall contact the Insured and Policy holder in Latvian, as well as respond to queries expressed in Latvian or any other language that is known to both parties.

**27.7.** As for regulation of relations deriving from the Insurance agreement, Law on Insurance Contracts, Civil Law, and other laws and regulations of the Republic of Latvia shall be applied.

**27.8.** All disputes arising from the Insurance agreement shall be settled through negotiations. Should the parties fail to reach an agreement, the dispute shall be filed to a court under procedure stipulated in laws and regulations of the Republic of Latvia.

Deividas Raipa,  
Chairman of the Board

Tomasz Rowicki,  
Member of the Board