

# INSURANCE JSC „BALTA“ TRAVEL INSURANCE TERMS AND CONDITIONS FOR JSC „RIETUMU BANK“ CLIENTS NO 4101.03



## TERMS USED IN THE TERMS AND CONDITIONS

**We** - BALTA Insurance Joint Stock Company, Unified registration number 40003049409, registered address: 10 Raunas Street, Riga, LV-1039, the insurer in accordance with the law On Insurance Contracts.

**Policyholder** - the Rietumu Banka JSC, which concludes the insurance contract for the benefits of "Rietumu Bank" JSC payment card users.

**You or Client** - a natural person who is the payment card user of "Rietumu Bank" JSC and who is specified in the insurance policy, who has an insurable interest and whose favor is concluded the insurance contract, the Insured in accordance with the law On Insurance Contracts.

**Senior** - a Client of age 75 and over.

**Sum insured** - the amount indicated in the insurance contract for which each insurable interest of Yours is insured to not incur the loss and within which, upon occurrence of the insurable event, we pay out the insurance indemnity. In the civil liability insurance the sum insured is considered the insurance limit indicated in the insurance policy.

**Insurance indemnity** - the amount to be paid out in relation to the insurable event, or payment for services pursuant to the insurance contract.

**Losses (expenses)** - Your direct material losses incurred as a result of an insurable event.

**Medical and repatriation expenses** - the unforeseen medical, transportation and repatriation costs that You incurred in connection with sudden illness, accident or chronic illness exacerbations during traveling.

**Deductible** - a part of the insurance indemnity expressed in percentage or the amount of money that is deducted from the insurance indemnity in the events specified in the insurance contract and/or that is not indemnified.

**Accident** - a sudden, unforeseen event beyond Your control, as a result of which You suffer traumatic damage to the tissues and/or organs due to short-term direct external (mechanical, thermal, chemical, electric) impact. As an accident is not considered abortion, child delivery, surgeries, consequences thereof, medical failures and infection diseases.

**Acute condition** - unexpected and rapid life-threatening decline in the medical condition of Yours, which requires emergency medical aid.

**Sudden illness** - unforeseen, unexpected and rapid deterioration in the medical condition of Yours as a result of an illness, including acute condition of a chronic disease, or accident due to which the emergency medical aid is required.

**Chronic disease** - gradual decline in the internal physiological processes and body functions over a longer period of time. For the purpose of these Terms and Conditions, coronary heart disease, arteriosclerosis, hypertension, stroke, osteochondrosis, spondylosis, asthma, thrombosis, etc. are considered chronic diseases.

**Chronic disease exacerbation** - rapid deterioration in a chronic disease, as a result of which emergency medical aid has to be provided to You.

**Emergency medical aid** - a set of medical services to be provided to You in order to avert a threat to Your life.

**RTA** - an accident within the meaning of the Latvian Road traffic regulations.

**Trip** - Your trip outside Your home country that starts when You leave Your home country by crossing its border and ends when You return to Your home country.

**Country of origin** - Your country of citizenship, Your country of permanent place of residence and the country that has issued You a permanent or temporary residence permit.

**Trip organizer** - a travel agency, tourism operators, carrier, transportation/hotel Service Company, Internet booking system or another legal entity that is a provider of the service related to the trip.

**Carrier** - airline company, sailing company, railway company that carries passengers and/or cargo for commercial purposes in accordance with the law.

**Connected flights** - several consecutive one-direction flights with a change of aircraft to reach the final destination.

**Transit point** - a foreign airport, port, railway or bus station, ferry terminal where it is planned for You to change the vehicle in order to continue the started trip.

**Minimum connection time** - a requirement of each international airport regarding the minimum time difference between the flight arrival and departure to ensure smooth transfer that has to be complied with upon booking and purchasing of the flight tickets provided that the aircraft is changed in this airport.

**Natural disasters** - volcano eruption, flood, earthquake, whirlwind, tornado, tsunami, avalanche or another natural phenomenon, about which as a natural disaster the information is published in mass media.

**Physical work** - work for the performance of which the active skeleton muscle work is required. For the purpose of these Terms and Conditions it is work in construction, agriculture, printing-house, engineering industry, work at height, work related to moving and lifting heavy weights, etc.

**Professional sports** - going in for sports is considered professional if it is Your main occupation or one of the main income sources, as well as if You participate in the European or World Championship.

**European Health Insurance Card or EHIC – EHIC** - a document that confirms the right to receive the required or urgent medical care to the extent as it is provided for the country's population.

**Assistance service** - our partner specified in the insurance policy who helps to arrange the assistance upon occurrence of the insurable event and whose contacts are provided in the insurance policy.

## GENERAL TERMS AND CONDITIONS

### 1. CONCLUSION OF AN INSURANCE CONTRACT AND VALIDITY THEREOF

- 1.1. The insurance contract is valid around the world, except Your country of origin, countries where war has been declared, as well as Arctic and Antarctica.
- 1.2. According to the insurance contract You are insured as long as Your payment card of Rietumu Bank with which You are provided with the insurance remains in force, i.e. until the insurance coverage ends (depending on which circumstances happens first):
  - 1.2.1. On the expiry date of the payment card issued by Rietumu Bank - simultaneously with the card's expiration time;
  - 1.2.2. In the event of closing of Your payment card by either Yours or the Rietumu Bank's initiative - at the moment of closing of the card;
  - 1.2.3. On termination of the insurance policy validity - at the same time the insurance policy is terminated.
- 1.3. The Insurance is valid for multiple trips provided that each individual trip does not exceed maximum of 45 consecutive days, i.e. Insurance does not work with regard to the events that occur on the 46th day of the trip or later. The total

number of the insured days abroad must not exceed 180 days per year.

- 1.4. If at the time of entry into force of the insurance contract, the insured risk has already occurred, the insurance contract is not effective for this insured risk.
- 1.5. Where the insurance policy in Your favor is to be made at a time when You are traveling, the insurance coverage shall take effect after 48 hours from the moment the policy is issued by the Latvian time

## **2. TERMS AND CONDITIONS OF SPORTS AND OTHER INCREASED RISKS INSURANCE**

- 2.1. Sports or other high-risk physical activity is included in the insurance protection on the following conditions:
  - 2.1.1. Where the policy specifies the Recreational activities' risks insurance, the insurance coverage is valid, when You are going into the following sports (other than on a professional level and participating in competitions): aerobics, badminton, bowling, riding a boat or jet ski (inland or coastal waters), dancing, cross-country skiing, fitness, table games, table tennis, golf, yoga, curling, cricket, flying with a balloon (as a passenger), fishing, training in the gym, Nordic walking, orienteering, hiking in the mountains to a height of 3000 meters and without special equipment, paintball, swimming with mask (snorkel), beach volleyball, rafting, cycling, running (except marathon), archery, darts, tennis, water polo, gymnastics, volleyball, floor ball, basketball, skating (including roller blades);
  - 2.1.2. Where the policy includes "Sports", the insurance covers: all Your participating in competitions in sports referred to in p. 2.1.1.; skiing and snowboarding through specially equipped for this purpose slopes; scuba diving up to 30 meters deep, provided that You do not go for this sport in the Arctic Ocean or the adjacent seas; hockey, soccer, water sports (other than those referred to in p.2.1.1.), scooter and quad bike driving, horseback riding, and other activities not mentioned in p.2.1.3.
  - 2.1.3. Insurance coverage does not include: mountain climbing, speleology, motorcycling, downhill mountain biking, heliboarding, BMX, motorcycle driving or riding, flying air aircraft (other than as a passenger in an airplane) or flying devices, underwater swimming or diving deeper than 30 meters, or doing this sport in the Arctic Ocean or its adjacent seas, going in for winter sports outside of specially equipped tracks, skydiving, kickboxing, boxing, bobsleigh, gliding, delta gliding, jumping with the wing suit, paragliding, auto racing, balloon flights (other than as a passenger ), rugby, windsurfing, bobsleigh, expeditions, hunting; sports on amateur or professional level or activity associated with bungee jumping, curve, shunting, with or without acrobatic elements, or negotiating barriers. If in the type of a sport mentioned in paragraph 2.1.1-2.1.2 includes elements of steep turnings, maneuvers, acrobatics, jumps from heights, then the sport is added to specific sports and it is not covered by insurance.

## **3. INSURED RISKS**

According to the insurance contract the risks are insured if they are indicated in the insurance policy.

## **4. YOUR OBLIGATIONS**

- 4.1. Upon occurrence of the insurable event You are obligated as soon as possible to notify us or our Assistance service on the occurrence of the insured risk and take all reasonable measures to minimize the losses and to prevent additional losses.
- 4.2. As soon as it becomes possible, but not later than 30 days after the accident occurrence, to submit to us the insurance application claim regarding Your losses caused by an insurable event, and within 15 days from the date of filing or, if it is not possible due to any reasons then as soon as it becomes possible to present for us, the Insurer, the documents confirming the insured event, its circumstances and the amount of losses.
- 4.3. If You are an EU national then receiving emergency medical assistance of the European Union, European Economic Area or Swiss Confederation national medical institutions, You have to present Your EHIC card. If You do not have the EHIC card, You or Your authorized representative should request the National Health Service or Your home country authority to issue the EHIC card and submit it to the relevant medical authority.
- 4.4. You are obligated to authorize us to access the information provided, including medical records, and if necessary, request additional documents and invite an expert commission. It is Your responsibility to undergo medical examination of an expert that we select to examine the state of Your health, if it is connected with the insurance event.
- 4.5. The above-mentioned fulfillment of obligations is a precondition for the payment of insurance indemnity.

## **5. OUR RIGHTS AND OBLIGATIONS**

In the event of death of the Client we are entitled to request the autopsy, and if it is rejected, we are entitled to reduce the insurance indemnity or to refuse to pay it out.

## **6. DOCUMENTS REQUIRED TO RECEIVE THE INSURANCE INDEMNITY AND THE GENERAL EXCLUSIONS.**

- 6.1. In the descriptive part of each specific risk are defined the documents that You have to submit to us to receive compensation. The additional list of documents, which is the same for the occurrence of any risk, is defined in paragraph 50.
- 6.2. In the descriptive part of each specific risk are defined the exclusions applicable to this risk, but in addition to all the insured risks, the general exclusions are set forth in paragraph 51.

## **INSURANCE OF MEDICAL AND REPATRIATION EXPENSES**

### **7. MEDICAL EXPENSES**

- 7.1. We indemnify medical expenses for the outpatient and/or inpatient emergency medical aid.
- 7.2. The provided inpatient emergency medical aid is paid until repatriation of the patient to the home country becomes

possible, but in any case not longer than 30 days from admission to the hospital.

- 7.3. Medical expenses for surgeries are only indemnified when immediate non-performance thereof can endanger Your life, i.e. it cannot be performed after returning to the home country.
- 7.4. Emergency medical expenses related to pregnancy complications are covered up to a maximum of EUR 1 500 during the insurance period and provided that the pregnancy does not exceed the duration of 32 (thirty two) weeks.
- 7.5. For the same chronic illness exacerbations medical expenses are paid once in the insurance period.
- 7.6. If the insurable event occurs in Turkey, Egypt, Greece or Bulgaria, You are obligated to use the services of the Assistance Service indicated in the policy to arrange assistance by taking into account the recommendations of the Assistance Service to choose a medical institution. Otherwise we are entitled to indemnify the aforementioned expenses only in the amount to be indemnified by us for the services provided in the medical institution recommended by the Assistance Service.

## **8. DENTAL SERVICES**

We cover the expenses for the first emergency dental treatment in case of an acute toothache or tooth injury, dentist consultation, dental radiography necessary for precise diagnosis (except the panoramic radiograph), local anesthesia, opening and cleaning of root canals, temporary dental filling, teeth extraction, painkiller medication.

## **9. MEDICAL TRANSPORT**

We cover the expenses for the emergency medical aid services, rescue services and transport to the medical institution where the first emergency medical aid is provided to You.

## **10. PATIENT'S REPATRIATION**

- 10.1. We indemnify the expenses for Your transportation from the hospital in a foreign country to the hospital in Your country of origin for continuation of treatment if You cannot physically return to Your country of origin and such transportation within the meaning of the terms and conditions is the patient's repatriation.
- 10.2. If it is required by the treating physician's conclusion, we will indemnify for the transport and accommodation costs of the qualified medical specialist, who accompanies You during repatriation.
- 10.3. If, according to the treating physician's conclusion escort is needed during repatriation time, but it can be done by Your family member (or friend) who are traveling with You, then we will cover his/her expenses for reissue of the tickets bought in advance or obtaining new economy class ticket where ticket reissue is not possible.
- 10.4. If in connection with the accident, acute illness or exacerbation of chronic diseases You cannot return to the country of origin, using the pre-purchased ticket, we will bear the cost of the reissued ticket or obtaining the equivalent of economy class ticket if ticket re-issuance is not possible.
- 10.5. If You shall organize transportation referred to in paragraph 10 without our Assistance Services then all the costs should be agreed with us in writing in advance. In this case, we

reimburse the costs within the limits of the amount by which the patient's repatriation could provide our Assistance Service.

## **11. MEDICAL TRANSPORT IN THE COUNTRY OF ORIGIN**

We indemnify the expenses for Your transportation from the airport in Your country of origin to the nearest inpatient medical institution in Your home country that provides medical aid in accordance with Your health condition. The expenses are covered if appointed by the attending doctor of a foreign inpatient medical institution and it follows to Your repatriation.

## **12. TRAVELING EXPENSES FOR THE ARRIVAL OF CLOSE RELATION**

- 12.1. If the Client's hospitalization is required for a period longer than 20 days or in accordance with the attending medical opinion on the health condition of the Client is critical and this does not allow repatriation of the Client, we will indemnify for the Client's family member (or friend) a ticket in economy class in both directions and hotel for the amount stated for this insured risk.
- 12.2. The indemnified expenses for the accommodation services for a family member (or a friend) cannot exceed EUR 50 per day, and no more than 10 days in total.
- 12.3. If the tickets and hotel services are arranged without our Assistance Service then all the costs should be agreed with us in writing in advance.

## **13. CHILD EVACUATION**

We indemnify the expenses for the transport of the child of the aged up to 16, who travels together with You to the child's country of origin if due to Your hospitalization the child has been left without adult supervision.

## **14. MEDICAL AIDS**

We indemnify the expenses for the repair of the medical aids damaged as a result of the accident or acquisition or rent of the medical aids after the accident if You are not physically capable to return country of origin without them.

## **15. REPATRIATION IN THE EVENT OF DEATH**

We indemnify the expenses for the transportation of the human remains of the Client to his or her country of origin. In case the transportation is being arranged without our Assistance Services then all the costs should be agreed with us in writing in advance. In this case we reimburse the costs within the limits of the amount by which the human remains' repatriation could provide our Assistance Service.

## **16. EXCLUSIONS**

Losses are not compensated and events are not recognized for the insured events in cases relating to:

- 16.1. Preventive and follow-up medical treatment, as well as for therapeutic manipulations performed after treatment of the acute condition;

- 16.2. Self-medication and self-diagnosis; losses are not compensated for medicines purchased without a doctor's indications or without a doctor's prescription;
- 16.3. Cosmetic treatments, plastic and reconstructive surgery;
- 16.4. Cardiovascular surgery, coronarography, tissue and organ transplants, vision correction, rehabilitation (Physio procedures, manual therapy, therapeutic exercises, etc.), unconventional treatment methods specified in the Latvian laws and regulations, dentures and prosthetics;
- 16.5. Sudden illness or exacerbation of chronic diseases that started prior to the inception of the insurance policy or before the start of a trip, as well as to cases where, prior to the start of the trip doctors recommended You to avoid traveling;
- 16.6. Higher comfort services;
- 16.7. Services received within the territory of the Russian Federation in private clinics and private medical centers, including the US, German, French medical centers and medical clinics or joint ventures;
- 16.8. Oncological diseases, dialysis, cirrhosis, multiple sclerosis, tuberculosis, regardless of disease stage and health status;
- 16.9. Diseases or conditions caused by HIV virus or AIDS;
- 16.10. Family planning, infertility treatment, childbirth, postnatal care or complications;
- 16.11. Any psychiatric disorders, or mental illness and sexual pathology treatment;
- 16.12. Sexually transmitted diseases;
- 16.13. Hereditary diseases;
- 16.14. Health problems due to mental disorders, mental illness, acute stress reactions, hysteria, epilepsy and other disorders of consciousness.
- 16.15. Losses are not compensated and the insured event is not recognized in the case where at the time of the accident the Client has been under the influence of alcohol, narcotic, psychotropic or other intoxicating substances or the presence of such substances was found in the Client's body during the first medical examination in connection with a sudden illness, accident or chronic disease exacerbations.

## **17. DOCUMENTS THAT YOU HAVE TO PRESENT TO RECEIVE THE INSURANCE INDEMNITY**

- 17.1. Certification of the medical institution that confirms the fact of the accident or illness specifying the full diagnosis, used treatment, examination results that confirm the diagnosis and other received medical services related to the insurable event;
- 17.2. A prescription or a copy thereof according to which the medicinal or medical products have been acquired;
- 17.3. The document confirming payment issued by a medical institution doctor, pharmacy or any other institution/organization that provided aid to You specifying the information about the service receiver (name, surname, birth date) and the service provider (name, registration number, bank details), detailed description of the service, precise name, amount of expenses, service provision date or period (in the event inpatient treatment).

## **TELEPHONE COMMUNICATION EXPENSES INDEMNIFICATION**

### **18. TELEPHONE COMMUNICATION EXPENSES INDEMNIFICATION**

- 18.1. We indemnify the cost of Your phone calls conducted with the aim to contact us and / or our Assistance Service during the trip in connection with the occurred insured event.
- 18.2. In order to receive the indemnity You should submit together with the documents on the insurance event the telephone company's print out.

## **TRAVEL DOCUMENTS INSURANCE**

### **19. TRAVELING DOCUMENTS**

- 19.1. In case during the trip Your passport or identity card (eID) was stolen, robbed or lost we reimburse the costs of:
  - 19.1.1. Obtaining a new document in place of the stolen, abducted or missing document
  - 19.1.2. The necessary additional transport costs (ticket in economy class) and hotel You have incurred abroad in connection with the acquisition of new traveling documents.
- 19.2. In addition, we will indemnify Your losses for renewal and / or replacement of the driving licenses or vehicle registration certificate or obtaining documents where transportation in Your traveling is a road vehicle, but the driver's license or vehicle registration certificate was stolen, robbed or lost.

### **20. EXCLUSIONS**

The following losses are not indemnified:

- 20.1. If You fail to notify a law enforcement authorities of a respective country within 24 hours after the robbery, theft or loss of the travel documents and/or money and does not receive a written confirmation of this notification issued by the law enforcement establishment;
- 20.2. The cause of which is improper keeping of money or travel documents (including not using the safe, when such a possibility exists in the lodging place) or leaving without supervision in a vehicle, at the beach or any other or public place, not guarded place, or giving it for storage to another person (except when the Client is a child aged up to 16);
- 20.3. Relating to the identity card (eID) card attached / included certificate renewal and any kind of loss associated with an electronic service for the card activity restoration;
- 20.4. For the acquisition or reissuing of tickets for the trip to the country of origin;
- 20.5. For the obtaining of new travel documents in the home country in expedited order.

### **21. DOCUMENTS REQUIRED TO RECEIVE THE INSURANCE INDEMNITY:**

- 21.1. In the event of theft, robbery or loss of the travel documents and/or money theft or robbery - a certificate issued by the law enforcement institution confirming that within 24 hours after the theft, robbery or loss of the travel documents and/or money theft or robbery the law enforcement institution was notified thereof and that confirms the fact of the robbery/theft/loss;
- 21.2. Copy of return certificates or temporary travel document issued by Your home country diplomatic or consular representation;
- 21.3. Documents confirming payments for the new traveling documents, the state fee payment, hotel and / or transport services abroad.

## LEGAL EXPENSES INSURANCE

### 22. LEGAL EXPENSES

We indemnify Your expenses incurred during the trip for use of the legal assistance in relation to claims against You of the third parties, if during the trip You have accidentally violated the regulatory enactments of the respective country and as a result caused losses to a third party.

### 23. EXCLUSIONS

The following legal expenses are not indemnified if:

- 23.1. They are incurred due to the driving, rent, use, parking, keeping of the a motor vehicle, including violation of road traffic regulations or when the driver's civil liability sets in;
- 23.2. Legal proceedings at an arbitration tribunal;
- 23.3. They were incurred in relation to Your professional activity, legal employment relationship or any other non- fulfillment of contractual obligations;
- 23.4. Expenses incurred due to legal proceedings related to marriage, heritage or employment legal relationship;
- 23.5. They were incurred due to Your or Your representative's failure to appear at the court, comply with the court judgment or malicious extend of legal proceedings, or due to gross carelessness, or increasing the losses in some other way;
- 23.6. They were incurred due to the insolvency or bankruptcy;
- 23.7. Expenses for the legal assistance provided by the person without relevant qualifications or legal assistance provided by the company in which You hold shares, or in which You work, or with whom You have signed a cooperation agreement will not be reimbursed.

### 24. DOCUMENTS REQUIRED TO RECEIVE THE INSURANCE INDEMNITY:

- 24.1. A copy of the claim filed against You;
- 24.2. The contract with the provider of legal assistance, specifying the reason why the legal assistance has been rendered;
- 24.3. A document confirming the payment for the legal assistance services;

## ACCIDENT INSURANCE

### 25. ACCIDENTS

- 25.1. Disability due to the accident: if You sustain permanent damage to health (disability) within one year after the accident day, we pay out the insurance indemnity that is calculated as percentage (according to the table below) of the total sum insured specified in the Insurance policy for the Accident Insurance risk:

#	PERMANENT DAMAGE TO HEALTH (DISABILITY)	INDEMNITY AMOUNT, %	
		RIGHT*	LEFT*
1.	Shoulder disarticulation	65	60
2.	Elbow disarticulation	60	55
3.	Wrist disarticulation	55	50
4.	Thumb amputation	15	10
5.	Amputation of any other finger	7	5
6.	Above-knee leg amputation	65	60
7.	Knee disarticulation	60	60
8.	Ankle disarticulation	40	40
9.	Big toe amputation	3	3
10.	Any other toe amputation	2	2
11.	Total loss of sight of one eye	50	
12.	Total loss of sight of both eyes	100	
13.	Total loss of hearing of one ear	25	
14.	Total loss of hearing of both ears	100	
15.	Complete loss of speech	50	
16.	Traumatic loss of tongue at the base	50	
17.	Trauma to the nervous system - monoparesis	25	
18.	Trauma to the nervous system - paraparesis, hemiparesis	50	
19.	Trauma to the nervous system - tetraparesis	100	

\* Vise versa for the left-handed persons respectively

- 25.2. If You sustain several permanent disabilities as a result of an accident, the indemnity percentages sum up for each disability.
- 25.3. If the consequences of an accident and the ensuing permanent damage to Your health are result of an illness, injury or disability that are not related to the accident and existed before the accident, the insurance indemnity for the permanent damage (disability) or death is paid out in the amount equal to the amount that would have been applied if the other illness, injury or disability had never existed.
- 25.4. If the accident within one year from the date of the accident results in the Client's death, we will pay the beneficiary or the Client's heirs, who confirmed the succession rights in accordance with the laws and regulations of the Client's country of origin, the amount specified in the insurance policy Accident insurance risk.

### 26. EXCLUSIONS

The following events are not indemnified:

- 26.1. If the personal accident occurs while Your driving a vehicle without having a respective category driver's license;
- 26.2. Any event related to exclusions referred to in paragraph 16.

### 27. DOCUMENTS REQUIRED TO RECEIVE THE INSURANCE INDEMNITY:

- 27.1. A certification of a medical institution that confirms the fact of injury and the diagnosis;
- 27.2. A death certificate, the certification regarding the cause of death and the documents confirming inheritance rights in the event of death of the Insured.

## **CIVIL LIABILITY INSURANCE**

### **28. CIVIL LIABILITY**

- 28.1. Pursuant to these Terms and Conditions the insurance covers Your civil liability that sets in during the trip due to his or her activities or failure to act due to which bodily injuries is caused to a third party or third party's property is damaged and if the written third party's claim regarding loss compensation is submitted to You during the insurance period or within 30 days after the last day of the insurance period.
- 28.2. We pay out the insurance indemnity for one or several insurable events during the validity period of the insurance contract for:
- 28.2.1. Emergency medical aid provided to a third party in terms of these Terms and Conditions that is proved by documents;
- 28.2.2. Third party owned tangible damage to or loss of real value thereof.

### **29. EXCLUSIONS**

The following losses are not indemnified:

- 29.1. If the material item is Your property or Your family members thereof, or is possessed, used or held, managed, supervised, taken over, rented, accepted for sale, etc. by You or family members thereof;
- 29.2. In relation to the damaged caused to Your health or life or to Your relatives thereof;
- 29.3. If it has been caused by an animal that is Your own or is under Your supervision, or that belongs to the person for whom You are responsible according to the law;
- 29.4. While You are going in for sports or expose Yourself to the increased risk that is not insured in accordance with the terms and conditions of the insurance contract;
- 29.5. While You are performing official, economic, professional or commercial activities, as well as while being in any type of employment or contractual relationship;
- 29.6. While You are using any item contrary to the requirements of its user manual;
- 29.7. While You perform construction or demolition work;
- 29.8. While You operate a motor land vehicle, watercraft or aircraft, or any other motor device that by its construction is designed to carry persons or freight, as well as loading/unloading any land vehicle, aircraft or watercraft;
- 29.9. Caused by transmission of infectious diseases;
- 29.10. Related to any kind of contractual penalties, interest, legal interest, fines imposed by the State, municipal or other authorities, unpaid taxes or duties and other payments the payment duty of which ensue from the regulatory enactments or legal transaction.

### **30. ACTIVITIES AND DOCUMENTS REQUIRED TO RECEIVE THE INSURANCE INDEMNITY**

- 30.1. Your obligations are:
- 30.1.1. Notify us in writing of any event, the consequences of which might lead to a claim against You in relation to Your wrongful acts during the trip time as soon as possible;
- 30.1.2. If the investigation is initiated due to the event referred to in Paragraph 28, a court subpoena is served or other legal actions are taken, or You received a complaint or claim - as soon as possible,

to provide us with the respective information and submit the copies of all received documents;

- 30.1.3. To take care of loss prevention or minimization and take all measures to help clarify the circumstances of the event, as well as to submit true and detailed information of the insured risk and loss incurrence circumstances, information and documents required for the loss assessment to us;
- 30.1.4. To partially or completely deny or dissatisfy third party claims regarding Your civil liability of during the trip without receiving a written agreement of us in advance.
- 30.2. If You fail to fulfill or fulfils improperly any of the conditions referred to in Paragraph 30.1, we are entitled to reduce the insurance indemnity or completely refuse to pay it out.

## **LUGGAGE INSURANCE**

### **31. LUGGAGE INSURANCE**

- 31.1. For the purpose of these Terms and Conditions the luggage is: Your suitcases, travel bags, handbags, as well as the contents thereof, if they are the clothing, footwear or personal hygiene items, children strollers or other special carts, souvenirs, sports equipment, if the luggage is registered by the carrier on Your name or Your first degree relative.
- 31.2. The sports equipment within the meaning of this provision is the equipment of the sports covered under the conditions paragraph 2, which as the luggage is insured only on the condition that Your insurance policy specifies that sports activities are insured.
- 31.3. Indemnity for each group of items (for instance, street clothes, footwear, underwear, souvenirs, strollers, etc.) is limited to EUR 250, in turn, for each one item the limit is EUR 150 with respect to sports inventory and baby strollers, these limits do not apply.
- 31.4. With respect to indemnification of Your losses related to the Your luggage risks, we apply the principle of compensation, and the amount of the insurance indemnity is determined as the difference between the losses proved by You and the compensation paid out by the carrier.
- 31.5. In the event of luggage damage or loss or delayed arrival the insurance indemnity is determined on the condition that the risk has occurred due to the fault of the carrier, which is confirmed in writing by the document issued by the carrier.

### **32. LUGGAGE DAMAGE OR LOSS**

- 32.1. In the event of the luggage loss, we indemnify Your losses incurred related to replacement of the lost items with the equivalent items or pays out the insurance indemnity in the amount of the actual value of the luggage, not exceeding the limits of each one item and each one item group and the sum insured specified in the policy for the risks of the luggage damage or loss.
- 32.2. In the event of the luggage damage we indemnify Your losses confirmed by documents for the repair and cleaning of the damaged luggage or, when the damaged luggage cannot be repaired, we indemnify the actual value of the luggage.
- 32.3. The actual value of the damaged or lost luggage is determined based on the market price level on the day of the damage or loss taking into account the reduction in its value, by applying the annual depreciation of 20% for each

year from its acquisition but in total not exceeding 70% depreciation;

- 32.4. When paying out the insurance indemnity for the damaged or lost luggage the previously paid out insurance indemnity for the delayed luggage and the compensation paid out by the carrier is deducted from it.
- 32.5. The luggage damage and loss risk is not valid, if the luggage is registered and delivered to the carrier before the insurance policy takes effect.
- 32.6. If it is indicated in Your insurance policy that doing sports is insured then damage or loss due to the carrier's fault of Your sports equipment is insured and all the above-mentioned conditions are applicable.

### **33. LUGGAGE DELAY**

- 33.1. In the event of the luggage delay we indemnify Your losses incurred when You arrive at the destination place with the luggage delay of 3 hours or more.
- 33.2. In this case, we will indemnify the reasonable expenses confirmed by the documents for the goods of prime necessity, toiletry, clothing corresponding to the local climate of the respective trip destination acquired to replace the personal items in the luggage until the moment the delayed luggage is returned.
- 33.3. If it is indicated in the insurance policy that doing sports is insured, we indemnify the expenses for the rent of the sports equipment till return of the baggage.
- 33.4. Luggage delay risk does not work if the luggage registered and transferred to the carrier's responsibility before the entry into force of the insurance policy, as well as in the case of delay of Your baggage at Your home country.

### **34. LUGGAGE THEFT DURING THE TRIP**

- 34.1. For the purpose of these Terms and Conditions the luggage theft during the trip is the event when during the trip Your luggage is robbed (as a result of the theft or robbery in terms of the Criminal Law of the Republic of Latvia) while being in Your possession.
- 34.2. In this case, we will indemnify for documented purchases made abroad within 48 hours of the theft detection moment with the aim to replace the stolen / abducted luggage items.
- 34.3. If it is indicated in the insurance policy that doing sports is insured we indemnify the expenses for the rent of the sports equipment
- 34.4. Upon occurrence of the risk Luggage Theft You are obligated to notify the respective State law enforcement institution and receive its written confirmation of this fact within 24 hours from the establishment of the fact of the theft/robbery.
- 34.5. Indemnity for the luggage theft or robbery is paid out, if the following security requirements are not violated:
  - 34.5.1. In the living places the luggage was kept in the special closed premises or locked hotel room;
  - 34.5.2. The luggage was not left without supervision in public places;
  - 34.5.3. The luggage was not left in unlocked vehicles. The luggage must be placed in the vehicle in such a manner that it could not be seen by the passers-by and attract attention.

### **35. WINTER SPORTS EQUIPMENT DAMAGE AS A RESULT OF AN ACCIDENT**

- 35.1. If it is indicated in the insurance policy that doing sports is insured and when while being engaged with some of the winter sports, an accident occurs with You resulting in damage to Your own winter sports equipment, we indemnify for repair of the damaged winter sports equipment, or if the damaged equipment cannot be repaired we indemnify the cost of the winter sports equipment in its actual value not exceeding the sum insured specified in the policy for this risk.
- 35.2. Insurance indemnity is paid only on the condition that we will indemnify for medical expenses related to the accident.
- 35.3. The actual value of the winter sports equipment damaged in an accident is determined by the market price at the time of occurrence of the damage applying the depreciation of 20% per annum for each year from the date of purchase, but a maximum of 70% of depreciation.

### **36. EXCLUSIONS**

The following losses related to the luggage are not indemnified:

- 36.1. If the luggage is lawfully delayed, held, arrested or confiscated by the customs and/or another competent State authority;
- 36.2. If the damage to the luggage is caused by You, irrespective of the reason;
- 36.3. If the damages are caused by moths, insects or other pests;
- 36.4. If the damages are caused due to the wear and tear or gradual depreciation of the property;
- 36.5. For the scratched items, including scratched suitcase, sports equipment;
- 36.6. If damages are caused due to the cleaning, painting, repairs or renovation;
- 36.7. Loss of jewelry, precious metals, bijouterie, fragile items, including porcelain, glass and sculptures, works of art, computer equipment, video, audio, photo, mobile telephony or other communication equipment and accessories thereof, glasses, contact lenses, sunglasses, hearing aid, prostheses, medicinal products, musical instruments, furs, carpets and other expensive items in the luggage;
- 36.8. Related to the damage, delay, theft or any loss of value of any documents, money, trip tickets, securities, any card, coupon, media, software carried in the luggage;
- 36.9. Loss of the liquids in the luggage and the damage caused by their leakage to other items in the luggage;
- 36.10. Losses related to the luggage damage, loss, theft or luggage delay during the carriage, if the responsible carrier has not been immediately notified thereof;
- 36.11. Losses related to the luggage theft during the trip, if a law enforcement institution of a respective country is notified thereof within 24 hours after the theft or the robbery and/or a written confirmation of the fact of the luggage theft and/or robbery is not received;
- 36.12. Losses for the luggage theft or robbery, if the requirements and obligations regarding the luggage keeping set forth in these Terms and Conditions have not been complied with;
- 36.13. Losses for the luggage theft from the ski boxes, luggage boxes or bicycle holders for the luggage carriage by cars;
- 36.14. Losses for the luggage or personal effects shipped as cargo with the bill of lading or in the vehicle in which You are not traveling Yourself;
- 36.15. Losses for the luggage that is not owned by You or is not for his or her personal use (except the events, when the

luggage is for the needs and use of the minor child of Yours);

- 36.16. For the damages or theft of the rented sports equipment;
- 36.17. Losses for the illegally carried luggage.

### **37. DOCUMENTS REQUIRED TO RECEIVE THE INSURANCE INDEMNITY:**

- 37.1. In the event of luggage damage or loss:
  - 37.1.1. A copy of the ticket or booking document, boarding pass, bag tag;
  - 37.1.2. A document issued by the carrier that confirms the luggage theft or loss, the paid out compensation and the amount thereof or refusal to pay it out;
  - 37.1.3. In the event of the luggage loss - the list of the lost luggage with time of acquisition;
  - 37.1.4. In the event of luggage damage, in addition:
    - 37.1.4.1. Luggage damage description;
    - 37.1.4.2. The damaged luggage or the photos thereof in the quality that allows to assess the damages;
    - 37.1.4.3. Documents confirming payments for damaged luggage, cleaning and repair, or a new equivalent purchase of luggage if it cannot be repaired.
- 37.2. In the event of the luggage delay:
  - 37.2.1. A copy of the ticket or booking document, boarding pass, bag tag;
  - 37.2.2. The document issued by the carrier that confirms the luggage delay for more than 3 hours with the note about the luggage delivery time and the date;
  - 37.2.3. In the event of the sports equipment delay - documents confirming the payment for the rent of sports equipment;
  - 37.2.4. Payment documents confirming the purchases.
- 37.3. In the event of the luggage theft during the trip:
  - 37.3.1. A certification issued by a law enforcement institution of a respective country that confirms the fact of the theft of the luggage;
  - 37.3.2. Purchases confirming payment documents;
- 37.4. In the event of the Winter sports equipment damage as a result of an accident:
  - 37.4.1. Medical documents confirming the fact of the accident and the diagnosis;
  - 37.4.2. Damaged Winter sports equipment photos in the quality that allows to assess the damages, and the property/item number, mark, model, if such exists;
  - 37.4.3. Winter sports equipment rental or repair (to replace damaged equipment) costs confirming payment documents.

### **TRAVEL CHANGES INSURANCE**

#### **38. AS REGARDS ALL RISKS REFERRED TO IN THIS SECTION, EXCEPT THE DELAY IN A TRIP DUE TO RTA:**

- 38.1. We only indemnify the expenses that You cannot recover in accordance with the terms and conditions of the trip organizer's contract or legislation. First of all You should require the compensation for the not-received services or additional expenses from the trip organizer;
- 38.2. The amount of the insurance indemnity is determined as the difference between the expenses proven by You and the compensation paid out by the trip organizer (organizers) or other third parties.

### **39. TRIP CANCELLATION, INTERRUPTION**

- 39.1. For the purposes of these Terms and Conditions, the trip cancellation is Your losses incurred due to the cancellation of the trip due to the following reasons:
  - 39.1.1. Your or Your parent's, child's or spouse's sudden serious disease, an accident as a result of which the emergency medical aid is provided, following the outpatient treatment lasting at least 10 days, or inpatient treatment of at least 48 hours provided that the aforementioned treatment is continued on the planned trip beginning date;
  - 39.1.2. Upon occurrence of the complications of Your pregnancy or the spouse thereof - provided that the day of conception was after the partial or full payment for the trip and when the aforementioned treatment is continued until the planned trip beginning date and the prohibition to travel is approved by the attending doctor's certification;
  - 39.1.3. Your or Your parent's, child's or spouse's death;
  - 39.1.4. You are summoned to the court hearing as a witness or a victim in accordance with the procedure prescribed by the law of which You are notified after the conclusion of the insurance contract;
  - 39.1.5. Necessity of Your presence in relation to the material damage caused to Your property in Your home country due
- 39.2. Trip interruption within the meaning of the Terms and Conditions is Your need to stop the ongoing trip and return to Your home country for the following reasons:
  - 39.2.1. Reasons referred to in paragraphs 39.1.3 - 39.1.5;
  - 39.2.2. If Your parent, child or spouse during Your trip is hospitalized in Your home country at an inpatient hospital for at least 48 hours;
  - 39.2.3. When traveling by a personal or rented vehicle and the vehicle gets into the road traffic accident, due to which the trip cannot be continued.
- 39.3. The event is considered as an insurable event and the insurance indemnity is only paid out when all of the following conditions are met:
  - 39.3.1. The insurance contract is concluded and the entire insurance indemnity is paid not less than 5 days before the beginning of the trip.
  - 39.3.2. The reason of the trip cancellation/interruption sets in after the conclusion of the insurance contract and could not be foreseen before that;
  - 39.3.3. In the event of trip cancellation the planned trip was cancelled while You are on the territory of Your country of origin, i.e. before the beginning of the trip and the entire planned trip that had already been paid for or the payment was mandatory in accordance with the booking terms and conditions is annulled.
- 39.4. We indemnify:
  - 39.4.1. In the event of the trip cancellation: transport and accommodation expenses paid by You in accordance with the contract closed by the Insured and the trip organizer or that will be paid in accordance with the service provider's service acquisition/reservation terms and conditions (fine for the refusal to use the previously reserved services);
  - 39.4.2. In the event of trip interruption: expenses for ticket reissuing or acquisition of a new economy-class ticket, or the rent of a motor car, depending on which of the aforementioned variants is financially



more advantageous to return to the country where the trip started.

- 39.5. When paying out the insurance indemnity for the trip cancellation or termination the deductible is deducted:
- 39.5.1. EUR 50, if the trip is cancelled by You in at least 48 hours before the beginning of the trip;
  - 39.5.2. EUR 100, if the trip is cancelled by You in less than 48 hours before the beginning of the trip;

#### **40. DELAY IN A TRIP DUE TO RTA**

- 40.1. We indemnify Your following losses, if You arrive in the airport with a delay (i.e. when the check-in for a respective flight is already closed) or late to another public transport for the following reasons:
- 40.1.1. A vehicle, by which You went to the departure point, on the way got into the road traffic accident and it is confirmed by the Road Police certification;
  - 40.1.2. Previously unannounced public transport vehicle, by which You went to the departure point (except taxi), traffic interruptions due to the technical vehicle problems. In such a case the technical reasons must be officially confirmed.
- 40.2. We indemnify the expenses for reissuing the ticket or acquisition of a new ticket for the type of transport equivalent to the missed transport to the previously planned and missed destination of the trip.

#### **41. DELAYED FLIGHT REPLACEMENT**

If Your flights are the first and the only flight when starting the trip delays by 4 or more hours, we indemnify the expenses for the reissuing the ticket or acquisition of a new flight or other alternative transport ticket, if the ticket You bought to reach the destination cannot be reissued.

#### **42. FLIGHT DELAY**

- 42.1. We indemnify Your losses if Your flight is delayed outside Your country of origin due technical condition of the airplane or bad weather conditions for more than 4 hours and if such losses are not covered by the airline.
- 42.2. Losses in the delayed flight places are indemnified for food, alcoholic and soft drinks, hotel and transport from the airport, where the flight was delayed, to the hotel and back.
- 42.3. The expenses are indemnified, if You incurred them during the time period from the planned departure until the real departure, not exceeding the daily amount of EUR 100.

#### **43. DELAYED CONNECTING FLIGHT**

- 43.1. If Your trip consists of several connected flights and one of the flights is delayed due to technical reasons or bad weather conditions and therefore when arriving to the transit point You are late for the next flight (flights), we indemnify Your losses for:
- 43.1.1. Reissuing of the tickets or additional transport expenses - a new economy-class ticket or the expenses of other type of transport, if the missed flight ticket cannot be reissued to reach the destination;

43.1.2. A hotel in the transit point, if due to the objective reasons that are beyond Your control, and You cannot immediately depart to the destination. We indemnify the expenses for the hotel not exceeding EUR 70 per day, but not more than for 3 days during the entire trip.

- 43.2. The risk is valid provided that the flight is operated by a registered airline, regular flight schedules of which are officially published. In the event of disputes, for the determination of the flight date, time and transfer place "Amadeus" or other similar flight booking system is used.
- 43.3. If the previous flight arrives and the next flight departs from the same airport, the insurance indemnity is only paid out, if the time between the planned arrival in the transit point and the departure from the same transit point is more than 2 hours and more than it is required by the international airline minimum connection time regulations.
- 43.4. If the previous flight arrives and the next flight departs from different airports, the insurance indemnity is only paid out, if the time between the planned arrival in the transit point and the departure from another transit point is more than 10 hours and more and the requirements of the connected flights arrival and departure airports regarding the minimum connection time are complied with.

#### **44. DENIED BOARDING**

If Your trip consists of several connected flights and You incur the losses due to the denied boarding in a regular flight organized by a licensed airline due to the lack of free seats and therefore You cannot make it to the next flight that was planned in his or her flight chain, we indemnify the expenses for:

- 44.1. Reissuing of the tickets or
- 44.2. Acquisition of a new economy-class ticket, if the ticket cannot be reissued.

#### **45. EXCLUSIONS**

We will not indemnify the following losses:

- 45.1. In the event of occurrence of the risk of cancellation or interruption of the trip, if:
- 45.1.1. If within 24 hours You have not notified in writing the Trip organizer of the need to cancel the trip and the application for reimbursement the trip cancellation associated costs;
  - 45.1.2. Trip is cancelled in the circumstances referred to in Paragraph 16 of the Terms and Conditions;
  - 45.1.3. Trip is cancelled in connection with an accident that happened to You or Your family member when engaged in any of the sports / activity types referred to in paragraph 2.1.3.
- 45.2. On occurrence of the risk of being late for the trip due to an RTA, if:
- 45.2.1. Your missed flight is not operated by a registered airline or other public transport carrier, schedules and routes of which are published;
  - 45.2.2. You have not tried to arrive at the airport on time using another means of transportation.
- 45.3. Upon occurrence of the risk Delayed Flight Replacement, if:
- 45.3.1. You have not checked-in for a particular flight;
  - 45.3.2. The cause of delay is a natural disaster;
  - 45.3.3. In relation to the replacement of the charter flight
- 45.4. Upon occurrence of the risk Flight Delay, if:
- 45.4.1. You have not checked-in for a particular flight;

- 45.4.2. The flight is arranged as a charter flight;
  - 45.4.3. The flight is not organized by a licensed airline, regular flight schedules of which are published;
  - 45.4.4. You were notified of the flight delay or he or she could know thereof before the conclusion of the insurance contract.
  - 45.5. Upon the occurrence of the risk Missed Connecting Flight, if:
    - 45.5.1. You knew of the changes in the flight schedule or cancellation or could know thereof more than 24 before the planned departure time or conclusion of the insurance contract;
    - 45.5.2. You missed the flight check-in in the determined time in the airport due to his or her own fault;
    - 45.5.3. You failed to check-in;
    - 45.5.4. It is related to the natural disaster;
    - 45.5.5. The flight is delayed or cancelled by the airport management, aviation commission or any State authority;
    - 45.5.6. The flight is not operated by a licensed airline, regular flight schedules of which are published
    - 45.5.7. Upon the occurrence of the risk Denied Boarding, if You failed to check-in for the flight.
- 46. DOCUMENTS REQUIRED TO RECEIVE THE INSURANCE INDEMNITY:**
- 46.1. In the event of trip cancellation:
    - 46.1.1. Documents confirming the payment for trip transport and accommodation services made by You before the commencement of the trip or the payment of which is mandatory in accordance with the booking terms and conditions;
    - 46.1.2. If the trip has been acquired through the tourism agency/operator - the contract regarding the provided tourism service and additional documents (if such exist) that stipulate sanctions for the trip cancellation;
    - 46.1.3. A certification from the trip organizer regarding the amount of the paid out loss compensation or refusal to pay it out;
    - 46.1.4. In the event of Your disease or accident or a relative thereof: certifications (extracts, epicrisis) of the medical institutions. The extract must include the patient's name, surname, date he or she got sick, date or period the medical aid was provided, if the medical aid was provided repeatedly or in an inpatient hospital and the determined diagnosis, as well as the document confirming the degree of relationship (if the relative gets sick or gets into the accident);
    - 46.1.5. In the event of death of the Client or relative thereof: a death certificate, upon our request the document that confirms the cause of death and the consequences thereof, as well as the document that confirms the degree of relationship (if the relative dies);
  - 46.2. In the event of trip interruption:
    - 46.2.1. Your original unused tickets or the confirmation of the purchase of these tickets;
    - 46.2.2. The copy of the purchased new ticket or the boarding pass;
    - 46.2.3. The supporting documents of the transport ticket expenses to return to the home country;
    - 46.2.4. In the event of the disease or accident of Your relative: certifications (extracts, epicrisis) of the medical institutions. The extract must include the patient's name, surname, date he or she got sick, date or period the medical aid was provided, if the medical aid was provided repeatedly or in an inpatient hospital and the determined diagnosis, as well as the document confirming the degree of relationship (if the relative gets sick or gets into the accident);
  - 46.2.5. In the event of death of Your relative: a death certificate, upon request of us the document that confirms the cause of death and the consequences thereof, as well as the document that confirms the degree of relationship (if the relative got sick or died);
  - 46.3. In the event of trip cancellation or interruption, in addition:
    - 46.3.1. If You are summoned to the court hearing: the document of the law enforcement institution confirming it;
    - 46.3.2. If the damage is made to Your property: a certification of a competent authority that confirms the damage made to Your property and the amount thereof;
  - 46.4. In the event of Delay in a Trip Due to RTA:
    - 46.4.1. A vehicle, by which You went to the departure point, on the way got into the road traffic accident - the Road Police certification;
    - 46.4.2. If public transport vehicle by which You went to the departure point (except taxi) had traffic interruptions due to the vehicle technical problems - the official confirmation of this fact
    - 46.4.3. The original ticket to the flight that was missed and the document confirming the payment for it;
    - 46.4.4. A copy of reissued or new flight ticket (or the boarding pass) acquired to reach the destination, or the ticket of another alternative transport and the documents confirming the payment for it.
    - 46.4.5. Documents confirming the payment for expenses for reissuing the ticket or acquisition of a new economy-class flight ticket or another alternative transport ticket to the previously planned and missed flight destination;
    - 46.4.6. When traveling by a personal or rented vehicle and getting into the road traffic accident - the Road Police certification;
  - 46.5. In the event of the Delayed Flight Replacement:
    - 46.5.1. A certification of the airline that confirms the delay of flight and the amount of the paid out compensation or refusal to pay it out
    - 46.5.2. The original ticket to the flight that was delayed and the document confirming the payment for it;
    - 46.5.3. A copy of the reissued or new ticket (or the boarding pass);
    - 46.5.4. Documents confirming the payment for the expenses for reissuing of the ticket or acquisition of a new economy-class flight ticket to the previously planned and delayed flight destination;
  - 46.6. In the event of Flight Delay:
    - 46.6.1. A certification of the airline regarding the flight delay;
    - 46.6.2. Confirmation of check-in for the particular flight (boarding pass);
    - 46.6.3. Documents confirming the expenses for food, drinks, transport from the airport to the hotel and back and the hotel incurred by You during the time period from the planned departure until the actual departure;
  - 46.7. In the event of Missed Connecting Flight:

- 46.7.1. The boarding pass to the flight that is delayed and the original ticket to the missed flight;
- 46.7.2. A certification of the airline regarding the flight delay;
- 46.7.3. Documents confirming the expenses for reissuing the ticket or acquisition of a new economy-class flight ticket or another alternative transport ticket to the previously planned and missed flight destination;
- 46.7.4. The document confirming additional expenses for the hotel in the transit point where the flight was missed;
- 46.8. In the event of Denied Boarding:
  - 46.8.1. A certification of the airline confirming the denied boarding and the paid out compensation or refusal to pay it out;
  - 46.8.2. Confirmation of the check-in for the flight to which the boarding was denied;
  - 46.8.3. Documents confirming the expenses for reissuing of the ticket or acquisition of a new economy-class flight ticket to the previously planned and missed flight destination.

## **THE INSURED PERSON'S REPLACEMENT INSURANCE**

### **47. REPLACEMENT OF THE INSURED**

- 47.1. We reimburse the costs incurred if You need to replace Yourself with another person, so that it uses the intended-for- You and paid before the start of Your trip tourist services (hotel, meals, tours, etc.) abroad in the event that during the trip You get into the hospital in connection with sudden illness, accident or chronic disease exacerbations, and Your hospitalization will last more than 14 days or in the case where by the physician's written instructions patient transportation to Your home country is organized for You, therefore You Yourself cannot use these services.
- 47.2. Business payment card users: Your employer (legal entity) due to the need to replace You with another person for their job functions abroad, if You are not able to perform due to hospitalization for more than 3 days or Your transportation to the home country due to Your sudden illness or death.
- 47.3. We indemnify ticket reissuing or acquisition of new tickets (in economy-class both ways, if the ticket cannot be reissued) with the name of the person specified by You or Your employer so that this person could use the intended-for- You tourism services or continue performing Your job duties. The expenses are indemnified if they are agreed upon with us in writing in advance.

### **48. DOCUMENTS REQUIRED TO RECEIVE THE INSURANCE INDEMNITY:**

- 48.1. A certification of a respective medical institution (indicating the diagnosis) that confirms the necessity of Your hospitalization or repatriation or, in the event of death of the Client - a copy of the death certificate;
- 48.2. Original unused tickets of the injured Client or the confirmation of the purchase of these tickets;
- 48.3. Copies of the tickets acquired for the replacing person or the boarding passes;
- 48.4. Copies of the employment contracts of the Client and the replacing person with the employer of the Client;

- 48.5. An application of the employer indicating the replacing person's data and the justification of the replacement, specifying the significance of the interrupted business trip task unfulfilled by the Client.

## **INSURANCE INDEMNITY**

### **49. PAYMENT OF THE INSURANCE INDEMNITY**

- 49.1. We pay out the insurance indemnity to:
  - 49.1.1. You or another person You have authorized thereby, if they paid for the service themselves;
  - 49.1.2. The service provider based on the submitted payment document;
  - 49.1.3. Another person who is entitled to receive the insurance indemnity in accordance with the terms and conditions of the insurance contract or the regulatory enactments.
- 49.2. We make a decision regarding payment of the insurance indemnity or refusal to pay out the insurance indemnity within 15 days after receiving all documents requested by us.
- 49.3. Payment of the insurance indemnity, except for accident insurance risk, is subject to the principle of compensation for indemnification for the losses You incurred as results of an insurable event.
- 49.4. The paid out insurance indemnity cannot exceed Your losses caused due the insurable event that are applicable to the property of Yours or the items or services used for personal needs of Yours, except the event, when it is prescribed otherwise in the risk protection description.
- 49.5. When paying out the insurance indemnity for one or several events and insured risks during the validity period of the contract, the indemnity cannot exceed the sum insured for the risk and the total sum insured for all insured risks determined for You in the insurance contract.

### **50. DOCUMENTS REQUIRED TO RECEIVE THE INSURANCE INDEMNITY**

- 50.1. To receive the insurance indemnity You have to submit the following documents to us:
  - 50.1.1. A written insurance claim regarding the occurred insurable event upon our request;
  - 50.1.2. Originals of all receipts or bills or scanned copies thereof (producing the originals upon our request) that contain information about the service recipient (name, surname, birth date) and the service provider (name, registration number, bank details), exact description of the service and the amount thereof, service provision date or period (in the event of hospitalization);
  - 50.1.3. Originals of all documents of respective authorities or scanned copies thereof (producing the originals upon our request) that confirm the occurrence of the insurable event and the amount of losses;
  - 50.1.4. The documents specified in other respective sections and paragraphs of these Terms and Conditions and the documents additionally requested by us in order to determine the insurable event circumstances and the amount of risk or losses;
- 50.2. When receiving the insurance claim by phone, we inform You about the required documents to be submitted for the

examination of the insurance claim and making a decision regarding the receipt of the indemnity.

## **51. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THESE TERMS AND CONDITIONS**

- 51.1. We do not indemnify the losses and the following events are not considered an insurable event:
- 51.1.1. If any of the documents listed as to be submitted to these Terms and Conditions or any of the additional requested is not submitted
  - 51.1.2. If the event does not meet the risk definition and description in accordance with these Terms and Conditions;
  - 51.1.3. For any loss that is incurred in causal relationship to the health problem referred to in Paragraph 16 of these Terms and Conditions;
- 51.2. Which direct or indirect cause is:
- 51.2.1. Military operations, invasion, foreign enemy activities (with or without declaration of war), rebellion, civil war, military or usurped authorities, mass riots, strike, revolution, revolt, demonstrations, terrorism or losses directly or indirectly incurred in relation to any measures to prevent all incurred or potential losses caused due to the terrorism;
  - 51.2.2. Ionizing radiation, radioactive intoxication, radioactive pollution;
  - 51.2.3. Evil intent, gross negligence or illegal activity of Yours, Policyholder or another person interested in receiving the insurance indemnity;
  - 51.2.4. If You due to evil intent or gross negligence failed to take all required measures to prevent and minimize the losses.
  - 51.2.5. Suicide, attempt to commit the suicide; exposing him- or herself to extreme danger, except the event of rescuing a human life;
- 51.3. Related to:
- 51.3.1. Losses/damages caused by force majeure circumstances;
  - 51.3.2. Losses/damages caused by natural disasters,
  - 51.3.3. Lost profit;
  - 51.3.4. Pandemic or epidemic, infection disease caused by unknown agent, swine flu, avian flu and diseases that have not been discovered and known in the world when signing the insurance contract and as a result of other similar events prescribed in the insurance contract;
- 51.4. If You are:
- 51.4.1. Being lawfully arrested or imprisoned;
  - 51.4.2. Participating in hunting and using firearms, pyrotechnics or similar explosive material devices;
  - 51.4.3. Getting involved or participating in active military service operations or training where the military equipment is used, fulfilling professional and/or voluntary duties in the Police, Border Guard, Fire and Rescue Service, Home Guard or any other paramilitary organization or formation;
  - 51.4.4. Working not on the shore (for instance, any type of platforms in the sea/ocean, including oil extraction platforms), any kind of underground or mountain mines, facilities producing ammunition or explosives; nuclear reactors; decompression cameras; performing stevedoring works, working with toxic substances;

- 51.4.5. Flying with any aircraft or flying devices (including unpowered) otherwise than as a passenger on-board of an aircraft of a licenses airline (registered as the passenger carrier by a certain route);
  - 51.4.6. Sailing otherwise than as a passenger on a vessel that is registered as a passenger carrier by a certain route;
- 51.5. By You (except the events, when the parties agree upon that specially and a respective note is made in the insurance policy):
- 51.5.1. Performing physical work in terms of these Terms and Conditions;
  - 51.5.2. Participating or preparing for sports or increased risk activity (including motor vehicle) competitions, taking into account that the participation in the sports competitions starts at the moment of a participant's registration.

## **OTHER TERMS AND CONDITIONS**

### **52. FINAL PROVISIONS**

- 52.1. The policyholder is obligated to inform the client that he is insured and to inform the customer of this insurance contract provisions.
- 52.2. You should thoroughly familiarize Yourself with the concept of the self risk as defined in these terms and conditions and if You have any uncertainty or doubt, about how the self risk influences Your interests, please contact us.
- 52.3. When paying out the insurance indemnity, we accept Your right to claim against the person who is responsible for the loss for the amount of the insurance indemnification.
- 52.4. We will investigate Your complaints or claims submitted in writing and provide a written response within 30 days upon receiving the complaint or claim.
- 52.5. Any insured risks, which are contrary to or incompatible with the trading restrictions, prohibitions or other kinds of sanctions imposed by the United Nations, the European Union or the United States of America are excluded from insurance coverage at the moment such trading restrictions, prohibitions or other forms of sanctions are imposed.
- 52.6. You agree that we, as the system manager and operator of personal data processing and / or transfer to a third party for processing Your personal data (including sensitive data and personal identification (classification) codes) to ensure the proper implementation of the insurance contract. We have the right to provide information about You obtained in the course of insurance associated with the insurance contract conclusion and performance to our parent company and the group of companies included therein. You authorize us and our Assistance service to request and receive from other entities (including medical personnel, medical institutions, etc.) the information about Your health status, received medical assistance and other information needed for clarification of a possible insurable event circumstances or verification of the provided information.
- 52.7. You agree to Your processing of personal data, including transfer of personal data for processing to a third party, in order to provide You with the information about us and our business partners, or services provided for the purpose of market and public opinion research. You have the right to opt out of receiving commercial communication and to prohibit the use of Your personal data for the market and public opinion research.

- 52.8. Our activity as the insurer is supervised by the Financial and Capital Market Commission at 1 Kungu Street, Riga, LV-1050, Latvia.
- 52.9. The entire insurance contract related notices and applications You have to submit in such a form and manner, so that we can identify the sender of the notification or application.
- 52.10. Our notices and information shall be sent to Your latest known address, which You have provided. If You change Your postal address without informing us, all the notifications are considered received on the 5 (fifth) day after the consignment to the post office. If You have informed us of Your e-mail address and telephone number, we have the right to send our notices to Your specified e-mail address and telephone number, and in this regard, You are aware that e-mail is not always considered to be a secure way to exchange information and agree not to raise any objections to us in relation to sending the information (including Your data and other confidential information) via e-mail.
- 52.11. During the insurance contract period we communicate with You in Latvian, as well as respond to Your requests, expressed in Latvian, English or Russian.
- 52.12. To regulate the relationship resulting from the insurance contract is applied the law 'On Insurance Contracts', the Civil law of the Republic of Latvia and other legislation of the Republic of Latvia.
- 52.13. You have the right to lodge a complaint before the Ombudsman of the Latvian Insurers Association, if required by the Ombudsman Rules of Procedure. With the Latvian Insurers Association approved " The order in which the Latvian Insurers Association Ombudsman investigates customer complaints Insurers (Regulations) " is available at [www.laa.lv](http://www.laa.lv) website.
- 52.14. All disputes related to the insurance contract shall be settled by negotiation. If no agreement is reached, the dispute shall be settled at a court of law of the Latvian Republic according to the legislation of the Latvian Republic.
- 52.15. Latvian version of the present Conditions prevails over translations.