



# Travel insurance terms and conditions No12.5

Effective as of April 1, 2019

## 1. Terms and Definitions

Terms used in these Terms and Conditions but not explicitly defined herein, shall bear the same meaning as defined in the General Insurance Terms and Conditions of ADB "Gjensidige" Latvian branch.

- 1.1. **Accident** – a sudden and unexpected event that is beyond the Insured's control and that may be acknowledged as an insurable event.
- 1.2. **Insurance Coverage** – all insurable risks included in the Insurance Contract. Insurance Coverage is valid only during the particular travel and with regard to the risks listed in the Insurance Contract.
- 1.3. **Insurance period** – validity period specified in the Insurance Contract. The Parties shall determine the period of validity based on the time zone of the Republic of Latvia.
- 1.4. **Material Losses** – direct losses incurred by the Insured, which are subject to compensation according to the Insurance Contract before withholding of the Deductible. Indirect losses and unearned income shall not be compensated.
- 1.5. **Home Country** – a country whose citizen (national) the Insured is or a country which has issued a residence permit to the Insured.
- 1.6. **Foreign Country** – any country other than Home Country.
- 1.7. **Travel** – a trip made by the Insured for a definite period of time outside of the Home Country or the Republic of Latvia. The Travel shall be deemed to start as of the moment when the Insured leaves the Home Country or the Republic of Latvia by crossing a border of the respective country, and shall be deemed to end at the moment when the Insured returns from the Travel and crosses the border of the Home Country or the Republic of Latvia.
- 1.8. **Purpose of Travel** – the Insured's intention to perform certain activities during the Travel stated in the Insurance Contract. The Purpose of Travel may be: leisure trip, business trip or educational trip.
- 1.9. **Europe** – for the purposes of these Insurance Terms and Conditions it shall mean: Albania, Andorra, Great Britain, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, the Czech Republic, Denmark, Egypt, France, Greenland, Greece, Georgia, Croatia, Ireland, Iceland, Italy, Cyprus, Kosovo, Estonia, Lithuania, Liechtenstein, Luxembourg, Macedonia, Malta, Morocco, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Finland, Spain, Switzerland, Turkey, Ukraine, Hungary, Germany, the Vatican, Sweden, the Russian Federation, Tunisia, Kazakhstan, Tajikistan, Turkmenistan, Kyrgyzstan, Uzbekistan, and the following islands with political affiliation: the Balearic Islands (Spain), the Faroe Islands (Denmark), Gibraltar (Great Britain), the Hebrides (Great Britain), Jan Mayen Island (Norway), the Canary Islands (Spain), Corsica (France), the Isle of Man (Great Britain), the Channel Islands (Great Britain), the Orkney Islands (Great Britain), Sardinia (Italy), the Shetland Islands (Great Britain), Sicily (Italy), the Svalbard Islands (Norway), the Isle of Wight (Great Britain).
- 1.10. **Type of Insurance Contract** – for the purposes of these Terms and Conditions the Type of Insurance Contract determines Insurance Coverage, Insurance Period, trip length, as well as the permissible period of a continuous stay abroad by the Insured. The Type of Insurance Contract shall be specified in the Insurance Contract. The following Types of Insurance Contract may be specified in the Contract:
  - 1.10.1. **Travel Insurance** – insurance of a single uninterrupted trip.
  - 1.10.2. **Annual Multiple Travel Insurance** – includes multiple travel insurance where the length of a single uninterrupted trip does not exceed 45 consecutive calendar days, and the total Insurance Period is one year.
  - 1.10.3. **Limited Term Multiple Travel Insurance** – includes multiple travel insurance within the territory specified in the Insurance Contract, not exceeding the Insurance Period, trip length and the number of consecutive calendar days of a single uninterrupted trip specified in the Contract.
  - 1.10.4. **Professional Driver Insurance** – includes multiple travel insurance while carrying out professional activity within the territory specified in the Contract, not exceeding the Insurance Period, trip length and the number of consecutive calendar days of a single uninterrupted trip specified in the Contract.
- 1.11. **Sports** – physical activities during the Travel. Sports shall be included in the Insurance Coverage to such extent as stated in the Insurance Agreement. Sports insurance includes the following types of activities:
  - 1.11.1. **Leisure Activities** – except extreme leisure activities, it shall mean participation in activities of an increased risk during the Travel that are not planned in advance and do not last longer than one or two days: aerobics, archery, badminton, beach volleyball, bowling, canoeing, caving, cross-country skiing, video games, cricket, curling, cycling, dancing, darts, fencing, fishing, fitness, golf, gymnastics, horse riding, Nordic walking, paintball, picigin, polo, roller skating, roller skiing, rowing, shooting, snorkelling, table games, sumo, swimming, table tennis, tennis, mountain climbing (up to the height of 1500 m without a special equipment), water polo, yoga, driving a motor vehicle (quad bike, motorbike or scooter with the engine capacity of up to 125 cm<sup>3</sup>). If the Insured is planning to participate in regular trainings or competitions in respect of the types of sports listed herein, Insurance Coverage shall be valid only if the Amateur Sports is specifically noted in the Insurance Contract.
  - 1.11.2. **Extreme Leisure Activities** – high risk activities, for example, driving a motor vehicle (with the engine capacity of above 125 cm<sup>3</sup>), rock climbing, cave diving, diving deeper than 10 m, kiteboarding, kitesurfing, rafting, parachuting from fixed objects, wingsuit flying etc., during which the Insured is exposed to a high risk of getting injuries or traumas.
  - 1.11.3. **Amateur Sports** – sports activities in which the Insured engages with or without an individual training programme, or as part of a team, with a purpose of preparing for and participating in sports competitions.
  - 1.11.4. **Winter sports** – sports activities on mountain skis, a snowboard or a snow bike in the places (trails) specially designed and prepared only for this purpose.
  - 1.11.5. **Professional Sports** – sports activities in which the Insured engages based on an agreement and for an agreed payment with a purpose of preparing for and participating in sports competitions.
- 1.12. **Leisure Trip** – a trip made with a purpose of having a rest, that is not related to physical work.
- 1.13. **Business Trip** – a trip with a purpose of working abroad, including business travel or voluntary work. If a Business Trip is related to light or heavy physical work, it shall be specifically noted in the section "Purpose of Travel" of the Contract by specifying the following:
  - 1.13.1. **Light Physical Work** – any activity that requires a moderate physical effort (for example, agricultural work, customer service, office cleaning, interior works, driving a vehicle);
  - 1.13.2. **Heavy Physical Work** – any activity that requires an increased or huge physical effort (for example, work related to moving and lifting heavy objects, working at heights, construction, metal working, engineering, woodworking).
- 1.14. **Educational Trip** – a trip with a purpose to study at an educational institution based on the agreement concluded between the Insured and such educational institution.
- 1.15. **EHIC** – the European health insurance card that certifies the right of the residents of the European Union member states, as well as the residents of Norway, Liechtenstein, Iceland and Switzerland, to receive during their temporary stay in any of these countries the publicly funded emergency or essential medical assistance to the same extent as it is ensured for the residents of the respective country.
- 1.16. **Chronic Disease** – an illness that persists for a long time and recurs periodically regardless of whether or not such health condition has been diagnosed before embarking on a trip.

- 1.17. **Exacerbation of a Chronic Disease** – a sudden emergence of the symptoms characteristic to the Chronic Disease that had not manifested before embarking on a trip, as a result of which the Insured needs emergency medical assistance.
  - 1.18. **Emergency Medical Assistance** – assistance provided to the victim (ill person) in a condition that is critical to his/her life or health to prevent further radical worsening of the Insured's health condition and/or danger to the his/her life.
  - 1.19. **Hospitalization** – admission of the Insured to a medical institution in case of a sudden, life-threatening illness or an Accident, which requires Emergency Medical Assistance to perform clinical examination or surgery.
  - 1.20. **Pandemic** – an epidemic of infectious disease that has spread through human populations across a large territory, such several countries, continents or worldwide.
  - 1.21. **Natural Disaster** – a sudden event that is beyond the person's control and action, and causes widespread destruction to the nature and constructions, huge financial losses, obstructing the traffic of all types of transport, and during which harm may be caused to human life, health or physical condition.
  - 1.22. **Relative** – parents, children (including spouse's children), a spouse, adopted children and adoptive parents, stepfather, stepmother, grandparents and grandchildren, siblings, foster parents and foster children of the Insured.
  - 1.23. **Baggage** – the Insured's pieces of baggage and their contents that have been checked in, handed over to and handled by the transport services provider (carrier).
  - 1.24. **Piece of Baggage** – a separate bag, suitcase, handbag etc., as well as prams or other special needs chairs. Within the meaning of these Terms and Conditions, a Piece of Baggage shall not mean sports equipment and musical instruments.
  - 1.25. **Sports Equipment Insurance** – compensation approved by the Insurer for financial expenses incurred by the Insured during the Travel due to delay, damage or loss of the sports equipment during its transportation, or its theft at any other time when it is not being transported. The sports equipment shall be deemed the Insured's personal sports equipment (one piece) which has been checked in during the Travel and handed over to the transport services provider (carrier).
  - 1.26. **Accident** – harm caused to the Insured's health or life (trauma, irreversible disability or death) and/or financial losses caused during the Travel as a result of external factors beyond the Insured's control.
  - 1.27. **Trauma Caused by an Accident** – harm caused to the Insured during the Travel that has been medically approved immediately but no later than within one month following the day of occurrence of an insurable event.
  - 1.28. **Irreversible Disability Caused by an Accident** – harm caused to the Insured's health during the Travel that has resulted in irreversible disability of the Insured approved by the State Commission for the Assessment of Health Condition and Working Ability, which the Insured has acquired no later than within one calendar year after the Accident that has occurred during the Travel.
  - 1.29. **Death Caused by an Accident** – harm caused to the Insured's health during the Travel that has resulted in the death of the Insured.
  - 1.30. **Third Party Liability** – compensation of sudden and unexpected losses caused as a result of the Insured's action or inaction during the Travel in connection with the harm caused to the third party's health, life or property if the Insured according to the effectual laws and regulations in the visited country bears civil liability for the harm caused to the third party's health, life and property.
  - 1.31. **Medical Treatment Expenses** – compensation of expenses incurred by the Insured during the Travel as a result of emergency medical assistance, or compensation of unexpected medical treatment expenses.
  - 1.32. **Repatriation Expenses** – a medically justified compensation approved by the Insurer for the expenses of medical repatriation of the Insured or transportation of his/her human remains or transportation of the Insured's child with an accompanying person to the Republic of Latvia or Home Country.
  - 1.33. **Transit Point** – a foreign airport, port, train station, coach station, or ferry terminal where the Insured is supposed to change to another means of transport to continue the Travel.
  - 1.34. **Transit** – a definite period of time between arrival by one type of transport and departure of the next type of transport that is necessary for the Insured to change to another means of transport for the trip, for which a ticket was bought before embarking on the Travel.
  - 1.35. **Travel Documents** – compensation approved by the Insurer for financial expenses incurred by the Insured due to renewal of the passport, ID card and/or driving licence and/or obtaining substitute documents thereof.
  - 1.36. **Flight Delay** – compensation approved by the Insurer for financial expenses incurred by the Insured as a result of the delay of departure or arrival of a regular flight for which the Insured has checked in, due to weather conditions, technical condition of the plane or repair works at the airport.
  - 1.37. **Translation Services** – compensation approved by the Insurer for financial expenses incurred by the Insured during the Travel for translation of the documents issued by public authorities in relation to renewal of the Travel Documents, and the Legal Expenses thereof.
  - 1.38. **Legal Expenses** – compensation approved by the Insurer for financial expenses incurred by the Insured during the Travel for the legal assistance services.
- ## 2. Insured Risk
- 2.1 Risks listed in these Terms and Conditions shall be insured only if they are specified and noted in the Insurance Contract.
  - 2.2 According to these Terms and Conditions, the following risks can be insured:
    - 2.2.1 Medical Treatment Expenses
    - 2.2.2 Repatriation Expenses
    - 2.2.3 Trauma, Irreversible Disability or Death Caused by an Accident
    - 2.2.4 Third Party Liability
    - 2.2.5 Delay, Damage, Loss or Theft of Baggage
    - 2.2.6 Trip Cancellation
    - 2.2.7 Missed Transit
    - 2.2.8 Travel Documents
    - 2.2.9 Flight Delay
    - 2.2.10 Translation Services
    - 2.2.11 Legal Expenses
    - 2.2.12 Sports Equipment Insurance
  - 2.3 Inclusion of the risk listed under Clause 2.2.2 in the Insurance Contract is mandatory.
- ## 3. Medical Treatment Expenses
- 3.1 The Insurer based on the principle of compensation shall indemnify Medical Treatment Expenses of the Insured in respect of:
    - 3.1.1 acute illness;
    - 3.1.2 Accident;
    - 3.1.3 sudden exacerbation of a chronic disease due to which Emergency Medical Assistance is required;
    - 3.1.4 dental assistance in case of acute dental pain or dental trauma.
  - 3.2 The Insurer shall indemnify Medical Treatment Expenses:
    - 3.2.1 only until the moment when the Insured is able to return to the Republic of Latvia or the Home Country on his/her own, or when the Insured may be transported and his/her life is not endangered in the beginning of the transportation. The Insurer and the attending physician of the respective medical institution shall agree on the treatment period outside of the Home Country and the moment of repatriation taking into consideration medical indications;

- 3.2.2 if the Insured is urgently hospitalized due to acute worsening of his/her health condition in case of exacerbation of a chronic disease. The Insurer shall cover expenses for the provided first aid emergency medical services but no more than for 7 (seven) inpatient days and not exceeding Indemnity limit of EUR 1000 (one thousand euros);
- 3.2.3 for a surgical operation if such is necessary to provide emergency medical assistance and may not be performed in the Home Country after medical repatriation since postponement of it may endanger the life of the Insured;
- 3.2.4 for medication prescribed by a physician and used in the treatment, which is specified in the outpatient card or on a prescription issued by a physician;
- 3.2.5 for dental treatment in case of acute pain or dental trauma, with Indemnity limit of up to EUR 200 (two hundred euros) that includes dentist consultation, X-ray examination, anaesthesia, starting the root canal treatment, or tooth extraction;
- 3.2.6 in case of acute pregnancy complications, however, not exceeding Indemnity limit of EUR 1000 (one thousand euros), if the pregnancy period at the end of the Travel is less than 32 (thirty) weeks and the pregnant woman can present a reference from her attending physician allowing her to travel that has been issued no earlier than 10 (ten) days before the beginning of the planned Travel. Such reference is not required in case of Travel by road transport;
- 3.2.7 for the purchase or rent of a temporary required medical product or an assistive device prescribed by a physician (for example, crutches, wheelchair, orthosis), however, not exceeding Indemnity limit of EUR 300 (three hundred euros) per event;
- 3.2.8 for transportation expenses to the medical institution in order to provide Emergency Medical Assistance to the Insured;
- 3.2.9 for travel expenses (economy class return ticket) for a qualified medical specialist or Relative if such presence during transportation of the Insured is necessary in accordance with the attending physician's conclusion and has been approved by the Insurer in writing before such transportation;
- 3.2.10 for travel expenses (economy class return ticket) for one Relative of the Insured and hotel accommodation (up to 4 (four) days not exceeding Indemnity limit of EUR 50 (fifty euros) per day), in case the Insured's health condition according to the attending physician's conclusion is critical and such expenses have been approved by the Insurer in writing before leaving Latvia;
- 3.2.11 for phone call expenses incurred as a result of and in connection with occurrence of the risk of Medical Treatment Expenses, but not exceeding Indemnity limit of EUR 30 (thirty euros);
- 3.2.12 for medical expenses related to the use of a hyperbaric oxygen chamber, with Indemnity limit of EUR 1000 (one thousand euros).
- 3.3. If the Insured has covered his/her Emergency Medical Expenses in the amount exceeding EUR 500 (five hundred) out of his/her own pocket in a country where such expenses are covered by the EHIC, the Insured shall before submission of an insurance claim consult the National Health Service of the Republic of Latvia or an equivalent authority with a request to compensate expenses thereof. The Insured shall contact the Insurer only after the National Health Service of the Republic of Latvia has made a decision, and the Insurer shall compensate the difference based on the set limits.
- 3.4. When compensating expenses specified in Clause 3.2 of these Terms and Regulations, a Deductible in the amount of EUR 100 (one hundred euros) shall be applied for each insurable event for the Insured who is less than 1 (one) year old or older than 75 years.
- 3.5. The Insurer shall indemnify Medical Treatment Expenses until the moment when the Insured has been transported to the Republic of Latvia or Home Country, however, not exceeding 30 (thirty) days after expiry of the Insurance Period.
- 3.6. **Further to the general exceptions listed under Clause 15, the Insurer shall not indemnify expenses:**
- 3.6.1 if such expenses are covered by the EHIC or according to any other regulations of the European Union in respect of health insurance;
- 3.6.2 if the Purpose of Travel of the Insured is to receive medical assistance;
- 3.6.3 if before embarking on a Travel the Insured knew or he/she could predict that he/she would need medical assistance during the Travel;
- 3.6.4 for preventive measures and medical treatment related to illnesses which the Insured has had prior to the Travel;
- 3.6.5 for medical treatment related to oncological diseases, diabetes, dialysis;
- 3.6.6 for psychiatric, psychotherapeutic and sexopathologic treatment, for treatment of the sexually transmitted diseases, HIV/AIDS, alcoholism, drug addiction, toxic addiction;
- 3.6.7 for worsening of the health condition and treatment as a result of the use of alcohol, psychotropic, narcotic or other intoxicating substances;
- 3.6.8 for treatment of infectious diseases, in respect of which epidemiologists recommend to undertake vaccination, except when a full course of vaccination has been received;
- 3.6.9 for permanent medical assistive devices (prosthetic appliances, wheelchairs etc.);
- 3.6.10 for medical treatment expenses after returning to the Republic of Latvia or Home Country;
- 3.6.11 if the Insured is diagnosed with being under the influence of alcohol, narcotic, psychotropic or other toxic substances;
- 3.6.12 for services related to family planning and treatment of infertility;
- 3.6.13 for medical services related to pregnancy, including termination of pregnancy, abortion, labour and postpartum complications except emergency assistance referred to in Clause 3.2.6;
- 3.6.14 related to medical rehabilitation, cosmetic treatment, plastic surgery, transplantation of tissues and organs, prosthetics (including production, purchase and repair of prosthetic appliances), cardiovascular surgeries, alternative treatment methods;
- 3.6.15 for medication prescribed by a physician, which the Insured had to use to cure the illness that was diagnosed before Insurance Contract came into effect;
- 3.6.16 for medication that is not specified in the outpatient card or on a prescription issued by a physician;
- 3.6.17 for vitamins, homeopathic remedies, food supplements;
- 3.6.18 incurred in the territory of the Russian Federation while visiting local and international private clinics and medical centres;
- 3.6.19 for deluxe and special services;
- 3.6.20 for surgical operations that are not required as a part of the emergency medical assistance, including joint surgery (arthroscopy or any other), for example in case of damage to the meniscus or cruciate ligaments of a knee;
- 3.6.21 if the Insured or his/her relatives have unilaterally, at their own discretion and without prior approval by the Insurer, changed the medical institution;
- 3.6.22 if the Insurer and the attending physician of the respective medical institution have not agreed on (approved) the medical treatment and its length outside of the Home Country, and also on the transportation and/or repatriation of the Insured;
- 3.6.23 if the Insured fails to observe instructions given by a physician;
- 3.6.24 for hospitalization after the 30th day or after the moment of returning to the Home Country;
- 3.6.25 for treatment of chronic or congenital diseases, except if such treatment is required within the scope of emergency medical assistance referred to in Clause 3.2.2.
- #### 4. Repatriation Expenses
- 4.1. The Insurer shall organize repatriation and shall cover Repatriation Expenses if such actions and costs have been approved by the Insurer and:
- 4.1.1 repatriation of the Insured is medically justified;
- 4.1.2 after hospitalization or out-patient treatment of the Insured, he/she is not physically capable to return to the Home Country on his/her own;

- 4.1.3 due to the hospitalisation of the Insured the expected departure time from the respective country where an Accident happened, has been missed, or it is necessary to return to the Home Country by other means of transport;
- 4.1.4 they are related to the return of a child (under the age of 18) who travelled together with the Insured, and his/her attendant to the Home Country, if the Insured person cannot return from the Travel in the expected time due to medical reasons. The Insurer shall cover expenses for transportation of the accompanying persons and the child to the Home Country by a private motor vehicle by compensating fuel costs or an economy class return ticket for the accompanying person and a one-way ticket for the child travelling by the scheduled public transport;
- 4.1.5 such expenses are connected with the necessity for the Policyholder who is the Insured's employer to substitute the Insured with another employee for fulfilling Insured's job duties if the Insured is unable to continue fulfilling the job duties due to hospitalization which lasts longer than 3 days or repatriation to his/her Home Country if that has occurred as a result of any event listed under Clause 3.1.1, 3.1.2 or 3.1.3. The Insurer shall pay for an economy class public transport return ticket for another person specified in writing by the Policyholder;
- 4.1.6 health condition of the Insured allows for medical repatriation to continue treatment in the Home Country.
- 4.2 The Insurer shall organize transportation to the Home Country taking into consideration the Insured's health condition and medical indications determined by the attending physician, as follows:
- 4.2.1 by means of the scheduled public transport or a private motor vehicle, or the scheduled flight, covering expenses for:
- 4.2.1.1 the change of the ticket purchased in the Home Country if the ticket has not expired and such change is permitted by the terms and conditions of the ticket;
- 4.2.1.2 purchasing a new economy class ticket if the change of the previously bought ticket is not allowed or the purchased ticket has expired;
- 4.2.1.3 purchasing a new business class ticket if that is instructed by the attending physician;
- 4.2.1.4 the fuel required for transportation.
- 4.2.2 by means of a specialized ambulance or by air, covering expenses for:
- 4.2.2.1 transportation;
- 4.2.2.2 the accompanying medical staff if that is medically justified;
- 4.2.2.3 the accompanying third person if it is agreed with the Insurer in writing.
- 4.3 The Insurer shall organize and cover Repatriation Expenses related to:
- 4.3.1 repatriation of the human remains of the Insured to the Republic of Latvia or the Home Country;
- 4.3.2 submitting and obtaining documents and permits for repatriation of the human remains;
- 4.3.3 coffin costs and funeral expenses abroad with Indemnity limit up to EUR 5000 (five thousand euros).
- 4.4 The Insurer, in cooperation with the local attending physician, shall take a decision on the repatriation time and means of transportation that are most appropriate for the health condition of the Insured.
- 4.5 **Further to the general exceptions listed under Clause 15, the Insurer shall not indemnify expenses:**
- 4.5.1 that exceed the amount of Repatriation Expenses to the Republic of Latvia;
- 4.5.2 if before the start of transportation the Insured has not agreed with the Insurer in writing on the procedure of providing transportation services and the amount of expenses;
- 4.5.3 if the Insured fails to observe instructions given by a physician;
- 4.5.4 for the accompanying person in case when the Insured person's child is returning to the Home Country if the spouse/partner of the Insured or the child's relative was accompanying him/her during the Travel.

- 4.5.5 if in the case stated under Clause 4.4.5 the Policyholder is not a legal entity.

## 5. Trauma, Irreversible Disability or Death Caused by an Accident

- 5.1 The following events that have caused harm to the health or life and for which insurance indemnity is provided for, shall be deemed as an Accident:
- 5.1.1 traumas with subsequent disorders of anatomical wholeness of tissues and physiologic dysfunctions;
- 5.1.2 herbal or chemical poisoning;
- 5.1.3 burns, frostbites, lightning or current impact;
- 5.1.4 accidental ingestion of foreign bodies in respiratory or gastrointestinal tract;
- 5.1.5 anaphylactic shock;
- 5.1.6 drowning, cooling of a body.
- 5.2 The following events that have caused financial losses and for which insurance indemnity is provided for, shall be deemed as an Accident
- 5.2.1 repair of the clothing damaged during the Accident;
- 5.2.2 repair or replacement of the optical aids worn during the Accident.
- 5.3 The Insurer shall indemnify justified and reasonable financial losses incurred by the Insured as a result of the Accident for:
- 5.3.1 dry-cleaning and repair of the dirty or damaged clothes worn at the moment of the Accident, however, not exceeding Indemnity limit of EUR 200 throughout the insurance period;
- 5.3.2 repair or purchase of the damaged, lost or stolen special medical optical corrective appliances (glasses, contact lenses, frames, lenses) in the Home Country or for their rent or purchase abroad, however, not exceeding Indemnity limit of EUR 200 (two hundred euros) throughout the insurance period.
- 5.4 **Trauma Caused by an Accident:**
- 5.4.1 The Insurer shall pay insurance indemnity to the Insured for the Trauma Caused by an Accident that is specified in Clause 5.4.2 of the Terms and Conditions and justified by the medical documentation.
- 5.4.2 The amount of insurance indemnity shall be calculated as a percentage of the sum insured for the risk "Trauma Caused by an Accident" as follows:

No.	Trauma*	Insurance indemnity % of the sum insured
1.	Fracture of cranial bones (except skull base)	20
2.	Basilar skull fracture	25
3.	Concussion with hospitalization	3
4.	Traumatic brain and brain membrane haemorrhages	15
5.	Brain matter damage	50
6.	Femur fracture	15
7.	Knee joint bone fracture	15
8.	Shinbone fracture	12
9.	Humerus fracture	3
10.	Forearm bones fracture	7

11	Elbow joint bone fracture	15
12	Pelvic bone fracture	15
13	Femoral head or neck fracture	15
14	Calcaneal fracture	15
15	Tarsal bone fracture – per fracture	3
16	Toe phalanx fracture – per fracture	3
17	Metacarpal bone fracture – per fracture	3
18	Completely torn joint ligaments	10
19	Clavicle fracture	5
20	Bruised viscera with viscera damage	12
21	Vertebral arch fracture – per fracture	3
22	Vertebral body fracture – per fracture	10
23	Vertebral arch fracture with spinal cord damage	25
24	Rib fracture – per rib	3
25	Facial bone fracture	5
26	Loss of one healthy tooth	3
27	Loss of two or more healthy teeth	5

\*In case as a result of an Accident several traumas have been sustained, insurance indemnity shall be paid for only one, the most severe injury.

#### 5.5 Irreversible Disability Caused by an Accident:

5.5.1 The Insurer shall pay insurance indemnity to the Insured for Irreversible Disability Caused by an Accident by determining the indemnity amount as a percentage of the sum insured for the risk "Irreversible Disability Caused by an Accident" as follows:

Nr. p.k. Trauma*	Apdrošināšanas atlīdzība % no apdrošinājuma summas	
1.	Loss of one arm up to the shoulder joint	70
2.	Loss of one arm up to the elbow joint	60
3.	Loss of a hand up to the wrist	50
4.	Loss of a finger; per finger	3
5.	Loss of a leg at the femoral level	75
6.	Loss of a leg up to the knee joint	70
7.	Loss of a leg at the shinbone level	50
8.	Loss of a foot up to the ankle joint	45
9.	Total and irrecoverable loss of vision in one eye	50

10.	Total and irrecoverable loss of hearing in one ear	30
11.	Total and irrecoverable loss of smell or taste	5
12.	Total and irrecoverable loss of speech	50
13.	Traumatic damage of the nervous system (central paralysis)	100

\*In case as a result of an Accident several traumas have been sustained, insurance indemnity shall be paid for only one, the most severe injury.

#### 5.6 Death Caused by an Accident:

5.6.1 The Insurer shall pay insurance indemnity to the lawful heir or beneficiary specified in the Contract in case of death of the Insured which has occurred no later than within one calendar year after the Accident that caused the death and happened during the Travel.

5.6.2 When paying insurance indemnity for the Death Caused by an Accident, the amounts of insurance indemnity for Irreversible Disability or Trauma Caused by an Accident paid out previously for the same insurable event shall be deducted from the insurance indemnity payable thereof.

#### 5.7 Further to the exceptions listed under Clause 15, the Insurer shall not pay insurance indemnity:

5.7.1 for the trauma caused by an Accident that is not listed under Clause 5.4.2 of the Terms and Conditions;

5.7.2 for irreversible disability caused by an Accident that is not listed under Clause 5.5.3 of the Terms and Conditions;

5.7.3 if the particular subcategory of the Accident Insurance risks (Trauma, Irreversible Disability or Death Caused by an Accident) is not included in the Insurance Contract;

5.7.4 for the trauma, disability or death caused by an Accident that is related to a pathological process or its exacerbation;

5.7.5 for the trauma, disability or death caused by an Accident that is related to violating instructions given by a physician regarding work, rest and treatment;

5.7.6 for a pathological and stress fracture caused as a result of the trauma;

5.7.7 for food poisoning (including toxic food infections);

5.7.8 for intoxication with alcohol, other intoxicating, psychotropic or narcotic substances;

5.7.9 for tick-borne encephalitis if full preventive vaccination has not been done before the Travel;

5.7.10 for the financial losses caused by an Accident if the Insured dies during the Travel.

#### 6. Third Party Liability

6.1 Within the scope of third party liability the Insurer shall indemnify the following justified and reasonable losses:

6.1.1 medical assistance rendered to the third party;

6.1.2 restoration of the damaged property owned by the third party to its previous condition, or replacement of the totally lost property based on the principle of compensation;

6.1.3 litigation costs that shall be compensated to the third party by the court judgement, however, not exceeding the liability limit of EUR 1500 (one thousand five hundred euros).

6.2 Further to the exceptions listed under Clause 15, the Insurer shall not pay insurance indemnity:

6.2.1 if the Insured has compensated the losses without obtaining the Insurer's approval thereof;

6.2.2 if the losses have been incurred while performing job duties, professional or commercial activity, as well as in any type of employment relationships where the Insured is one of the parties;

6.2.3 if the losses have been incurred by the Policyholder, Insured or their Relatives, as well as closely related persons who are travelling together with the Insured;

- 6.2.4 if the losses have been incurred as a result of the Insured driving any type of motor vehicles or piloting a water transport vehicle or airplane;
- 6.2.5 for the imposed fine, penal sanction or a similar payment thereof;
- 6.2.6 for the damage, loss or total loss of the property managed or held by the Insured;
- 6.2.7 for the losses incurred as a result of engaging in physical activities if the particular type of Sports insurance is not included in the Insurance Contract.

## 7. Delay, Damage, Loss or Theft of the Baggage

7.1 The sum insured for each piece of Baggage shall be calculated by dividing the sum insured for the Baggage by the total number of pieces of Baggage.

### 7.2 Baggage Delay:

- 7.2.1 The Insurer shall pay insurance indemnity in case of delayed Baggage for losses incurred by the Insured during the Travel due to delay of the Baggage for more than 4 hours;
- 7.2.2 In case of delayed Baggage the Insurer shall indemnify the Insured's expenses for the delayed Baggage, however, not exceeding Indemnity limit of EUR 200 (two hundred euros) per insurable event and applying a 15% deductible, taking into consideration the following conditions:
  - 7.2.2.1 the Insured's expenses for the purchased essential toiletries and clothing appropriate for the respective weather conditions that has been bought before the moment of returning the Baggage to the Insured but no longer than within 36 (thirty six) hours after the moment of the Baggage delay;
  - 7.2.2.2 the Insured's expenses shall be compensated only if the Insured has addressed the transport service provider with a request to compensate expenses for the delay of the Baggage and the transport service provider has refused to compensate or has partly compensated such expenses, whereof a written statement is issued regarding such compensation.

### 7.3 Damaged Baggage:

- 7.3.1 The Insurer shall pay insurance indemnity in case of damaged Baggage for the losses incurred by the Insured during the Travel due to the damages caused to the Baggage while it was handled by the transport service provider;
- 7.3.2 In case of damaged Baggage the Insurer shall indemnify the losses incurred by the Insured, taking into consideration the following conditions:
  - 7.3.2.1 the Insured's losses for elimination of the damage caused to the piece of Baggage and the items contained therein shall be indemnified if the Insured has addressed the transport service provider within 24 (twenty four) hours after receipt of the Baggage with a request to compensate the losses incurred, and the transport service provider has refused to compensate or has partly compensated such losses;
  - 7.3.2.2 losses for repair or dry-cleaning of the piece of Baggage and/or the damaged items contained therein, or the acquisition value of a new, equivalent piece of Baggage and/or the damaged items contained therein shall be indemnified if it is not possible to mend or to clean them, but not exceeding their actual value;
  - 7.3.2.3 if the piece of Baggage was bought no earlier than 6 months before an insurable event and the Insured is able to prove it by presenting payment documents for its purchase, the Insurer shall pay insurance indemnity based on the principle of compensation;
  - 7.3.2.4 if the piece of Baggage was bought more than 6 months before an insurable event or the Insured is not able to present a payment document for the purchase of the damaged piece of Baggage, the Insurer shall indemnify the acquisition value of a new, equivalent piece of Baggage less 20% deductible;

- 7.3.2.5 if the item that has been damaged in the piece of Baggage was bought no earlier than 6 months before an insurable event and the Insured is able to prove it by presenting payment documents for its purchase, the Insurer shall indemnify the acquisition value of a new, equivalent item that was damaged in the piece of Baggage less 15% deductible;
- 7.3.2.6 if the item that has been damaged in the piece of Baggage was bought more than 6 months before an insurable event or the Insured is not able to present a payment document for its purchase, the Insurer shall indemnify the acquisition value of a new, equivalent item that was damaged in the piece of Baggage less 15% deductible.

### 7.4 Baggage Loss:

- 7.4.1 The Insurer shall pay insurance indemnity in case of lost Baggage for the losses incurred by the Insured during the Travel due to the loss of Baggage while it was handled by the transport service provider;
- 7.4.2 In case of lost Baggage the Insurer shall indemnify the losses incurred by the Insured, taking into consideration the following conditions:
  - 7.4.2.1 if the Insured has addressed the transport service provider with a request to compensate expenses for the loss of Baggage and the transport service provider has refused to compensate or has partly compensated such expenses, whereof a written statement is issued regarding such compensation;
  - 7.4.2.2 if the lost piece of Baggage or the items contained therein were bought no earlier than 6 months before an insurable event and the acquisition value of each piece of Baggage or the item contained therein exceeds EUR 100.00, and the Insured is able to prove it by presenting payment documents for their purchase, the Insurer shall pay insurance indemnity based on the principle of compensation;
  - 7.4.2.3 if the lost piece of Baggage or the items contained therein were bought more than 6 months before an insurable event or the Insured is not able to present a payment document for the purchase of the lost piece of Baggage or the items contained therein, or the acquisition value of each piece of Baggage or the item contained therein is less than EUR 100 (one hundred euros), the Insurer shall indemnify the acquisition value of a new, equivalent piece of Baggage and/or the items contained therein less 15% deductible;
  - 7.4.2.4 all amounts of insurance indemnity previously paid for the delay of the same Baggage shall be deducted from the insurance indemnity payable;
  - 7.4.2.5 if the transport service provider who handled the Insured's Baggage, has paid a compensation to the Insured, the Insurer shall indemnify a difference between the paid compensation and the insurance indemnity according to the terms and conditions of the Insurance Contract.

### 7.5 Baggage Theft (incl. robbery), if it was not in the possession of the transport service provider :

- 7.5.1 In case of the Baggage theft the Insurer shall indemnify expenses incurred by the Insured during the Travel abroad while purchasing items required for replacing those which were stolen together with the Baggage. Insurance indemnity shall be paid in the amount not exceeding the sum insured per insurable event specified in the Insurance Contract provided that the fact of theft is confirmed by the police of the respective country.

### 7.6 Further to the general exceptions listed under Clause 15, the Insurer shall not indemnify expenses and/or losses:

- 7.6.1 for the Baggage delay up to 4 hours;
- 7.6.2 if the Insured is unable to provide a written proof of the Baggage delay, damage or loss issued by the transport service provider;
- 7.6.3 if the Baggage theft has not been reported to the police within 24 hours after the moment of occurrence of the insurable event and the Insured is unable to provide a written confirmation thereof;
- 7.6.4 for the actions performed with the Baggage by a competent authority (for example, arrest, confiscation);
- 7.6.5 for the Baggage that is shipped as a cargo or transported by a cargo aircraft;
- 7.6.6 for animals or plants;



- 7.6.7 for foodstuff, beverages, medication, cosmetic products, perfumery;
- 7.6.8 for the events caused by the Insured including forgetting, losing or leaving the Baggage unattended;
- 7.6.9 for insignificant and minor decorative damages (surface damages, scratches, paint defects) which do not affect further functionality of the piece of Baggage;
- 7.6.10 for damaged, scratched, broken glass or other fragile items contained in the Baggage;
- 7.6.11 for damages to the Baggage or the items contained therein caused by leakage or condensate of some liquid packed in the Baggage;
- 7.6.12 caused to securities, credit cards, cash, passports, tickets and other documents;
- 7.6.13 caused to any transport vehicles, their components, spare parts or equipment;
- 7.6.14 caused to photographic, video or audio equipment, electronic equipment, computer hardware, mobile phones and all kinds of data carriers;
- 7.6.15 caused to photos, drawings, paintings, manuscripts, plans, collections and their parts, computer software, movies, records, musical instruments;
- 7.6.16 caused to jewellery, furriery items, antiques and rare items or artworks;
- 7.6.17 for the Baggage carrying goods that are prohibited for free circulation or goods that may be carried only with special permits;
- 7.6.18 for the damage or loss of Baggage as a result of impact by bugs, pests or other insects;
- 7.6.19 for the sports equipment;
- 7.6.20 for the Baggage delay if such has occurred when the Insured has returned to the Home Country or the Republic of Latvia.
- 8.4.4 if the Insured is involved in a road traffic accident or is a victim of a crime, and due to objective reasons it is not possible to start the Travel;
- 8.4.5 if the Insured is invited to attend a court hearing as a witness or victim, and the date of the court hearing is set during the Travel period;
- 8.4.6 if the Insured, according to the laws and regulations, is recalled from an annual leave or business trip by a written notice due to disability or death of a work colleague or in case of the Force Majeure circumstances faced by the employer;
- 8.4.7 if, after paying for the Travel, public authorities have issued a sudden formal announcement about unsafe situation in the destination country during the period of the Travel;
- 8.4.8 if as a result of fire, storm, flood or illegal activities of the third party damage is caused to the Insured's property in the Republic of Latvia and the losses incurred amount to at least EUR 1500 (one thousand five hundred euros), or the presence of the Insured is mandatory for elimination of the damage or due to the initiated investigation.
- 8.5 The Insurer shall indemnify losses incurred by the Insured in relation to cancellation of the Travel that has been started if the Insurance Contract has been concluded and paid before the start of the Travel and the reason for cancellation of the Travel could not have been predicted before conclusion of the Insurance Contract, only if such cancellation of the Travel is based on the following reasons:
- 8.5.1 in case of a sudden and unforeseen life-threatening trauma, an acute illness or exacerbation of a chronic disease of the Insured's next of kin relative or spouse, if the presence of the Insured is mandatory according to the attending physician's conclusion and has been approved by the Insurer;
- 8.5.2 in case of death of the Insured's Relative;
- 8.5.3 if as a result of fire, storm, flood or illegal activities of the third party damage is caused to the Insured's property in the Republic of Latvia and the losses incurred amount to at least EUR 1500, or the presence of the Insured is mandatory for elimination of the damage or due to the initiated investigation.
- 8.6 In case of cancellation of the Travel for reasons defined in Clause 8.4.1-8.4.3 of these Terms and Conditions, the Insurer shall indemnify the Insured only the following losses:
- 8.6.1 expenses for rebooking or purchasing a new equivalent economy class ticket for Public Transport in order to return to Latvia;
- 8.6.2 expenses for previously booked and paid but not used days of accommodation in Foreign Countries.
- 8.7 If explicitly specified in the Insurance Contract, the Insurer shall indemnify expenses incurred due to cancellation or interruption of the Travel for the following reasons:
- 8.7.1 natural disaster (earthquake, landslide, volcanic eruption, storm, tsunami, flood) or terrorist act in the Travel destination country or any other transit country which directly affects the Travel and may endanger the Insured's life. Insurance Coverage is valid only on condition that such natural disaster or terrorist act has happened no earlier than 72 (seventy two) hours before the start of or during the Travel;
- 8.7.2 cancellation of a planned professional or public event (conference, seminar, concert, international sports competitions) if that was the Purpose of Travel and no information about such cancellation was available before conclusion of the Insurance Contract;
- 8.7.3 strike or bankruptcy of a carrier or travel service provider (not applicable to the Travel agent or seller) that substantially affects the course of the Travel and no information about that was available before conclusion of the Insurance Contract.

## 8. Cancellation and Interruption of the Travel

- 8.1 The Insurer shall indemnify actual expenses incurred by the Insured due to cancellation of the Travel that has not yet started if the Insurance Contract has been concluded and paid at least 72 (seventy two) hours before the beginning of the Travel and the reason for cancellation of the Travel could not have been predicted before conclusion of the Insurance Contract.
- 8.2 In case of cancellation of the Travel that has not yet started the Insurer shall have the right to request the Insured to provide all travel-related information (documents) in respect of reservation of accommodation and transport services (flight tickets, train tickets) with the right to rebook such services.
- 8.3 The Insured shall have an obligation to inform the Insurer about the reasons of cancellation of the Travel and to address the Travel agency, service provider or transport service provider with a request to compensate the actual expenses related to cancellation of the Travel that has not yet started. The Insurer shall make a decision on the insurance indemnity payment only after receipt of a statement from the Travel agency, service provider or transport service provider regarding the paid amount or the refusal to pay thereof.
- 8.4 The Insurer shall indemnify the Insured's losses related to cancellation of the Travel only if such cancellation is based on the following reasons:
- 8.4.1 in case of a sudden and unforeseen life-threatening trauma, an acute illness or exacerbation of a chronic disease of the Insured or his/her next of kin relative, as a result of which, based on the physician's opinion, that person needs to stay in a hospital or, based on the physician's opinion, the Insured is not allowed to travel following such treatment in a hospital;
- 8.4.2 in case of death of the Insured or his/her Relative;
- 8.4.3 in case of a sudden and unforeseen life-threatening trauma, an acute illness or exacerbation of a chronic disease of the only person who was supposed to accompany during the Travel, as a result of which, based on the physician's opinion, that person needs to stay in a hospital or, based on the physician's opinion, the Insured is not allowed to travel following such treatment in a hospital;
- 8.8 **Further to the general exceptions listed under Clause 15, the Insurer shall not indemnify expenses if:**
- 8.8.1 an application regarding cancellation of the Travel that specifies the reasons for such cancellation, is not submitted to the Insurer before the Travel and according to the procedure stipulated in these Terms and Conditions;

- 8.8.2 the reason for cancellation or interruption of the Travel (information) was known prior to conclusion of the Insurance Contract;
- 8.8.3 the Insurance Contract was concluded and paid less than 3 (three) days before starting the Travel;
- 8.8.4 the Insured has not addressed the Travel agency, service provider or transport service provider with a request to compensate the actual expenses related to cancellation of the Travel that has not been yet started or has been interrupted, or the Insurer has not received a statement issued by the Travel agency, service provider or transport service provider regarding the paid amount or the refusal to pay thereof;
- 8.8.5 delay or cancellation of the Travel is related to delay or cancellation of a charter flight;
- 8.8.6 the Travel is cancelled due to pregnancy complications or going into labour by the Insured or his/her Relative.

## 9. Missed Transit

- 9.1 The Insurer shall indemnify actual expenses incurred by the Insured due to Missed Transit when the Insured's Travel consists of several connected transit trips and it is delayed or temporary cancelled due to technical reasons or bad weather regardless of the time of delay, as a result of which the Insured misses the next trip when arriving at the Transit Point.
- 9.2 In case of Missed Transit the Insurer shall indemnify the Insured's expenses and/or losses for:
  - 9.2.1 additional transport services due to the change of a ticket or issuing a new economy class ticket in order to continue the Travel by the same means of transport;
  - 9.2.2 the hotel at the Transit Point if due to objective reasons beyond the control of the Insured it is not possible to continue the trip. The Insurer shall indemnify the hotel expenses in the amount of up to EUR 50 per day, but no more than for 3 days during the entire Travel;
  - 9.2.3 the hotel booked and paid before the Travel where the Insured has missed the arrival time. The Insurer shall indemnify the hotel expenses in the amount of 50% of the missed day as per the reservation and cancellation terms and conditions.
- 9.3 **Further to the general exceptions listed under Clause 15, the Insurer shall not indemnify expenses if:**
  - 9.3.1 the period of time between the scheduled arrival at the Transit Point and departure from the same Transit Point is less than 2 (two) hours;
  - 9.3.2 the period of time between the scheduled arrival at the Transit Point and departure from the same Transit Point is 2 to 4 hours, and the ticket to the next Transit Point was not checked in before starting the Travel;
  - 9.3.3 the period of time between the scheduled arrival at the Transit Point and departure from the next Transit Point is less than 8 (eight) hours, and the distance between the Transit Points is more than 200 km;
  - 9.3.4 recommendations of the airport or the Travel agency regarding the required time of transfer are not observed;
  - 9.3.5 the Transit at the third Transit Point after the start of the Travel is missed;
  - 9.3.6 at the Transit Point the Insured is refused a seat in the vehicle due to the lack of vacant seats, except if the check-in was done before the start of the trip;
  - 9.3.7 the trip from or to the Transit Point is made by a charter flight;
  - 9.3.8 the Transit is missed as a result of the public authorities delaying the arrival at the Transit Point;
  - 9.3.9 such expenses must be indemnified by another person, passenger transport service company, travel agency, employer of the Insured etc.;
  - 9.3.10 the Transit is missed as a result of a strike which was known before starting the Travel.

## 10. Travel Documents

- 10.1 The Insurer shall indemnify the following actual expenses incurred by the Insured in connection with occurrence of the risk of Travel Documents (passport, ID card, motor vehicle driving licence) so that the Insured can return to the Republic of Latvia in case such Travel Document is stolen and a police statement is submitted to the Insurer thereof:
  - 10.1.1 administrative expenses required for obtaining a Travel Document;
  - 10.1.2 transport expenses required for economy class trip to/from the respective public authorities for the purposes of renewing a Travel Document and/or acquiring substitute documents thereof;
  - 10.1.3 expenses for the required phone calls to the respective public authorities in connection with the renewal of a Travel Document and/or acquisition of substitute documents thereof;
  - 10.1.4 the necessary subsistence expenses up to EUR 50 (fifty) in connection with the renewal of a Travel Document and/or acquisition of substitute documents thereof;
  - 10.1.5 document (passport, ID card, motor vehicle driving licence) renewal expenses in the Home Country.
- 10.2 **Further to the general exceptions listed under Clause 15, the Insurer shall not indemnify expenses:**
  - 10.2.1 for renewal of a driving licence and/or acquisition of substitute documents thereof if the Travel is made by other means of transport that is not a motor vehicle;
  - 10.2.2 incurred due to renewal of Travel Documents belonging to another person;
  - 10.2.3 if the theft of Travel Documents has not been reported to the police of the respective country within 24 (twenty four) hours;
  - 10.2.4 if the Travel Document was left unattended in a public place (e.g. on a beach, in a coffee shop etc.).

## 11. Flight Delay

- 11.1 The Insurer shall indemnify actual expenses incurred by the Insured due to occurrence of the risk of Flight Delay (if the reason is weather conditions, technical condition of an aircraft, repair works at the airport) for meals and hotel accommodation in case the flight is delayed:
  - 11.1.1 **for at least 2 (two) hours** – Indemnity limit up to EUR 15 (fifteen euros) for meals in the airport territory;
  - 11.1.2 **for at least 4 (four) hours:**
    - 11.1.2.1 for meals – Indemnity limit up to EUR 25 (twenty five euros);
    - 11.1.2.2 for hotel accommodation – Indemnity limit up to EUR 70 (seventy euros);
    - 11.1.2.3 for transport services from the airport to the hotel and back – Indemnity limit up to EUR 30 (thirty euros).
- 11.2 **Further to the general exceptions listed under Clause 15, the Insurer shall not indemnify expenses:**
  - 11.2.1 if the Insured has not checked in for the flight in advance;
  - 11.2.2 if the flight is operated by a charter airline;
  - 11.2.3 if the flight is delayed at the airport in the Home Country of the Insured;
  - 11.2.4 if the transport services from the airport to the hotel and back have been provided by an airline;
  - 11.2.5 if the flight was delayed due to an airline strike;
  - 11.2.6 if the flight is temporarily or fully cancelled by the airport management, aviation committee or any other public authority;
  - 11.2.7 if the flight is temporarily or fully cancelled because of the terrorist act;
  - 11.2.8 if the flight is temporary or fully cancelled because of the Natural Disaster;
  - 11.2.9 for the alcoholic beverages bought together with the meals.

## 12. Translation Services

- 12.1 The Insurer shall indemnify actual expenses incurred by the Insured due to occurrence of the risk of Translation Services in relation to the services provided by a professional translator if such are connected with occurrence of the risks of Travel Documents and/or Legal Expenses.



- 12.2 **Further to the general exceptions listed under Clause 15, the Insurer shall not indemnify expenses:**
- 2.1.1 in cases referred to in Clause 10.2 and 13.2 of these Terms and Conditions;
- 2.1.2 if the services are not related to translation of the documents issued by public authorities.

### 13. Legal Expenses

- 13.1 The Insurer shall indemnify actual expenses incurred by the Insured due to occurrence of the risk of Legal Expenses for:
- 13.1.1 the services provided within the scope of the pre-trial investigation and legal proceedings;
- 13.1.2 preparation of the documents in connection with the release of the Insured on bail.
- 13.2 **Further to the general exceptions listed under Clause 15, the Insurer shall not indemnify expenses if:**
- 13.2.1 the insured risk has occurred due to malicious intent or gross negligence by the Insured;
- 13.2.2 such expenses have been incurred by the Insured in relation to driving, rent or use of a motor vehicle, including due to the breach of the road traffic regulations, or in case of the driver's third party liability thereof;
- 13.2.3 the Insured has been provided with the services of the court of arbitration;
- 13.2.4 the Insured has not used the free legal assistance which the Insured was eligible to receive in the respective country;
- 13.2.5 if the insured risk and the insurable event have occurred before the Insurance Contract enters into force;
- 13.2.6 such expenses have been incurred in relation to the Insured's professional activity, employment legal relationships or default of any other contractual obligations;
- 13.2.7 the Insured has not appeared in court, has not observed the court resolution, or is deliberately prolonging the court proceedings.

### 14. Sports Equipment Insurance

- 14.1 The Insurer shall indemnify the following actual expenses or losses incurred by the Insured due to occurrence of the risk of Sports Equipment Insurance:
- 14.1.1 if sports equipment has been delayed, damaged or lost while it was handled by the transport service provider, and the transport service provider has issued a statement thereof confirming the fact of delay, damage or loss of the equipment and specifying the amount of compensation paid:
- 14.1.1.1 for the rent of sports equipment during the Travel if the Insured's sports equipment is delayed or lost for more than 24 hours, but no longer than for the period when such sports equipment was returned to the Insured;
- 14.1.1.2 for the purchase of sports equipment during the Travel if the Insured's sports equipment is lost or damaged to such extent that its further functional use and restoration is impossible;
- 14.1.1.3 for the repair of sports equipment during the Travel if the Insured's sports equipment is damaged and its further functional use and restoration is possible;
- 14.1.2 if sports equipment has been damaged or lost while it was not handled by the transport service provider, expenses for the repair, rent or purchase of the Insured's sports equipment which was damaged or lost as a result of an Accident or theft during the Travel shall be compensated, however, not exceeding Indemnity limit of EUR 200 (two hundred euros);
- 14.1.3 if the Insured's sports equipment has been damaged as a result of an Accident but it was not possible to repair it during the Travel, expenses for the repair of sports equipment, which was damaged during the Travel, in the Home Country shall be compensated, however, not exceeding Indemnity limit of EUR 200 (two hundred euros).

- 14.2 All **previously paid** amounts of insurance indemnity in relation to the risk of the Sports Equipment Insurance shall be deducted from the insurance indemnity payable for the purchase of a new sports equipment.
- 14.3 **Further to the general exceptions listed under Clause 15, the Insurer shall not indemnify expenses or losses incurred:**
- 14.3.1 if the sports equipment has not been checked in at least once during the Travel and handed over to the transport service provider (carrier);
- 14.3.2 for the losses caused to more than one piece (also a set or a pair) of the Insured's sports equipment;
- 14.3.3 for the delay of sports equipment up to 4 hours;
- 14.3.4 if the Insured is unable to provide a written confirmation from the transport service provider regarding the fact of delay, damage or loss of the sports equipment;
- 14.3.5 if the theft of sports equipment has not been reported to the police within 24 hours after the moment of occurrence of an insurable event and the Insured is unable to provide a written confirmation thereof;
- 14.3.6 for the actions performed with the sports equipment by a competent authority (for example, arrest, confiscation);
- 14.3.7 for the sports equipment that is shipped as a cargo or transported by a cargo aircraft;
- 14.3.8 caused by the Insured himself/herself including forgetting, losing or leaving the sports equipment unattended;
- 14.3.9 for the sports equipment whose transportation requires a special permit;
- 14.3.10 for insignificant and minor decorative damages (surface damages, scratches, paint defects) which do not affect the further functionality of the sports equipment;
- 14.3.11 for the purchase or rent of sports equipment after the Insured has returned to the Home Country of to the Republic of Latvia;
- 14.3.12 for the packaging required for transportation of the sports equipment (e.g. a bag, a case, a suitcase etc.) or the sports equipment accessories (e.g. an electronic device, a video recorder, care products etc.).

### 15. General Exceptions

- 15.1 The following events shall not be deemed as insurable events and insurance indemnity shall not be paid if an insurable event was caused by:
- 15.1.1 an event that does not correspond to the particular type of the Insurance Contract;
- 15.1.2 an insured risk that is not specified in the Insurance Contract;
- 15.1.3 an event that happened before the Insurance Contract entered into force;
- 15.1.4 the Insured's deliberate action including the Insured's suicide, suicide attempt, exposure to extreme danger, except when saving someone else's life;
- 15.1.5 a nuclear accident, nuclear or other explosion and/or radioactive irradiation;
- 15.1.6 warfare, invasions, civil wars, effects of war, revolutions, rebellions, uprising, upheaval, mass riots, strikes, sabotage, and terror acts;
- 15.1.7 Natural Disaster, except when the insured risk has been included in the Insurance Contract;
- 15.1.8 Pandemic;
- 15.1.9 the reason that was known to the Insured or the Policyholder but was not disclosed or was hidden from the Insurer before conclusion of the Insurance Contract, and is directly related with the insurable event;
- 15.1.10 psychiatric or mental disorders, loss of memory, cramp or epilepsy attacks or an acute health disorder with the loss of consciousness;
- 15.1.11 confiscation, nationalization, requisitioning, destruction or damaging of the property based on an order issued by the state, governmental or local authority.

15.2 **The following events shall not be deemed as insurable events and insurance indemnity shall not be paid if at the moment of the Accident:**

- 15.2.1 the Insured was engaged in Leisure Activities, Amateur Sports, Winter Sports, Professional Sports or Extreme Leisure Activities, except in cases when such activities have been specifically noted in the Insurance Contract;
  - 15.2.2 the Insured has not complied with the set safety regulations and/or has not used appropriate safety and protective equipment required for the respective activities;
  - 15.2.3 the Insured was doing Winter Sports outside of the places (trails) that are designated and specially prepared for such type of sports;
  - 15.2.4 the Insured was travelling by a motorbike (including a scooter, quad bike etc.) or a bicycle, except when that has been specifically noted in the Insurance Contract;
  - 15.2.5 the Insured was piloting a water transport vehicle, airplane or any other aircraft;
  - 15.2.6 the Insured was under the influence of alcohol, psychotropic, toxic or narcotic substances;
  - 15.2.7 the Insured was in the active military service at any of the army forces;
  - 15.2.8 the Insured failed to comply with the effectual laws and regulations of the country of stay, including driving a vehicle without the necessary driving licence or without a driving licence of a relevant category, or under the influence of alcohol, psychotropic, toxic or narcotic substances, as well as in case the Insured was driving in a vehicle as a passenger and had been informed that the person driving the vehicle did not have the driving licence or had used the alcohol, psychotropic, toxic or narcotic substances;
  - 15.2.9 the Insured was on a Business Trip, except when that has been specifically noted in the Insurance Contract;
  - 15.2.10 the Insured was working in nuclear reactors, decompression chambers, chemical industry, manufacturing of explosives or ammunition, was a crew member of a vessel or aircraft, was working on offshore facilities including, but not limited to, oil extraction platforms;
  - 15.2.11 the Insured was in the Republic of Latvia and/or the Home Country;
  - 15.2.12 the Insured was in the territory that is not specified as the Coverage Territory in the Insurance Contract;
  - 15.2.13 the Insurance Contract was not valid;
  - 15.2.14 the Insured breached or failed to comply with the terms and conditions of the particular type of the Insurance Contract.
- 15.3 **The following events shall not be deemed as insurable events and insurance indemnity shall not be paid:**
- 15.3.1 for indirect losses or unearned income;
  - 15.3.2 for expenses and losses related to incapacity for work, as well as inability to participate in the activities planned for the Travel (all types of excursions, reserved tickets for events etc.);
  - 15.3.3 for moral damages in connection with occurrence of an insurable event;
  - 15.3.4 if the expenses have been already compensated by a third party, which does not request to reimburse such expenses;
  - 15.3.5 if in case of illness or Accident the Insured has not immediately and at the first opportunity sought medical assistance or has failed to comply with the physician's instructions;
  - 15.3.6 if the Insured has not submitted the necessary documents or a written claim for insurance indemnity within the term stipulated in the Insurance Contract.

**16. Emergence of Insurable Interest and Invalidity of the Insurance Contract**

- 16.1 Insurable interest becomes valid no earlier than at the moment when the Insured crosses the border of the Republic of Latvia or the Home Country, and shall expire on the date specified in the Insurance Contract but no later than at the end of the Insured's Travel when the Insured crosses the border of the Republic of Latvia or the Home Country.

- 16.2 Insurance Contract shall be deemed null and void if at the moment of conclusion of the Insurance Contract the Insured is outside the Republic of Latvia or the Home Country, or if the Travel has been already started, except in case the Insured has gone abroad during the period of validity of the previous Insurance Contract that has been renewed without an interruption and with the same Insurance Coverage, Purpose of Travel, sum insured and deductible.

**17. Obligations of the Policyholder and the Insured**

- 17.1 Obligations stipulated in the Insurance Contract shall be equally applied also to a Relative or person who deals with the insurance indemnity matters.
- 17.2 **Upon occurrence of an Accident, the Policyholder or the Insured shall have an obligation:**
  - 17.2.1 to act according to the procedure stipulated in the laws and regulations, and, depending on the nature of the Accident, to immediately seek medical assistance or to report to the police, rescue service or any other competent authority;
  - 17.2.2 if the Insured does not have an EHIC, to request or to authorize any other person to request a substitute certificate of EHIC;
  - 17.2.3 immediately, at the first opportunity, to inform the Insurer or the Insurer's representative specified in the Insurance Contract about occurrence of an Accident, and to follow the Insurer's or its authorized representative's instructions;
  - 17.2.4 to submit to the Insurer a specific insurance claim within 1 (one) calendar month after the moment of notifying about occurrence of an Accident by giving a detailed description of the Accident;
  - 17.2.5 to participate, as far as possible, in establishing the circumstances and causes of the Accident, including, but not limited to, finding out potential perpetrators (responsible persons) and witnesses of the Accident;
  - 17.2.6 to ensure a possibility for the Insurer to establish and assess the causes and circumstances of the Accident, and the extent of losses thereof;
- 17.3 to submit to the Insurer copies of documents, as well as their originals if requested by the Insurer, related to occurrence of an insurable event and the extent of losses thereof:
  - 17.3.1 receipts or invoices showing details of the person who has received the service (name, surname, date of birth), and details of the service provider (name, registration number, address, bank details), precise name of the service, start and end date of rendering the service;
  - 17.3.2 documents issued by the relevant authorities in connection with the Accident;
  - 17.3.3 a document issued by the service providers showing the details about the amount of compensation paid;
  - 17.3.4 other documents upon the Insurer's request;
- In case of medical treatment and/or repatriation**
  - 17.3.5 a statement from the medical institution confirming the Accident, which shows full diagnosis, the treatment applied, and test results confirming the diagnosis;
  - 17.3.6 a prescription based on which medication or medical products were bought;
- In case of occurrence of the Travel Documents risk**
  - 17.3.7 a document issued by the consular office that shows the date of losing a Travel Document, the date of reporting the loss to the consular office and the date when the substitute document becomes valid;
  - 17.3.8 a reference issued by the police of the respective country regarding the theft or robbery;
- In case of death caused by an Accident**
  - 17.3.9 a death certificate of the Insured;
  - 17.3.10 personal identity documents for the beneficiary claiming insurance indemnity;
  - 17.3.11 where no beneficiary is explicitly stated, legal heirs shall submit a certificate of inheritance;

#### **In case of disability caused by an Accident**

- 17.3.12 an opinion issued by the State Medical Commission for the Assessment of Health Condition and Working Ability and an expert opinion regarding the level of disability approved for the Insured;

#### **In case of delay, damage, loss or theft of the Baggage**

- 17.3.13 tickets for transport services, a baggage tag;  
17.3.14 a written proof of the Baggage delay, damage or loss issued by the transport service provider;  
17.3.15 a reference issued by the police of the respective country regarding the theft of Baggage;  
17.3.16 receipts confirming expenses incurred by the Insured during the Travel by replacing the stolen items as result of the theft of Baggage;

#### **In case of cancellation of the Travel**

- 17.3.17 a statement from a hospital confirming the Accident or illness, which shows full diagnosis and the date of the Accident or the date of beginning of the illness;  
17.3.18 attending physician's written statement with the necessary recommendations for treatment;  
17.3.19 if the Insured is recalled from the annual leave or business trip, a statement issued by the employer stating the reasons for such recall;  
17.3.20 a notice of trial if the Insured is invited to attend a court hearing;  
17.3.21 all payment documents for transport services and accommodation which have been paid before starting the Travel;

#### **In case of occurrence of the Third Party Liability risk**

- 17.3.22 documents confirming the loss (e.g. a statement of Accident issued by public authorities, cost estimates of repair works, a document confirming the victim's medical treatment expenses etc.);

#### **In case of Flight Delay or Missed Transit**

- 17.3.23 tickets for transport services, which have been purchased for the delayed flight or transit flight;  
17.3.24 a written proof issued by the transport service provider confirming the fact and reason of Flight Delay or Missed Transit;  
17.3.25 a document issued by the transport service provider showing the details about the amount of compensation paid;  
17.3.26 documents confirming payments (receipts for catering, transport, hotel accommodation etc.).

### **18. Special Condition for Making a Decision**

- 18.1 If in connection with the reported insurable event an administrative or criminal process, or administrative case has been initiated, the Insurer shall make a decision on insurance indemnity payment only after the final court judgement or decision enters into legal force and it is submitted to the Insurer.