



Travel Insurance Regulations No 12.3

Valid as of 22.12.2014.

1. Terms and Definitions

- 1.1. **Policyholder** — a natural person or a legal entity who has concluded the Insurance Contract in favour of oneself or another person.
- 1.2. **Insured** — a natural person who is interested not to suffer losses in case of the Insured Risk and in favour of whom the Insurance Contract has been concluded.
- 1.3. **Insurer** — Insurance Joint-Stock Company "Gjensidige Baltic".
- 1.4. **Insurable Object** — life, health or physical condition of the Insured, as well as other insurable risks that are directly related to causing unexpected expenses to the Insured during his/her travel.
- 1.5. **Insurable Event** — a sudden and unexpected event related to the Insured Risk that is beyond the control of the Insured, upon occurrence of which an Insurance Indemnity is provided for in compliance with the Insurance Contract.
- 1.6. **Accident** — a sudden and unexpected event that is beyond the control of the Insured, which may be acknowledged as an Insurable Event.
- 1.7. **Insured Risk** — an event specified in the Insurance Contract that is beyond the control of the Insured and is likely to occur in the future. The Insurance Coverage is valid only during the particular travel and with regard to the risks listed in the Insurance Policy.
- 1.8. **Insurance Coverage** — all insurable risks included in the Insurance Contract.
- 1.9. **Insurance Contract** — this Insurance Contract which includes terms and conditions of the Insurance Contract, and also all amendments and supplements thereof, which the Insurer and the Policyholder have agreed upon in writing. The Insurance Contract may be concluded in person or by means of distance communication. In case of choosing the means of distance communication, a distance insurance contract shall be concluded.
- 1.10. **Insurance Period** — the term specified in the Insurance Contract that does not exceed 365 consecutive calendar days. The Parties shall determine the term of validity based on the time zone of the Republic of Latvia.
- 1.11. **Duration** — the number of consecutive/non-consecutive travel days included in the Insurance Period and specified in the Insurance Contract.
- 1.12. **Distance Insurance Contract** — an insurance contract concluded by the Insurer and the Policyholder based on the Insurer's written offer that has been sent to the Policyholder by fax, via internet, or by e-mail (means of distance communication). An electronic printout of the Insurance Policy shall serve as a proof of conclusion of the Distance Insurance Contract.
- 1.13. **Insurance Premium** — the specified payment for the insurance.
- 1.14. **Sum Insured** — an amount of money specified in the Insurance Policy that is the maximum amount of the Insurance liabilities. The Sum Insured is specified in the Policy for each selected insurable risk for which the Insurance Contract has been concluded.
- 1.15. **Insurance Indemnity** — an amount of money payable for the Insurable Event or a compensation of expenses for the services rendered in accordance with the Insurance Contract.
- 1.16. **Coverable Losses** — direct losses incurred by the Insured that may be compensated according to the Insurance Contract before withholding of the Deductible. Indirect losses and unearned income shall not be compensated.
- 1.17. **Home Country** — a country where the Insured is a citizen (national) or a country which has issued a temporary residence permit to the Insured.
- 1.18. **Foreign Country** — a country where the Insured is not a citizen (national) or a country which has not issued a temporary residence permit to the Insured.
- 1.19. **Travel** — a trip made by the Insured for a definite period of time outside of the Home Country or the Republic of Latvia with a purpose of going on a pleasure trip, business trip, educational or sports related trip. The Travel shall start as of the moment when the Insured leaves the Home Country or the Republic of Latvia by crossing the border of the respective country, and shall end at the moment when the Insured returns from the trip and crosses the border of the Home Country or the Republic of Latvia.
- 1.20. **Travel Purpose** — the Insured person's intention to perform certain activities during the Travel listed in the Insurance Contract.
- 1.21. **Deductible** — a fixed amount or a percentage of the Sum Insured or losses, that is specified in the Insurance Contract and deducted from the Coverable Losses for each Insurable Event, or covered by the Insured.
- 1.22. **Beneficiary** — lawful heirs of the Insured who have the right of inheritance approved according to the procedure stipulated in the laws and regulations, unless another beneficiary is specified in the Insurance Policy.
- 1.23. **Coverage Territory** — the Insurance shall be valid in the geographical territory specified in the Insurance Policy and covered by the Insurance Contract.
- 1.24. **Europe** — for the purposes of these Insurance Regulations it shall mean: Albania, Andorra, Great Britain, Armenia, Austria, Azerbaijan, 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, Slovakia, Slovenia, Finland, Spain, Switzerland, Turkey, Ukraine, Hungary, Germany, the Vatican, Sweden, the Russian Federation up to the Ural Mountains, Tunisia, Kazakhstan, Tajikistan, Turkmenistan, Kyrgyzstan, and the following islands with the 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).
- 1.25. **Insurance Policy** — a document that verifies conclusion of the Insurance Contract.
- 1.26. **Type of the Insurance Contract** — for the purposes of these Regulations the Type of the Insurance Contract determines the Insurance Coverage, Insurance Period, Duration, as well as the permissible period of continuous stay abroad of the Insured. The Type of the Insurance Contract shall be specified in the Insurance Policy. The following Types of the Insurance Contract may be specified in the Policy:
 - 1.26.1. **Travel Insurance** — insurance of a single continuous trip.
 - 1.26.2. **Annual Multiple Travel Insurance** — includes multiple travel insurance where the length of a single continuous trip does not exceed 45 consecutive calendar days and the total Insurance Period is one year.
 - 1.26.3. **Limited Term Multiple Travel Insurance** — includes multiple travel insurance within the territory specified in the Policy (Belarus, Russia or Europe) not exceeding the Insurance Period, Duration and the number of the consecutive calendar days of a single continuous trip specified in the Policy.
 - 1.26.4. **Professional Driver Insurance** — includes multiple travel insurance while carrying out professional activity within the territory specified in the Policy (Belarus, Russia or Europe) not exceeding the Insurance Period, Duration and the number of the consecutive calendar days of a single continuous trip specified in the Policy.



- 1.27. **Sports** — a trip made by the Insured outside of the Home Country or the Republic of Latvia with a purpose of doing physical activities. Sports is included in the Insurance Coverage only if it is specifically noted in the section "Travel Purpose" of the Policy, specifying a particular type of sports insurance that is to be insured.
- 1.28. **Type of Sports Insurance** — for the purposes of these Regulations the following Types of Sports Insurance are identified:
- 1.28.1. **Leisure Activities**, apart from the extreme leisure activities, 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, and that are organized by a service provider (a company) operating in the visited country: aerobics, archery, badminton, beach volleyball, bowling, canoeing, caving, 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, mountain climbing (up to the height of 2500 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 cm³). If the Insured is planning to participate in the regular trainings or competitions in the types of sports listed herein, the Insurance Coverage shall be valid only if the Amateur Sport is specifically noted in the Insurance Policy.
- 1.28.2. **Extreme Leisure Activities** are high risk activities, for example, 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.
- 1.28.3. **Amateur Sport** is a sports activity including competitions, individual trainings without a training programme or as a team member, for example, football, hockey, diving to depths of up to 10 m, cycling, hunting, running (a marathon), orienteering, surfing, skateboarding etc. The Amateur Sport does not include the sports activities organized by a sports club or sports association, neither the sports activities for which the Insured receives a remuneration.
- 1.28.4. **Winter Sport** is a sports activity on skis or a snowboard in the places (trails) specially designed and prepared only for this purpose.
- 1.28.5. **Professional Sport** is a sports activity organized by a sports club or sports association, or for which the Insured receives a remuneration or participates in the competitions or in the training programme individually or as a team member.
- 1.29. **Pleasure Trip** — a trip made by the Insured outside of the Home Country or the Republic of Latvia with a purpose to have a rest or to go on a business trip that is not connected with a light or heavy physical work.
- 1.30. **Business Trip** — a trip made by the Insured outside of the Home Country or the Republic of Latvia with a purpose to derive a profit including a business travel. The insurance protection for a Business Trip that includes a light or heavy physical work shall be included in the Insurance Coverage only if it is specifically noted in the section "Travel Purpose" of the Policy by specifying the following:
- 1.30.1. **Light Physical Work** — any activity performed by applying physical force (muscle action) and which requires a moderate physical effort (for example, agricultural work, customer service, office cleaning, interior works, driving a vehicle);
- 1.30.2. **Heavy Physical Work** — any activity performed by applying physical force (muscle action) and which 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).
- 1.31. **Educational Trip** — a trip made by the Insured outside of the Home Country or the Republic of Latvia with a purpose to study in an educational institution based on the agreement concluded between the Insured and such educational institution.
- 1.32. **EHIC** — a special identification 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.
- 1.33. **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.
- 1.34. **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 an emergency medical assistance.
- 1.35. **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 health condition of the Insured and/or the danger to the Insured person's life.
- 1.36. **Hospitalization** — placing the Insured in a medical institution if a sudden illness has emerged that is dangerous to the life or an accident has occurred, and the emergency medical assistance is required in order to perform clinical examination or surgery.
- 1.37. **Pandemic** — an epidemic of infectious disease that has spread through human populations across a large territory, for instance several countries, continents or worldwide.
- 1.38. **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.
- 1.39. **Relative** — a father, a mother, a child (including the other spouse's child), a spouse, adopted children and adoptive parents, stepfather, stepmother, grandparents and grandchildren, siblings, foster parents and foster children of the Insured.
- 1.40. **Baggage** — the Insured person's pieces of Baggage and their contents that have been checked in, handed over to and handled by the transport services provider (carrier).
- 1.41. **Piece of Baggage** — a separate bag, case, handbag etc., as well as prams or other special needs chairs. For the purposes of these Regulations a Piece of Baggage shall not mean sports equipment and musical instruments.
- 1.42. **Sports Equipment Insurance** — a 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 transported. The sports equipment shall be deemed the Insured person's personal sports equipment (one piece) which has been checked in during the Travel and handed over to the transport services provider (carrier).
- 1.43. **Accident** — harm caused to the Insured person'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 person's control.
- 1.44. **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 the Insurable Event.
- 1.45. **Irreversible Disability Caused by an Accident** — harm caused to the Insured person'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.
- 1.46. **Death Caused by an Accident** — harm caused to the Insured person's health during the Travel that has resulted in the death of the Insured.



- 1.47. **Third Party Liability** — compensation of sudden and unexpected losses caused as a result of the Insured person'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.
- 1.48. **Medical Treatment Expenses** — compensation of expenses incurred by the Insured during the Travel as result of emergency medical assistance, or compensation of unexpected medical treatment expenses.
- 1.49. **Repatriation Costs** — 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 person's child with an accompanying person to the Republic of Latvia or Home Country.
- 1.50. **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.
- 1.51. **Transit** — a definite period of time between the arrival and departure of different means 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.
- 1.52. **Travel Documents** — a 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.
- 1.53. **Flight Delay** — a 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.
- 1.54. **Translation Services** — a compensation approved by the Insurer for financial expenses incurred by the Insured during the Travel for translation of the documents issued by the public authorities in relation to renewal of the Travel Documents, and the Legal Expenses thereof.
- 1.55. **Legal Expenses** — a compensation approved by the Insurer for financial expenses incurred by the Insured during the Travel for the legal assistance services.
- 1.56. **Property Insurance during the Travel** — a compensation approved by the Insurer for the losses caused:
- 1.56.1. to the Insured person's house (flat) and property in case of occurrence of the following events: fire, natural disasters, fluid leakage or steam escape, illegal activities of the third parties;
- 1.56.2. within the scope of the third party liability of the Insured as an owner or tenant of the buildings or premises (the private person's third party liability insurance).

2. Insured Risk

- 2.1. Risks listed in these Regulations shall be insured only if they are specified and noted in the Insurance Policy.
- 2.2. In accordance with these Regulations the following risks may be insured:
- 2.2.1. Medical treatment expenses;
- 2.2.2. Repatriation costs;
- 2.2.3. 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;
- 2.2.13. Property insurance during the travel.
- 2.3. Inclusion of the risk listed under Clause 2.2.2 in the Insurance Policy is mandatory.

3. Medical Treatment Expenses

- 3.1.1. The Insurer based on the principle of compensation shall indemnify the following Medical Treatment Expenses of the Insured:
- 3.1.2. for an acute illness;
- 3.1.3. for an accident;
- 3.1.4. for a sudden exacerbation of a chronic disease due to which an emergency medical assistance is required, and for dental assistance in case of acute dental pain or dental trauma.
- 3.2. The Insurer shall indemnify the 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 the 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 that has not manifested as a sudden and un-expected illness during the last 2 (two) years. The Insurer shall cover expenses for the provided first aid emergency medical services but no more than for 7 (seven) inpatient days, if such services are not covered by the EHIC;
- 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 the 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;
- 3.2.5. for dental treatment in case of an acute pain or dental trauma in the amount of up to EUR 200.00 (two hundred euros) that includes the dentist's 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 EUR 1000.00 (one thousand euros), if the pregnancy period is less than 30 (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 ten days prior to the beginning of the planned travel;
- 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, no more than in the amount of EUR 300.00 (three hundred euros) per event;
- 3.2.8. for transportation expenses to the medical institution in order to provide the emergency medical assistance to the Insured, based on the submitted documentary evidence for the land ambulance transportation, taxi services or expenses for private transportation;
- 3.2.9. for travel expenses (economy class return ticket) for a qualified medical specialist or one family member if such presence during the transportation of the Insured is necessary in accordance with the attending physician's opinion and has been approved by the Insurer;
- 3.2.10. for travel expenses (economy class return ticket) for one family member of the Insured and hotel accommodation (up to 4 (four) days not exceeding EUR 50.00 (fifty euros) per day), in case the health condition of the Insured according to the attending physician's opinion is critical and such expenses have been approved by the Insurer.
- 3.3. When compensating the expenses specified in Clause 3.2 of these Regulations, a Deductible in the amount of EUR 100.00 (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.
- 3.4. The Insurer shall indemnify the Medical Treatment Expenses till the moment when the Insured is transported to the Republic of Latvia or the Home Country, however, not exceeding 30 (thirty) days after the expiry date of the Insurance Period.



3.5. Further to the exceptions listed in Clause 16, the Insurer shall not indemnify the expenses:

- 3.5.1. if such expenses are covered by the European Health Insurance Card (EHIC) or according to any other European Union regulations regarding the health insurance;
- 3.5.2. if the purpose of the Travel of the Insured is to receive medical assistance;
- 3.5.3. if before embarking on a Travel the Insured knew or he/she could predict that he/she would need the medical assistance during the Travel;
- 3.5.4. for preventive measures and medical treatment related to illnesses which the Insured has had prior to the Travel;
- 3.5.5. for the medical treatment related to oncological diseases, diabetes, dialysis;
- 3.5.6. for psychiatric, psychotherapeutic and sexopathologic treatment, for treatment of the sexually transmitted diseases, HIV/AIDS, alcoholism, drug addiction, toxic addiction;
- 3.5.7. for worsening of the health condition and treatment as a result of alcohol, psychotropic, narcotic or other intoxicating substance abuse;
- 3.5.8. for the treatment of infectious diseases, against which it is recommended by the epidemiologists to perform vaccination, except when a full course of vaccination has been received;
- 3.5.9. for permanent medical assistive devices (prosthetic appliances, wheelchairs etc.);
- 3.5.10. for medical treatment expenses after returning to the Republic of Latvia or the Home Country;
- 3.5.11. if during the first medical examination the Insured is diagnosed with being under the influence of alcohol, narcotic, psychotropic or other toxic substances;
- 3.5.12. for services related to family planning and treatment of infertility;
- 3.5.13. for medical services related to pregnancy, including termination of pregnancy, abortion, labour and postpartum complications except the emergency assistance referred to in Clause 3.2.6;
- 3.5.14. 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;
- 3.5.15. for medical products prescribed by a physician, which the Insured had to use to cure the ill-ness that was diagnosed prior to the validity of the Insurance Contract;
- 3.5.16. for vitamins, homoeopathic remedies, food supplements;
- 3.5.17. incurred in the territory of the Russian Federation while visiting the local and international private clinics and medical centres;
- 3.5.18. for deluxe and special services;
- 3.5.19. 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;
- 3.5.20. if the Insured or his/her relatives have unilaterally, at their own discretion and without prior approval by the Insurer, changed the medical institution;
- 3.5.21. 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;
- 3.5.22. if the Insured fails to observe the instructions given by a physician;
- 3.5.23. for hospitalization after the 30th day;
- 3.5.24. for treatment of chronic or inborn diseases, except if such is required as a part of the emergency medical assistance referred to in Clause 3.2.2.

4. Repatriation Costs

- 4.1. The Insurer shall organize the repatriation and cover the Repatriation Costs if such actions and costs have been approved by the Insurer and:
 - 4.1.1. the repatriation of the Insured is medically justified;
 - 4.1.2. after the 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 the transportation of the accompanying persons and a child to the Home Country by a private motor vehicle indemnifying the fuel costs or an economy class return ticket for the accompanying person and one-way ticket for the child travelling by the scheduled public transport;
 - 4.1.5. the health condition of the Insured allows for the medical repatriation to continue the treatment in the Home Country.
- 4.2. The Insurer or its authorized representative shall organize the transportation to the Home Country taking into consideration the Insured person's health condition and the 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 the transportation.
 - 4.2.2. by means of a specialized ambulance or by air, covering expenses for:
 - 4.2.2.1. the 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 or its authorized representative shall organize and cover the repatriation costs 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 the documents and permits for repatriation of the human remains;
 - 4.3.3. the coffin costs and funeral expenses abroad up to EUR 5000 (five thousand euros).
- 4.4. The Insurer or its authorized medical representative from the Republic of Latvia, who is going to arrange repatriation 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 exceptions listed in Clause 16, the Insurer shall not indemnify the expenses:**

- 4.5.1. that exceed the amount of the Repatriation Costs to the Republic of Latvia;
- 4.5.2. if before starting the transportation the Insured or his/her authorized person 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 the 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.

5. Accident

- 5.1. The following events that have caused harm to the health or life and for which an 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. herb 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 an 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 the provable 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 the maximum Sum Insured of EUR 200 throughout the Insurance Period;
- 5.3.2. for repair or purchase of the damaged, lost or stolen optical aids (glasses, contact lenses, frames, lenses) in the Home Country or for their rent or purchase abroad if the Insured is unable to socially function without such optical aids in order to return to the Home Country, however, not exceeding the maximum Sum Insured of EUR 200 throughout the Insurance Period.
- 5.4. **Trauma caused by an Accident:**
- 5.4.1. The Insurer shall pay an Insurance Indemnity to the Insured for the trauma caused by an Accident that is specified in Clause 5.4.2 of the Regulations and justified by the medical documentation.

- 5.4.2. The amount of the Insurance Indemnity shall be calculated as a percentage of the Sum Insured for the risk "Trauma Caused by an Accident" in the following amount:

No	Trauma*	Insurance Indemnity in % 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	Fracture of one bone of the forearm	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 phalange 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	Nasal and facial bone fractures	10
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 are sustained, the Insurance Indemnity shall be paid for only one, the most serious injury.



- 5.5. **Irreversible Disability caused by an Accident:**
- 5.5.1. the Insurer shall pay an Insurance Indemnity to the Insured for irreversible disability caused by an Accident if the Insured has become disabled no later than within one calendar year after the Accident causing the irreversible disability which has occurred during the Travel;
- 5.5.2. the irreversible disability caused by an Accident shall be justified by the medical documentation and verified by the resolution of the State Medical Commission for the Assessment of Health Condition and Working Ability;
- 5.5.3. the amount of the Insurance Indemnity shall be calculated as a percentage of the Sum Insured for the risk **"Irreversible Disability Caused by an Accident"** in the following amount:

No	Trauma*	Insurance Indemnity in % of the Sum Insured
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 sight 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 are sustained, the Insurance Indemnity shall be paid for only one, the most serious injury.

- 5.6. **Death caused by an Accident:**
- 5.6.1. the Insurer shall pay an Insurance Indemnity to the lawful heir or beneficiary specified in the Policy 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 the Insurance Indemnity for the death caused by an Accident, the amounts of the 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 in Clause 16, the Insurer shall not pay the Insurance Indemnity:**
- 5.7.1. for a trauma caused by an Accident that is not listed in Clause 5.4.2 of the Regulations;
- 5.7.2. for irreversible disability caused by an Accident that is not listed in Clause 5.5.3 of the Regulations;

- 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 the 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;
- 5.7.11. for purchasing optical aids after the Insured returns to the Republic of Latvia or the Home Country.

6. Third Party Liability

- 6.1. **Within the scope of the Third Party Liability the Insurer shall indemnify the following provable and reasonable losses:**
- 6.1.1. emergency medical assistance provided to the third party within the meaning of the insurable risk "Medical Treatment Expenses" of these Regulations;
- 6.1.2. replacement of the damaged property owned by the third party in a restoration condition, or replacement of the totally lost property owned by the third party 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.
- 6.2. **Further to the exceptions listed in Clause 16, the Insurer shall not pay the 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 Relatives;
- 6.2.4. if the losses have been incurred as a result of the Insured driving any type of the motor vehicles or piloting a water transport vehicle or airplane;
- 6.2.5. for the imposed fine, penalty 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 doing physical activities in case 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 a 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 an 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 person's expenses for the delayed Baggage, however, not exceeding EUR 200.00 per Insurable Event and applying a 15% Deductible, taking into consideration the following conditions:
- 7.2.2.1. the Insured person's expenses for the purchased essential toiletries and clothing appropriate for the respective weather conditions that has been bought within 36 (thirty six) hours after the moment of the Baggage delay;



- 7.2.2.2. the Insured person'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 an 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 person's losses for elimination of the damages 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 an 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 pay an Insurance Indemnity based on the principle of compensation, however, not exceeding 50% of the total Sum Insured specified in the Insurance Contract;
- 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 an 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 an 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 100.00, 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 the 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 person'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):**
- 7.5.1. In case of the Baggage theft or robbery the Insurer shall indemnify the expenses incurred by the Insured during the Travel while the Baggage was not handled by the transport service provider. The Insurer shall indemnify the Insured person's expenses related to replacement of the stolen or robbed Baggage items, but not exceeding the Sum Insured per Insurable Event specified in the Policy, provided that the fact of theft or robbery is confirmed by the police of the respective country.
- 7.6. **Further to the exceptions listed in Clause 16, the Insurer shall not indemnify the 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 institution (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 the 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 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. Travel Cancellation

- 8.1. The Insurer shall indemnify the Insured person's actual expenses related to cancellation of a non-started Travel if the Insurance Contract has been concluded and paid at least 7 (seven) days prior to the beginning of the Travel and the reason for cancellation of the Travel could not be predicted before conclusion of the Insurance Contract.
- 8.2. The Insured shall have an obligation to inform the Insurer about the reasons of cancellation of the Travel and to address the Travel agency, the service provider or the transport service provider with a request to compensate the actual expenses related to cancellation of a non-started Travel. The Insured shall make a decision on the Insurance Indemnity payment only after receipt of a statement from the Travel agency, the service provider or the transport service provider regarding the paid amount or the refusal to pay thereof.
- 8.3. The Insurer shall indemnify the Insured person's losses related to cancellation of the Travel only in case of the following reasons of its cancellation:
 - 8.3.1. 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 first-degree relative, as a result of which, based on the physician's opinion, the person needs to stay in a hospital for more than 48 (forty eight) hours;
 - 8.3.2. in case of death of the Insured or his/her Relative;
 - 8.3.3. 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;
 - 8.3.4. if the Insured is invited to attend a court hearing as an eyewitness or plaintiff and the date of the court hearing is set during the Travel period;
 - 8.3.5. 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;
 - 8.3.6. if after paying for the Travel the public authorities issue a sudden formal announcement about unsafe situation in the destination country during the period of the Travel;
 - 8.3.7. if as a result of fire, storm, flood or illegal activities of the third party damages are caused to the Insured person'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 damages or due to the initiated investigation.
- 8.4. **Further to the exceptions listed in Clause 16, the Insurer shall not indemnify the expenses if:**
 - 8.4.1. 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 Regulations;
 - 8.4.2. the reason for cancellation of the Travel was known prior to conclusion of the Insurance Contract;
 - 8.4.3. the Insurance Contract was concluded and paid less than 7 (seven) days prior to starting the Travel;
 - 8.4.4. the Insured has not addressed the Travel agency, the service provider or the transport service provider with a request to compensate the actual expenses related to a non-started Travel, or the Insurer has not received a statement issued by the Travel agency, the service provider or the transport service provider regarding the paid amount or the refusal to pay thereof.

9. Missed Transit

- 9.1. The Insurer shall indemnify the Insured person's actual expenses related to the Missed Transit when the Insured person'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 person'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 exceptions listed in Clause 16, the Insurer shall not indemnify the 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 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 Insured person's actual expenses related to the risk of Travel Documents (passport, ID card, motor vehicle driving licence) so that the Insured can return to the Republic of Latvia or continue the Travel in case:
 - 10.1.1. a Travel Document is stolen and a police statement is submitted to the Insurer thereof;
 - 10.1.2. transport expenses (economy class) are required for travelling to/from the respective state institutions for the purposes of renewing a Travel Document and/or acquiring substitute documents thereof;
 - 10.1.3. it is necessary to make phone calls to the respective state institutions in connection with the renewal of a Travel Document and/or acquisition of substitute documents thereof.
- 10.2. **Further to the exceptions listed in Clause 16, the Insurer shall not indemnify the 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 than a motor vehicle;
 - 10.2.2. incurred due to renewal of the Travel Documents belonging to another person;
 - 10.2.3. if the theft of the Travel Documents was 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 the Insured person's actual expenses related to the risk of Flight Delay (if the reason is weather conditions, the technical condition of a plane, 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** — 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 — up to EUR 25 (twenty five euros);
- 11.1.2.2. for hotel accommodation — up to EUR 70 (seventy euros);
- 11.1.2.3. for transport services from the airport to the hotel and back — up to EUR 30 (thirty euros).
- 11.2. **Further to the exceptions listed in Clause 16, the Insurer shall not indemnify the 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 terrorism;
- 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 the Insured person's actual expenses related to the risk of Translation Services in relation to the services provided by a professional translator if such are connected with the occurrence of the risks of Travel Documents and/or Legal Expenses.
- 12.2. **Further to the exceptions listed in Clause 16, the Insurer shall not indemnify the expenses:**
- 12.2.1. in cases referred to in Clause 10.2 and 13.2 of these Regulations;
- 12.2.2. if the services are not related to translation of the documents issued by public authorities.

13. Legal Expenses

- 13.1. The Insurer shall indemnify the Insured person's actual expenses related to 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 exceptions listed in Clause 16, the Insurer shall not indemnify the expenses if:**
- 13.2.1. the Insured Risk has occurred due to the Insured person's malicious intent or gross negligence;
- 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 person'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 Insured person's actual expenses or losses related to the risk of Sports Equipment Insurance:
- 14.1.1. if the 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 the compensation paid:
- 14.1.1.1. for the rent of the sports equipment during the Travel if the Insured person'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 the sports equipment during the Travel if the Insured person'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 the sports equipment during the Travel if the Insured person's sports equipment is damaged and its further functional use and restoration is possible;
- 14.1.2. if the sports equipment has been damaged or lost while it was not handled by the transport service provider, the repair, rent or purchase of the Insured person's sports equipment damaged or lost as a result of an accident or theft during the Travel, however, not exceeding EUR 200;
- 14.1.3. if the Insured person's sports equipment has been damaged as a result of an accident but it was not possible to repair it during the Travel, the repair of the sports equipment in the Home Country that was damaged during the Travel shall be indemnified, however, not exceeding EUR 200.
- 14.2. All **previously paid** amounts of the 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 exceptions listed in Clause 16, the Insurer shall not indemnify the expenses/losses:**
- 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 person's sports equipment;
- 14.3.3. for delay of the 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 the sports equipment 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;
- 14.3.6. for the actions performed with the sports equipment by a competent institution (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 the 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. Property Insurance during the Travel

- 15.1. The Insurer shall indemnify the losses related to the Property Insurance incurred by the Insured while the Insured was on a trip:
- 15.1.1. losses caused to the building (flat) specified in the Insurance Contract;
- 15.1.2. losses caused to the possessions contained in the building (flat) specified in the Insurance Contract based on the total Sum Insured of the possessions in accordance with the property insurance terms and conditions stipulated in the Insurance Contract;
- 15.1.3. losses caused within the scope of the third party liability of the owner or tenant of the building or premises (the private person's third party liability insurance) in the building (flat) specified in the Insurance Contract, in accordance with the property insurance terms and conditions stipulated in the Insurance Contract.
- 15.2. The Insurance Indemnity shall be calculated as per the property insurance terms and conditions, however not applying the underinsurance.
- 15.3. **Further to the exceptions listed in Clause 16, the Insurer shall not indemnify the losses:**
- 15.3.1. which are not covered according to the property insurance terms and conditions stipulated in the Insurance Contract;
- 15.3.2. which are covered according to any other valid insurance contract;
- 15.3.3. which are incurred later than 31 day after the Insurance Contract has come into force.

16. Overall Exceptions

- 16.1. **The following events shall not be deemed as an Insurable Event and the Insurance Indemnity shall not be paid if the Insurable Event is caused by:**
- 16.1.1. an event that does not correspond to the particular type of the Insurance Contract;
- 16.1.2. an insurable risk that is not specified in the Insurance Contract;
- 16.1.3. an event that happened before the Insurance Contract entered into force;
- 16.1.4. the Insured person's malicious intent or gross negligence;
- 16.1.5. the Insured person's deliberate action including the Insured person's suicide, suicide attempt, exposure to extreme danger, except when saving someone else's life;
- 16.1.6. a nuclear accident, nuclear or other explosion and/or radioactive irradiation;
- 16.1.7. warfare, invasions, civil wars, effects of war, revolutions, rebellions, uprising, upheaval, mass riots, strikes, sabotage, and terror acts;
- 16.1.8. a Natural Disaster or Pandemic;
- 16.1.9. 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;
- 16.1.10. psychiatric or mental disorders, loss of memory, cramp or epilepsy attacks or an acute health disorder with the loss of consciousness;
- 16.1.11. confiscation, nationalization, requisitioning, destruction or damaging of the property based on an order issued by the state, governmental or local authority.
- 16.2. **The following events shall not be deemed as an Insurable Event and the Insurance Indemnity shall not be paid if at the moment of the accident:**
- 16.2.1. the Insured was engaged in Leisure Activities, Amateur Sport, Winter Sport, Professional Sport or Extreme Leisure Activities, except in cases when such activities have been noted in the Insurance Contract;
- 16.2.2. the Insured was doing some Winter Sport outside of the places (ski trails) that are designated and specially prepared for such type of sport;
- 16.2.3. the Insured was travelling by a motorbike (including a scooter, quad bike etc.) or a bicycle, except in cases when that has been noted in the Insurance Contract;
- 16.2.4. the Insured was piloting a water transport vehicle, airplane or any other aircraft;

- 16.2.5. the Insured was under the influence of alcohol, psychotropic, toxic or narcotic substances;
- 16.2.6. the Insured was in the active military service at any of the army forces;
- 16.2.7. 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;
- 16.2.8. the Insured was on a Business Trip, except in cases when that has been noted in the Insurance Contract;
- 16.2.9. the Insured was in the Republic of Latvia and/or the Home Country;
- 16.2.10. the Insured was in the territory that is not specified as the Coverage Territory in the Insurance Contract;
- 16.2.11. the Insurance Contract was not valid;
- 16.2.12. the Insured breached or failed to comply with the terms and conditions of the particular type of the Insurance Contract.
- 16.3. **The following events shall not be deemed as an Insurable Event and the Insurance Indemnity shall not be paid:**
- 16.3.1. for indirect losses or unearned income;
- 16.3.2. 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.);
- 16.3.3. for moral damages in connection with occurrence of an Insurable Event;
- 16.3.4. if the expenses have been already compensated by a third party who is not requesting to compensate the expenses;
- 16.3.5. 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;
- 16.3.6. if the Insurance Premium has not been paid within the term and to the extent specified in the Insurance Contract;
- 16.3.7. if upon conclusion of the Insurance Contract, during its validity or after incurring losses the Insured or the Policyholder provides false information or refuses to submit the information requested by the Insurer;
- 16.3.8. if the Insured has not submitted the necessary documents or a written claim for the Insurance Indemnity within the term stipulated in the Insurance Contract.

17. Entry into Force of the Insurance Contract

- 17.1. The Insurance Contract shall enter into force on the date and at the time specified in the Insurance Contract, provided that the Insurance Premium payment has been made within the term and to the extent specified therein.
- 17.2. The Insurance Coverage shall come into force 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 person's Travel when the Insured crosses the border of the Republic of Latvia or the Home Country.
- 17.3. The Insurance Contract shall be valid only with regard to the Insured Risks and in the Coverage Territory specified in the Insurance Contract.
- 17.4. The 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, Travel Purpose, Sum Insured and Deductible.
- 17.5. The lack of the Policyholder's signature shall not affect the validity of the Insurance Contract.



- 17.6. When concluding the Insurance Contract, the Policyholder shall have an obligation to inform the Insurer about all circumstances affecting the assessment of the Insurable Risks and fulfilment of the provisions of the Insurance Contract. If the Policyholder has failed to fulfil the obligation of providing information, the Insurance Contract shall be deemed null and void as of the moment of its conclusion.

18. The Order of Payment of the Insurance Premium

- 18.1. The Policyholder shall have an obligation to pay the Insurance Premium within the term and to the extent specified in the Insurance Contract.
- 18.2. The Policyholder shall be entitled to pay the Insurance Premium in cash or by a bank transfer.
- 18.3. If the Insurance Premium is paid by a bank transfer, the date of payment shall be deemed the date when the money has been transferred into the bank account of the Insurer or the insurance broker who is authorized to collect the Insurance Premiums on behalf of the Insurer and who has mediated conclusion of the respective Insurance Contract.

19. Early Termination of the Insurance Contract

- 19.1. The Insurance Contract shall be terminated before the term of its expiry if:
- 19.1.1. as a result of occurrence of an Insurable Event the Insurance Indemnity is paid in full amount of the Sum Insured;
- 19.1.2. upon mutual agreement by the Parties;
- 19.1.3. the Insured Risk has occurred due to malicious intent or gross negligence of the Insured, Policyholder or Beneficiary (the Insurance Contract shall be deemed as terminated as of the moment of establishing the aforesaid facts);
- 19.1.4. during the period of validity of the Insurance Contract or after incurring losses the Policyholder or the Insured provides false information with a malicious intent or due to gross negligence, or refuses to submit the information requested by the Insurer;
- 19.1.5. other conditions of termination of the Insurance Contract stipulated in the Insurance Contract or the effectual laws and regulations of the Republic of Latvia set in.
- 19.2. Unless it is stipulated otherwise in the Insurance Contract or the effectual laws and regulations of the Republic of Latvia, the paid Insurance Premium shall not be refunded in case of early termination of the Insurance Contract.
- 19.3. The refundable part of the Insurance Premium stipulated in the Insurance Contract or the effectual laws and regulations of the Republic of Latvia shall be calculated by deducting the share of the Premium corresponding to the actual period of validity of the Insurance Contract, expenses related to conclusion of the Insurance Contract and calculated according to the Insurer's effectual methodology (expenses related to conclusion of the Insurance Contract may not comprise more than 25% of the total Insurance Premium), and the amount of the Insurance Indemnity paid under the Insurance Contract, from the Insurance Premium specified in the Insurance Contract.
- 19.4. If the Insurance Contract represents a Distance Insurance Contract and its Insurance Period is not shorter than 1 (one) month, the Policyholder shall be entitled to exercise the right of withdrawal and to unilaterally withdraw from the Insurance Contract within 14 (fourteen) days after conclusion of the Insurance Contract by notifying the Insurer thereof in writing (address: Brīvības iela 39, Rīga, LV-1010). In such case the entire Insurance Contract shall become null and void with regard to the whole Insurable Object on the date of sending the Policyholder's notice of withdrawal. The Insurer shall refund the share of the Insurance Premium, the amount of which is determined by deducting the share of the Premium corresponding to the actual period of validity of the Insurance Contract, from the Premium paid thereof.

20. Obligations of the Policyholder and the Insured

- 20.1. The Policyholder shall have an obligation to inform the Insured that he/she is insured, and to introduce with the Insurance terms and conditions.
- 20.2. Upon conclusion of the Insurance Contract, the Policyholder and the Insured shall have an obligation to provide all information requested by the Insurer about circumstances which are essential for conclusion of the Insurance Contract.
- 20.3. The Insured or the Policyholder shall have an obligation during the term of validity of the Insurance Contract to inform the Insurer in writing within 3 days about the changes of the Travel Purpose or other circumstances that may increase the Insured Risk.
- 20.4. The Policyholder, the Insured and the Beneficiaries shall have an obligation to prove the fact and consequences of an Insurable Event, as well as to provide all information and documents requested by the Insurer confirming the occurrence of the Insurable Event.
- 20.5. The Insured shall inform about all circumstances that may affect extension of the Contract.
- 20.6. The obligations provided in the Insurance Contract shall be equally applied also to the Beneficiary or the Relative.
- 20.7. **Upon occurrence of an Accident the Policyholder or the Insured shall have an obligation:**
- 20.7.1. 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;
- 20.7.2. if the Insured does not have an EHIC card, to request or to authorize any other person to request the EHIC substitute certificate;
- 20.7.3. immediately but no later than within 3 (three) business days after the moment when it became possible, to inform the Insurance Company or the Insurer's representative specified in the Insurance Contract about the occurrence of the Accident, and to follow the Insurer's or its authorized representative's instructions;
- 20.7.4. within 1 (one) calendar month after the moment of notifying about the occurrence of the Accident to submit to the Insurer in writing a specific insurance claim by giving a detailed description of the Accident;
- 20.7.5. to take all necessary and reasonable measures to reduce or to eliminate the potential losses;
- 20.7.6. to participate, as far as possible, in establishing the circumstances and causes of the Accident, including, but not limited to, finding out the potential perpetrators (responsible persons) and witnesses of the Accident;
- 20.7.7. to ensure a possibility for the Insurer or its authorized representative to establish and assess the causes and circumstances of the Accidents, and the extent of losses thereof;
- 20.7.8. to inform the Insurer about other valid insurance contracts with regard to the same Insurable Risk;
- 20.7.9. to submit to the Insurer copies of documents and their originals, if requested by the Insurer, related to the occurrence of an Insurable Event and the extent of losses thereof;
- 20.7.10. receipts or invoices showing the details of the person who has received the service (name, surname, date of birth), and the details of the service provider (name, registration number, bank details), precise name and quantity of the service, start and end date of rendering the service;
- 20.7.11. documents issued by the relevant authorities;
- 20.7.12. a document issued by the service providers showing the details about the amount of compensation paid;
- 20.7.13. other documents upon the Insurer's request;



In case of the medical treatment and/or repatriation

- 20.7.14. a statement from the medical institution confirming the Accident or illness, which shows full diagnosis, the treatment applied, and test results confirming the diagnosis;
- 20.7.15. a copy of the prescription based on which medication or medical products were bought;
- 20.7.16. pregnancy notes, a vaccination card etc.;

In case of occurrence of the Travel Documents risk

- 20.7.17. a document issued by the consular office that shows the details about the date of losing the passport, the date of reporting the loss to the consular office and the date when the substitute document of the passport becomes valid;
- 20.7.18. a reference issued by the police of the respective country regarding the theft of a passport;

In case of death caused by an Accident

- 20.7.19. a death certificate of the Insured;
- 20.7.20. personal identity documents for the Beneficiary claiming the Insurance Indemnity;
- 20.7.21. if the Insured has not specified the Beneficiary, the lawful heirs shall submit documents proving the right of inheritance;

In case of disability caused by an Accident

- 20.7.22. 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

- 20.7.23. tickets, a baggage tag;
- 20.7.24. a written proof of the Baggage delay, damage or loss issued by the transport service provider;

In case of cancellation of the Travel

- 20.7.25. a statement from a hospital confirming the Accident or illness, which shows full diagnosis and the date of the Accident or beginning of the illness;
- 20.7.26. if the Insured is recalled from the annual leave or business trip, a reference issued by the employer stating the reasons for such recall;
- 20.7.27. a notice of trial if the Insured is invited to attend a court hearing;
- 20.7.28. all payment documents for transport services and accommodation which the Insured has paid before starting the Travel.

- 20.8. The Insurer shall be entitled to refuse the Insurance Indemnity payment if the Policyholder or the Insured has failed to fulfil any of the obligations provided under these Regulations due to gross negligence.
- 20.9. The Insurer shall be entitled to reduce the Insurance Indemnity by up to 50% if the Policyholder or the Insured has failed to fulfil any of the obligations provided under these Regulations due to minor negligence.

21. Decision on the Insurance Indemnity

- 21.1. The Insurer shall make a decision on the payment of or a refusal to pay the Insurance Indemnity within 1 (one) month following the receipt of all required documents. If due to objective reasons the Insurer is unable to make a decision in such time, the Insurer may prolong it for the period of up to 6 (six) months from the date when an insurance claim was received, informing the person entitled to receive the Insurance Indemnity in writing thereof.
- 21.2. If in connection with the Insurable Event an administrative or a criminal case is initiated against the Policyholder, the Insured or the third party, the Insurer shall make a decision on the payment of the Insurance Indemnity only after the court judgement or decision had legally entered into force and it has been submitted to the Insurer.
- 21.3. When making a decision on the payment of the Insurance Indemnity, the Insurer shall calculate it according to the terms and conditions of the Insurance Contract and the Insured Risks based on the principle of compensation by indemnifying the provable and reasonable expenses of the Insured.
- 21.4. The Insurance Indemnity shall be paid to the Insured but in case of death of the Insured – to the Beneficiary.
- 21.5. Upon agreement of the Parties, before complete calculation of losses is carried out, the Insurer may pay out a part of the Insurance Indemnity to the extent that is not contested by either of the Parties.
- 21.6. The Insurance Indemnity shall be paid within 5 (five) business days after the date of making a decision on the Insurance Indemnity.
- 21.7. The Insurance Contract, under which the Insurance Indemnity is paid, shall remain in force until the end of the term specified in the Policy taking into consideration the Sum Insured for the particular risk specified in the Insurance Contract, that is reduced by the amount of the Insurance Indemnity paid thereof.

22. Subrogation Claim

- 22.1. As of the moment of receipt of the Insurance Indemnity the Insured shall transfer to the Insurer his/her right of claim against the person responsible for the losses in the amount of the Insurance Indemnity paid thereof.

23. Final Provisions

- 23.1. The Parties shall be entitled upon mutual written agreement to incorporate additional terms and conditions and limitations of liability in the Insurance Contract.
- 23.2. The Insurer's activities are supervised by the Financial and Capital Market Commission.
- 23.3. The Policyholder agrees that the Insurer as the system administrator and operator of the personal data processes the Policyholder's and the Insured person's personal data including sensitive personal data and personal identification (classification) numbers for the purposes of ensuring performance of the Insurance Contract in accordance with the Personal Data Protection Law and other laws and regulations of the Republic of Latvia.
- 23.4. For the purposes of conclusion and performance of the Insurance Contract, the Insurer shall be entitled to transfer the personal data to the Insurer's employees, specialists, experts, coinsurers and reinsurers.
- 23.5. In all cases not specified in the Insurance Contract, the Parties agree to apply the law "On Insurance Contract" and other effectual laws and regulations of the Republic of Latvia for governing their mutual relationships.
- 23.6. All disputes arising from the Insurance Contract shall be settled by means of negotiations. Should the Parties fail to come to an agreement, the disputes shall be subject to the procedure provided for in the effectual laws and regulations of the Republic of Latvia.
- 23.7. In case of discrepancy or ambiguity of this regulation between the Latvian language text and foreign language, the Latvian language text shall prevail.