



# Autohelp24 Regulations

Appendix "Autohelp24 Regulations" to land transport insurance regulations No 4.8. of ADB "Gjensidige" Latvian branch. Valid as of 1 November 2016.

## 1. Terms used in the Regulations

**Insurer** — ADB "Gjensidige" Latvian branch.

**Legal user of the vehicle** — the owner or a person who uses the vehicle with the owner's permission by virtue of a power of attorney, rental or leasing agreement or any other agreement, and who notifies of the insurable event within the scope of the Autohelp24 risk.

**CASCO Regulations** — Land Transport Insurance Regulations No 4.8. of ADB "Gjensidige" Latvian branch.

**Autohelp 24 risk** — a risk which in addition to risks insured under CASCO Regulations, is insured in compliance with provisions of this Appendix.

**Commercial vehicle** — a motor vehicle used in road traffic with a purpose to gain profits (for instance, training, security, public transport, a rental car or a taxi).

**Emergency vehicle** — a motor vehicle which according to the established procedure is granted an emergency vehicle status and which participates in road traffic with flashing blue or blue and red rotating lights along with a special sound signal, as well as a vehicle which participates in road traffic with flashing orange (yellow) rotating light in compliance with the procedure stipulated in the Road Traffic Rules.

**Riga region** — Adazi, Babīte, Carnikava, Garkalne, Incukalna, Krimulda, Kekava, Malpils, Marupe, Olaine, Ropazi, Salaspils, Saulkrasti, Seja, Sigulda and Stopini County.

Headings of clauses of the Regulations are used for the purposes of lucidity of the text of Appendix to the Regulations and shall not be used for interpreting or explaining contents of the Regulations. Appendix "Autohelp24 Regulations" to CASCO Regulations covers explanation of terms which have a significant meaning in these Regulations and which are used in the Appendix "Autohelp24 Regulations". Other terms used shall be explained according to explanations of terms covered by CASCO Regulations.

## 2. Autohelp24 Insurable Object

- 2.1. Passenger car with a total weight up to 3500 kg (except commercial and emergency vehicles) holding a valid CASCO policy signed with the Insurer.
- 2.2. When concluding a respective insurance contract, the Policyholder and Insurer may agree to apply the Autohelp24 risk coverage also to a vehicle which does not meet criteria set in Clause 2.1.

## 3. Insured Risk

- 3.1. The Autohelp24 risk shall be valid only in case if it has been specified in the insurance policy, special conditions of the policy or appendix thereof.
- 3.2. The Autohelp24 risk applies to the vehicle indicated in the policy, its legal user and passengers, except provisions of Clause 3.5.5 with regard to the insured person and vehicle holder (in case of leasing).
- 3.3. The Autohelp24 risk is valid in the territory indicated in the insurance policy as the territory covered by the insurance policy, except the insured risk provided under Clause 3.5.2 which is valid only in the territory specified in Clause 3.5.2.
- 3.4. The Autohelp24 risk is valid during the period of validity of the insurance policy.
- 3.5. Within the limits of the insured Autohelp24 risk, the following services shall be ensured for the legal user of the vehicle:

### 3.5.1. 24/7 consultations

Consultations regarding action after the insurable event calling to phone number +371 67112222. Consultations are provided round the clock and their number is not limited.

### 3.5.2. Assistance in processing the insurable event within the meaning of CASCO Regulations in Riga, Riga region and Jurmala

Calling to consultation phone number +371 67112222, the legal user of the vehicle may apply for assistance in processing the insurable event which includes:

- an expert's consultation by phone regarding action in case of problems or damages of a vehicle or after a road accident;
- in case of need, attendance of a motor vehicle technical expert to the place of accident;
- taking photos of the place of insurable event;
- inspection of the damaged vehicle at the place of insurable event;
- expert's consultations regarding possibilities of repair of the vehicle;
- acceptance of application of insurable event;
- assistance in completing the agreed statement;
- transportation of the insured vehicle to repair workshop (in case, as a result of the insurable event, the vehicle has incurred damages which prevent the vehicle to participate in the road traffic).

The Insurer shall be entitled after assessment of information provided by the legal user of the vehicle by phone, to suggest further action without attending the place of accident.

### 3.5.3. Technical assistance on a road

Calling to consultation phone number +371 67112222, the legal user of the vehicle may apply for technical assistance on a road which includes:

- starting of an engine by means of jump leads (or any other technological method) in case of a discharged battery;
- replacement of a damaged tyre with a spare tyre available in the vehicle (or inflating tyre or restoring pressure in the tyre);
- fuel supply in case of an empty fuel tank;
- opening of doors in case vehicle keys are locked inside;
- elimination of problems of security alarm and/or anti-theft systems.

The Insurer shall cover only expenses related to attendance of the service provider to the indicated address and specialist's work at the site. Costs of materials used (fuel, spare parts, lubricants, etc.) shall be covered by the legal user of the vehicle. The above mentioned list of technical assistance services is complete and shall not include any other services.

### 3.5.4. Transportation

This service shall be ensured in case due to deterioration of the technical condition the vehicle cannot move or it has incurred damages which prevent to participate in the road traffic and which may not be eliminated on the road by means of the technical assistance in accordance with the procedure stipulated in Clause 3.5.3.

The vehicle shall be transported by an evacuation car to the nearest vehicle repair company or to the nearest vehicle repair dealer's company of the respective make in case at the moment of the insurable event the vehicle has a valid guarantee, or outside the workshop's working hours — to a pay parking lot nearest to the workshop, agreeing with the legal user of the vehicle thereupon. This service includes also costs of placing the vehicle on the road after the insurable event, costs of the use of a pay parking lot outside the workshop's working hours, or, if the vehicle has been parked in a parking lot for the purposes of legal investigation, for a period until police gives permission to repair the vehicle, and for a recurrent transportation of the vehicle to the nearest workshop. The service costs shall be reimbursed in the amount of up to EUR 200.00 (two hundred Euro) in the territory of the Republic of Latvia and up to EUR 500.00 (five hundred Euro) in the rest of the territory covered by the insurance contract for all costs referred to in this Clause altogether.



### 3.5.5. Compensation for car rental

Compensation for car rental is a single indemnity payment in the amount of EUR 50.00 (fifty Euro) to the Insured person or, in case of leasing, to the vehicle holder indicated in the vehicle registration certificate in cases when:

- 3.5.5.1. The insurable event has occurred in comprehension of CASCO regulations, as a result, the vehicle must not be driven on public roads and the vehicle is transported away from place of the insurable event assistance;
- 3.5.5.2. technical assistance described in Clause 3.5.3 is provided and the vehicle is transported to the repair company where duration of the required repair works exceeds 24 hours.

### 3.5.6. Taxi services

In case when the vehicle is transported according to the procedure stipulated in Clause 3.5.4, the legal user of the vehicle may use taxi service in the territory of the Republic of Latvia in order to get from the place of the insurable event to the address indicated in the vehicle registration certificate or destination indicated by the legal user of the vehicle (if that is closer than the address indicated in the registration certificate) but in the amount of no more than EUR 45.00 (forty five Euro). Taxi services shall be organized by the Insurer.

### 3.5.7. Compensation of travel continuation or return expenses

In case due to deterioration of the technical condition the vehicle cannot move or it has incurred damages which prevent to participate in the road traffic and which may not be eliminated on the road by means of the technical assistance in accordance with the procedure stipulated in Clause 3.5.3, expenses related to continuation of the travel outside the Republic of Latvia or return home (rental car, taxi, overnight accommodation or flight), incurred as a result of occurrence of the Autohelp24 risk, shall be compensated on the basis of submitted evidence — documents certifying the use of services and payments, not exceeding the limit of EUR 200.00 (two hundred Euro) per each insurable event. Expenses which might have been incurred using the vehicle during the travel and which have not been incurred as a result of occurrence of the Autohelp24 risk (food, road fees, fuel expenses, extra service in a hotel, business class flight tickets) shall not be reimbursed within the meaning of this Clause.

## 4. Type of Autohelp24 Indemnity

- 4.1. The service shall be provided or indemnified only if the Insurer has been immediately notified thereof by phone +371 67112222.
- 4.2. In the Republic of Latvia, Autohelp24 shall be provided only in a way of service agreed upon with the Insurer (Clause 3.5.1 — 3.5.6). The Insurer shall not indemnify the client's expenses for measures which correspond to the Autohelp24 services, except compensations for car rental in compliance with Clause 3.5.5 and compensation of taxi expenses if taxi service has been organized for insurable events outside Riga region.
- 4.3. In case elimination of damage of the vehicle on the road outside the Republic of Latvia is impossible, the Insurer shall organize transportation of the vehicle to the Republic of Latvia, having regard of cost limits stipulated in Clause 3.5.4.
- 4.4. The Insurer shall be entitled by virtue of exceptions to accept reimbursement of expenses of Autohelp24 service organized and paid by the legal user of the vehicle within the set limits if they meet conditions of the insured risk and the Insurer has been informed about the occurred insurable event.

## 5. Obligations of the Policyholder and Legal User in Case of Occurrence of the Autohelp24 Risk

- 5.1. To call the Insurer immediately by phone +371 67112222 and provide precise, true information about the insurable event, location of a vehicle, vehicle make, model, registration number, as well as to specify the type of required assistance.
- 5.2. To follow precisely instructions given by the Insurer's representative by phone, verbally and/or in writing.
- 5.3. To reimburse expenses for fuel and materials used to provide technical assistance on the road, in compliance with the invoice issued by the service provider.
- 5.4. To confirm in writing the fact of receipt of services and the scope of received services by signing a service application document of a certain form.
- 5.5. Before receipt of services to present the Insurer's representative a driver's licence and vehicle registration certificate.
- 5.6. In case of transportation, to give the vehicle keys and registration documents to the person appointed by the Insurer.
- 5.7. To reimburse in full costs incurred by the Insurer if the policyholder and/or the legal user has provided false information about circumstances of the event, location or damages of the vehicle.
- 5.8. To reimburse costs which exceed the Autohelp24 service provision limits specified in Clause 3.5.4, 3.5.6 and 3.5.7.

## 6. Exceptions

- 6.1. The Autohelp24 service shall not be provided in case:
  - 6.1.1. the insured risk has occurred while using the vehicle in the areas not intended for traffic and in other cases stipulated in Clause 4 "Exceptions" of CASCO Regulations, as well as if the insured risk has occurred as a result of deliberate action of the legal user of the vehicle;
  - 6.1.2. it is not possible to drive the vehicle because it has got stuck in a place prohibited or not intended for traffic, except if such circumstances have occurred as a result of a road accident.
- 6.2. The Insurer shall be entitled to refuse rendering the Autohelp24 service or paying the compensation in case:
  - 6.2.1. the policyholder/legal user of the vehicle fails to fulfil any of obligations stipulated in Clause 5;
  - 6.2.2. the legal user of the vehicle cannot present the vehicle registration certificate or keys of the insured vehicle;
  - 6.2.3. after providing technical assistance on the road, a notification on the need of elimination of a defect of the vehicle has been sent to the policyholder, however, the defect has not been eliminated within the indicated term and it serves as a basis for a repeated application for assistance.
- 6.3. The Insurer shall not cover expenses which are not included in the scope of the Autohelp24 services specified in Clause 3.5, neither any direct or indirect losses incurred as a result of the vehicle having been broken (unearned income, withdrawal costs, event cancellation costs, etc.).

## 7. Complementary Conditions

- 7.1. Any issues not stipulated in this Appendix "Autohelp24 Regulations" to CASCO Regulations, shall be considered in compliance with CASCO Regulations. In case of any ambiguities, CASCO Regulations shall prevail.
- 7.2. In case of discrepancy or ambiguity of this regulation between the Latvian language text and foreign language, the Latvian language text shall prevail.