

## TRAVEL INSURANCE TERMS AND CONDITIONS NO. CAN I 3-SEB/K

Valid from the 15th of January, 2013

### I. TERMS

**I.1. INSURER** – Compensa Vienna Insurance Group ADB Latvia branch.

**I.2. POLICY HOLDER** – a bank registered in the Republic of Latvia and having concluded insurance contract with the Insurer on travel insurance of physical persons – users of payment cards issued by the bank.

**I.3. INSURED** – an individual who is the user of the payment card issued by the Policy Holder and for whose trip the insurance contract is concluded. Insured is also one child of the Insured up to the age of 7 (seven) years, including, that travels with the Insured and is included in the insurance contract with one of the parents, and regarding which the insurance premium is not cashed in.

**I.4. PAYMENT CARD** – an international payment card of a certain type whereon the name of the card type, card number, card user's name and surname, validity term of the card – 3 (three) years - are printed, and issued by the Policy Holder to the Insured for money transfer settlements in purchase of goods and services.

**I.5. INSURANCE CONTRACT** – an agreement between the Insurer and the Policy Holder over the terms of the insurance. The insurance contract consists of an insurance policy, supplements to the insurance policy, amendments and insurance terms and conditions.

**I.6. INSURANCE POLICY** – a document that attests the signing of the insurance contract. Insurance policy is an integral part of the insurance contract.

**I.7. INSURANCE PERIOD** – with respect to each individual Insured it is any of 3 (three) uninterrupted 365 (three hundred sixty five) days period during which the total number of travel days of one or several trips do not exceed 180 (one hundred eighty) days within each separate 365 days period.

**I.8. INSURED RISK** – an event independent of the will of the Insured that could possibly occur in the future. Travel insurance is valid only regarding the insured risks defined in the corresponding travel insurance policy.

**I.9. INSURANCE EVENT** – a sudden and unforeseeable event that is causally connected with the insured risk and is independent of the will of the Insured, that has occurred to the Insured due to external circumstances during his/her trip outside the country of residence, and upon the occurrence of which the insurance indemnity is paid according to the terms of the insurance contract.

**I.10. INSURED SUM** – the sum of money defined in the insurance policy for which material values or interest are insured against losses or damages.

**I.11. INSURANCE PREMIUM** – payment for insurance defined in the insurance contract and paid separately for each uninterrupted 365 days period.

**I.12. INSURANCE INDEMNITY** – the insured sum, its part or other sums to be paid or services to be executed in case of occurrence of the insurance event according to the insurance policy.

**I.13. DEDUCTIBLE** – an interest of the Policy Holder and/or of the Insured in each insured event, which is deducted from the payable insurance indemnity amount in accordance with the insurance policy.

**I.14. INSURANCE OBJECT** – in insurance of persons during travel – life or physical condition of the person as well as additional risks stipulated in the insurance policy that are directly connected with unforeseen expenses arising to the Insured during the trip outside of his/her country of residence.

**I.15. THE THIRD PERSON** – a person which is not the Policy Holder, the Insured, the beneficiary, the Insured's representative or a family member.

**I.16. DISTANT MEANS OF COMMUNICATION** – electronic means of communication that can be used to conclude insurance contract without presence of the parties.

**I.17. BENEFICIARY** – a person who has the rights to receive insurance indemnity in case of the Insured's death according to the terms of the insurance contract and following the procedures provided for such cases by the legislation of the Latvian Republic.

**I.18. INDEMNITY PAYEE** – a medical institution or a private, licensed practitioner having provided medical services to the Insured during his/her trip outside of the country of residence if the Insured him/herself has not paid the expenses incurred due to sudden illness or accident; the beneficiary in case of the Insured's death; the Policy Holder in case of substitute of the Insured; the Insured if him/herself has paid the expenses in case of sudden illness or accident or in any other incurred insurance events.

**I.19. COUNTRY OF RESIDENCE** – the country of the Insured's citizenship, his/her former country of permanent residence, and/or the country that has granted the Insured a residence permit. If a citizen of a country has also a residence permit issued by another country, then the travel insurance for the Insured shall not be valid in the both mentioned countries.

**I.20. FOREIGN COUNTRY** – a country that is not the Insured's citizenship country, a country that is not the Insured's former country of permanent residence and/or a country that has not granted to the Insured a residence permit.

**I.21. ACCIDENT** – an event that has occurred to the Insured during the travel insurance period as a result of sudden, unforeseeable external circumstance resulting in physical injury of the Insured.

**I.22. SUDDEN ILLNESS** – an unforeseeable, sudden and rapid worsening of the Insured's state of health caused by influence of some external factor, and that is not the continuation or consequences to the state of health in which the Insured began his/her trip outside of the country of residence and/or has been before commencement of the trip.



**1.23. CHRONIC ILLNESS** – a state of health opposite to sudden illness – gradual decline of internal and long-term physiological processes and organic functions that are characterized by more or less frequent dramatic changes of the state of health (outbreaks of the illness) regardless of whether this state of health has or has not been diagnosed before the trip of the Insured. In the context of these terms of insurance, infarct, heart ischemia, stenocardia, blood vessel aneurysm in any form, atherosclerosis, cerebral thrombosis, spondylosis, osteochondrosis, radiculitis, renal insufficiency, sugar diabetes, atrophic cirrhosis, disseminated sclerosis, asthma, tuberculosis, benign or malignant tumors, thrombosis etc are considered as chronic illnesses because these illnesses develop gradually and frequently initially do not have visible/noticeable symptoms.

**1.24. EMERGENCY MEDICAL ASSISTANCE** – medical services that are urgently required for the Insured because of acute worsening of his/her state of health or sudden illness or accident, in order to prevent any further deterioration of the state of health and/or risk to the Insured's life.

**1.25. TERRITORY OF TRAVEL INSURANCE VALIDITY** – insurance contract is valid 24 hours a day worldwide except the Insured's country of residence as of the moment the Insured crosses the border of his/her country of residence in order to undertake a tourism, holidays or a business trip outside of the country of residence.

**1.26. INTERNATIONAL ASSISTANCE SERVICES COMPANY** – a company specialized in providing assistance services worldwide to the travelers that require medical assistance, transportation or repatriation or any other services and payments thereof, and with which the Insurer has signed a special contract on rendering of the aforementioned services to the Insureds.

**1.27. FAMILY MEMBERS** – the spouse, children, foster children, adopted children, brother, sister, parents, foster parents, grandparents and children of the Insured's spouse.

**1.28. FIRST DEGREE RELATIVES** – the Insured's spouse, children and parents.

**1.29. GUEST-WORKER** – a person that arrives in a foreign country for an undetermined period with the purpose to gain earnings, and who, regardless of his/her previous occupation in the country of residence, undertakes any job in this foreign country for a longer or shorter period of time.

**1.30. A GLOBAL NATURAL CATASTROPHE** - a natural disaster independent of the will and actions of human beings, that occurs suddenly, causes significant damage to nature and buildings and damages human life, health or physical condition.

**1.31. A PASTIME OF INCREASED RISK** – non-business pastime, the exercise of which requires an increased level of physical preparation, regular training, specific, special equipment and/or clothing, and which could cause risk to the Insured's life or physical condition.

**1.32. SPORT** – a systematic and goal-oriented complex of physical activities that the Insured regularly exercises for a longer period of time in the form of training practice, individually or in a team, with or without an opponent, and which is characterized by a more or less frequent practical checking of the results achieved and/or participation in competitions in order to attain certain goals or maintain physical condition, regardless of whether they are classified as amateur or professional sport activities.

## **2. INFORMATION ABOUT THE RISK TO BE INSURED**

**2.1.** Upon signing of the insurance contract, it is the duty of the Policy Holder and/or of the Insured to furnish any information that is required by the Insurer to evaluate the insured risk. The Insurer will treat and store the received information in compliance with the requirements of legislation and resolutions.

**2.2.** The Policy Holder and/or the Insured are liable for the verity and completeness of the provided information. Any forgery, incorrect claim and/or suppression of information may cause termination of the insurance contract and/or refusal to pay the insurance indemnity, unless the law „On insurance contract” does not permit this in cases when information has been provided as a result of slight carelessness.

**2.3.** It is the duty of the Policy Holder and/or Insured to inform the Insurer of any other valid insurance contracts with regard to the same insurance object.

## **3. CHANGES IN INITIAL INFORMATION**

The Policy Holder and/or Insured has the duty to inform immediately – as quickly as possible – the Insurer in writing of any circumstances that could increase the probability of occurrence of the insured risk and the possible amount of losses, as well as to inform about any changes in the initial information provided in the insurance application.

## **4. THE PROCEDURE OF CONCLUSION AND COMING INTO FORCE OF THE INSURANCE CONTRACT**

**4.1.** Insurance contract is concluded on the basis of information provided by the Policy Holder and/or Insured to the Insurer prior to signing the insurance contract; the contract comes into force on the date mentioned in the insurance policy.

**4.2.** Travel insurance is valid for those Insureds to whom the Policy Holder in the previous month that falls into the validity period of the insurance contract, has issued a payment card and for whom the Policy Holder has transferred to the Insurer travel insurance premium for the current 365 days period.

**4.3.** If, in contradiction to what is stipulated in the insurance policy, the insurance premium is not transferred to the Insurer in the term and at the amount defined, then it is considered that the insurance of the definite Insured has not come into force.

## **5. TERMINATION OF THE INSURANCE CONTRACT**

The Insured or the Policy Holder have the right to terminate the insurance contract by mutual consent after sending at least a 30 (thirty) days written notification. After termination of the contract the Insurer's liability remains regarding the Insureds to whom the payment card has been issued during the insurance contract validity period for the period whereof the insurance premium has been paid.

## **6. DUTIES OF THE POLICY HOLDER AND/OR OF THE INSURED**

By signing the insurance contract, the Policy Holder and/or the Insured pledge to comply with all requirements that the Insurer has stipulated, as well as comply with any additional requirements that the Insurer will stipulate in writing regarding the insurance object.



## **7. MUTUAL DUTIES OF THE POLICY HOLDER AND/OR THE INSURED**

It is the Policy Holder's duty to inform the Insured of the fact that the person is insured according to a definite insurance contract, the terms of which have been agreed upon by the Policy Holder and the Insurer and these terms are binding to the Insured and they must be complied with, and the Policy Holder must explain the consequences of the failure by the Insured to fully comply with any of the terms of the insurance contract.

## **8. DUTIES OF THE POLICY HOLDER AND/OR THE INSURED AFTER THE OCCURRENCE OF THE INSURED RISK**

**8.1.** The Policy Holder, the Insured, beneficiary, the Insured's representative or his/her family members must inform the Insurer of the occurrence of the insured risk as soon as possible, and they must do all that they can to reduce the amount of losses.

**8.2.** It is the duty of the Policy Holder and/or the Insured to meet the Insurer's requirement to determine and evaluate the amount of losses and the circumstances of their occurrence.

**8.3.** The Policy Holder and/or Insured must submit to the Insurer any documents that characterize the occurrence of the insured risk and the losses caused by it, as well as submit any other information and/or documentation that the Insurer may request.

**8.4.** If the specifics of the insured risk demand it, the occurrence of the risk must be notified to the police and/or firefighters and/or other institutions.

**8.5.** The burden of proof of the occurrence of the insured risk lies upon the Policy Holder and/or the Insured.

## **9. CONSEQUENCES OF THE FAILURE OF THE POLICY HOLDER AND/OR INSURED TO FULFILL THEIR DUTIES**

**9.1.** If any action or inactivity of the Policy Holder and/or of the Insured has been or will be the cause of misleading the Insurer, the insurance contract will be considered invalid from the day of its signing, unless the law „On Insurance Contract” does not permit this in cases when misleading has been caused as a result of slight carelessness. The Insurer does not refund the paid insurance premium.

**9.2.** The Insurer, at his own discretion, may refuse to pay the insurance indemnity or reduce the payment of the insurance indemnity by 50 %, if the Policy Holder and/or the Insured has not fulfilled or fulfilled partly any of the requirements stipulated in the insurance contract, as well as in cases when the Policy Holder and/or the Insured has violated any requirements of the existing legislation of the Latvian Republic, that can be applied to the specific insurance event. An exception is made when the failure to fulfill the terms of the insurance contract is caused by slight carelessness – in this case the Insurer acts according to the terms of the law „On Insurance Contract”.

**9.3.** The Insurer does not pay the insurance indemnity if the occurrence of the insured risk has been caused by malicious intent or gross negligence of the Policy Holder, the Insured, beneficiary or family member. The Insurer does not refund the paid insurance premium.

## **10. THE PROCEDURE OF INSURANCE INDEMNITY PAYMENT**

**10.1.** The Policy Holder, the Insured or the Insured's representative submits to the Insurer a written application about the occurrence of insured risk.

**10.2.** The Insurer, during the period of 1 (one) month, shall evaluate the application and other documents received from the Policy Holder and/or the Insured, in order to determine whether the occurrence of the insured risk constitutes an insurance event:

**10.2.1.** if an insurance event is determined and the parties have agreed on the amount of the insurance indemnity, then:

- the Insurer makes the decision to pay the insurance indemnity;
- the Insurer pays the insurance indemnity within 5 (five) working days after the decision is made;
- if the parties reach a mutual agreement, then the procedure of payment of the insurance indemnity may be prepared in a written form by drafting and signing by both parties a loss regulation protocol.

**10.2.2.** if an insurance event is determined but the parties have not reached agreement on the amount of the insurance indemnity:

- the Insurer has the right to demand additional documents to evaluate the amount of the insurance indemnity;
- the Insurer has the right to unilaterally decide and invite experts to determine the amount of the insurance indemnity; the decision of the expert will be binding both to the Insurer and the Insured; the costs of the expert examination will be borne by the Insurer;
- when evaluating the decision of the expert, the Insurer makes the decision over the amount of the insurance indemnity and other disputed issues;
- the Insurer pays the insurance indemnity within 5 (five) working days of receiving the signed loss regulation protocol;

**10.2.3.** if an insurance event is not determined:

- then the Insurer makes a decision to refuse to pay the insurance indemnity;
- the Policy Holder or the Insured is notified of this decision within 5 (five) working days of making the decision.

**10.3.** The insurance indemnity is paid according to the compensation principle.

**10.4.** The Insurer indemnifies the Insured only those losses that have occurred in connection with the insurance event and have been proved with corresponding documents.

**10.5.** The written application of the Policy Holder and/or of the Insured is examined in the Latvian Republic, on the basis of the insurance contract in the Latvian language, according to the existing legislation of the Latvian Republic. If the insurance terms have been translated and there is disagreement over the translation, then the insurance terms in the Latvian language shall be considered to be prevailing.

**10.6.** If the Insured simultaneously has two or more valid travel insurance policies issued by the Insurer wherein one or more insured risks in these policies are duplicated, then the insurance indemnity always is paid only according to one insurance policy – the one which stipulates the largest insurance sums for the corresponding risk.

## **11. COMPENSATION PRINCIPLE**

**11.1.** When applying compensation principle neither the payable nor the paid insurance indemnity may exceed the losses caused by the insurance event.



11.2. Only proven losses are indemnified.

11.3. The losses that have occurred prior to the insurance contract coming into force are not indemnified.

## 12. THE DISPUTE RESOLUTION PROCEDURE

12.1. Any disputes are to be resolved by negotiation.

12.2. If the disputes are caused by the fact that some issue has not been regulated in the insurance terms, then in order to resolve this issue the parties will apply the laws of the Latvian Republic, among them the law „On Insurance Contract” and „Consumer Rights Protection Law”.

12.3. If the parties are unable to resolve the dispute by negotiation, the case is to be submitted to the courts of the Latvian Republic in accordance with the legislation of the Latvian Republic.

12.4. The division of the insurance contract in clauses, subclauses and their titles does not influence the legal interpretation of the text.

## 13. GENERAL EXCLUSIONS

13.1. The responsibility of the Insurer to indemnify losses does not occur if the losses have been caused by exclusions defined by the legislation of the Latvian Republic or the insurance contract.

13.2. The general exclusions are:

13.2.1. terrorism – acts of terror or their consequences, regardless of any other causes which, due to coincidence or otherwise, have contributed to losses, damages or expenses; in the context of this clause, terrorism is defined as violence or dangerous activity that poses a threat to human life, material or immaterial property or infrastructure, with the goal of influencing any government or holding a society or its part in the grip of fear;

13.2.2. war, military invasion, civil war, revolt, revolution, insurgency, military or any other *coup d'état*;

13.2.3. global natural catastrophes and natural disasters;

13.2.4. strikes which have been reported in the media prior to the beginning of the trip;

## 14. SPECIAL EXCLUSIONS OF THE TRAVEL INSURANCE

14.1. Travel insurance does not cover medical, transportation and/or repatriation costs in case of sudden illness, death, physical injury to the Insured if their cause is:

14.1.1. directly or indirectly connected with HIV or any related illness, including AIDS;

14.1.2. radioactive poisoning, poisoning with biological and/or chemical substances that are not meant for peacetime use;

14.1.3. sexually transmissible illnesses or any other illnesses that are connected with them.

14.2. Travel insurance does not cover direct or indirect expenses:

14.2.1. for treatment of chronic illness and its outbreaks;

14.2.2. for treatment of an illness the symptoms of which had been visible prior to the beginning of the trip;

14.2.3. for treatment of infectious diseases for which an epidemiological warning has been issued for the region, advising prophylactic vaccination, however, this exception does not apply, if the Insured, prior to undertaking the trip, has undergone a full vaccination course;

14.2.4. of diagnostics and prophylactic checkups;

14.2.5. of plastic surgery and cosmetic treatment;

14.2.6. connected with the pregnancy of the Insured, its termination, child-birth or postnatal assistance; expenses connected with pregnancy shall be covered if caused by an accident wherein the Insured has suffered;

14.2.7. for treatment that requires stay in the hospital for longer than 30 (thirty) days;

14.2.8. of any nervous or mental illnesses regardless of their classification, as well as for the treatment of mental depression, insanity, psychotic reaction or disturbances of consciousness regardless of the causes;

14.2.9. of non-traditional treatment methods;

14.2.10. of heart and blood-vessel operations, tissue and organ transplantation, prosthesis;

14.2.11. if the sudden illness, accident or any other insured risk defined in the insurance policy has occurred while under the influence of alcohol (when a causal link has been determined between alcohol use and injuries sustained), that is equal to or exceeds the allowed degree of intoxication for driving a transport vehicle in the given foreign country;

14.2.12. if the sudden illness, accident or any other insured risk has occurred while under the influence of toxic or narcotic substances;

14.2.13. that have occurred due to the suicide of the Insured or the attempt of suicide;

14.2.14. that have occurred while the Insured has been participating in commitment of offence;

14.2.15. of treatment and medical expenses of the Insured in his/her country of residence, with the exception of cases when the parties, after evaluation of the event circumstances, as a matter of exception have agreed on it, signing a loss regulation protocol;

14.2.16. of medical aids that are constantly used by the Insured, for example, glasses, prosthesis, hearing aids, wheelchairs, etc;

14.2.17. for treatment, medical expenses, transportation and repatriation that have occurred to the Insured as a guest worker outside of the country of residence, with the exception of cases when the Policy Holder and the Insurer have agreed on exclusion of this exception from the insurance contract;

14.2.18. for unforeseen medical services, cases of death or disability, for transportation and/or repatriation, if the Insured has gone on a trip with the aim to indulge in increased risk pastimes, sport and/or sport activities, to participate in competitions, games or training practice;

this exception is not valid if

- the Insured has informed the Insurer of this and has purchased a special insurance program for such activities, or
- during the insurance period the Insured, without previous planning, has participated in some increased risk activities of short duration, but no longer than for one day, accompanied by a local instructor or by an experienced group guide, and that are organized by the local tourism companies of the given foreign country for tourists as additional entertainment.

## 15. INSURED RISKS

### 15.1. Medical expenses

15.1.1. The Insurer covers expenses for emergency medical assistance that have occurred to the Insured during a trip outside of the country of residence in connection with sudden illness of the Insured or due to an accident.





**15.1.2.** Emergency dental expenses are covered if an accident has occurred or in acute cases proved by a note issued by the doctor with an indicated precise diagnosis.

**15.1.3.** In case of sudden illness of the Insured or an accident, help must be immediately sought in the nearest medical institution or a doctor must be summoned, the insurance policy and an insurance confirmation issued by the Insurer or a special laminated plastic card issued on the Insured's name (if such a card has been issued) must be presented to the employee of the medical institution or to the doctor providing medical assistance as a proof of valid travel insurance.

**15.1.4.** The Insurer bears the expenses for emergency medical assistance to the Insured only up to the moment the Insured is able to return to the country of residence by him/herself or the Insured can be transported and his life is no longer in danger. On treatment and its duration outside of the country of residence, operations and their necessity, as well as on transportation and/or repatriation of the Insured an agreement is to be reached between the Insurer, the specialist of the medical institution involved and the International Assistance Services Company. The payment of the insurance indemnity may be refused if the Insured has unilaterally decided to undergo examination, diagnostics, treatment or operation, or has unilaterally decided on treatment in a medical facility rendering higher-level services.

**15.1.5.** The Insurer covers expenses of the Insured's phone calls to the Insurer and/or to the International Assistance Services Company. The fact of the telephone call made and the expenses incurred are to be proved by a telephone call printout.

**15.2. Accidental death**

**15.2.1.** If the Insured during the insurance period and during the trip outside of the country of residence sustains physical injuries caused by external factors independent of the Insured's will resulting in death that occurs not later than within 1 (one) year after the accident causing the death, the insurance sum is paid to the beneficiary in compliance with legislation of the Latvian Republic.

**15.2.2.** If the body of the Insured has disappeared because of forced landing, run aground, sinking or vehicle crash where in the Insured had stayed, then the insurance indemnity is paid in accordance with the procedures set forth by the laws of the Latvian Republic for such cases.

**15.3. Irreversible disablement (mutilation)**

**15.3.1.** If the Insured has physically suffered in an accident during a trip outside of the country of residence, and the resulting mutilation is irreversible and complete, and it has occurred within 1 (one) year of the accident that caused the injury, then the Insurer pays the Insured the insurance indemnity which is calculated by multiplying the insurance sum with the percentage shown in the insurance indemnity calculation table for the corresponding disablement.

**15.3.2.** The insurance indemnity is not paid before the disablement is recognized as lasting and irreversible damage. The disablement of the Insured is confirmed by the State Commission of Doctors of Health and Labor Capacity Experts.

**15.3.3.** Prior to the payment of the insurance indemnity, the Insurer may request the Insured, whose disablement is the basis for payment of the insurance indemnity, undertakes an additional medical examination.

**15.3.4.** The total insurance indemnity for irreversible disablement that corresponds to one single insurance event, if its

consequences are several mutilations, are summed up from the separate calculated insurance indemnity sums for each mutilation according to the insurance indemnity calculation table, however it cannot exceed the insurance sum indicated in the insurance policy for the irreversible disablement risk.

**15.3.5.** If the Insured is left-handed, then the percentages for the insurance indemnity calculation for injuries of left and right limbs are changed respectively.

**Insurance indemnity calculation table**

Disablement	Insurance indemnity in % of the insurance sum	
	Right	Left
Loss of one hand	60 %	50 %
Loss of one palm and forearm	60 %	50 %
Loss of one leg above the knee	60 %	60 %
Loss of one leg up to the knee or below the knee	50 %	50 %
Loss of one foot	40 %	40 %
Loss of sight in one eye	50 %	
Loss of sight in both eyes	100 %	
Total loss of speech	100 %	
Complete deafness in both ears	100 %	

**15.4. Medical transport**

**15.4.1.** If the Insured has suffered in an accident or a sudden illness requires transportation of the Insured to the nearest medical institution to provide medical assistance, the Insurer bears the transportation costs that are caused by the transportation of the Insured within the territory of the foreign country, including documented expenses for taxi services or private transport services, not exceeding the sum indicated in the insurance policy.

**15.4.2.** The medical transport necessary and adequate for the transportation is organized by the International Assistance Services Company. Depending on the seriousness of the situation, the Insured is transported by land ambulance, aircraft, train, or in any other suitable way, as well as, in case of necessity, with a sanitary airplane. The manner of transportation that is most adequate to the physical condition of the Insured is agreed upon by the specialist of the local medical institution, the International Assistance Services Company and the Insurer.

**15.5. Transportation of the Insured to the country of residence (repatriation)**

**15.5.1.** If, following the hospitalization or treatment, the Insured is unable to return to the country of residence on his/her own, or because of the unforeseen medical treatment the Insured has been unable to leave the foreign country with the previously planned transport, the International Assistance Services Company in cooperation with the local treating doctor takes all the necessary steps to ensure that the Insured returns to his/her country of residence.

**15.5.2.** If the seriousness of the situation demands it, the International Assistance Services Company ensures that the Insured, while returning to his country of residence, is escorted by adequate medical personnel. Depending on the seriousness of the



situation, the Insured is transported by land ambulance, aircraft, train, or in any other suitable way, as well as, in case of necessity, with a sanitary airplane. Only the medical specialists authorized by the International Assistance Services Company in cooperation with the local treating doctor have the right to make the decision regarding the type of transport that would be the most adequate to the state of health of the Insured.

**15.5.3.** When evaluating the specific case, the Insurer may use and pay for the services of the Latvian Centre of Emergency and Disaster Medicine for the repatriation of the Insured to the country of residence by its specialized transport.

#### **15.6. Repatriation of the Insured in case of death**

If the Insured dies during a trip outside the country of residence, the International Assistance Services Company organizes the transportation of the body of the Insured to the country of residence, not exceeding the insured sum indicated in the insurance policy for the corresponding repatriation risk.

#### **15.7. Payment of coffin expenses**

If the Insured dies during a trip outside the country of residence and the body must be transported in a coffin, the International Assistance Services Company organizes the purchase of a coffin and covers the expenses thereby connected, not exceeding the insurance sum indicated in the insurance policy.

#### **15.8. Travel expenses for the Insured's one family member**

In case during the trip outside the country of residence the physical condition of the Insured due to his/her unexpected illness or personal accident does not allow repatriation or he/she needs to be hospitalized for more than 21 (twenty one) calendar days, the Insurer shall cover a return economy class flight ticket or the first class railway ticket to one family member of the Insured to be at the hospitalized Insured's bedside. The Insurer will cover the afore mentioned tickets only in case the Insured's hospitalization has been with the consent of the Assistance Services Company and the case continues to be under the guidance of the Assistance Services Company, and also if the doctors of the Assistance Services Company together with the treating doctor have agreed that for the improvement of the Insured's state of health the presence of the family member would be advisable.

#### **15.9. Insured baggage risks**

**15.9.1.** For the purpose of these Terms and Conditions the baggage is understood as all travel bags and/or suitcases of the Insured taken with him/her on trip together as one unit irrespective of how many bags or suitcases the baggage consists. Hereby it must be understood that one Insured could take on trip with him/her only one baggage unit. The insured sum given in the insurance policy for the baggage risk refers to one baggage unit, but by no means to each separate bag or suitcase of the baggage.

**15.9.2.** In case the Insured goes on trip by air then the baggage insurance is valid only if it is registered in the Insured's name.

**15.9.3.** If a family travels together, all members of which are Insureds, but there is one common travel bag or suitcase registered for the flight, the insurance indemnity is paid only to this one Insured as for one baggage unit.

**15.9.4.** Only those insured baggage risks are valid for the Insured that are mentioned in the corresponding insurance policy.

#### **15.9.5. Baggage delay**

**15.9.5.1.** In case after the air flight all the Insured's baggage consisting of several bags or suitcases, or a separate baggage bag or suitcase is delayed for 4 (four) hours or more, the Insurer shall

cover the Insured's expenses for the necessary purchases made by the Insured within 36 (thirty six) hours period to substitute personal clothes and toiletries that were in the delayed baggage, to the insured sum stated in the insurance contract for baggage delay risk and observing the conditions given above in clauses 15.9.1.–15.9.4.

**15.9.5.2.** The reimbursed sum for the baggage delay is deducted from the insurance indemnity paid according to the clause 15.9.6 of this article.

**15.9.5.3.** Insurance indemnity for the baggage delay is not paid if the baggage has been delayed when the Insured is returning to his/her country of residence.

#### **15.9.6. Baggage loss**

**15.9.6.1.** If during the air flight the Insured's baggage, registered for the flight in the Insured's name and passed to the authority of the airline, is lost, the Insurer indemnifies to the Insured the baggage loss only after the airline of the respective flight has acknowledged the fact of the baggage loss and has issued a document stating the lost baggage fact and has indicated compensation sum paid to the Insured.

**15.9.6.2.** Regardless of whether the baggage of the Insured has consisted of one or more bags or suitcases, the Insurer pays the Insured the insurance indemnity for one unit of baggage, without exceeding the total, actual value of the baggage (baggage bag(s) or suitcase(s) with the things that they have contained) that has been lost, but not exceeding the insurance sum indicated in the insurance policy for the baggage loss risk, from which the indemnity sum paid by the airline for the same event is detracted, as well as detracting the insurance indemnity sum previously paid to the Insured for the delay of the same baggage, if it has occurred in accordance with the previously mentioned clause 15.9.5.

**15.9.7. Damage to the baggage:** If an Insured's baggage bag or suitcase is damaged during an air flight, after being registered for the flight in the Insured's name and being submitted to the airline company's care, then the Insurer bears the expenses of the repair of the damaged bag or suitcase. If the damaged bag or suitcase cannot be repaired, the Insurer pays for the purchase of a new bag or suitcase of equal value.

**15.9.8.** The insurance indemnity is not paid in the following cases related with baggage:

- for baggage risk (risks) that has (have) not been indicated in the specific insurance policy concluded between the Insurer and the Policy Holder,
- for theft of separate baggage items from the Insured's baggage that has been submitted to the airline's care during an air flight,
- for scratched, broken glass or other breakable objects,
- for damaged Insured's baggage or separate items of the baggage that has been caused by the leak of a fluid contained in the baggage,
- for losses and damages caused by the customs office or by any other official institution during the detention, examination, confiscation or destruction of the baggage, baggage bags or suitcases, or personal items in accordance with the existing legislation of the corresponding foreign country,
- if during a 24 hours period from the establishing of the event the airline company has not been notified on it,
- for the loss of money, currency or bank notes, credit cards, checks, travel tickets, securities of any type, manuscripts, presentation materials,



- for loss or damage of jewelry or precious metals, fur, antique or rare objects or objects of art,
- for transport vehicles or their accessories or replacement parts,
- for loss or damage of musical instruments,
- for baggage that has been lost (theft of baggage that has occurred in uncertain circumstances is considered as lost baggage).

#### **15.10. Delayed or temporarily cancelled flight**

**15.10.1.** The insured risk of delayed or temporarily cancelled flight is valid for the Insured only in case it is given in the corresponding insurance policy.

**15.10.2.** Flight delay or temporary cancellation risk applies to each flight of the Insured separately.

**15.10.3.** If the air flight of the Insured has been delayed or temporarily cancelled for 4 (four) or more hours, the Insurer covers the Insured's expenses for meals, hotel, transport to/from the airport or other reasonable additional expenses that have been caused by the flight delay or temporary cancellation, but not exceeding the insurance sum indicated in the insurance policy for the flight delay or temporary cancellation risk. Only the unforeseen expenses of the Insured for the period from the officially listed departure time of the air flight up to the actual departure time with the planned flight are covered.

**15.10.4.** Air flight delay insurance applies to all regular flights that are operated by registered airlines whose flight schedules are published. The flight delay insurance does not apply to charter flights.

**15.10.5.** The Insurer does not cover expenses for flight delay or temporary cancellation risk if the flight has been delayed or temporarily cancelled for a period of time that is shorter than 4 (four) hours

#### **15.11. Delayed transit**

**15.11.1.** Insurance of delayed transit applies only in case if this risk is indicated in the insurance policy.

**15.11.2.** If the insurance policy of the Insured mentions delayed transit risk for a determined insurance sum and if the Insured's trip consists of several, connected transit trips of which the first is an air flight and it has been delayed or temporarily cancelled due to technical reasons or bad weather conditions, regardless of the time of the delay, due to which the Insured, upon arriving at the transit point, misses his next trip, the Insurer pays the Insured for his/her additional expenses to continue the planned trip by the same means of transport or alternative means of transport as well as the Insured's expenses for hotel services in the transit point but not exceeding the total insurance sum indicated in the insurance policy for the delayed transit risk.

**15.11.3.** A travel transit point may be a foreign port, airport, train or bus station, ferry terminal where the Insured has planned to transfer to another means of transport in order to continue the undertaken trip.

**15.11.4.** Insurance does not cover the Insured's expenses if

- the transit period, that is, the period between the planned time of arrival in the transit point indicated in the flight schedule and the time of continuing the trip with the next means of transport is 2 (two) hours or less;
- the transit period, that is, the period between the planned time of arrival in the transit point indicated in the flight schedule and the time of continuing the trip with the next means of

transport is 12 (twelve) hours or more;

- in the transit point the Insured is refused a seat on board of the airplane due to the lack of vacant seats;
- transit is missed due to the fact that the arrival in the transit point has been delayed by official state institutions;
- delayed arrival at the place of departure has been caused by the deficiencies in traffic organization committed by the traffic company, due to computers or mistakes that have been made by the employee responsible for organization and planning of the Insured's trip.

#### **15.12. Curtailment of the trip**

**15.12.1.** Travel curtailment risk applies if it has been indicated in the Insured's insurance policy.

**15.12.2.** Travel curtailment occurs if the Insurer is forced to terminate the undertaken trip to return prematurely to the country from which the trip had been undertaken.

**15.12.3.** In case of premature trip termination the Insurer pays for the travel and hotel expenses that have been necessary to return to the country from which the trip was undertaken, on condition that the trip had to be terminated due to the following causes occurred during the trip of the Insured:

- unforeseen and sudden serious illness of the Insured's first order relative that threatens the life of the relative, or the death of the relative,
- property loss of the Insured or serious material damage to his/her immovable property, if such a loss has occurred due to a criminal offence, fire or natural catastrophe, and if as a result the presence of the Insured is required by the investigation or corresponding circumstances.

#### **15.13. Trip cancellation**

**15.13.1.** The trip cancellation risk applies if it has been indicated in the Insured's insurance policy.

**15.13.2.** The Insurer pays for the unforeseen expenses of the Insured for the cancellation of his planned and paid trip, that is, if the trip of the Insured has been cancelled due to:

- sudden, unforeseen serious illness of the Insured or his or her death,
- the worsening of the state of health of the Insured due to which the Insured has not been permitted to take the flight, and the prohibition together with the diagnosis is indicated in the note issued by the specialist doctor,
- an accident that has occurred to the Insured as a result of which he/she has suffered physical injury,
- unforeseen occurrence of serious, critical worsening of health, involvement in an accident or death of a first order relative of the Insured, as a result of which the Insured may not undertake the planned trip,
- property loss of the Insured or serious material damage to his immovable property, if such a loss has occurred due to a criminal offence, fire or natural catastrophe, and if as a result of the undertaken investigation the Insured may not undertake the planned trip.

**15.13.3.** In case of travel cancellation the Insurer pays the Insured the insurance indemnity that may not exceed the actually paid and irrecoverable expenses of the Insured for the booked trip that has been cancelled, deducting from the payable insurance indemnity the deductible in the amount of EUR 100. The maximum insurance indemnity sum may not exceed the insurance sum indicated in the insurance policy from which the deductible is deducted.



**15.13.4.** If the trip has been planned for the family or several persons and they all have purchased the Insurer's travel insurance that included travel cancellation risk, and one of the Insureds pays for the total expenses of the entire group for the trip or travel package, which is attested by one common invoice/check, then, if the trip of one or more persons of the group is cancelled, on condition that this has occurred according to the clause 15.13.2 of these terms, then the amount of insurance indemnity for each person is calculated by dividing the total sum paid for the trip with the number of passengers, and by deducting from the payable insurance indemnity the deductible for each person.

**15.13.5.** The insurance does not cover the Insured's travel cancellation expenses if:

- the Insured or his/her representative has not notified the Insurer of the cancellation of the trip and the connected circumstances in writing before the planned trip for which the insurance contract has been valid,
- insurance premium has been paid three or less days before the date of the occurrence of travel cancellation circumstances,
- insurance premium has been paid after one of the travel cancellation causes defined in clause 15.13.2 of these insurance terms has already occurred.

#### **15.14. Loss or theft of passport**

If the Insured's passport is lost or stolen during the trip, the Insurer covers expenses of the Insured for obtaining a document of personal identity that replaces the passport from an official state institution that is located in a foreign country and that represents the citizenship country of the Insured in the corresponding foreign country. The Insured's expenses for telephone calls to the corresponding official state institutions in connection with the passport loss/theft and transport expenses to/from the corresponding official state institutions are also covered.

#### **15.15. Personal liability**

**15.15.1.** Personal liability insurance is valid only if such a risk is indicated in the insurance policy.

**15.15.2.** The Insurer bears expenses for injuries, mutilation or death or material damages that the Insured has caused to a third person as a private person and for which the Insured is liable according to the legislation of the Republic of Latvia, on condition that the responsibility has occurred due to the activity or inactivity of the Insured during his travel insurance period.

**15.15.3.** The Insurer compensates the damage to third persons mentioned in the clause 15.15.2 of these terms that are caused by the under-aged child of the Insured up to the age of seven years (including), which is insured together with the Insured according to the insurance contract.

**15.15.4.** The insurance indemnity sum that the Insurer pays for damages or losses caused to third persons by the Insured include court expenses that have occurred while defending the Insured against claims in the court.

**15.15.5.** All losses and expenses that are caused by and related to one and the same event or case, are considered to be one insurance event.

**15.15.6.** If the Insured has insured his/her personal liability with several Insurers, the Insurer pays the insurance indemnity proportionally to the limit of responsibility defined in the insurance policy for the personal liability of the Insured.

**15.15.7.** If several persons are together responsible for losses or

damages, the Insurer indemnifies only the expenses or losses that have been caused specifically by the Insured.

**15.15.8.** Without the written consent of the Insurer the Insured, Policy Holder or any other person do not have the right to plead guilty, give an offer or promises, receive or pay indemnification or admit the occurrence of civil liability in the name of the Insurer or representing the Insurer. The Insurer has the right – but not the obligation – to take over and manage the defense or satisfaction of a claim in the name of the Insured, in order to continue to satisfy the claim for compensation or losses in the name of the Insured.

**15.15.9.** In addition to the exceptions mentioned in clauses 13 and 14 of these terms, the insurance indemnity is not paid in the following cases:

- for financial losses of any kind and nature,
- if the Insured has caused damages or physical injuries to a third person while under the influence of alcohol that exceeds the degree permitted in the corresponding foreign country, or under the influence of narcotic or toxic substances in any degree of intoxication,
- if the personal liability is directly or indirectly connected with a mechanically driven machine, land, air or water transport, regardless of whether the Insured is its owner, conductor, pilot or a person who supervises the pilot, or a person for which the Insured is legally responsible,
- in cases when the damages are caused by animals that belong to the Insured or are in his care, or these animals belong to persons for which the Insured is legally responsible,
- for losses to immovable property, regardless of whether this immovable property belongs to the Insured or the Insured rents it for short-term or long-term residence, or whether the immovable property is a place where the Insured has resided during the travel outside of the country of residence (except cases when the Insured has inadvertently caused damage or losses to devices/equipment/machines or furniture in a hotel or a rented apartment, where the Insured resides during the travel insurance period, on condition that the losses or damages have not been caused due to their wear and tear or incorrect or negligent use),
- for any damages that the Insured has caused in connection with his or her professional or business activity, or in connection with the execution of his work duties,
- for any losses in connection with any kind of agreement, warranty, surety, lease or any other agreement that the Insured has concluded with a third person,
- in cases of physical injury or illness of any person, if it is working for or employed by the Insured according to a work contract or carries out the duties of an apprentice, and/or if the injuries are caused by the execution of the job assigned by the Insured,
- in cases when the third person can receive insurance indemnity for legal liability from another insurance company with which it has signed an insurance contract,
- if the Insured has committed illegal acts or gross negligence causing damage to a third person,
- if the Insured causes damage or losses to itself or its possessions, or if the Insured causes losses to a second person with which it travels together.

#### **15.16. Services of a lawyer in case of traffic accident**

If during the trip outside the country of residence the Insured gets involved into a traffic accident where the Insured has not





been the cause of the accident, and the Insured for his/her defence needs services of a lawyer, the Insurer reimburses the legal costs appearing in relation with the occurred traffic accident.

#### **15.17. Bail bond advance following traffic accident**

In case during the trip of the Insured outside the country of residence a traffic accident occurs and the Insured is arrested or is threatened with arrest, then if according to the local legislation of the corresponding foreign country the Insured could be freed until the envisaged court sitting, the International Assistance Services Company shall arrange a bail bond advance payment after the person authorised by the Insured has installed the required guarantee sum to the Insurer in cash or by bank transfer into the Insurer's bank account in the Republic of Latvia. If the court passes a verdict of not guilty, then the Insurer shall reimburse the amount of the bail bond installed for the Insured, not exceeding the maximum insured sum defined in the insurance policy, though, if the Insured will be acknowledged to be guilty, the installed bail bond payment is not reimbursed.

#### **15.18. Substitution of the Insured**

**15.18.1.** Insurance regarding substitution of the Insured is valid only in case such an insured risk is indicated in the insurance policy.

**15.18.2.** If during a business trip outside of the country of residence the Insured requires urgent hospitalization and/or repatriation, and the Policy Holder (a legal person) needs to substitute the Insured with another person, the Insurer pays for a return economy class airline ticket or first class railway ticket to another person indicated in writing by the Policy Holder, previously harmonizing the expenses, so that this another person would continue fulfillment of the Insured's professional duties in the foreign country. The Insurer pays for these tickets only if the hospitalization has occurred with knowledge of the International Assistance Services Company and the case continues to be managed by the International Assistance Services Company.

### **16. DOCUMENTS NECESSARY FOR PAYMENT OF INSURANCE INDEMNITY**

In order to evaluate and determine whether the occurrence of the insured risk is an insurance event, the indemnity payee must submit:

#### **in all cases:**

- a written application of the Insured or the Policy Holder regarding the occurrence of the insured risk,
- insurance policy or its copy,
- copy of the passport or other personal identity document, presenting the original,
- documents proving the travel;

#### **and additionally:**

- in case of sudden illness or accident – a medical certificate with a precise diagnosis and the printout of telephone calls,
- in case of transportation – checks on transportation,
- in case of disablement of the Insured – the decision of the State Commission of Doctors of Health and Labor Capacity Experts,
- in case of death – a copy of the death certificate and an extract certified by a sworn notary or the court decision regarding the inheritance division,
- in case of baggage or flight delay or temporary flight cancellation – copy of the flight ticket, baggage tag, boarding pass, note from the airline company regarding the delay of baggage

or delay/cancellation of flight with an indicated time of delay/cancellation and the cause for the flight delay/cancellation, as well as checks for the unforeseen purchases that have occurred due to the delay of the baggage or the flight,

- in case of baggage loss during a flight – copy of the flight ticket, baggage tag, note from the airline company affirming the fact of baggage loss and the payment of the indemnity sum to the Insured, checks for purchases made during the trip, if such have been made, the list of the items in the baggage and their approximate value,
- in case of damage of the baggage suitcase or bag during an air flight – copy of the flight ticket, baggage tag, note from the airline company affirming the fact of the damage and the payment of the compensation sum to the Insured, a check issued by the workshop for the repair of the damaged travel bag or suitcase, or, if it is impossible to repair, a note that affirms this, and a check for the purchase of a new travel bag or suitcase of equal value,
- in case of missed transit – copies of tickets for all the connecting trips, documents that attest the delay or temporary cancellation of the flight that caused the failure to board the next connecting trip, invoices/checks for the expenses of the substitute trip or hotel expenses,
- in case of trip cancellation – a copy of the travel ticket, all the checks or invoices that confirm that the Insured has paid for the planned trip or travel package, a notification that is issued by the company that organizes the trip and that confirms the planned trip of the Insured, as well as indicates the sum collected by the company that organizes the trip for the cancelled journey, and a copy of the contract that has been signed between the Insured and the company that organizes the trip, the notification of the specialized doctor regarding the diagnosis of the Insured or his or her family member of the first order (in case of sudden illness), copy of the death certificate (in case of death), a notification from the police regarding an event that has occurred with the property of the Insured (in case of loss or damage of property),
- in case of trip curtailment – copy of the travel ticket, documents that confirm the necessity to cut the undertaken trip, invoices/checks for the paid return journey and/or hotel expenses,
- in case of covering travel expenses for one family member of the first order – a copy of a personal identity document of the relative, a copy of the document that confirms the first order kinship of the relative with the Insured, a copy of the air ticket or the train ticket, invoice/check that confirms the payment of the ticket,
- in case of substitution of the Insured – an application of the employer of the Insured – explanation of the significance of the uncompleted and interrupted mission of the Insured, the planned duration of the mission, as well as indicating the name, surname, code of identity of the substituting person, and the copy of the flight ticket or train ticket purchased for the substituting person, an invoice/check that confirms the payment of the ticket,
- in case of loss or theft of passport – copy of the travel ticket (if the trip has been made by official means of transport – aircraft, ferry, train, bus), a notification from the police of the foreign country, a copy of the application of the Insured that is addressed to an official state institution that represents the Insured's citizenship country in the foreign country, a copy of the renewed passport or temporary personal identity



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document, invoice that confirms the payment of the duty to the corresponding institution for the issue of the substituting document, an extract from the telephone bill that confirms the fact of making telephone calls to the official state institutions, checks for travel expenses,

- in case of personal liability – documents that confirm the trip, documents proving material losses caused by the Insured to a third person or to its property, and any other documents that are connected with the civil liability case and its circumstances,
- lawyer's services after the road traffic accident – a statement issued by the police of the country where the traffic accident has happened, copies of documents that testify taking of legal proceedings, a copy of the agreement signed with the lawyer, a bill on expenses for the provided lawyer's services,
- bail bond advance payment – a statement issued by the police of the country where the traffic accident has happened, copies of documents that testify taking of legal proceedings, the proxy signed by the Insured that authorizes a third person to install bail bond advance sum to the Insurer's bank account, a copy of the bail bond bank transfer, a copy of the court decision.