

# Travel insurance terms and conditions No. CAN17/1

Approved by the Decree No. 2017/01 of Seesam Insurance AS Latvian Branch  
Valid from January 01, 2017

*Translation from the Latvian language.*

*If the insurance terms have been translated and there is disagreement over the translation, the insurance terms in the Latvian language shall be considered to be prevailing.*

## **PART A.** **GENERAL CONDITIONS OF TRAVEL INSURANCE**

### **1. Terminology**

1.1. **Insurer** – Seesam Insurance AS Latvia branch (hereinafter – the Insurer).

1.2. **Policyholder** – a natural person, who enters into an insurance contract for the benefit of himself/herself or another natural person, or a legal person, who enters into a travel insurance contract for the benefit of its employee(s).

1.3. **Insured person** – natural person:

1.3.1. A natural person with an insurable interest and for the benefits of whom an insurance contract is concluded (hereinafter – the Insured).

1.3.2. Children of the Insured up to the age of 7 (seven) years who are insured at the same time as the Insured and with the same insurance cover as the Insured, if an insurance premium for each child is paid in the amount of 50 (fifty) % of the premium calculated for the Insured; the insurance of the child is valid if the child is travelling together with the Insured. A discount is valid for short-term programs, except special "Active recreation/sports programs".

1.4. **Insurance object (for person's insurance during travel)** – the Insured's life or physical condition as well as additional risks, specified in an insurance cover, which are directly related to unexpected costs of the Insured during his/her travel outside the home country.

1.5. **Insurance contract** – an agreement by and between the Insurer and the Policyholder on insurance conditions. The insurance contract consists of an insurance policy and insurance terms and conditions.

1.6. **Insurance policy** – a document that attests entering into an insurance contract and constitutes an integral part of the insurance contract. Each type of an insurance policy contains a certain condition relating to the duration of the travel:

1.6.1. short-term travel insurance policy – person's insurance for one trip, which is no longer than 45 (forty-five) consecutive calendar days;

1.6.2. long-term travel insurance policy – person's insurance for one trip, which is longer than 45 (forty-five) consecutive calendar days;

1.6.3. annual travel insurance policy – person's insurance for unlimited number of short-term trips during the insurance period, where each of short-term trips is no longer than 45 (forty-five) consecutive calendar days.

1.7. **Insurance terms and conditions** – a written agreement between the Insurer and the Policyholder that the Policyholder undertakes to observe and to fulfil to be eligible to receive an insurance indemnity in event if an insured event takes place.

1.8. **Period of an insurance contract** – a period of time specified in the insurance policy, during which the insurance contract is in effect.

1.9. **Insured risk** – an event, the occurrence of which is not dependant on the will of the Insured and occurrence of which is possible during a travel. Insurance risk is valid if it has been stated in an insurance policy.

1.10. **Insurance cover** – the aggregate of the insured risks included in the insurance policy and which ensures the insurance protection for the Insured during his or her travel.

1.11. **Insured event** – a sudden and unforeseeable event that has a causal relationship with the insured risk, that is not dependant on the will of the Insured, and that has occurred to the Insured during his/her travel outside a home country as the result of external circumstances, and upon occurrence of which the insurance indemnity is due in compliance with the insurance terms and conditions.

1.12. **Home country** – a country where the Insured is a citizen (national) and/or a country which has issued a residence permit to the Insured.

1.13. **Territory of insurance validity** – travel insurance is valid 24-hour a day in the geographic territory which is stated in an insurance policy and where insurance contract is valid. Travel insurance is not valid in the Insured's home country.

1.13.1. In the context of the insurance terms and conditions the term "Europe" covers the following countries: Albania, Andorra, United Kingdom (UK), Armenia, Austria, Azerbaijan, Belgium, Bosnia-Herzegovina, Bulgaria, Czech Republic, Denmark, France, Greenland, Greece, Georgia, Croatia, Estonia, Ireland, Iceland, Italy, Cyprus, Kosovo, European part of Russia (up to The Ural mountains under a condition that a visa is not required for entering in Russia), Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Finland, Spain, Switzerland, Turkey, Ukraine, Hungary, Germany, the Vatican, Sweden and the following islands with political affiliation: the Balearic Islands (Spain), Faroe Islands (Denmark), Gibraltar (UK), Hebrides (UK), Jan Mayen (Norway), Canary Islands (Spain), Corsica (France), the Isle of Man (UK) Channel Islands (UK), Orkney Islands (UK), Sardinia (Italy), Shetland Islands (UK), Sicily (Italy), Svalbard Islands (Norway), Isle of Wight (UK). Exceptionally, Israel, Egypt and Morocco may be included in the group of countries covered by the term "Europe".

1.14. **Insurance premium** – a payment for insurance stipulated in the insurance policy.

1.15. **Insured sum** – maximum amount of money specified in the insurance policy and an insurance indemnity may be paid up to this amount to one Insured during one trip.

1.16. **Insurance indemnity** – money to be paid for an insured event or services provided according to the insurance terms and conditions. If at the same time the Insured has two or more travel insurance policies issued by the Insurer, where one or several insurance risks specified in these insurance policies are duplicating, then the insurance indemnity is paid only for one insurance policy – the one with the largest insured amount for the corresponding risk.

1.17. **The receiver of the indemnity** may be:

1.17.1. the Insured, if he or she has paid own expenses related to the Insured event;

1.17.2. the first degree relative who has been specified in an indemnity application (in other cases a person needs to have an authorization in order to receive the indemnity);

1.17.3. a medical institution which has provided medical services to the Insured during a trip;

1.17.4. licensed physician who has a private practice and who has provided medical services to the Insured during a trip, if the Insured has not paid the expenses himself or herself that have occurred as the result of a sudden illness or accident;

1.17.5. third party in case of civil liability of the Insured;

1.17.6. beneficiary in an event of the Insured's death.

1.18. **Travel** – a trip of the Insured for specific period of time outside the home country to engage in tourism, recreation, special sports activity (if it is foreseen by the terms of the insurance cover), entertainment or business travel during which a travel insurance is valid.

1.19. **Transportation period** – if there is baggage to hand in it is a time period when baggage is handed to a carrier's employee before the travel has started and up to the moment when it is possible to receive the baggage at the destination point, or if a person is travelling without a baggage to hand in to a carrier, the time period from the identification control when the travel has started and up to the identification control at the destination point.

1.20. **The beginning and end of the travel insurance operation** – the travel insurance starts and ends to be valid as soon as the Insured crosses the border of a home country:

1.20.1. with an airplane, ship or ferry – when the border is crossed by passing a passport control at the place of border passing;

1.20.2. with a bus, car, train, motorcycle, bicycles or on foot – when the border is crossed at the border crossing point (on the official border of a country);

1.20.3. with a yacht – when a border is crossed by exiting beyond country's territorial waters or by entering in territorial waters of a country according to the agreements of corresponding countries along borders of water bodies.

1.21. **European Health Insurance Card** (hereinafter – EHIC) – a special identification card intended and operated in the member states of the European Union as well as for citizens of Norway, Liechtenstein, Iceland and Switzerland as an approval that residents during short-term stay in any of the aforesaid

countries may receive stated guaranteed emergency assistance or required medical assistance at the same amount as it is granted for the residents of the relevant country.

**1.22. Global natural disaster** – natural disaster which is independent from person's will and activity and which has occurred suddenly causing enormous damage for nature and buildings and during it people die or people's health and/or physical condition suffer.

**1.23. Chronic disease** – a condition opposite to a sudden illness – a gradual worsening of physiological processes and body functions which have been developing internally and during a long period of time and they are described by more or less frequency of rapid changes in a health condition (disease outbreaks) regardless if this health condition was diagnosed before the Insured's travel was started. In the scope of these insurance terms and conditions the following diseases are regarded as chronic diseases as such diagnosed illnesses develop gradually and initially often without visible/noted symptoms: infarction, ischemic heart disease, angina pectoris, aneurism of any type, atherosclerosis, stroke, spondylosis, osteochondrosis, radiculitis, kidney failure, diabetes, cirrhosis of liver, multiple sclerosis, asthma, tuberculosis, benign or malignant tumours, thrombosis, etc.

**1.24. Hospitalization** – placing of the Insured in a hospital, due to sudden, life threatening illness or accident, emergency assistance is required for a clinical inspection or urgent surgery.

**1.25. Exacerbation of chronic illness** – sudden occurrence of chronic illness characteristic symptoms which were not explicit before travel started and as the result the Insured needs immediate medical assistance.

**1.26. Beneficiary** – a person who is eligible to receive an insurance indemnity in an event of the Insured's death and by observing the procedure stipulated in the legislative enactments of the Republic of Latvia for such cases.

**1.27. Immediate medical assistance** – medical services that are urgently necessary to the Insured due to an acute worsening of his or her health as the result of a sudden illness, accident or exacerbation of chronic illness in order to avoid further adverse health effect and/or threats to the Insured's life.

**1.28. Accident** – during the period of travel insurance an event when an impact of the sudden, unforeseen and independent from Insured's will external conditions results in a physical injury or a death of the Insured.

**1.29. Assistance service** – a service specializing in providing of help in any world country to travellers who require a medical assistance, medical transport or repatriation or other services and covering of their related invoices with whom the Insurer has concluded a special contract on providing of the aforesaid services to insured persons.

**1.30. Pandemics** – an epidemic in wide region or worldwide mainly due to a serious infection disease which is easily spreading and has not been known before or there have been similar events of such disease in small amount for the infected population.

**1.31. Deductible** – a part of loss specified as percentage or an amount of the loss and it is a participation of the Insured in an insured event and the Insurer is not paying this amount and it is deducted from, the insurance indemnity according to the terms and conditions of the insurance terms and conditions. Deductible is specified for each Insured person.

**1.32. Sudden illness** – an unforeseen, unexpected and rapid worsening of a health condition during travel and due to this reason the Insured requires an immediate medical assistance and if this health problem was not explicit before.

**1.33. Repatriation** – a transportation of the Insured to the home country that is required due to a sudden illness, accident, unforeseen hospitalization or event of death of the Insured during travel. Repatriation is ensured up to the airport of the Insured's home country if the transportation is carried out by an airplane or up to the border of the Insured's home country, if the transportation is carried out by other types of the transportation.

**1.34. Third party** – a person who is not Policyholder, neither the Insured, nor beneficiary, representative of the Insured as well as family members of the Insured.

#### **1.35. Active recreation/sports activities during travel**

If the Insured:

**1.35.1.** during a travel without previous planning participates in short-term increased risk activities which are no longer than one to two days with or without a local instructor or experienced group guide and that a local tourism company of the relevant country is organizing for incoming tourists as additional entertainment activity (aerobics, badminton, bowling, dancing, cross-country skiing, fitness, table tennis, golf, yoga, curling, gym classes, Nordic walking, orienteering, paintball, beach volleyball, volleyball, tennis, water polo, exercising, running, swimming, snorkelling, diving up to 10 (ten) meter depth, water skiing, windsurfing, surfing, rafting, kite boarding, boat rides or water runners in inland waters, coastal waters or mountain rivers,

fishing, sailing and riding a motor boat in inland waters or coastal waters up to 24 (twenty-four) miles from the coast, cycling tours, biking in mountain area, hot air ballooning, mountain hiking up to 2 500 (two thousand five hundred) meter altitude, safari, archery, harrows, tennis), then the insurance is valid without an additional payment of the insurance premium if the risk "Recreation activity insurance" is included in the insurance policy;

**1.35.2.** takes journey with a purpose to engage in increased risk hobbies, sports and/or sports activities where the Insured is exposed to high risk of sustaining an injury, the insurance cover shall be in effect if the corresponding special "Active recreation/sports program" is purchased:

**1.35.2.1.** winter recreation activities – speed skating, biathlon, driving snowmobiles, figure skating, hockey, cross-country skiing, downhill skiing, curling, snowboard, short track, ice sailing, mogul, skijoring, bobsleigh;

**1.35.2.2.** average risk recreation activities – aerobics, badminton, basketball, bowling, floorball, frisbee, soccer, table tennis, golf, handball, mountain hiking up to 2 500 (two thousand five hundred) meter altitude, diving up to 10 (ten) meter depth, orienteering, snorkelling, beach volleyball, tennis, athletics, gymnastics, volleyball, parasports;

**1.35.2.3.** high risk recreation activities – rowing, sailing, horseback riding, kite boarding, marathon, paragliding, swimming, rafting, rugby, cycling, surfing, kayaking, water polo, waterskiing, wakeboarding, triathlon;

**1.35.2.4.** very high risk recreation activities – mountain hiking up to 5 000 (five thousand) meter altitude, BMX, moto sports, ski racing, deepwater scuba diving (up to 30 (thirty)) meter depth (with corresponding PADI system certificate or analogue), F-1 powerboats, heli-boarding, heli-skiing, skydiving, biking in mountain area, rock climbing, moto sports, skeleton, ski jumping, ski jumping (winter);

**1.35.3.** if a person is engaged in any kind of sports on a professional level then a travel insurance is not effective;

**1.35.4.** has chosen a higher risk class than the lowest offered then regarding medium, high and very high risk recreation activities the selected highest risk class includes the insurance of recreation risk activities from the lowest class. For example, when choosing insurance of high risk recreation activities the Insured's insurance covers also medium risk recreation activities automatically.

**1.36. Physical work** – work which mostly requires active operation of skeletal muscles. For purpose of these terms and conditions it is hired labour in construction, agriculture, printing, mechanical engineering, metallurgy, work at heights, work related to moving and lifting of heavy loads etc.

**1.37. Damage to health, life, physical condition in case of a civil liability insurance** – suffering of an injury or illness by the third party (regardless if these injuries/illness have caused death or not).

**1.38. Material loss in an event of civil liability insurance** – physical damage of property or full/partial loss of it if it was a property of the third party.

**1.39. Repeated bone fracture** – there has been a prior bone fracture in a location of a bone fracture and where bone strength has been decreased due to an insufficient healing or too fast restart of physical activities or load. When processing an Insurance event in a case of a repeated bone fracture, a time factor is not taken into account – there is no meaning how much time has passed since the bone fracture occurred at the same location.

**1.40. Pathological fracture** – a bone fracture in a location where previous illness has caused degenerative changes in bone density and structure.

## **2. Conclusion of an Insurance contract. Expanding contract's operation and termination**

**2.1.** The insurance contract is regarded as concluded and comes into effect on a day and time stated in an insurance policy but not earlier than an insurance premium is paid in full amount.

**2.2.** Insurance contract is terminated when travel cancellation risk takes place (see Part IV of Article 6 for more details). Paid insurance premium is not returned. For annual policies if travel cancellation risk comes into effect the risk is not effective for trips which start on a date within the period of a cancelled trip.

**2.3.** In an event when the travel cancellation risk is reported, but an insurance indemnity is declined based on the insurance contract terms and conditions, the Insured is returned the paid amount of an insurance premium withholding Insurer's administrative expenses in the amount of 25 (twenty-five) %.

**2.4.** The Insurer and/or Policyholder may terminate the insurance contract:

**2.4.1.** in cases specified in the Law "On Insurance";

**2.4.2.** unilaterally before the end of an Insurance period, including after the Insured event occurs, when the Insurance indemnity is paid or before paying the Insurance indemnity if the Insurer has determined the amount of related

loss for the Insured event. The Insurance contract is terminated 15 days after the day when the corresponding Party has sent a written notification on the termination of the Insurance contract or both Parties have agreed in a written form about different procedure for the termination of the contract.

2.5. The termination of the insurance contract does not impact the rights of the Insurer to request from the Policyholder the insurance premium or a part thereof for a period when the insurance contract was effective.

### 3. Duties and rights of the Policyholder and/or the Insured

3.1. To be familiar with, observe and to fulfil all terms and conditions of the insurance contract and insurance terms and conditions defined by the Insurer.

3.2. If the Policyholder is a legal entity and an insurance contract program is "Business Travel" – open policy where the Insured persons are not initially indicated in the list of Insured – then no later than within 1 (one) work day before the Insured is leaving the home country it is a duty of the Policyholder to inform the Insurer in a written form on individuals (first name, last name, ID number, insurance period) who will be insured. Otherwise, the corresponding individual will not be regarded as insured pursuant to the insurance contract.

3.3. It is a duty of the Policyholder to inform the Insured on the fact that he or she is insured and to inform this person on the terms and conditions of this insurance contract.

3.4. If a sudden illness or accident takes place, the Insured shall immediately visit the closest medical institution and follow all instructions of an attending doctor as well as contact Insurer's Assistance service.

### 4. The duties of the Policyholder and/or the Insured after the occurrence of the insured risk

4.1. The Policyholder, the Insured, beneficiary, representative of the Insured or family members of the Insured shall immediately or as soon as possible, but not later than 30 (thirty) days, inform the Insurer or Insurer's Assistance service on the occurrence of the insured risk.

4.2. When receiving medical treatment in medical institutions of the European Union, the European Economic Zone or the Swiss Confederation, it is the duty of the Insured to show the EHIC card. If the Insured does not have the EHIC card then the Insured or the authorized person of the Insured as instructed by the Insured shall apply for it at the National Health Service or the institution of the home country which issues the EHIC card or its equivalent and shall submit it to the corresponding medical institution where the Insured receives medical assistance.

4.3. The Policyholder and/or the Insured submits to the Insurer all documents describing the occurrence of the insured risk and loss caused by it as well as provides any other information and/or documentation requested by the Insurer. Documents and indemnity application shall be submitted via Insurer's site [www.seesam.lv](http://www.seesam.lv).

4.4. It is a duty of the Insured to prove the occurrence of the Insured event.

### 5. Compensation principle

5.1. By applying the compensation principle the insurance indemnity to be paid shall not exceed the loss caused by the Insured event.

5.2. Only proven loss shall be compensated.

### 6. Procedure for solving of disputes

6.1. Any disputes shall be solved by means of negotiations.

6.2. If disputes have arisen based on the fact that an issue is not regulated in the insurance terms and conditions, then the parties solve this issue as stipulated in the laws and regulations of the Republic of Latvia.

6.3. If parties are unable to solve the disputes by the means of negotiations then this case is handed for proceeding in the court of the Republic of Latvia pursuant to the laws and regulations of the Republic of Latvia.

### 7. General exceptions

7.1. The Insurer's duty to compensate loss does not come into effect if loss has occurred as the result of an exclusion stipulated in the legislation enactments of the Republic of Latvia or in the insurance terms and conditions.

7.2. General exceptions are:

7.2.1. terrorism – terrorism acts or result thereof, notwithstanding any other causes which accidentally or in other way contributed to occurrence of losses, damage or expenses; for the purpose of this provision an act of terrorism means act of violence or a dangerous action threatening to human lives, tangible or intangible property or infrastructure, with an intention to influence any government or to put the public or part of thereof in fear.

7.2.2. war, military invasion, civil war, uprising, revolution, riot, usurpation of military or any other power;

7.2.3. global natural catastrophes and natural disasters, except cases pursuant to Article 7 of insurance risk block IV "Course of the travel" in Part B of these insurance terms and conditions;

7.2.4. strikes which before of the beginning of the travel have been reported in mass media;

7.2.5. pandemic or other global range epidemic and security measures related to it, for example, cancellation of flights, refusal of an entry in or exit from a region suffering from epidemic or pandemic.

7.2.6. the Insured's physical work outside a home country if it has not been indicated in the Insured's insurance policy.

## PART B. SPECIAL TRAVEL INSURANCE CONDITIONS

### I. Insured risk block – medical expenses and health

1. Block MEDICAL EXPENSES AND HEALTH includes insured risks as follows:

- Medical expenses;
- Dental expenses;
- Medical transport;
- Insured's repatriation in an event of an illness;
- Insured's repatriation in an event of death;
- Travel expenses of 1 (one) family member;
- Travel expenses for substitution of the Insured;
- Child evacuation;
- Substitution of the Insured.

#### 2. Medical expenses

2.1. An insured event is a necessity to receive immediate medical assistance due to:

2.1.1. sudden illness of the Insured;

2.1.2. exacerbation of a chronic disease;

2.1.3. body injury as the result of an accident;

2.1.4. sudden and acute deterioration of a health condition (e.g., poisoning, sun or heat stroke, burns, drowning, etc.);

2.1.5. in an event of pregnancy complications.

2.2. The Insurer shall cover the expenses for the immediate medical assistance provided to the Insured or Insured's hospitalization but no more than 30 (thirty) days per each insured event and not exceeding the maximum insured sum according to Paragraph 1.15 of Part A "GENERAL CONDITIONS OF TRAVEL INSURANCE".

2.3. When an insured event occurs the client shall inform the Insurer's Assistance service by calling to the number indicated in the Insurance policy.

2.4. The Insurer and the specialist of the relevant medical institution agree on a treatment and its duration during the travel, surgeries and their necessity. A payment of an insurance indemnity may be refused in cases if the Insured or Insured's relatives unilaterally decide to have an examination, diagnostics, treatment or surgery or also when they choose to receive the treatment in higher service medical institution or to change the medical institution at their discretion.

2.5. If during a travel the Insured receives an immediate medical assistance due to an acute deterioration of a health condition that is explicit as sudden and unforeseen attack of chronic illness, the Insurer shall pay costs for the immediate medical assistance services for decreasing of the attack but no more than 5 (five) hospitalization days not exceeding EUR 1 500 (one thousand five hundred) limit if these services are not covered by the conditions of the EHIC card.

2.6. Medical expenses for a surgery are reimbursed only with the condition that the need of a surgery is acute and urgent and failure to perform an immediate surgical operation can drastically impair the Insured's medical condition or endanger the life of the Insured.

2.7. The Insurer will reimburse the cost of immediate medical assistance during an acute case of pregnancy complications, up to EUR 1 500 (one thousand five hundred), if the duration of pregnancy does not exceed 30 (thirty) weeks and a pregnant woman can present a permission to travel, issued by her attending doctor in her home country no earlier than 1 (one) week prior to the scheduled travel commencement date.

2.8. By receiving non-hospital or hospital treatment the Insured is reimbursed expenses for prescribed medication, except the medication that the Insured is supposed to use regularly for treating illnesses which the Insured has before the insurance came into effect.

2.9. The Insurer reimburses expenses for a purchase or rent of technical medical assisting means (e.g., crutches, wheelchair, orthoses) if prescribed by a doctor and they are required for short-term but not exceeding EUR 300 (three hundred) for each insurance event.

2.10. The Insurer shall reimburse costs for a purchase or rental of technical medical aids or equipment permanently used by the Insured, such as prescription glasses, body part replacement prostheses, hearing aids, wheelchair, if these aids have been irreversibly damaged as the result of an accident where the Insured was involved, and if without them the Insured is unable to function socially, in order to return to his/her place of permanent residence/home country; however, no more than EUR 300 (three hundred) for a single insurance case.

2.11. The Insurer pays the Insured's phone call expenses incurred in order to communicate with the Insurer and/or the 24-hours Assistance service. The fact of the calls and the expenses thereof are confirmed with a printout of phone calls.

2.12. If the Insured has got a bodily injury as the result of an accident, the Insurer shall reimburse the Insured for the costs of dry cleaning, repairing or re-purchase of the damaged clothes the Insured was wearing at the time of the accident, if the clothes have been irretrievably damaged in the accident or at a medical institution in a course of the provision of emergency assistance to the Insured. The Insurance indemnity shall be paid on the basis of a medical certificate confirming the occurrence of the accident and the submitted invoice/receipt, provided that dry cleaning of clothes is specified as an additional risk in the insurance policy.

2.13. The Insurer shall pay the expenses for the first, immediate medical assistance provided to the Insured while travelling outside his/her home country, if these expenses are not covered in the respective country under the European Health Insurance Card (EHIC).

2.14. If the Insured has paid the expenses for immediate medical assistance himself or herself exceeding EUR 500 (five hundred) in a country where such expenses are covered within the EHIC, before submitting of the indemnity application to the Insurer the Insured is required submit an application and payments' supporting documents to the National Health Service (hereinafter NHS) of the Republic of Latvia. The Insurer processes the insurance application after receiving of the NHS opinion and reimburses the difference.

### 3. Dental expenses

3.1. The Insurer covers medical expenses for the following dental services that are provided to the Insured in an event of acute dental pain or injury, as certified by a statement issued by a physician and containing an exact diagnosis:

- 3.1.1. physician consulting;
- 3.1.2. X-ray to make a precise diagnosis;
- 3.1.3. root canal opening and cleaning;
- 3.1.4. extraction in a case of acute pain, abscess, or tooth trauma;
- 3.1.5. dental fillings.

### 4. Medical transport

4.1. In an event when the Insured needs be brought to a closest medical institution in order to provide emergency medical assistance because of an injury caused to the Insured as the result of an accident or because of a sudden illness, the Insurer shall cover transportation costs incurred in relation with transportation of the injured Insured in the territory of the foreign country, not exceeding the maximum amount specified in the insurance cover for medical transport risk.

4.2. Depending on the seriousness of the situation, the Insurer may agree with a medical facility on transportation of the Insured by a specialized land ambulance transport, by airplane, railway or in some other appropriate manner, and, if necessary, by air ambulance.

### 5. Medical transport in home country

5.1. The Insurer shall cover transportation costs of the Insured as prior agreed with the Insured from the home country airport to the nearest medical facility in insured's home country where medical assistance is ensured pursuant

to the health conditions of the Insured if hospitalization in home country has been prescribed by a physician of a foreign hospital and this institution follows the repatriation of the Insured as organized by the Insurer.

### 6. Repatriation of the Insured in an event of illness

6.1. The Insurer shall organize and cover the repatriation of the Insured if:

- 6.1.1. repatriation has medical justification;
- 6.1.2. after hospitalization or treatment the Insured is not physically able to return to his/her home country;
- 6.1.3. after hospitalization or treatment, a specialized transport is required for transportation of the Insured to his/her home country due to his/her physical condition;
- 6.1.4. the health state of the ill or injured Insured permits transportation and if the local medical services in the respective foreign country are significantly more expensive than in the home country of the Insured;
- 6.1.5. due to a hospitalisation, the Insured has not been able to leave the respective foreign country and return to the home country with the anticipated transport due to the expired validity period of a return ticket.

6.2. Insurer and/or Assistance service in cooperation with a local attending doctor shall do all necessary operations for the Insured to be able to return to his/ her home country:

- 6.2.1. with regular land or air transport if the Insured is physically able to do it:
  - 6.2.1.1. by covering ticket change expenses for tickets bought in a home country if tickets have expired and terms of the purchased tickets permit the exchange;
  - 6.2.1.2. by purchasing a new economic class ticket(s), if a ticket exchange is not permitted or if tickets have expired;
  - 6.2.1.3. by purchasing a new business class ticket if a purchase of such is required for the transportation of the Insured and it has been indicated by attending doctor;

6.2.2. with specialized inland ambulance or air transportation covering costs for:

- 6.2.2.1. transportation;
- 6.2.2.2. assisting medical staff if it is required due to the seriousness of the situation (limit – EUR 1 000 (one thousand));
- 6.2.2.3. the accompanying third party, if it is agreed with the Insurer.

6.3. Only medical personnel authorized by the Insurer and/or the Assistance Services, in cooperation with the local attending doctor, have the right to decide on the means of transport that would be most appropriate taking into account the Insured's condition of health.

6.4. In an event if the Insured has carried out repatriation without the Insurer's consent, the Insured himself/herself is liable for repatriation and related complications.

### 7. Repatriation of the Insured in an event of his/her death

7.1. If the Insured dies during a travel, the Insurer or the Assistance Services organizes transportation of a dead body of the Insured to his/her home country.

7.2. Upon a written agreement with the Insured's relatives the Insurer and/or the Assistance Services can arrange cremation or burial in the country where the accident occurred, not exceeding 10 (ten) % of the insured sum indicated for the corresponding repatriation risk in the insurance policy.

7.3. If the Insured dies during a travel outside his/her home country, the Insurer or the Assistance Services shall cover the expenses related to purchase of the coffin required for transportation.

### 8. Travel expenses for 1 (one) family member

8.1. The Insurer shall cover previously agreed travel expenses for 1 (one) family member of the Insured or an acquaintance if as the result of a sudden illness or an accident:

- 8.1.1. the Insured is hospitalized for more than 21 (twenty one) calendar days, or
- 8.1.2. the attending doctor has recognized a necessity of presence of a family member or acquaintance, or
- 8.1.3. according to an opinion of the attending doctor in a foreign country the life of the Insured is threatened and due to this reason the repatriation of the Insured to a home country is impossible.

8.2. The Insurer shall cover costs of 1 (one) family member or travel acquaintance of the Insured for purchase of a two-ways economy class ticket to the location of hospitalization as well as hotel accommodation costs up to 50 EUR per day for no more than 10 (ten) days. Total travel expenses for a



family member or travel acquaintance cannot exceed the insured sum specified in the insurance cover for that Insured risk.

8.3. The Insurer shall cover the aforesaid expenses if the hospitalization of the Insured has happened under a care of the Insurer and/or Assistance Service and this case continues to be under guidance of the Insurer and/or Assistance Service as well as if the Insurer and/or Assistance Service medical staff together with an attending doctor have agreed on the necessity of presence of a family member for improvement of the Insured's health condition.

**9. Transportation of a minor child to a home country**

9.1. In an event if the Insured, who travels together with another Insured – a minor child (up to age of 16), cannot return home from the travel in due time due to hospitalisation, the Insurer shall pay the costs associated with transportation of the child back to his/her home country. The said costs shall not be reimbursed, if the Insured's spouse, a relative of the child or the Insured's travel companion travels together with the Insured.

9.2. The Insurer shall cover the aforesaid expenses if the transportation of the Insured's child to his/her home country has happened by a mutual written agreement with the Insurer.

**10. Substitution of the Insured**

10.1. If during a business travel outside the home country urgent hospitalization and/or repatriation of the Insured is required, and it is necessary for the Policyholder to replace the Insured with another person, the Insurer shall pay, upon a previous coordination of costs, for a two-way economy class ticket to another person designated in writing by the Policyholder, and the substitute shall continue to perform the Insured's professional duties in the foreign country.

10.2. The Insurer shall pay for the said tickets only if the repatriation or hospitalization of the Insured has been coordinated with the Insurer and/or the Assistance Service and the case continues to be under control of the Insurer and/or the Assistance Services.

10.3. In an event of substitution of the Insured his/her the insurance cover, except, the risk of the substitution of the Insured, shall not be carried over to the substituting person.

**11. Exceptions**

11.1. No medical, transportation and/or repatriation expenses for a sudden illness or physical injury shall be reimbursed if the cause of the illness or injury is:

11.1.1. directly or indirectly related to human immunodeficiency virus (HIV) or any related illness, including AIDS;

11.1.2. radioactive poisoning, poisoning with biological and/or chemical substances;

11.1.3. sexually transmitted diseases and any other conditions relating thereto.

11.2. Travel insurance shall not cover medical costs and related transportation and/or repatriation costs:

11.2.1. which have occurred when being engaged in winter kinds of sports outside specially designed and processed and equipped runs;

11.2.2. for treatment of chronic or congenital diseases, with the exception of an acute exacerbation of chronic diseases under the provisions of insurance risk block "Medical expenses and health" in Paragraph 2.5. of Part B of these Terms and conditions;

11.2.3. for the treatment of an illness, the symptoms of which were visible prior to the commencement of the travel;

11.2.4. for diagnosis and preventive examinations;

11.2.5. for treatment that requires staying at a hospital more than 30 (thirty) days;

11.2.6. for a plastic surgery and cosmetic treatments;

11.2.7. for examination and treatment related to pregnancy, termination of pregnancy, abortion, premature birth and post-natal complications;

11.2.8. for procedures prescribed by a therapist and related to rehabilitation (e.g., physical therapy, therapeutic exercises);

11.2.9. for treatment of any nervous or mental illnesses, regardless of their classification, as well as for treatment of mental depression and insanity, psychotic reactions and/or impaired consciousness, regardless of the reason, which caused them;

11.2.10. for heart and vascular surgery, tissue and organ transplantation, for prosthesis;

11.2.11. for surgeries which are not urgent, including knee surgery (arthroscopy or otherwise), or in an event of injury of meniscus or injury of knee ligament;

11.2.12. for the non-traditional methods of treatment specified in laws and regulations of the Republic of Latvia;

11.2.13. when the sudden illness of the Insured, accident or any other Insured risk event specified in the insurance cover has occurred under the influence of alcohol (establishing a causal link between alcohol intoxication and injuries obtained);

11.2.14. for treatment of infectious diseases against which, while staying in a certain geographical region, epidemiologists recommend vaccination, but this exception does not apply if the Insured prior to the travel has undergone a full course of vaccinations within the timeframes specified in the vaccination plan;

11.2.15. if the Insured has intentionally used toxic substances and/or drugs, that results in acute, severe poisoning, sudden illness, accident or any other event of the Insured risk;

11.2.16. which have arisen from the Insured's suicide or attempted suicide;

11.2.17. if the Insured has participated in a criminal offence;

11.2.18. if the Insured after reception of emergency medical assistance refuses from repatriation, although according to a medical certificate the Insured's medical condition permits to travel;

11.2.19. for unforeseen medical services, death or disablement, transportation and/or repatriation if the Insured has been travelling with the intention to participate in competitive sports, sports games or trainings, unless it has been stated in an Insurance policy;

11.2.20. Travel insurance shall not cover medical expenses at the Insured's home country, except cases when the parties agree assessing the circumstances of an event.

**II. Insured risk block – accidents**

1. The insured risk block ACCIDENTS includes:

- Disability;
- Event of death;
- Bone fracture.

**2. Disability**

2.1. If the Insured while travelling outside the home country has sustained a physical injury as the result of an accident and if the injury has resulted in an irreversible, complete disablement, which occurs within 1 (one) year after the accident having caused the injury, the Insurer shall pay to the Insured an insurance indemnity, amount of which is calculated by multiplying the insured sum with the percentage of the irreversible disablement specified in the Table for calculation of insurance indemnity.

2.2. The insurance indemnity shall not be paid unless the disablement is recognized as permanent and irreversible loss.

2.3. Before the insurance indemnity payment the Insurer may request an additional medical examination of the injured Insured, whose disablement is the basis for a payment of the insurance indemnity.

2.4. If the Insured is left-handed, the percentage set out for the calculation of the left and right limb injuries, shall be changed respectively.

2.5. Table for calculation of insurance indemnity:

Permanent health damage (disablement)	Insurance indemnity in per cent from insured sum	
	Right	Left
Loss of one arm	60 %	50 %
Loss of on wrist and forearm	60 %	50 %
Loss of one leg above the knee	60 %	60 %
Loss of one leg at or below the knee	50 %	50 %
Loss of one foot	40 %	40 %
Loss of sight in one eye	50 %	
Loss of sight with both eyes	100 %	
Complete loss of speech	100 %	
Complete deafness of both ears	100 %	

**3. Death in an accident**

3.1. If the Insured sustains a physical injury in an accident, under influence of external factors which are beyond the control of the Insured, while travelling during the insurance period, and if this injury results in death that occurs no later than 1 (one) year after the accident having caused the death, the insured sum shall be paid to the beneficiary in accordance with laws and regulations of the Republic of Latvia.

3.2. If the Insured is missing due to forced landing, stranding, sinking or crash of the means of transport in which he/she travelled, the insurance indemnity shall be paid in accordance with the procedures set out in the laws and regulations of the Republic of Latvia for such cases.

3.3. If an insurance indemnity for irreversible disablement has been previously paid to the Insured and if the same accident has resulted in death of the Insured, the amount to be paid to the beneficiary shall be reduced by the amount paid for the disablement.

**4. Bone fractures**

4.1. If during travel as the result of an accident the Insured suffers a bone fracture then the Insurer pays the insurance indemnity for the bone fracture justified by a medical certificate of a specializing physician indicating a type of bone fracture and defining a precise diagnosis.

4.2. The amount of the insurance indemnity is calculated by multiplying the insured sum with the corresponding indemnity percentage that is specified in "Table for calculation of an insurance indemnity in the event of bone fractures".

4.3. If during the insurance period the Insured suffers several mutually unrelated bone fractures or the Insured suffers several bone fractures at the same accident then each of them is calculated the insurance indemnity, however the maximum insurance indemnity for one accident or several accidents together shall not exceed insured sum specified in the insurance policy for a bone fracture risk during one trip.

4.4. If several positions correspond to one fracture in the Table for indemnity calculation then the insurance indemnity is calculated pursuant to the most severe fracture.

4.5. Insurance indemnity is not paid for:

4.5.1. a pathologic bone fractures as well as for repeated fractures;

4.5.2. for bone fractures suffered due to artificial devices (transplants, implants, prosthesis) placed in the Insured's body.

Fracture or injury	Insurance indemnity, %
<b>BONE FRACTURES</b>	
<b>Head and neck bone fractures</b>	
Traumatic tooth fracture (number - for each tooth)	5%
Nasal bone fracture	20%
Lower jaw fracture	8%
One orbital fracture	8%
Both orbit fracture	16%
One cheekbone fracture	8%
Both cheek bone fractures	16%
Upper jaw fracture	8%
Cranial vault fracture	20%
Skull base fracture	25%
Multiple skull base bone fractures	45%
A cervical vertebral fracture C <sub>1</sub> -C <sub>7</sub>	7%
Multiple cervical vertebral fractures C <sub>1</sub> -C <sub>7</sub>	14%
One herniated cervical intervertebral disc	5%
Multiple herniated cervical intervertebral discs	10%
<b>Thoracic fractures</b>	
Sternal fracture	7%
One rib fracture	1%
Multiple rib fractures	3%
One thoracic vertebral fracture Th <sub>1</sub> -Th <sub>12</sub>	7%
Multiple thoracic vertebral fractures Th <sub>1</sub> -Th <sub>12</sub>	14%
One herniated intervertebral disc	5%
Multiple herniated intervertebral discs	10%
<b>Shoulder and upper arm fractures</b>	
Scapular fracture	5%
Both scapular fractures	10%

Fracture or injury	Insurance indemnity, %
Collar bone fractures	5%
Upper arm humerus fracture	20%
Upper arm fracture	15%
Upper arm double fracture	20%
<b>Shoulder, forearm and hand bone fractures</b>	
Elbow joint three bone fracture	25%
Elbow joint two bone fracture	20%
Elbow joint one bone fracture	10%
Elbow fracture without dislocation	7%
Elbow fracture with dislocation	10%
Processus styloideus ulnae fracture	3%
Radius fracture without dislocation	7%
Radius fracture with dislocation	10%
Radius bone lower end fracture	5%
Processus styloideus radii fracture	3%
Both forearm bone fracture	10%
Wrist surface fracture	8%
Wrist (carpus), bone fracture (except the scaphoid bone)	3%
Scaphoid fracture	6%
Wrist (metacarpal) bone fracture	3%
Hand I finger fracture	3%
Hand one II-V finger fracture	1.5%
Hand's multiple II-V finger bone fractures	3%
<b>Lumbar and pelvic fractures</b>	
Lumbar vertebra fracture of the L <sub>1</sub> -L <sub>5</sub>	7%
Multiple Lumbar vertebrae fracture L <sub>1</sub> -L <sub>5</sub>	14%
A lumbar intervertebral disc rupture	5%
Multiple lumbar intervertebral discs rupture	10%
Sacrum fracture	10%
Tail bone fracture	5%
Pelvic iliac fracture	8%
Pelvic symphysis fracture	8%
Fractures of the acetabulum	15%
Multiple pelvic fractures	15%
<b>Hip and femoral fractures</b>	
Hip neck fracture	20%
Pertrochanteric hip fracture (femoral upper part)	20%
Subtrochanteric hip fracture (femoral upper part)	20%
Femoral fracture in the middle part	25%
The lower part of the thigh bone fracture (knee discontinuous)	25%
Femoral double fracture	30%
Femoral knee fracture	15%
<b>Knee and shin bone fractures</b>	
Meniscus fracture	3%
Patella fracture	5%
Knee condyles fracture	5%
Knee joint tibia fracture	15%
Lower leg tibia fracture	8%
Lower leg tibia double fracture	15%

Fracture or injury	Insurance indemnity, %
Lower leg fibula fracture	5%
Lower leg fibula fracture	15%
Lower leg both bone fracture	15%
<b>The foot and ankle joint fractures</b>	
Medial (one) ankle fracture	6%
Lateral (one) ankle fracture	6%
Lower leg lower back part fracture (posterior ankle)	6%
One foot two ankle fracture	10%
One foot three ankle fracture	15%
Feet heel fracture	7%
Tarsal bone fracture	3%
Multiple tarsal bone fracture	7%
One foot metatarsal fracture	3%
Multiple feet metatarsal bone fractures	7%
One foot finger fracture	1.5%
Multiple toe fractures	3%

### III. Insured risk block – baggage

1. Insured risk block BAGGAGE includes:

- Baggage delay;
- Baggage damage, loss
- Baggage theft during travel;
- Delay, lost, damage or theft of sports equipment;
- Insurance of sports equipment;

2. In these terms and conditions, the term „baggage“ includes all the bags and suitcases taken by the Insured with him/her on travel, along with their contents, all together, regardless of the number of bags and/or suitcases.

3. Sports equipment insurance for the Insured is effective under a condition the Insured has purchased any of “Active recreation/sports” or “Winter recreation/sports” programs for the time period of travel and a policy includes risk covering loss of sports equipment.

4. Insured sum for each baggage insurance risk applies to the whole number of the Insured’s bags and suitcases taken by the Insured with him/her on travel, along with their contents, in aggregate. An individual bag / suitcase making a part of the “baggage” is considered to be a 1 (one) “baggage unit”, and the insured sum of it is calculated by dividing the insured sum by the number of all the bags and/or suitcases taken by the Insured with him/her on travel.

Pram in the meaning of these conditions is considered to be „a baggage unit“.

5. In a case of travel of the Insured person by air, the insurance shall apply to the baggage only if the baggage is registered on the name of the Insured.

6. In an event of travel of a family or group of persons, the members of which are insured, and the whole baggage of this family or group is registered on the name of a particular Insured, the insurance indemnity shall be paid out solely to this Insured as for (1) one baggage.

7. If the Insurer pays the insurance indemnity for a purchase of a new item replacing the damaged baggage item or sports equipment then the Insurer is eligible to keep the damaged item.

#### 8. Baggage delay

8.1. If during travel outside the home country, following an air flight the Insured’s baggage is delayed for no less than 4 (four) hours due to the airlines fault, the Insurer shall cover the Insured’s costs, provided that the following conditions are met:

8.1.1. the purchases are essential hygiene products, and proper clothing suitable to the relevant climatic conditions;

8.1.2. the purchases have been made to replace the personal clothing and essential hygienic products left in the delayed baggage or baggage unit;

8.1.3. The Insured has turned to the airline with a claim to reimburse the delayed baggage or baggage unit but the airline has refused to compensate the Insured’s costs or has covered them only partially.

8.2. Deductible in the event of baggage delay risk shall not be applied if the Insured’s expenses in accordance with provisions of paragraph 8.1 of Block III in the Part B do not exceed EUR 50 (fifty) (or the equivalent in any other currency on the date of the occurrence of the loss in accordance with the quoted and unquoted currency translation method set by the Bank of Latvia). If the Insured’s expenses for delayed baggage exceed EUR 50 (fifty), the deductible for each Insured event shall be 15 (fifteen) % from the total amount of replacement purchases.

8.3. The amount paid for the baggage delay is deducted from the insurance indemnity to be paid if entire baggage, separate luggage bag or a suitcase is regarded as lost in accordance to the paragraph 9 of this Article.

8.4. In case of the baggage delay the following expenses of the Insured are not reimbursed:

8.4.1. purchase of food;

8.4.2. purchase of beverages;

8.4.3. purchase of decorative cosmetics (facial, eye, eyebrow and/or lip cosmetics intended for day or night make-ups and fragrances;

8.4.4. for use of any transpiration to receive delayed baggage or baggage unit at the airport;

8.4.5. if baggage is delayed when the Insured has returned to the home country.

#### 9. Baggage theft, loss

9.1. If during transportation the baggage that was registered on the name of the Insured and that was under management of the airline is lost or damaged due to the airline’s fault, the Insurer shall pay the insurance indemnity to the Insured for the baggage lost or damaged only when the relevant airline has acknowledged the fact of loss of baggage in writing and issued a statement containing confirmation of the fact of the baggage loss or damage and specification of the compensation paid or refusal to pay it.

9.2. The Insured shall be paid repair expenses (limit – EUR 50(fifty)) for a registered bag or suitcase handed to the airline. In case it is impossible to repair the damaged bag or suitcase then the Insurer shall pay for the purchase of a new, equal suitcase or bag (limit – EUR 150 (one hundred and fifty)).

9.3. In the event when during the transportation individual baggage items of the Insured are damaged, The Insurer shall indemnify repair expenses of the damaged baggage items. If it is found that it is impossible to repair the baggage item then the Insurer shall pay the insurance indemnity to the Insured taking into account the actual value of each item. The insurance indemnity is paid under a condition that damage of the individual item is found and justified with a document right after receiving it from the carrier.

9.4. In case of lost baggage the Insurer indemnifies the insurance indemnity equal to actual value of the baggage.

9.5. The indemnity for each group of baggage item (e.g., clothing, foot-wear, underwear, souvenirs, pram, etc.) is limited to EUR 250 (two hundred and fifty), but for each baggage item it is limited up to EUR 150 (one hundred and fifty).

9.6. In case if the Insured is unable to provide documental proof for the actual value of the damaged or stolen baggage then the Insurer will determine the value of the baggage according to the market price level at the moment when the item or baggage is damaged or lost by applying 10 (ten) % for each year since the day of purchase but not exceeding 60 (sixty) % due to its wear.

9.7. When paying the insurance indemnity for baggage damage or lost, the Insurer shall deduct from the indemnity to be paid the insurance indemnities previously paid for baggage delay according to this contract and a compensation paid by the carrier if there was such.

9.8. Maximum insurance indemnity may not exceed the insured sum for baggage damage or loss risk specified in the insurance policy.

9.9. If the Insurer pays the insurance indemnity for purchase of a new item replacing the damaged baggage item then the Insurer is eligible to have the damaged item.

9.10. In case if within 60 (sixty) days following the baggage delay date the carrier does not provide an opinion on the baggage loss, the Insurer pays out insurance indemnity pursuant to provisions of these terms and conditions regarding baggage lost during transportation, however, not exceeding the maximum insured sum for the baggage lost risk as specified in the insurance cover.

#### 10. Baggage theft during travel

10.1. If during travel except the time of the air flight, the whole Insured person’s baggage or individual baggage items are stolen or robbed, the Insurer shall reimburse the Insured’s expenses for purchases with the purpose to replace the stolen baggage items.

10.2. Maximum insurance indemnity for all replacing items together shall not exceed the insurance amount for the baggage theft risk stated in the insurance cover.

10.3. In case of theft of individual baggage items the Insured is reimbursed the actual expenses for the purchase of replacing items but not more than 30 (thirty) % of the total insured sum specified in the insurance policy for the baggage theft risk for each newly purchased baggage item.

10.4. The Insurer shall pay insurance indemnity only if the baggage theft has been registered by the police of the relevant foreign country, which is certified by a police statement issued to this effect.

10.5. Upon an agreement with the Insurer, expenses incurred by the Insured in the home country for purchase of baggage items equivalent to the stolen items may be reimbursed, however, not exceeding 50 (fifty) % of the value thereof, subject to the above provisions of this section.

### 11. Delay, loss or damage of sports equipment during an air flight

11.1. If after the flight the Insured's sports equipment delays more than 4 (four) hours then the Insurer shall cover the Insured's expenses for rental of sports equipment limited to EUR 30 (thirty) per day, under a condition that equipment rental expenses are reimbursed up to a day (including this day), when the Insured receives equipment which is delayed after the flight.

11.2. If the sports equipment which was registered on the name of the Insured for transportation as baggage and was under the control of carrier is lost, then the Insured shall receive the insurance indemnity for the loss of the sports equipment when the loss of the equipment is certified by the carrier and the carrier has issued a statement certifying the fact of equipment lost.

11.3. The Insurer shall pay the expenses of the Insured for rent of sports equipment with a limit EUR 30 (thirty) per day while the lost sports equipment is missing (during the period of policy). If it is found that sports equipment is lost, the Insurer shall pay the insurance indemnity to the Insured taking into account the actual value of the equipment but not exceeding the insured sum specified in the insurance cover for risk of sports equipment lost deducting expenses for equipment rental abroad and compensation paid by a carrier if there was such.

11.4. If during the transportation one or several Insured's sports equipment items (or parts thereof) are damaged and they were registered for the transportation on the name of the Insured and were under the control of the carrier, the Insurer shall pay the proved expenses for repair of the damaged sports equipment.

11.5. In case the sports equipment may not be repaired due to irreversible damage and/or due to the damage it is not suitable for further use at a full extent for its intended purpose, the insurer shall pay to the Insured for rental of sports equipment with a limit of EUR 30 (thirty) per day or purchase of new, equal equipment taking into account the insured sum stated in the insurance cover. The Insured may not receive the insurance indemnity for both rental of sports equipment and purchase of new equipment.

11.6. The insurance indemnity shall not be paid for the sports equipment delay if the equipment has been delayed when the Insured returns to the home country.

### 12. Insurance of sports equipment, except the time of air transportation

12.1. During travel except the time when the equipment is under control of airline, the sports equipment is insured for the following insured events:

12.1.1. damage of sports equipment that has occurred when the Insured suffers an accident;

12.1.2. damage of sports equipment or its loss due to:

12.1.2.1. fire or natural disaster impact,

12.1.2.2. accident of the mean of transportation which is used for transportation of sports equipment;

12.1.3. theft of sports equipment during travel.

12.2. In the event of sports equipment damage or theft the Insurer shall pay to the Insured one alternative of the following:

12.2.1. expenses of the Insured for sports equipment rented abroad with a limit of EUR 30 (thirty) per day.

12.2.2. expenses of the Insured for purchase of new, equal sports equipment aboard.

12.3. The Insurer shall pay an insurance indemnity only if theft of sports equipment has been registered by the police of the relevant foreign country, which is certified by a police statement issued to this effect.

12.4. The Insured may not receive the insurance indemnity for both rental of equipment and purchase of new equipment.

12.5. After an agreement with the Insurer the expenses may be reimbursed to the Insured for purchase of equal sports equipment after returning to the Insured's home country but no more than 50 (fifty) % of insured sum specified in the insurance policy for sports equipment insurance risk.

### 13. Exceptions in insurance of baggage risks

The insurance indemnity shall not be paid in the following events related to baggage risks:

13.1. For baggage risk(s) not specified in an insurance policy;

13.2. For scratched or broken glass items or other breakable items;

13.3. For damage to the Insured person's baggage or individual items contained therein caused by leakage of a liquid contained therein;

13.4. For loss or damage caused by customs or other official bodies when arresting, examining, seizing or destroying baggage, luggage bags or suitcases, personal belongings in accordance with the existing laws and regulations of the relevant foreign country;

13.5. If within 24 (twenty-four) hours after an establishment of the fact of baggage delay, lost or damage, it was not reported to the airline;

13.6. If the baggage during travel is left unattended or in a visible and accessible location, or in an unlocked vehicle;

13.7. For loss of cash, currency or banknotes, credit cards, checks, travel tickets, all kinds of securities, coupons, manuscripts, presentation materials;

13.8. For jewellery or precious metals, furs, antiques and rare objects or works of art;

13.9. For hardware, video, audio, photo devices, mobile phones and other communication devices and accessories;

13.10. For vehicles or their accessories (accessories, spare parts);

13.11. For loss or damage of music instruments;

13.12. For optical products, hearing aids, prostheses, dentures, medicines;

13.13. For loss of baggage which has taken place in unclear circumstances and/or in the territory of an airport before the Insured's departure with the intended flight;

13.14. For missing of individual baggage items from the Insured's baggage which is handed in for airline control during a flight;

13.15. If sports equipment damage is minor and aforesaid sports equipment is suitable for wholesome further use for the intended purpose;

13.16. If the sports equipment except of time of transportation is not damaged in an accident;

13.17. If within 24 (twenty-four) hours from an establishment of the fact of sports equipment theft, except time of transportation, the report is not submitted to the police of the relevant foreign country;

13.18. If the Insured is unable to provide documental proof of an insured event for the corresponding baggage and/or sports equipment.

### IV. Insured risk block – course of travel

1. The insured risk block COURSE OF TRAVEL includes:

- Delayed arrival at the place of departure;
- Delayed flight or short-term cancellation;
- Delayed transit;
- Travel interruption;
- Cancellation of travel;
- Expenses for alternative mean of transportation due to natural disaster;
- Loss or theft of passport or ID card;
- Theft of money;
- Insurance of ski pass;
- Insurance of closed ski run.

#### 2. Delayed arrival at the place of departure

2.1. In the context of the present Insurance Terms and Conditions, late arrival at the place of departure (airport) is a situation when the Insured has arrived late at the airport abroad (at a time when registration for the corresponding flight has been terminated) due to the following reasons:

2.1.1. the vehicle used by the Insured to come to the airport is involved in a road traffic accident on the way;

2.1.2. delay or failure to depart due to technical failure of a regular means of transport that is used to come to the place of departure;

2.1.3. jams or traffic restrictions or officially notified bans caused by weather conditions (snow avalanche, snowfall, landslides, floods, storms, etc.);

2.1.4. delay has been caused by an attack referred to in the Criminal Law.



2.2. The Insurer shall reimburse the Insured's reasonable additional expenses incurred by him/her to arrive at the airport in good time or to continue the travel after the delayed arrival at the airport, including the costs of alternative means of transport and/or hotel accommodation costs.

### 2.3. The expenses of the Insured are not reimbursed:

2.3.1. due to late arrival at the airport if arrival at the place of departure is delayed by the official public authorities;

2.3.2. due to late arrival to a transit flight.

### 3. Delayed or temporarily cancelled flights

3.1. Flight delay or short-term cancellation risk refer to each Insured's flight separately.

3.2. If an air flight of the Insured's travel is delayed or temporarily cancelled for 4 (four) or more hours, the Insurer shall cover the Insured's expenses:

3.2.1. for meals (limit –EUR 30 (thirty) per day), hotel (limit – EUR 70 (seventy) per day) and/or transportation from the airport to the hotel and back (limit – EUR 30 (thirty)), having been incurred due to delay or temporary cancellation of the air flight, not exceeding the insured sum for flight delay or temporary cancellation risk specified in the insurance cover, for the period from the officially scheduled time of departure of the air flight till the actual departure by the next possible flight;

3.2.2. 50 (fifty) % of the price of another new airline ticket or a ticket of other type, which is bought by the Insured with the purpose to continue the travel by another flight or by other means of transport, instead of the delayed or temporarily cancelled air.

3.3. Travel insurance in the event of delay or temporary cancellation of a flight applies to all regular air flights carried out by registered airlines, lists of which are published, as well as to charter flights.

### 3.4. Exceptions regarding flight delay or temporary cancellation risk

The Insurer shall not compensate the expenses incurred due to the air flight delay or temporary cancellation risk:

3.4.1. if the flight is delayed or temporarily, cancelled for a period of less than 4 (four) hours;

3.4.2. if the Insured has not checked-in for the particular flight;

3.4.3. for purchase of alcoholic beverages;

3.4.4. when the expenses are reimbursed by a travel organizer or other third party;

3.4.5. expenses reimbursed by the relevant airline under the Montreal International Air Carrier Liability Convention (28.05.1999) and the European Parliament and European Council Regulation No.261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights;

3.4.6. if the Insured cannot provide to the Insurer a documentary proof of a flight delay or temporary cancellation.

### 4. Delayed transit

4.1. Insurance in the event of a delayed transit is effective only if such risk is indicated in the insurance policy.

4.2. If the Insured's travel consists of several, connecting, transit trips, the first of which is an air flight, and it is delayed or temporarily cancelled due to technical reasons or bad weather conditions, regardless of the delay time, and if in connection with this the Insured person, upon his/her arrival to the transit point, has been late for his/her next trip, the Insurer shall compensate the following expenses incurred by the Insured:

4.2.1. re-ticketing or purchase of a new economy class ticket, to continue the intended travel with the same means of transport or an alternative means of transport;

4.2.2. hotel costs at the transit point (limit – EUR 70 (seventy) per day), if due to technical reasons it is impossible to continue travel at once;

4.2.3. 50 (fifty) % of the costs for the booked and paid hotel accommodation in the travel destination point for as many days as the Insured could not stay in this hotel.

4.3. The total insurance indemnity shall not exceed the insured sum specified in the insurance policy for the delayed transit risk.

4.4. A transit point for a travel can be a foreign port, airport, train or bus station, ferry terminal, where the Insured has planned to transfer to another vehicle to continue the travel.

### 4.5. Exceptions in the event of delayed transit

The insurance cover does not include the Insured's expenses if:

4.5.1. the transit period (the period between the scheduled arrival time of the flight at the transit point and the time of commencement of the travel with the next transport vehicle) is 2 (two) hours or less;

4.5.2. the transit period, (the period between the scheduled arrival time of the flight at the transit point and the time of commencement of the travel with the next transport vehicle) is 12 (twelve) hours or more;

4.5.3. at the transit point the Insured is refused a place on board due to lack of free places;

4.5.4. transit is delayed due to the fact that the arrival to the transit point has been delayed by the official authorities;

4.5.5. the costs have been covered by another person or airline;

4.5.6. late arrival at the departure point occurred due to errors made by a transport company or the travel organizer in organizing traffic, computer error or negligence from the part of the employee responsible for arrangement and planning of the Insured's travel.

### 5. Travel interruption

5.1. The travel interruption risk is in effect if it is specified in the insurance cover.

5.2. Travel interruption is an event when the Insured is forced to stop ongoing travel to prematurely return to the country of commencement of the travel.

5.3. In the event of premature stop of the travel the Insurer shall reimburse the Insured's additional expenses incurred for re-registration of the ticket or purchase of a new ticket, if re-registration is impossible or the Insured is travelling by a car, the Insurer shall compensate rental of a passenger car, in order to return to the country where the travel was started; the Insurer shall compensate also the costs of the Insured for the booked and previously paid hotel accommodation for the unused hotel days, under condition that the travel had to be stopped in connection with the following events that occurred during the travel of the Insured:

5.3.1. a sudden and unexpected acute illness of a first-degree relative of the Insured, which is life-threatening or the relative dies;

5.3.2. loss of the Insured's property or serious material damage to his/her real estate, if the loss or damage has been caused by a crime, fire or natural disaster, in the result of which there is initiated investigation or occurred special circumstances that require the Insured's presence in his/her home country;

5.3.3. a road traffic accident has occurred resulting in damage to the motor vehicle by which the Insured is travelling, and the vehicle's technical damage makes it impossible to continue the journey, so that the Insured must return to his/her home country;

5.3.4. criminal attack on the passenger vehicle by which the Insured has travelled, vehicle theft and robbery;

5.3.5. sudden natural disasters that have not previously been reported in the media and that have taken place in the foreign country, which must be crossed in order to come to the destination country, or in the travel destination country.

### 5.4. The travel interruption expenses shall not be reimbursed if:

5.4.1. occurrence of the event was foreseeable and/or known already before the commencement of the travel;

5.4.2. additional expenses have been covered by another person.

### 6. Travel cancellation

6.1. The travel cancellation risk is in effect if it is specified in the insurance cover.

6.2. The expenses of the Insured (expenses for flight tickets, public transportation and booked accommodations) are reimbursed to the Insured for cancellation of his or her planned and paid travel, i.e. if the Insured's travel is cancelled while he/she is at the home country before commencing the travel due to:

6.2.1. sudden, previously unforeseen acute illness of the Insured and it was necessary to receive emergency medical assistance and/or treatment at a hospital;

6.2.2. sudden, previously unforeseen acute illness of the Insured and it is not allowed to travel according to the opinion of a specializing physician;

6.2.3. in the event of Insured's death;

6.2.4. an accident where the Insured has suffered heavy physical injuries;

6.2.5. a sudden and serious acute illness of a first-degree relative of the Insured, which is life-threatening, if the relative suffers in an accident or dies;

6.2.6. sudden, previously unforeseen and acute illness of the Insured's travel companion with whom the Insured planned to travel and a travel package was purchased for two persons, tickets paid and hotel booked;

6.2.7. Loss of the Insured's property or serious material damage to his/her real estate or a company owned by the Insured, if the loss or damage has been caused by a crime, fire or natural disaster, in the result of which the Insured is unable to travel as planned due to initiated investigation;

6.2.8. if a vehicle that was planned to be used for entire travel route,  
 6.2.8.1. has been stolen no more than 30 (thirty) days before travel is started;  
 6.2.8.2. is damaged in a road traffic accident no more than 14 (fourteen) days before travel is started, if the Insured is found to be a victim in the aforesaid traffic accident;

6.2.9. due to any other personal circumstances under a condition that the Insured has informed the Insurer in a written form no later than 72 (seventy-two) hours before the start of travel.

6.3. It is required to inform the Insurer on the travel cancellation as soon as possible but no later than on a day when it was planned to start to travel while the Insured is in a home country not starting the travel, except conditions stipulated in Paragraph 6.2.9 of this section.

6.4. In an event of travel cancellation the Insured is reimbursed only those travel expenses that the Insured is unable to recover from travel organizer, travel service provider and a carrier according to the contract conditions as concluded by the Insured and the service provider.

6.5. In an event of travel cancellation the Insured firstly requests loss compensation from travel organizer, travel service provider or carrier. The Insurer reimburses the difference between the previously paid travel expenses which the Insured may prove by written documents and the compensation amount recovered by subtracting from the indemnity amount the Insured's deductible:

6.5.1. in the amount of 10 (ten) % of the calculated indemnity amount for travel cancellation risk if the travel was cancelled and the Insurer was informed in a written form on the travel cancellation no later than 48 (forty-eight) hours before start of the paid travel;

6.5.2. in the amount of 20 (twenty) % of the calculated indemnity amount for travel cancellation if the travel was cancelled and the Insurer was informed in a written form on the travel cancellation no later than 24 (twenty-four) hours before start of the paid travel;

6.5.3. in the amount of 30 (thirty) % of the calculated indemnity amount for travel cancellation if the travel was cancelled and the Insurer was informed in a written form on the travel cancellation less than 24 (twenty-four) hours before start of the paid travel;

6.5.4. Deductible for travel cancellation due to personal reasons according to the Paragraph 6.2.9 of this section is 50 (fifty) % of the calculated indemnity amount for travel cancellation risk.

6.6. If whole family or several persons including the Insured planned to travel together and Insured's insurance cover includes the risk of travel cancellation and it covers total expenses for travel or travel package of the whole family or group of travellers and it is confirmed by one common bill/receipt then, in the event of cancellation of travel of one or more members of this group of travellers, provided always that this has happened according to provisions of travel cancellation risk of these travel regulations, the insurance indemnity for each person is calculated by dividing the total sum paid for the travel by the number of travellers, and the amount of deductible according to conditions of the paragraph 6.2 above is deducted from the insurance indemnity amount payable to each person.

#### 6.7. Exceptions in the event of travel cancellation risk

Insurance shall not cover the Insured's travel cancellation expenses if:

6.7.1. they are compensated to the Insured in a full amount or partially by the corresponding service provider;

6.7.2. the Insured or the Insured's authorized representative has informed the Insurer in writing on the cancellation of travel and the conditions relating thereto after the day when it was planned to start travelling but it was cancelled before the start day (i.e. the first day of travel is the last day when it is possible to apply for travel cancellation risk).

6.7.3. travel cancellation risk occurrence was predictable or known already before entering into the insurance contract;

6.7.4. insurance premium was paid 3 (three) days or less prior to date of occurrence of the conditions that caused travel cancellation;

6.7.5. insurance premium was paid already after occurrence of a travel cancellation reason specified in paragraph 6.2 of this section;

6.7.6. the Insured's travel was paid by another person, who does not claim repayment of the funds invested.

### 7. Alternative transportation costs due to natural disasters

7.1. If the Insured, who before the travel had bought a ticket for a specific flight, on arrival at the departure or transit point airport becomes aware of flight cancellation for an indefinite period of time due to natural disasters, the Insurer will reimburse the following unplanned expenses incurred by the Insured:

7.1.1. for changing of the purchased ticket to another time or flight, or

7.1.2. for purchase of a new economy class ticket, or

7.1.3. for purchase of a ticket for a travel by any other alternative mean of transport, or

7.1.4. the difference between the new/alternative transport ticket and compensation paid by the airline if the compensation is paid only partially.

7.2. Insurance indemnity shall not exceed the insured sum stated in the insurance cover for covering the alternative vehicle expenses.

7.3. No expenses for unplanned alternative transport will be reimburse, if:

7.3.1. the expenses have been compensated in full by the relevant airline or another third party;

7.3.2. the Insured cannot present a statement issued by the airline and confirming the fact of cancellation of the flight;

7.3.3. the flight is cancelled for less than 12 (twelve) hours;

7.3.4. the Insured has not claimed compensation from the airline.

### 8. Loss or theft of a passport or ID card

8.1. By means of these insurance Terms and conditions the documents that have to be present during travel are:

8.1.1. a passport;

8.1.2. a personal ID card;

8.1.3. a driver's license;

8.1.4. a payment card.

8.2. In the event of loss or theft of the documents it is required to inform the foreign police immediately and police will confirm the fact of loss or theft by issuing the statement of the aforesaid fact.

8.3. The Insurer shall cover the Insured's expenses:

8.3.1. for receipt of an ID document;

8.3.2. for issue of driver's license at the home country;

8.3.3. for issue of payment cards at the home country;

8.3.4. expenses for phone calls;

8.3.5. transport costs to/from corresponding institutions responsible for issue of the specific document;

8.3.6. hotel costs if it is impossible to travel to home country without replacing document;

8.3.7. economy class return transport ticket if the Insured is unable to return from travel to home country as planned due to loss or theft of documents.

8.4. Expenses for receiving of a new passport and/or ID card at a home country are not reimbursed.

### 8.5. Exceptions when an insurance indemnity shall not be paid

Insurance indemnity shall not be paid for loss or theft of ID documents if the Insured has not informed the following institutions on the occurrence of the event:

8.5.1. local foreign police;

8.5.2. the corresponding issuing authority has not been informed immediately.

### 9. Theft of money

9.1. The Insurer shall reimburse loss which has occurred to the Insured due to cash robbery or theft from a hotel safe in a hotel room or from hotel administration safe if there are visible signs of breaking in.

9.2. If cash is stolen it is required to inform local foreign police immediately and police certifies the fact of cash theft by issuing statement on the occurred fact.

9.3. If the Insured has not informed the local foreign police about the event of the cash theft or the statement of the local foreign police does not indicate on the visible signs of breaking in then no loss is reimbursed in an event of cash theft.

### 10. Insurance of ski pass

10.1. The Insurer shall reimburse loss for ski pass purchase within a limit of EUR 30 (thirty) per day not exceeding total amount of the risk "Insurance of ski pass" if during travel the Insured is unable to continue engaging in winter sports due to a sudden illness (including injury) due to which the Insured receives emergency medical assistance.

### 11. Insurance of closed ski runs

11.1. The Insurer shall reimburse loss for ski pass purchase within a limit of EUR 30 (thirty) per day when it was impossible to ski or to snowboard due to closed ski runs, in total not exceeding the insured sum specified in a policy for this risk if arriving at a travel destination of planned skiing resort all skiing runs are closed due to sudden and unforeseen weather conditions (thaw, snow avalanche, storm).

11.2. The aforesaid risk is effective only during the time period each year from December 1 until the March 15 of the following year.

## V. Insurance risk block – liability

1. The insurance block LIABILITY includes:

- Personal civil liability;
- Legal assistance.

### 2. Personal civil liability

2.1. With this insurance section harm to third party health, life, physical condition and/or material loss including financial loss which directly arises from the caused harm to third party health, life, physical conditions and/or material loss within liability limits specified in an insurance contract and the Insured's has this liability pursuant to effective legislative enactments where the insured event occurs, under a condition that the loss occurs as the result of Insured's activity or inactivity during the insurance period and loss is registered during the insurance period or within 30 days after the termination of the insurance contract.

2.2. Insurance protection also refers to demonstrable and previously agreed legal services and/or court expenses which arise to the Insured in relation to the action brought by the third party.

2.3. Loss and expenses which arise as the result of one insured event regardless of the number of victims is regarded as one insured event.

2.4. If the Insured insures own civil liability with several insurers, then the Insurer pays the insurance indemnity proportionally to the insured risk liability limit specified in the insurance contract for Insured's civil liability.

2.5. If several persons are liable for a single insurance event then according to this insurance contract only the part referring to the Insured's liability is reimbursed. If it is impossible to find precise amount of the liability, the Insurer shall reimburse the part of loss referring to the Insured, by dividing the total amount of loss with the number of involved parties.

2.6. Without a written consent of the Insurer the Policyholder and/or Insured or their authorized representative are not eligible to express consent, offer or promise for making indemnity payment or admit that the fact of civil liability has occurred. The fact that the Policyholder and/or Insured pay the amount requested by the third party without a written consent on behalf of the Insurer does not make an obligation on the Insurer to compensate the amount paid.

The Insurer is eligible but not liable to take over and to proceed each claim referring to an effective insurance contract at any stage of proceeding or instance, to take over and to manage case defence or satisfaction of the claim on the behalf of the Policyholder and/or Insured.

If a claim is raised or legal action initiated or a case brought against the Policyholder and/or the Insured, all received documents – any claim, its application, complaint, request, writ of summons and/or invitation to come to a trial, etc. – shall be submitted by the Policyholder and/or the Insured to the Insurer immediately after receiving. For information it is necessary to send the copy of a document to e-mail: seesam@seesam.lv.

2.7. In addition to exceptions stipulated in Article 5 of Part A of these conditions the insurance indemnity is not paid in the following events:

#### 2.7.1. Financial loss:

2.7.1.1. for financial loss that are not directly arising from damage to health, life, physical condition or material loss which are covered pursuant to this insurance contract;

2.7.1.2. for reduction of expected profit, costs of idle time, penalties, contractual penalties for not fulfilling of a contract or improper fulfilment (contractual penalties, penalty payments, interest) or other similar sanctions.

2.7.2. **Impact of psychotropic substances** – for loss if the insured has caused it under an impact of alcohol exceeding the level permitted in the specific country or under impact of drugs or other toxic/psychotropic substances.

2.7.3. **Traffic and means of transport** – for loss or damage that have occurred using mean of transport, other device equipped with motor or mechanical mean of transport, any mean of air (including drone), railway traffic and/or water transport, regardless if the Insured is their owner, driver, pilot or a person with a pilot in subordination or a person for whom the Insured is responsible.

2.7.4. **Animals** – for loss or damages caused by an animal which belongs to the Insured, was under Insured's supervision or control, for which the Insured has taken on the responsibility and/or the Insured had civil liability for.

2.7.5. **Property belonging to the Insured or under management, supervision or control of the Insured** – for loss or damage to property which during the time when action has taken place or negligence made causing

this accident:

2.7.5.1. was under legal possession, holding or usage of the Insured or the Insured has borrowed or otherwise got it in management, supervision or control;

2.7.5.2. for which the Insured has taken on the responsibility as a keeper or whose responsibility is to eliminate the loss.

The exception is not applied regarding the loss caused to a hotel or rental apartments, where the Insured stays during the travel insurance period as well as to moveable assets located in therein. Premise furnishing, apparatus, furniture and equipment are undermined as the moveable assets.

2.7.6. **Employee/employer, economic activities and/or provider of professional services** – for loss which has occurred by performing any economic activity fulfilling duties of employee and/or employer and/or providing professional services.

#### 2.7.7. Contractual liability:

2.7.7.1. which the Insured undertakes by concluding an agreement or contract or giving a promise, warrantee or guarantee that would not be effective without these additional liabilities;

2.7.7.2. for not fulfilling contractual liabilities or their undue fulfilling, not observing deadlines, quality requirements as well as for loss which the Insured has not caused but has undertaken to reimburse;

2.7.7.3. if any third party has undertaken to cover loss or damage on behalf of a Policyholder and/or Insured.

2.7.8. **Persons employed by the Insured** – for loss or damage to a person with whom the Insured has concluded the employment, training or company contract or who is operating on behalf of the Insured based on an authorization.

2.7.9. **Other insurance contracts, mandatory insurance as stipulated by legislative enactments** – for loss or damage to the third party which are covered by any other insurance contract, including mandatory insurance issued to the Insured and which is effective or which has been issued before the day when this insurance contract comes into effect.

2.7.10. **Deliberate intention, gross negligence** – loss which occurs if the Insured or the affected third party has acted with a deliberate intention or making gross negligence, as well as if loss to the third party is caused intentionally and/or due to abuse.

#### 2.7.11. Loss caused to the Insured:

2.7.11.1. which the Insured has caused to himself or herself;

2.7.11.2. which Insured persons have caused mutually to each other;

2.7.11.3. which the Insured has caused to people with whom he or she is travelling together.

### 3. Legal aid

3.1. In the context of the insurance terms and conditions legal aid covers the payments to a foreign lawyer or law office on preparing of specific case, submitting to corresponding state authority and defence, under a condition that costs of legal aid are agreed with the Insurer before making any payment.

3.2. The Insurer shall reimburse required and justified expenses of the Insured in relation to receiving of legal aid abroad during the insurance period if they arise due to the following causes:

3.2.1. road traffic accident has taken place and the Insured is involved in it;

3.2.2. the Insured has violated local administrative norms of a foreign country due to own minor oversight;

3.2.3. the Insured as a victim has brought legal action for processing the case at the court of the first instance;

3.2.4. a civil case has been opened against the Insured as an infringer in relation to a criminal offence;

3.2.5. the Insured is detained as a suspect or accused.

#### 3.3. The following expenses shall not be reimbursed:

3.3.1. expenses of the Insured for legal services if the Insured being abroad has refused from free legal aid which the Insured is eligible to receive pursuant to intergovernmental agreements;

3.3.2. fines or costs for penalties;

3.3.3. expenses which were not agreed with the Insurer in prior;

3.3.4. if the Insured has not followed instructions of the Insurer or Insurer's representative regarding actions after what had happened;

3.3.5. if the case initially was regarded as helpless from the aspect of foreign lawyers;

3.3.6. the ones that have occurred in relation to the Insured's profession, labour contractual relations, business, any leasing or renting or other type of contract or any profitable activity;

- 3.3.7. income foregone of the Insured;
- 3.3.8. travel and temporary residence expenses abroad;
- 3.3.9. if the Insured does not submit to the Insurer a contract with a provider of legal assistance with an indicated cause why and what exactly legal assistance was provided to the Insured, as well as bills and/or receipts for payment of legal services;
- 3.3.10. if the event has taken place due to a criminal act;
- 3.3.11. in exceptional cases stated in Article 2 of Block V in Part B of these insurance terms and conditions.

## VI. Property insurance

1.1. The property of the Insured is insured pursuant to the conditions of Private Persons Property Insurance contract of Seesam Insurance AS Latvia branch as stated in a policy.

1.1.1. the insured object is a residential building, apartment, interior finish and household items which are found according to the address in the territory of Republic of Latvia as indicated in the section "Property insurance" of the policy. Under this insurance contract jewellery, paintings and unique or art values are not insured.

1.1.2. the insured sum is set as indemnity limit. In case the insurance indemnity is paid the indemnity is calculated by deducting the deductible but not applying the conditions of under-insurance.

1.2. During the insurance period the civil liability of the Insured for loss to the third party is insured pursuant to Seesam Latvia AS Latvia branch "General civil liability insurance terms and conditions for a physical person" as stated in an insurance policy.

1.3. The insurance territory is address in the Republic of Latvia as indicated in policy section "Property insurance".

1.4. If insured event takes place the deductible is – EUR 70 (seventy).

1.5. The insurance cover is effective while the Insured is travelling, however no longer than the concluded travel insurance contract.

1.6. When the insured event takes place but no later than within 3 (three) work days after the day stated in a policy as the date of the end of insurance period, it is the liability of the Insured to inform the Insurer immediately about it.

1.7. The insured amount stated in a policy – EUR 10 000 (ten thousand) is divided as follows:

1.7.1. building, apartment or interior finish – EUR 8 000 (eight thousand);

1.7.2. household items – EUR 1 000 (one thousand);

1.7.3. limit of general civil liability of a physical person – EUR 1 000 (one thousand).

## VII. Documents for assessment of insured event

1. To assess and find whether the occurrence of insurance risk is an insured event the indemnity receiver shall submit to the Insurer the following:

1.1. In all cases:

1.1.1. application of the Insured on occurrence of an insured risk;

1.1.2. copy of a passport or another personal ID document;

1.1.3. documents confirming the fact of travel (e.g., tickets of airplane, train, ferry, bus).

1.2. In addition to the documents stated in Paragraph 1.1 it is necessary to submit:

1.2.1. in the event of sudden illness or accident – medical certificate containing precise diagnosis confirming an injury suffered and invoices for services received, printout of phone calls, good quality photos of damaged/stained clothing, documents certifying dry cleaning of clothing and/or repair or purchase of equal clothing;

1.2.2. in the event of transport – invoices for transportation;

1.2.3. in an event of covering travel expenses to one of Insured's family members – copy of family member's ID documents, copy of air or train ticket, bill/invoice certifying the payment of the ticket;

1.2.4. in an event of a child evacuation – documents certifying costs related to bringing of the child to home country;

1.2.5. in an event of Insured's substitution – an application-explanation of the Insured's employer on the significance of Insured's unfulfilled, terminated mission, planned duration of the mission indicating the first name, last name and ID number of the person substituting the Insured and adding copies of air or train tickets purchased for the person substituting the Insured and invoices/receipts confirming the payment of tickets;

1.2.6. in event of disablement – the conclusion of the State Commission of Physicians for Health and Work Capacity Examination;

1.2.7. in an event of death – a copy of the death certificate and an excerpt certified by a sworn notary, or a court decision on distribution of inheritance;

1.2.8. in an event of fracture – a medical certificate issued by a specializing physician indicating a type of fracture and defined precise diagnosis.

1.2.9. in an event of baggage, sports equipment or flight (trip) delay or short-term flight (trip) cancellation – baggage ticket, seat ticket, airline statement on baggage or flight delay/ cancellation of a flight indicating delay/cancellation time and flight delay/cancellation reason as well as receipts for previously unforeseen purchases which were required due to baggage or flight delay;

1.2.10. in an event of baggage and/or sports equipment loss during a flight – baggage ticket, a statement of an airline confirming fact of baggage loss and payment of compensation sum to the Insured (if there was), receipts for purchases during travel (if there were), list of baggage items indicating approximate value;

1.2.11. in an event of damage of baggage suitcase or bags, sports equipment during a flight – baggage ticket, a statement of an airline confirming suitcase/bag and item damage fact, list of damaged things/items photos of damaged suitcase/bag and/or damaged items as well as documents confirming purchase (of new equal suitcase/bag and/or equal things/items if it is impossible to repair the damaged things).

1.2.12. in an event of baggage and/or sports equipment theft – baggage ticket, police statement regarding fact of the fact of theft event, receipts for purchases during travel (if there were), list of items in baggage indicating their approximate value, documents certifying costs for rented sports equipment;

1.2.13. in an event of a delayed arrival at a place of departure – a confirmation of traffic police certifying the fact of the occurrence of road traffic accident where the Insured is involved on the way to airport, or confirmation of police on an attack stated in Criminal Law where the Insured is a victim;

1.2.14. in an event of delayed transit – full printout of flight route; statement of an airline on flight delay/cancellation indicating the time of delay/cancellation and cause of delay/cancellation, receipts of costs for replacing travel and/or hotel expenses.

1.2.15. in an event of travel interruption – a copy of travel ticket, documents certifying necessity to interrupt the travel, invoices/receipts for paid return trip and/or hotel expenses;

1.2.16. in an event of travel cancellation – all receipts and/or invoices certifying that the Insured has paid for the planned travel or travel package; a statement issued by a company organizing the travel and which confirms that the travel planned by the Insured, also indicating the returned amount of money by the company organizing the travel; a copy of a contract which was concluded by the Insured and the company organizing the travel; physician's medical certificate containing illness diagnosis (in an event of sudden illness); a copy of death certificate (in an event of death); police statement on an occurred event with the Insured's property (in a case of property loss or damage); explanations on conditions of travel cancellation if the cancellation has happened due to personal reasons;

1.2.17. in an event of alternative transport costs – documents certifying a necessity to use alternative mean of transport due to natural disaster, a statement from an airline on partial compensation payment or refusal to pay the compensation, invoices/receipts for usage of alternative transport;

1.2.18. in an event of document loss or theft – a statement of the relevant State police, copy of renewed passport or return certificate, invoice certifying payment of a fee for issuing of a replacing document to the relevant institution, phone invoice and call printout, certifying the fact of calling to official state authorities, receipts for transport expenses;

1.2.19. money theft – a police statement with an explanation where theft has taken place, confirmation of a hotel on keeping money in a safe;

1.2.20. ski pass insurance – physician's excerpt with a diagnosis, documents certifying costs for purchasing a ski pass;

1.2.21. insurance of closed ski runs – confirmation/statement of ski run on run closure indicating the reason of closure;

1.2.22. in an event of civil liability – documents or victim's complaint certifying the material loss which have been caused by the Insured to the third party or assets of thereof, other documents related to this occasion of civil liability and its conditions;

1.2.23. in an event of legal assistance – proof certifying necessity to receive legal aid, documents certifying the costs in relation to receiving of legal assistance abroad.



## VIII. Procedure for payment of an insurance indemnity

1. The Insured or a representative of thereof submits a written application to the Insurer on occurrence of an insured risk. Payment guarantee request or an invoice may be submitted by a medical institution which has provided emergency medical assistance to the Insured.

2. The claim is registered no later than 2 (two) days after receiving an application. In an event of missing documentation it is requested from an Insured or a representative of thereof. If these documents are not received within 1 (one) month then repeated claim is made.

3. Within 7 (seven) days the Insurer shall evaluate the application and other documents received from the Policyholder and/or Insured to find if event of risk occurrence is an insured event:

3.1. If it is found that insured event has taken place and parties have agreed on the amount of an insurance indemnity, then:

3.1.1. the Insurer shall take a decision on payment of an insurance indemnity;

3.1.2. the Insurer shall pay the insurance indemnity within 5 (five) work days after the day the decision is taken.

3.2. If it is found that insured event has taken place but the parties have not agreed on an insurance indemnity:

3.2.1. the Insurer is eligible to request additional documents for determining the amount of an insurance indemnity, by agreeing with the Policyholder about the information requested and type of a request;

3.2.2. the Insurer is eligible to make a unilateral decision and to invite medical expert for determining the amount of the insurance indemnity; the conclusion of a medical expert shall be binding to the Insured; the costs of the expertise are covered by the Insurer;

3.2.3. by assessing the conclusion of the expert the Insurer takes the decision on the amount of the insurance indemnity and other disputed questions, at the same time informing the Policyholder and agreeing on the procedure of notification;

3.2.4. the Insurer shall pay the insurance indemnity within 5 (five) work days after taking the decision.

3.3. The Insurer shall reimburse costs and/or additional costs to the person submitting the documents certifying the insured event:

3.3.1. to the Policyholder, Insured or other authorized party, if they have paid for services;

3.3.2. to provider of direct services and other party which is legally entitled to receive the insurance indemnity based on the submitted payment documents.

3.4. If it is found that the insured event has not taken place:

3.4.1. the Insurer shall take decision on refusal to pay the insurance indemnity, notifying the Policyholder first;

3.4.2. after agreement with the Policyholder, within 5 (five) work days the Insurer or Policyholder informs the Insured on the decision.

4. The insurance indemnity is paid according to a compensation principle if parties have not agreed otherwise; the exceptions are the insured risks "Event of death", "Fractures", and "Permanent health damage", for which the insurance indemnity is paid for a fact pursuant to conditions stipulated in insured risk block ACCIDENTS. The insurance indemnity may not exceed the maximum insured sum indicated for the corresponding insured risk. The total Insurance indemnity may not exceed the maximum insured amount of the policy.

5. The Insurer shall compensate to the indemnity receiver only the loss which has occurred in relation to insured event and they are certified with the corresponding documents.

6. Deductible is subtracted from the insurance indemnity to be paid for an insured event if it is foreseen pursuant to the insurance conditions and the parties have not agreed otherwise.

7. The written application of a Policyholder and/or Insured is processed in the Republic of Latvia, based on insurance conditions and pursuant to legislative enactments effective in the Republic of Latvia. If the insurance terms and conditions are translated and disputes arise due to a translation then the insurance terms and conditions in Latvian are regarded as primary.

# Annex No. 1 to the Travel Insurance Conditions CAN17/1

In effect from February 7, 2020

**The following Articles are excluded from the  
Travel Insurance Conditions CAN17/1**

#### **IV. BLOCK OF RISKS INSURED – TRAVEL PROCESS:**

6.2.9. Due to any other personal reasons, provided that the Insured has informed the Insurer in writing about the reason for cancellation of such travel not later than 72 (seventy two) hours before the start of the travel.

6.5.4. Deductible for cancellation of the travel for personal reasons in accordance with 6.2.9 hereof is 50 (fifty) % of the calculated amount of compensation for the travel cancellation risk.

#### **Article 1.2.16 of the Travel Insurance Conditions CAN17/1**

#### **VII. DOCUMENTS FOR ASSESSMENT OF THE INSURED EVENT**

**is expressed in the following wording:**

1.2.16. In case of travel cancellation - all cash receipts and / or invoices confirming that the Insured has paid for the intended travel or travel package; a statement issued by the tour operator confirming the Insured's planned travel, indicating also the amount recovered by the tour operator for the cancelled travel; a copy of the agreement concluded between the Insured and the tour operator; a certificate from a specialist doctor with a diagnosis of the disease (in case of a sudden illness); a copy of the death certificate (in case of death); a police statement on the incident with the Insured's property (in case of loss or damage to property);

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#### **III. BLOCK OF RISKS INSURED – BAGGAGE**

**is supplemented with the following exceptions:**

13.19. If the damage to the baggage has occurred due to wear or gradual wear and tear of the property;

13.20. If the baggage is scratched or has damages of cosmetic nature, and the baggage is fully suitable for future use its designated purpose

# Annex No. 2 to the Travel Insurance Conditions CAN17/1

In effect from April 1, 2020

**Articles 6.2.1 and 6.2.2 of the Travel Insurance Conditions CAN17/1**

**IV. BLOCK OF RISKS INSURED – TRAVEL PROCESS are expressed in the following wording:**

6.2.1. Sudden, unforeseeable, acute illness of the Insured, due to which emergency medical care was required, as a result of which treatment in an inpatient medical institution is required and this is a significant reason to cancel the travel, provided that the treatment continues on the scheduled start date of the travel;

6.2.2. Sudden, unforeseeable, acute illness of the Insured, due to which, in accordance with the opinion of a specialist doctor, the Insured is not allowed to go on travels provided that the treatment continues on the scheduled start date of the travel;

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**IV. BLOCK OF RISKS INSURED – TRAVEL PROCESS is supplemented with the following exception:**

6.7.7. The Insurer shall not cover the travel cancellation expenses, if in parallel to occurrence of any of the circumstances mentioned in the sub-articles of the Travel Cancellation Risk Article 6.2, any of the General Exceptions stipulated in the Conditions has occurred, or if movement is restricted as a result of regulatory enactments, state or local government decisions.

**Travel Insurance Conditions CAN17/1 “A” PART. THE GENERAL CONDITIONS OF TRAVEL INSURANCE are supplemented with the following provisions:**

1.6.1.1. If the customer has purchased a short-term travel policy (policy duration up to 45 days), regardless of the period of validity of the insurance contract, travel insurance shall not be valid from the 61st day after leaving the Home Country.

1.20.4. If the insurance contract is concluded while you are outside the Home Country, the insurance coverage starts 48 hours from the moment of concluding the insurance contract.