

MACHINERY BREAKDOWN INSURANCE TERMS AND CONDITIONS NO. MB20

Approved by the meeting of the Board of Compensa Vienna Insurance Group ADB Latvijas filiāle on 30.06.2020
Effective from July 1, 2020

I. DEFINITIONS

I.1. INSURER – Compensa Vienna Insurance Group ADB Latvijas filiāle (represented by: Compensa Vienna Insurance Group ADB, Ukmergės gatvė 280, LT-06115, Vilnius, Republic of Lithuania).

I.2. POLICYHOLDER – the person who has concluded an insurance contract for their own benefit or for the benefit of another person.

I.3. INSURED – the person indicated in the Insurance Policy, for the benefit of whom the Insurance Contract has been concluded and who has insurable interest and the property rights to the Insured Object.

I.4. INSURANCE CONTRACT – the agreement on the insurance terms and conditions concluded between the Insurer and the Policyholder, pursuant to which the Policyholder undertakes the obligation to pay the insurance premium according to the procedure, terms and amount stipulated by the contract, as well as to perform other obligations under the contract, and the Insurer undertakes the obligation to pay the insurance indemnity pursuant to the Insurance Contract to the person specified in the contract in the case of an Insured event, as well as to fulfill other obligations specified in the contract. The Insurance contract shall consist of the insurance application (if any), the Insurance policy, annexes to the Insurance policy and these General Insurance Terms and Conditions, Special Insurance Terms and Conditions, as well as all documents on amendments and supplements to the Insurance contract the Insurer and the Policyholder have agreed.

I.5. INSURANCE POLICY – a document confirming the conclusion of an Insurance contract and is an integral part of the Insurance Contract.

I.6. INSURANCE TERMS AND CONDITIONS – the part of the Insurance Contract specified in the Insurance Policy, which is the general terms and conditions approved by the Insurer applicable to the Insurance Contract.

I.7. INSURANCE PERIOD – the period of time specified in the Insurance Contract for which the Insurance Premium is paid and the insurance coverage is valid.

I.8. INSURANCE PREMIUM – a payment for insurance set out in the Insurance Contract.

I.9. INSURANCE AMOUNT – the amount of money for which the Insurance object is insured.

I.10. INSURED RISK – a sudden and unforeseen event specified in the Insurance Contract beyond the control of the Insured or the Policyholder, the occurrence of which is possible in the future.

I.11. INSURED EVENT – a sudden and unforeseen event beyond the control of the Policyholder and the Insured, which is causally related to the insured risk and in the case of which the

payment of the insurance indemnity is provided for under the provisions of the Insurance Contract.

I.12. EXCESS – the part of losses that is not indemnified by the Insurer upon the occurrence of the Insured Event.

I.13. OBJECT OF INSURANCE – the property specified in the Insurance Policy, for the insurance of which the Insurance Contract is concluded.

I.14. INSURANCE CLAIM – a written application submitted on behalf of the insured to the Insurer regarding the occurrence of the insured risk.

I.15. TOTAL DESTRUCTION – the damage of the insured object to the extent that the Insurer or the invited experts after the Insured Event have established that the repairs are technically impossible or economically unjustified, including if the estimated costs of repair of the Insured Object are equal or higher than the value of the Insured Object.

2. INSURED OBJECT

2.1. The following is insured:

2.1.1. All machinery listed in the Policy table;

2.1.2. Machinery is considered insured if it is in working order. Insured machinery is considered to be in working order from the moment it can be started or is already operating temporarily or in trial mode. If new machinery is installed, it is insured if it has been put into operation and its testing period has successfully ended;

2.1.3. This Insurance Contract is valid if the Policyholder's machinery is operated or not used, or it is dismantled for the purpose of maintenance, overhaul, or relocated within the production premises;

2.1.4. This Insurance Contract covers the insured machinery as long as it is located at the address indicated in the Policy table.

3. INSURANCE COVERAGE

3.1. The Insurer shall indemnify the loss or damage to the insured machinery caused by sudden and unforeseen physical conditions resulting in the necessity to repair or replace such machinery where such loss or damage has been caused by any of the following:

3.1.1. accidental malfunctions, such as incorrect operation, loosening of parts, malfunction of protective devices, ingress of foreign objects;

3.1.2. decomposition as a result of centrifugal forces;

3.1.3. inadequate amount of water in steam boilers or high-pressure tanks;

3.1.4. too high pressure, unless caused by cases excluded under Paragraph 4.1.9 or an inward explosion;



3.1.5. short circuit, overvoltage or overload current, unless caused by cases excluded under Paragraph 4.1.9;

3.1.6. defects and failures of materials or workmanship during assembly;

3.1.7. storm;

3.1.8. any other case which is not excluded in the future.

4. EXCEPTIONS

4.1. The Insurer shall not be obliged to indemnify the losses if the incurred losses are directly or indirectly related to the following:

4.1.1. Terrorism – incurred as a result of terrorism, terrorism is defined as violence or dangerous activity that endangers human life, tangible or intangible property or infrastructure with the intent to influence any government or hold society or any part thereof in fear, resulting from war invasion or war-like activity (regardless of whether a war has been declared or not), as a result of an act of a foreign enemy, a military invasion, a civil war, an uprising, a revolution, a riot, the usurpation of military or other power;

4.1.2. caused by natural disasters or circumstances: strike, insurrection, internal unrest, civil disobedience, riot, armed conflict, revolt, revolution, military coup, legally usurped military power, war, civil war, state of war, war, invasion, activities of a foreign enemy, epidemics, actions of state or local government, changes in laws and other regulatory enactments, government orders;

4.1.3. incurred as a result of malicious intent or fault of the Policyholder, the Insured or any of their employees or representatives, which is comparable to malicious intent in terms of indemnification and other civil consequences;

4.1.4. if these losses or circumstances that may cause losses have been known or the Policyholder or the Insured should have been aware thereof or they were clearly foreseeable at the time of concluding the Insurance Contract;

4.1.5. which have occurred repeatedly for the same reason, which has previously caused damage, but no measures have been taken to prevent further damage;

4.1.6. if the coverage of such losses is not provided for by the applicable legislation or the provisions of the insurance contract;

4.1.7. Depreciation – losses caused by wear and tear, corrosion, moisture, condensation, decay or other similar and gradual processes.

4.1.8. caused by a nuclear explosion, nuclear energy, radiation, radioactive contamination, ionizing radiation;

4.1.9. breakdown caused by the repair of the machinery or caused by intentional overloading of the machinery or experiments related to the use in abnormal conditions;

4.1.10. fire, explosion, direct or indirect lightning strike, fire extinguishing, subsequent destruction, dismantling and debris removal;

4.1.11. theft, burglary;

4.1.12. damage caused by the Policyholder's intentional actions, gross negligence;

4.1.13. loss or damage for which the manufacturer or supplier of the machinery is liable either in accordance with the law or in accordance with the contractual obligations;

4.1.14. consequential and/or incidental losses or expenses, or liability of any kind;

4.1.15. any loss, destruction, damage or civil liability directly or indirectly caused or contributed to or arising out of nuclear material;

4.1.16. any destruction, corruption, damage or distortion of data, code, programs or software, as well as any malfunction of any hardware, software or embedded chip, unless this results in physical damage or material damage to the property insured under the contract and the losses caused by business interruption resulting from the aforementioned are not indemnified.

Any destruction, damage, corruption or distortion of data, code, programs or software, or the malfunction of the hardware, software or embedded chip, shall not be considered physical damage or material damage to property as such.

4.2. When insuring machinery, the following parts, components or substances shall not be insured, unless provided otherwise in the Insurance Policy:

4.2.1. Any replaceable parts or components, such as cutters, drills, knives or other cutting tools, saw blades, stencils, crushing surfaces;

4.2.2. Conveyor belts, screens and tubes, rubber, cloth and plastic gaskets and bands, brushes and tires; ropes (cables), chains and straps, glass, porcelain or earthenware parts;

4.2.3. Basic blocks, brick lining for furnaces, furnaces and containers, firing grids, burner nozzles;

4.2.4. Fuel, filter fillers, coolants, cleaning products, lubricants, oils;

4.2.5. Catalysts, chemicals, contactors;

5. INFORMATION ABOUT THE INSURED OBJECT AND INSURED RISK

5.1. Before concluding the Insurance Contract, the Policyholder or the Insured is obliged to provide all the information necessary for the assessment of the insurable risks. The Insurer processes the received information in order to assess the insurable risk and prepare the insurance offer or the Insurance Contract.

5.2. The Policyholder or the Insured is responsible for the accuracy and completeness of the provided information. Any falsification, incorrect statement or omission may lead to termination of the insurance contract and refusal to pay the insurance indemnity.

5.3. The Policyholder and the Insured are obliged to notify the Insurer about other valid Insurance Contracts that apply to the same Insurance Object.

5.4. If the Insurer becomes aware of the circumstances increasing the probability of occurrence of the risk only after the occurrence of the insured risk, the insurance indemnity shall be refused or reduced in accordance with the applicable legal norms. Nothing in these Terms and Conditions shall be construed as a revocable condition of the Insurer's right to refuse or reduce the insurance indemnity.

6. CHANGES IN THE INFORMATION SUBMITTED

6.1. The Policyholder or the Insured is obliged to immediately, as soon as possible, notify the Insurer in writing of all circumstances that may increase the probability of occurrence of the insured risk or the amount of possible losses, as well as notify of any changes in the information provided before concluding the Insurance Contract.

6.2. Upon receipt of additional information, the Insurer evaluates the increase of the Insured Risk, and if the Insured Risk has increased, an additional Insurance Premium is calculated and applied or the provisions of the Insurance Contract are amended.



6.3. Before concluding the Insurance Contract, during the term of the Insurance Contract or after the end of the Insurance Period, the Insurer has the right to inspect the Insured Object to make sure that there have been no changes in the initial information about the risk. However, this condition does not release the Policyholder and the Insured from the performance of any obligation provided for in the Insurance Contract, nor does it change the performance of the obligations provided for.

7. SUM INSURED AND VALUE OF THE INSURED OBJECT

7.1. The Sum insured is determined by the Policyholder. The Policyholder assumes full responsibility for compliance of the Sum Insured with the value of the Insured Object.

7.2. The sum insured is determined for each Insured Object separately, it is specified in the Insurance Contract, indicating whether the insurance is determined for the actual value or renewal value.

7.3. For plant and machinery, the Sum Insured is determined according to its replacement value, which is equal to the lowest cost for the purchase of movable property of the same type and equivalent quality (incl. transportation, design and installation/assembly costs) or the minimum necessary expenses to restore the insured movable property in such quality and to such extent as it was immediately prior to the occurrence of the Insured Event. Unless otherwise agreed in the Insurance Policy, the replacement value is the purchase value of these objects.

7.4. By agreement of the parties and unambiguously indicating it in the Insurance Contract, it is possible to insure the Insurance Object according to the First Risk Insurance Principle and the underinsurance conditions shall not be applied in this case.

7.5. If on the date of occurrence of the Insured Event the Sum Insured of the damaged unit is less than its replacement value (as defined in Paragraph 5.2), the Insurer shall reduce the amount of the ratio of the insurance amount of the unit specified in the Policy table and the cost of the replacement of the machinery. Each insured object individually is subject to this condition.

8. OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED

8.1. When concluding the Insurance Contract, the Policyholder and the Insured undertake to observe and fulfill all the requirements provided for in these Regulations, as well as to observe and fulfill additional requirements set by the Insurer in writing during the term of the Insurance Contract.

8.2. It is the duty of the Policyholder and the Insured to do everything possible to prevent accidents. It is the duty of the Policyholder and the Insured to immediately eliminate any noticed error or defect or to take additional safety measures without delay, as the case may be.

8.3. Before the conclusion of the Insurance Contract and throughout the Insurance Contract period, the Policyholder and the Insured has the obligation to provide to the Insurer complete and accurate information related to the Insurance provided in the Insurance Contract, including information on the Insured Object and information necessary to assess the probability of occurrence of the Insured risk, information on all changes and circumstances that have occurred during the term of the Insurance Contract and may affect the occurrence of the Insured risk, as well as the information related to the possible Insured Event.

8.4. Persons who are authorized to perform the monitoring or administration of the insured objects or in whose use the insured object has been transferred shall be deemed comparable to a Policyholder. Any actions by these persons shall be deemed comparable to the actions of the Policyholder in terms of consequences.

8.5. The Policyholder and the Insured are obliged to comply with the legal acts in force in the Republic of Latvia and the additional security requirements set by the Insurer below during the entire term of the Insurance Contract.

9. MUTUAL OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED

9.1. The Policyholder is obliged to inform the Insured that the Insured is insured in accordance with a certain Insurance Contract, the conditions of which the Policyholder has agreed with the Insurer, and the Insured is bound by these conditions, must observe and fulfill them, as well as explain to the Insured what consequences occur in case the Insured fails to perform and/or improperly performs any of the provisions of the Insurance Contract.

10. CONSEQUENCES OF THE FAILURE TO PERFORM THE DUTIES OF THE POLICYHOLDER OR THE INSURED

10.1. If the malicious intent (Section 1641 of the Civil Law) or gross negligence (Section 1645 of the Civil Law) of the Policyholder or the Insured has caused the Insurer being misled about the condition of the Insured Object or the circumstances in order to assess the probability of the occurrence of the insured risk and the amount of possible losses, the Insurance Contract shall be deemed void from the moment of conclusion. The Insurer shall not repay the insurance premiums paid.

10.2. The action or inaction of the eligible users of the Insurance Objects is comparable to the action or inaction of the Insured himself, in making a decision on refusal to pay the Insurance Indemnity or a decision to reduce it.

11. INSURANCE INDEMNITY

11.1. The Insurer shall pay the insurance indemnity by indemnifying the losses in accordance with the conditions referred to in the Insurance Contract, which have arisen in connection with the damage or theft of the Insured Object as a result of the insured risks specified in the Insurance Contract.

11.2. The Sum Insured of the Insured Object immediately before the occurrence of the Insured Event is determined in accordance with Paragraph 5.2 of the terms and conditions.

11.3. If the insured machinery is completely destroyed or it is not possible to restore and repair it, then the amount of insurance indemnity is determined based on the actual value of the functionally equivalent and equally used machinery at the time of loss or the market value of machinery at the time of loss, indemnifying the lower of these values.

11.4. In cases where it is possible to repair the insured object, the Insurer will cover the expenses that inevitably arise in order to restore the damaged machinery to the operating condition it was in immediately prior to the Insured Event. If due to repairs the value of one object or its part increases, the Insurer's liability decreases by the amount of such increase.

11.5. The Insurer shall cover the costs of temporary repairs, if such repairs are related to the Insured Event, and shall form part of the final repairs and shall not increase the total repair costs.



11.6. The Insurer shall also indemnify the dismantling and re-assembly fees incurred in connection with the performance of repairs, as well as the usual transportation fees, customs duties and other fees, if any. If the repairs are performed in the Policyholder's workshop, the Insurer will pay the material costs and salaries to be paid in connection with the repairs. The value of any rescued material is deducted from the indemnity.

11.7. The Insurer may, at its option, repair, restore or replace any lost or damaged machinery, or pay indemnity in cash.

11.8. If the machinery cannot be restored (Total loss), the insurance indemnity is calculated by deducting from the amount of loss the value of the residual property that may be used in the future.

11.9. The Insured Object may be recognized as fully lost if the calculated renewal expenses exceed 70 (seventy) % of the full renewal value of the object at the time of the loss. The decision on total loss is made by the Insurer. After the payment of the insurance indemnity, the insurance amount specified in the policy shall not be reduced by the amount of the paid indemnity, but no under-insurance shall be applied to the following events.

11.10. The Insurer's liabilities for each object of the machinery at any time of the Insurance Period do not exceed the amount specified for such object in the Policy Table.

11.11. Except as expressly provided in the contract, any additional charges incurred in connection with a claim covered by this contract for overtime, night work, public holidays and public holidays, as well as the urgent delivery or transport of parts of machinery by air, shall not be reimbursed.

11.12. The costs of any alterations, additions, improvements or overhauls made during the repairs shall not be covered by this contract.

11.13. Where the performance of the Insurer's obligations or the extent thereof depends on such circumstances that are present in civil, criminal or administrative proceedings, the Insurer is entitled to make the decision on the payment of the insurance indemnity or refusal to pay the insurance indemnity after the entry into force of such decision of the court or other official of a state or municipal authority by which the relevant case is definitively decided or adjudicated.

12. INSURANCE INDEMNITY PAYMENT PROCEDURE

12.1. The Policyholder or the Insured shall submit a written application to the Insurer regarding the occurrence of the insured risk.

12.2. The Insurer shall review the received application and the attached documents in order to establish whether the Insured Event has occurred, if it has occurred, then the amount of the insurance indemnity shall be determined:

12.2.1. if the Insured Event has occurred and the parties have agreed on the amount of the insurance indemnity, then:

- a) The Insurer shall make a decision on the payment of the insurance indemnity within 30 (thirty) days from the receipt of all necessary documents;
- b) The Insurer shall pay the insurance indemnity within 10 (ten) business days after the decision on the payment of the insurance indemnity has been made.

12.2.2. if the Insured Event is not established:

- a) then the Insurer shall make a decision regarding the refusal to pay the insurance indemnity;

- b) the Insurer shall notify the Insured of the decision taken within 5 (five) business days after the decision is made.

12.2.3. The insurance indemnity is paid according to the principle of compensation, taking into account the following:

12.2.4. the insurance indemnity is calculated and paid by applying the compensation principle, thus the insurance indemnity to be paid may not exceed the losses caused in the Insured event;

12.2.5. only proven, caused losses are compensated, except for the exceptions specified in regulatory enactments or the Insurance Contract;

12.2.6. losses incurred before the effective date of the Insurance Contract are not indemnified;

12.2.7. losses incurred after the expiry of the Insurance Contract shall not be indemnified, unless otherwise provided in the Insurance Contract.

12.3. Where the performance of the Insurer's obligations or the extent thereof depends on such circumstances that are present in civil, criminal or administrative proceedings, the Insurer is entitled to make the decision on the payment of the insurance indemnity or refusal to pay the insurance indemnity after the entry into force of such decision of the court or other official of a state or municipal authority by which the relevant case is definitively decided or adjudicated.

12.4. If a split payment is applied to the Insurance Premium, the Insurer shall deduct the unpaid part of the Insurance Premium from the insurance indemnity to be paid.

13. CONCLUSION AND VALIDITY OF THE INSURANCE CONTRACT

13.1. The Insurance Contract is concluded on the basis of information provided by the Policyholder or the Insured, and the fact of concluding the Insurance Contract may not be interpreted as the Insurer's consent or acceptance of this information.

13.2. The Insurer may prepare an insurance offer before concluding the Insurance Contract. If the Policyholder pays the Insurance premium indicated in the insurance offer to the Insurer's bank account, the Insurance Contract shall not be deemed concluded, unless otherwise specified in the insurance offer. The Insurer has the right to return such erroneously made payment to the Policyholder within 30 (thirty) days.

13.3. The Insurance Contract shall enter into force if the payment of the Insurance Premium or the first installment of the Insurance Premium has been made in the amount and at the time specified in the Insurance Contract or the invoice attached thereto, unless otherwise provided in the Insurance Contract.

13.4. If the Insurance Contract or the invoice attached thereto stipulates that the Insurance Premium or the first part thereof is paid after the Insurance Contract enters into force, then after the Insurance Premium or the first installment is paid in the amount and within the term specified in the Insurance Contract, the Insurance Contract is valid from the date of entry into force indicated.

13.5. The date of payment shall be the date when the Insurance Premium or a part thereof is received in the bank account of the Insurer or the insurance distributor who is authorized to collect Insurance Premiums on behalf of the Insurer.

13.6. If, contrary to what is specified in the Insurance Contract or the invoice, the Insurance Premium or the first part thereof is not paid within the specified term and amount, then it is considered



that the Insurance Contract has not entered into force from the day of its conclusion. A separate notice that the Insurance Contract has not entered into force shall not be sent to the Policyholder and the Insured.

13.7. Payment of the insurance premium or the first installment thereof after the payment term indicated in the invoice does not oblige the Insurer to assume any obligations. The Insurer has the right to return the paid Insurance Premium or the payment of the first installment thereof to the Policyholder within 15 (fifteen) days.

13.8. When concluding the Insurance Contract using a means of distance communication, the same procedure for the entry into force of the Insurance Contract as when concluding the contract in person applies. The right of withdrawal does not apply to the Insurance contract.

14. TERMINATION OF THE INSURANCE CONTRACT

14.1. The Insurer or the Policyholder has the right to terminate the Insurance Contract unilaterally in the cases specified in the Insurance Contract Law before the end of the Insurance Period, i.e., after the occurrence of the Insured Event, by sending a written notice to the other contracting party. The Insurance Contract shall be terminated on the 15th (fifteenth) day after sending the written notice.

14.2. The Policyholder is obliged to pay the Insurer the Insurance Premium or a part thereof for the period when the Insurance Contract was in force.

14.3. If the Insurance Indemnity has been paid during the Insurance Period and the Policyholder terminates the Insurance Contract before the expiry of the Insurance Contract or has not made the current payment of the Insurance Premium, then the Insurer has the right to issue an invoice for the remaining part of the Insurance Premium. The Policyholder is obliged to pay the invoice issued by the Insurer on time and in full.

14.4. If, based on the written application of the Policyholder, the Insurance Contract is terminated before the end of the Insurance Period, the Insurer shall reimburse the unused Insurance Premium for the remaining period according to the statutory calculation, deducting from it the Insurance Indemnity paid during the Insurance Contract period, as well as deducting from the balance 15 (fifteen) percent, which are the Insured's presumed expenses in connection with the administration of the Insurance Contract. If the balance of the premium is used to cover other Insurance premium payments to the Insurer, then no deductions are made from the premium in connection with the administration of the Insurance Contract.

14.5. If the current Insurance Premium payment has not been paid within the specified term and amount, the Insurer shall send a written notice to the Policyholder or the Insured regarding the untimely or incomplete current payment of the Insurance Premium with an invitation to pay the remaining part of the Insurance Premium.

14.6. If the Policyholder fails to pay the Insurance Premium within the term and in the amount specified in the notice of current payments, the Insurance Contract shall be terminated without refunding the Insurance Premium for the period when the insurance was valid. A separate notice stating that the Insurance Contract is terminated and the remaining part of the premium is not reimbursed shall not be sent to the Policyholder and the Insured.

14.7. Notwithstanding any other provision of the Insurance Contract, the Insurer shall not be deemed to provide insurance coverage or make any payments or provide any services or benefits to any Insured and any other person to the extent that such cover, payment, service, benefit and/or any transaction or activity of the Insured violates the applicable sanctions, i.e., any and all trade, financial embargo or economic sanctions, laws or regulations directly applicable to the Insurer. The applicable sanctions are as follows: (I) local sanctions; (II) the European Union (EU); (III) the United Nations (UN); (IV) United States (USA) and/or (V) all other sanctions applicable to the Insurer.

15. INFORMATION ON THE PERSONAL DATA PROCESSING

15.1. The Insurer processes the received information in accordance with the regulatory enactments in force in the Republic of Latvia, including in accordance with the Data Regulation No. 2016/679.

15.2. Pursuant to Article 13 of the Data Regulation No. 2016/679, the Insurer, before concluding the insurance contract, shall notify the data subject (the Policyholder) that:

15.2.1. the data controller is the Latvian branch of Compensa Vienna Insurance Group ADB;

15.2.2. the contact information of the data controller is – info@compensa.lv, (+371) 67558888;

15.2.3. the contact information of the data protection specialist is – DPO@compensa.lv;

15.2.4. the data is processed in order to conclude the Insurance Contract, monitor its performance during the term of the insurance contract and pay the insurance indemnity; the legal basis for data processing – the agreement concluded between the parties;

15.2.5. the data are also processed for other purposes if the data subject has given his or her consent; the legal basis for data processing – the consent of the data subject;

15.2.6. the data subject has the right, at any time, to revoke the given consent to the processing of personal data in writing;

15.2.7. the legitimate interest of the data processing controller – to receive feedback from the data subject after the conclusion of the Insurance Contract or the payment of the insurance indemnity;

15.2.8. categories of recipients of personal data – in relevant cases specified by the law – state and local government institutions; medical institutions, more information can be found on the Insurer's website www.compensa.lv/privacy-policy;

15.2.9. in certain cases, personal data may be transferred outside the EEA – legal basis – saving the health or life of a person (data subject);

15.2.10. the term of storage of personal data – depending on the specifics of the insurance product, the terms of storage specified in the Insurance Terms and Conditions and special laws;

15.2.11. the data subject has the right to request information regarding the processing of the data subject's personal data by the Insurer;

15.2.12. the data subject has the right to submit a complaint regarding the data controller to the State Data Inspectorate www.dvi.gov.lv, info@dvi.gov.lv;

15.2.13. the data subject is obliged to provide personal data in order to enter into the Insurance Contract in order to pay the



insurance indemnity; in case the data requested by the Insurer are not provided or are provided incompletely, the Insurer has no right to pay the insurance indemnity (in accordance with Section 31 of the Insurance Contract Law); this condition also applies to personal data of a special category (health data).

15.3. The Policyholder is obliged to inform the Insured person(-s), not later than within one month, that the personal data of the insured persons (data subjects) are transferred to the Insurer – for what purposes, to what extent they will be processed; what consequences may occur if the insured have provided inaccurate or incorrect personal data.

15.4. The Policyholder is obliged to inform the Insured person(-s), not later than within one month, that the personal data of the insured persons (data subjects) will be used for communication with the data subjects in case of data safety breach and indemnity settlement.

16. OTHER PROVISIONS

16.1. The parties will apply the regulatory enactments in force in the Republic of Latvia, including the norms specified in the Insurance Contract Law, to regulate the contractual relations arising from the Insurance Contract.

16.2. If the parties fail to resolve the dispute through negotiations, then a written complaint must be submitted to the Insurer for consideration, legal address: Vienības gatve 87H, Rīga, LV-1004; e-mail address: atlidzibas@compensa.lv.

16.3. A person has the right to submit a complaint to the Ombudsman of the Latvian Insurers' Association in accordance with its Regulations. See the approved procedure (rules) of the Latvian Insurers Association here: www.laa.lv.

16.4. When paying the insurance indemnity, the Insurer has the right of claim against the person who is responsible for the losses caused in the amount of the paid insurance indemnity (subrogation rights). The Insurer may not exercise the right of subrogation against the Insured's children, parents or spouse. Exceptions are those Insured Events caused by negligence, malicious intent or gross negligence.

16.5. If the Policyholder or the Insured waives their claim against a third party or waives the rights giving rise to such claim, the Insurer shall be released from its contractual obligations to the extent that it could have claimed the covered insurance indemnity on the basis of this claim or these rights.

16.6. The Insurer shall not disclose to third parties any information about the Policyholder and the Insured, except in the cases provided for under the laws and regulations of the Republic of Latvia.

16.7. During the Insurance contract period, the Insurer shall communicate with the Insured and the Policyholder in Latvian and shall respond to the requests of the Insured and the Policyholder that are expressed in Latvian language.