

## TRAVEL INSURANCE REGULATIONS NO. CAN 21

Approved at the meeting of the Management Board of Compensa Vienna Insurance Group ADB Latvian Branch on 23.03.2021.  
Effective since 10<sup>th</sup> April 2021.

### I. DEFINITION OF TERMS

**I.1. INSURER** – Compensa Vienna Insurance Group ADB Latvian branch, registration number 40103942087, address: Vienības gatve 87H, Riga, LV-1004.

**I.2. POLICYHOLDER** – a natural person or legal entity who enters into a Travel Insurance Contract for his or her own benefit or for the benefit of another person.

**I.3. INSURED** – a natural person who has an insurable interest and for whose benefit an Insurance Contract has been entered into.

**I.4. INSURANCE CONTRACT** – agreement between the Insurer and the Policyholder on the insurance conditions, according to which the Policyholder undertakes to pay the Insurance Premium in the manner, terms and amount specified in the contract, as well as to fulfil other obligations specified in the contract. The Insurer undertakes the obligation, upon the occurrence of the Insured Event, to pay the Insurance Indemnity to the person specified in the contract in accordance with the Insurance Contract, as well as to fulfil other obligations specified in the contract. Insurance policies, Insurance policies with appendices, with the Insurance Regulations and their appendices, as well as with all other documents on amendments or additions agreed between the Insurer and the Policyholder.

**I.5. INSURANCE POLICY** – a document certifying the conclusion of the Insurance Contract. The insurance policy is an integral part of the Insurance Contract.

**I.6. TRAVEL DURATION** – for each type of Insurance policy, there is a certain condition regarding the duration of the travel:

**I.6.1. short-term travel insurance policy** – personal insurance for one travel, which does not exceed 60 (sixty) continuous calendar days;

**I.6.2. long-term travel insurance policy** – personal insurance for one travel, which is longer than 60 (sixty) continuous calendar days;

**I.6.3. annual travel insurance policy** – personal insurance for an unlimited number of short-term trips in the Insurance Period, where each of the short-term trips does not exceed 60 (sixty) uninterrupted calendar days.

**I.7. INSURANCE REGULATIONS** – Terms and conditions of the Insurance Contract, which apply to a specific insurable object, which are specified in the Insurance Policy and which are an integral part of the Insurance Contract. The Policyholder and the Insured undertake to observe and comply with the Insurance Regulations in order to receive the Insurance Indemnity upon the occurrence of the Insured Event.

**I.8. INSURANCE PERIOD** – the term of the Insurance Contract for which the Insurance Premium is paid and the Insurance Coverage is valid.

**I.9. INSURANCE RISK** – an event provided for in the Insurance Contract, independent of the will of the Insured or the Policyholder, the occurrence of which is possible in the future. The Insurance Protection is valid during the specific travel only in respect of those Insured Risks specified in the respective Insurance Policy.

**I.10. INSURANCE OBJECT** – the health, life, property values and interests of the Insured, as well as the civil liability of the person.

**I.11. INSURANCE COVERAGE** – the set of insured risks specified in the policy, which provides insurance protection to the Insured during his/her travel. The insurance cover in any case (except for the long-term travel insurance policy), regardless of the term of the Insurance Contract, is not valid from the 61<sup>st</sup> (sixty-first) day after leaving the Home Country.

**I.12. INSURANCE AMOUNT** – the maximum amount of the Insurer's liabilities in monetary terms specified in the Insurance Contract, which may be paid as the Insurance Indemnity to one Insured during one travel.

**I.13. INSURANCE PREMIUM** – payment for Insurance specified in the Insurance Contract.

**I.14. INSURANCE EVENT** – a sudden, unforeseeable event causally related to the Insured Risk and beyond the control of the Insured, which occurred as a result of external circumstances when the Insured was outside the Home Country during the Insurance Period, and upon occurrence of which the Insurance Indemnity is payable.

**I.15. INSURANCE INDEMNITY CLAIM** – the Insured's written application to the Insurer regarding the occurrence of the Insured's risk.

**I.16. INSURANCE INDEMNITY** – the amount of money payable for the Insured Event in accordance with the provisions of the Insurance Contract. If the Insured has two or more travel insurance policies issued by the Insurer at the same time, in which one or more of the Insured Risks specified in these Insurance Policies are duplicated, then the Insurance Indemnity is paid only for one Insurance Policy – the one wherein a higher Insured Amount for the respective risk is specified.

**I.17. POLICYHOLDER'S EMPLOYEE** – a natural person who, on the basis of an employment contract, performs certain work under the management and for the benefit of the Policyholder (employer) for the agreed salary and for which the Policyholder makes tax payments.

**I.18. HOME COUNTRY** – the country of which the Insured is a citizen (national) and/or the country that has issued a residence permit to the Insured.

**I.19. INSURANCE TERRITORY** – travel insurance shall be valid 24 (twenty four) hours a day in the geographical territory



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specified in the Insurance Policy and in which the Insurance Contract is valid. Travel insurance is not valid in the Insured's Home Country.

**I.20.** Within the meaning of these Regulations, "EUROPE" shall mean the following countries: Albania, Andorra, Croatia, Croatia, Czech Republic, Denmark, Estonia, Greece, Armenia, Austria, Azerbaijan, Bulgaria, Croatia, Czech Republic, Estonia, Georgia, Greece, Georgia, Estonia, Ireland, Iceland, Iceland, United Kingdom, European part of Russia (up to the Ural Mountains, provided that a visa is not required for entry into Russia), Lithuania, Liechtenstein, Luxembourg, Macedonia, Malta, Montenegro, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Finland, Spain, Switzerland, Turkey, Ukraine, Hungary, Vatican City, Germany, Sweden and the following islands with political affiliation: Balearic Islands (Spain), Faroe Islands (Denmark), Gibraltar (United Kingdom), Hebrides (United Kingdom), Jan Mayen (Norway), Canary Islands (Spain), Corsica (France), Isle of Man (United Kingdom), Channel Islands (United Kingdom), Orkney Islands (United Kingdom), Sardinia (Italy), Shetland Islands (United Kingdom), Sicily (Italy), Svalbard (Norway), Isle of Wight (Great Britain), as well as Israel, Egypt, Tunisia and Morocco, which belong to the group of countries belonging to the territory of "Europe".

**I.21. TRAVEL** – the Insured's travel for a certain period of time outside the Home Country to go on a tourism, leisure, special sports activity (if provided for by the terms and conditions of the respective Insurance Coverage), leisure travel or business travel during which travel insurance is valid.

**I.22. TRANSPORTATION TIME** – the period from the transfer of the luggage to the carrier's employees before the start of the journey until the time when the luggage can be received at the destination if there is checked-in luggage, or the period from identification control at the start of the journey until the identification control at the destination if the person travels without checked-in luggage.

**I.23. BEGINNING AND END OF THE TRAVEL INSURANCE** – travel insurance starts and ends as soon as the Insured crosses the state border of the Home country:

**I.23.1.** by airplane, ship or ferry – when the border is crossed, passing passport control at the border crossing point;

**I.23.2.** by bus, car, train, motorcycle, bicycle or on foot – when the border is crossed at a border crossing point (on the official border of the state);

**I.23.3.** by yacht – when the border is crossed leaving the territorial waters of the state or entering the territorial waters of the state, in accordance with the agreements of the respective states regarding the boundaries of water bodies.

**I.23.4.** If the Insurance Contract is concluded while the Insured is outside the Home Country, then the insurance protection starts after 48 (forty-eight) hours from the moment of concluding the Insurance Contract.

**I.24. FIRST DEGREE RELATIVE** – for the purposes of these Regulations, the first degree relative is the Insured's spouse, parents, children.

**I.25. RELATIVE** – for the purposes of these Regulations, a relative is the Insured's parents, children, spouse, adopted children and adoptive parents, grandparents and grandchildren, brothers, sisters, foster parents and foster children.

**I.26. BENEFICIARY** – a person specified in the Insurance Contract and to whom the Insurance Indemnity or a part thereof is to be paid in the event of the Insured's death. If the Beneficiary is not specified in the Insurance Contract, then the heir approved by the Insured (in accordance with the regulatory enactments of the Republic of Latvia) is considered to be the Beneficiary.

**I.27. REPEATED INJURY** – repeated damage to tissues and organs obtained for an indefinite period of time.

**I.28. REPEATED BONE FRACTURE** – a bone fracture at the place where the Insured has previously had a bone fracture and which has occurred at the place of the previous bone fracture due to its incomplete healing.

**I.29. PATHOLOGICAL FRACTURE** – a bone fracture or meniscus rupture caused by changes in the structure or strength of bones and/or cartilage.

**I.30. HIGH RISK BONE FRACTURE** – a bone fracture or meniscus rupture caused by a previously injured joint, whether the fracture is caused by an altered bone structure, or due to osteoporosis; joint damage caused by damaged joints or degenerative changes.

**I.31. CHRONIC DISEASE** – health condition opposite to a sudden illness – a gradual deterioration of the physiological processes and body functions characterized by periodic abrupt changes in the state of health (outbreaks of the disease), regardless of whether such state of health has been diagnosed or not before the commencement of the Insured's travel. In the context of these Insurance Regulations, heart attack, ischemic heart disease, angina pectoris, vascular aneurysm (in any form), atherosclerosis, stroke, spondylosis, osteochondrosis, radiculitis, renal failure, diabetes mellitus, cirrhosis of the liver, multiple sclerosis, tuberculosis, asthma, thrombosis etc. are classified as chronic diseases due to the fact that such diagnosed diseases develop gradually and initially often without visible/noticeable symptoms.

**I.32. AGGRAVATION OF CHRONIC ILLNESS** – the sudden appearance of symptoms not manifested before the start of the travel and characteristic of a chronic illness, as a result of which the Insured urgently needs medical assistance.

**I.33. HOSPITALIZATION** – placement of the Insured in a hospital in case of a sudden and life-threatening illness or accident, urgent medical assistance is required for a clinical examination or emergency operation.

**I.34. EMERGENCY MEDICAL AID** – medical services that are urgently required to be provided to the Insured due to an acute deterioration of his/her health condition due to a sudden illness, accident or aggravation of a chronic illness in order to prevent further deterioration of the Insured's health condition and/or threat to the Insured's life.

**I.35. ACCIDENT** – a case when during the Travel Insurance Period there is a sudden, independent of the Insured's will and unforeseeable temporary exposure to certain external factors (physical, mechanical, chemical, thermal, electrical) on the Insured's body, the consequences of which are tissue and organ damage resulting from physical injury and loss of ability to work and/or death.

**I.36. ASSISTANCE SERVICE** – a service specializing in the provision of assistance services in any country of the world to travellers in need of medical assistance, medical transportation and repatriation or other services and payment of related bills, and with which the Insurer has entered into a special agreement for the provision of such services to Insured Persons.



**I.37. EUROPEAN HEALTH INSURANCE CARD (EHIC)** – a special identification card issued to residents of the Member States of the European Union as well as Norway, Liechtenstein, Iceland and Switzerland certifying that a person holding an EHIC card can receive emergency and/or necessary state-guaranteed medical care in the same country during a temporary stay in any of these countries to the extent that it is provided to nationals of the respective country.

**I.38. SUDDEN ONSET OF DISEASE** – unreported, unpredictable, unexpected and rapid deterioration of health during the travel, due to which the Insured needs urgent medical assistance.

**I.39. REPATRIATION** – emergency transportation of the Insured to the Home Country, which is necessary due to a sudden illness, accident, unforeseen hospitalization or death of the Insured during the travel. Repatriation is performed to the airport of the Insured's Home Country, if the transportation has taken place by plane, or to the border of the Insured's Home Country, if another mode of transportation has been used for transportation.

**I.40. THIRD PARTY** – a person who is neither the Policyholder, nor the Insured, nor the Beneficiary, nor the representative of the Insured, nor a member of the Insured's family.

**I.41. PANDEMIC** – an epidemic in a large region or worldwide, based on a severe infectious disease that spreads easily and has not been previously known or similar cases have been known in a small infected population.

**I.42. GLOBAL NATURAL DISASTER** – a natural disaster, independent of human will and activity, which occurs suddenly, causing extensive damage to nature and buildings, and during which people die or human health and/or physical condition suffers.

**I.43. DEDUCTIBLE** – the part of the loss, which is the Insured's participation in the Insured Event, expressed as a percentage or as a specific amount of money from the amount of loss not paid by the Insurer and deducted from the amount of the Insurance Indemnity payable in accordance with the Insurance Terms. The deductible is determined for each Insured.

**I.44. DAMAGE TO HEALTH, LIFE, PHYSICAL CONDITION IN CASE OF CIVIL LIABILITY INSURANCE** – injury or illness suffered by third parties (whether or not these injuries/illnesses are fatal).

**I.45. MATERIAL DAMAGES IN CASE OF CIVIL LIABILITY INSURANCE** – physical damage to the property or its complete/partial destruction, if the property belongs to Third Parties.

**I.46. MANUAL LABOUR** – work that requires active skeletal muscle work. For the purposes of these Regulations, this is paid work in construction, agriculture, printing, mechanical engineering, metallurgy, work at height, work related to the movement and lifting of weights, etc.

**I.47. PROFESSIONAL SPORT** – engaging in sports, if it is the main occupation of the Insured and/or one of the sources of income, as well as if the Insured participates in a European or world championship.

**I.48. ACTIVE RECREATION/SPORTING ACTIVITIES DURING THE TRAVEL** – if the Insured:

**I.48.1.** during the travel, without prior planning, engages in short-term, but not longer than one to two days, high-risk activities (with or without a local instructor or experienced group guide), which are organized by the respective foreign tourism companies as additional entertainment for tourists (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, gymnastics, running, swimming, snorkelling, diving up to 10 (ten) meters, water skiing, windsurfing, surfing, rafting, kiteboarding, boating and/or jet skiing on inland waterways, coastal waters and/or mountain rivers; fishing, sailing and motor boating in inland or coastal waters up to 24 (twenty four) miles from the coast, cycling, mountain biking, hot air ballooning, mountaineering without climbing equipment up to 2 500 (two thousand) meter height, safari, archery, darts, tennis), then the insurance is valid without additional payment of the Insurance premium, if the Insurance Policy includes the risk "Recreational Activities Insurance";

**I.48.2.** goes on a travel for the purpose of engaging in high-risk hobbies, sports and/or sports activities in which the Insured is exposed to a high risk of injury, the insurance is valid if an appropriate special "Active leisure/sports program" has been purchased:

**I.48.2.1.** Winter recreational activities – speed skating, biathlon, snowmobile riding, figure skating, hockey, cross-country skiing, downhill skiing, curling, snowboarding, short track, ice sailing, mogul skiing, skiing, bobsleigh, sleigh rides;

**I.48.2.2.** Medium risk recreational activities – aerobics, badminton, basketball, bowling, floorball, frisbee, football, table tennis, golf, handball, mountaineering without mountaineering equipment (up to 2 500 (two thousand five hundred) meters high), diving up to 10 (ten) meters, orienteering, snorkelling, beach volleyball, tennis, athletics, gymnastics, volleyball, sports for the disabled;

**I.48.2.3.** High-risk recreational activities – rowing, sailing, horseback riding, kiteboarding, marathon, paragliding, swimming, rafting, rugby, cycling, surfing, kayaking, water polo, water skiing, wakeboarding, triathlon;

**I.48.2.4.** Very high-risk recreational activities – mountaineering (up to 5 000 (five thousand) meters), BMX, motorsport, cross-country skiing, deep-water diving (up to 30 (thirty) meters with scuba diving and PADI analogue certificate), F-1 speedboats, heliboarding, heliskiing, parachuting, mountain biking, rock climbing, motorsports, skeleton, spring-boarding, ski jumping (winter).

**I.48.3.** engages in any sport at a professional level, travel insurance is not valid;

**I.48.4.** has chosen a higher risk class than the lowest offered, then for medium-risk, high-risk and very high-risk leisure activities the chosen higher risk class also includes insurance of the lowest risk class leisure activities. For example, when choosing insurance for high-risk leisure activities, the Insured is automatically also insured for medium-risk leisure activities.

**I.49. PRINCIPLE OF COMPENSATION** – the insurance principle, according to which the Insurance Indemnity is calculated taking into account the actual expenses or loss incurred in the Insured Event, however, not exceeding the expenses or losses incurred in the Insured Event and the Insurance Amount. Only proven expenses are reimbursed. In the case of Risk Block II "Accidents", the principle of compensations does not apply.

## INSURED RISKS

The insured risks, taking into account the individual information of each Travel Insurance policy, may be:

**I.50. Medical expenses**

**I.51. Medical expenses in the Home Country**



- I.52.** Dental expenses
- I.53.** Medical transport
- I.54.** Medical transport in the Home Country
- I.55.** Insured's repatriation in case of disease
- I.56.** Insured's repatriation in case of death
- I.57.** Burial expenses abroad
- I.58.** Payment for telephone calls
- I.59.** Medical aids
- I.60.** Hospital day fee
- I.61.** Travel expenses for 1 (one) family member
- I.62.** Delivery of the child to the Home Country
- I.63.** Replacement of the Insured
- I.64.** Search and rescue expenses
- I.65.** Disability
- I.66.** Death
- I.67.** Luggage delay
- I.68.** Luggage damage, loss
- I.69.** Theft of luggage during the travel
- I.70.** Delay, loss, damage or theft of sports equipment
- I.71.** Sports equipment insurance
- I.72.** Dry cleaning of clothes after an accident
- I.73.** Late arrival at departure point
- I.74.** Continuation of the journey
- I.75.** Flight delays
- I.76.** Missed transit
- I.77.** Travel interruption
- I.78.** Travel cancellation
- I.79.** Travel cancellation for personal reasons
- I.80.** Alternative transport costs due to natural disasters
- I.81.** Denial of seat on an aircraft
- I.82.** Missed hotel stay days
- I.83.** Expenditure due to non-issuance of a visa
- I.84.** Loss or theft of a passport or identity card
- I.85.** Money theft
- I.86.** Ski passport insurance
- I.87.** Insurance of closed ski slopes
- I.88.** Pet care
- I.89.** Change driver
- I.90.** Sending personal belongings
- I.91.** Personal civil liability
- I.92.** Legal aid
- I.93.** Interpreter assistance

## **INSURED RISK BLOCK –** **• MEDICAL EXPENSES AND HEALTH**

### **2. MEDICAL EXPENSES**

- 2.1.** The insured event is the need to receive emergency medical assistance due to:
  - 2.1.1.** sudden illness of the Insured;

- 2.1.2.** exacerbation of a chronic disease;
- 2.1.3.** bodily injury resulting from an accident;
- 2.1.4.** sudden acute deterioration of health (e.g. poisoning, sun or heat stroke, burns, drowning, etc.);
- 2.1.5.** in case of pregnancy complications.
- 2.2.** The Insurer shall pay the expenses for the emergency medical care provided to the Insured and/or his/her hospitalization, but not more than for 30 (thirty) days for one Insured Event and not exceeding the maximum Insured Amount, in accordance with Clause 1.12. of the Insurance Regulations.
- 2.3.** Upon the occurrence of the Insured Event, the Client must inform the Insurer's Assistance Service by calling the telephone number indicated in the Insurance Policy.
- 2.4.** The Insurer and the specialist of the respective medical institution agree on the treatment and its duration, as well as any operations and necessity thereof during the travel. Payment of the insurance indemnity may be refused in cases when the Insured or his/her relatives unilaterally decide to perform an examination, diagnosis, treatment or operation, or if he/she decides to receive treatment in a high-service medical institution or change the medical institution at his/her own discretion.
- 2.5.** If during the travel the Insured is provided with emergency medical care due to an acute deterioration of health, which manifests itself as a sudden and unpredictable attack of a chronic illness, the Insurer pays for the first emergency medical services to reduce the attack, but not more than 5 (five) days, not exceeding the limit of EUR 1 500 (one thousand five hundred euros), if these services are not paid for in accordance with the EHIC conditions.
- 2.6.** Medical expenses for surgical operations are reimbursed only on the condition that the need for the operation is acute and urgent and failure to perform the operation immediately may drastically worsen the health condition of the Insured or endanger the life of the Insured.
- 2.7.** The Insurer shall reimburse the expenses for emergency medical care in the acute case of pregnancy complications, not exceeding EUR 1 500 (one thousand five hundred euros), if the pregnancy does not exceed 30 (thirty) weeks and the pregnant woman can present a travel permit issued by a physician from the Home Country not sooner than 1 (one) week before the start of the planned travel.
- 2.8.** Upon receipt of medically necessary outpatient or inpatient care, the Insured is reimbursed for expenses prescribed by a doctor, except for medicines that the Insured had to take regularly in connection with an illness or several illnesses diagnosed to the Insured before the travel insurance contract came into force.
- 2.9.** The Insurer pays the expenses for the first emergency medical care provided to the Insured during the travel outside the Home Country, if these expenses are not paid under the EHIC in the specific country.
- 2.10.** If the Insured has paid his/her emergency medical care expenses over EUR 500 (five hundred euros) in the country where such expenses are covered within the EHIC, the Insured must apply to the National Health Service of the Republic of Latvia (hereinafter – NHS) before submitting the claim submitting an application and payment documents. The Insurer reviews the Insurance Application after receiving the opinion of the NHS and reimburses the difference.



### **3. MEDICAL EXPENSES IN THE HOME COUNTRY**

**3.1.** Expenses previously agreed in writing with the Insurer for medical expenses (corresponding to the expenses referred to in Clause 2) in the Home Country shall be reimbursed for the Insured to continue the treatment prescribed abroad by the attending physician abroad after returning from the travel due to a sudden illness that occurred during the travel, due to which the Insured was placed in the hospital and the Insurer paid the medical expenses abroad in full or in part.

**3.2.** Expenses are covered no longer than 10 (ten) days after the return of the Insured to the Home Country.

**3.3.** The Insured is obliged to start treatment within 3 (three) days after returning to the Home Country, otherwise the Insurance Indemnity will not be paid.

### **4. DENTAL EXPENSES**

**4.1.** Medical expenses are reimbursed for dental services provided to the Insured in cases of acute dental pain or dental injuries, which are confirmed by a certificate issued by a doctor with a precisely specified diagnosis:

**4.1.1.** doctor's consultation;

**4.1.2.** X-ray to clarify the diagnosis;

**4.1.3.** opening and cleaning one or more canals of the tooth root;

**4.1.4.** tooth extraction in case of acute toothache, abscess or tooth injury;

**4.1.5.** tooth filling.

### **5. MEDICAL TRANSPORT**

**5.1.** If the Insured suffers an accident during the travel or due to a sudden illness it is necessary to take him/her to the nearest medical institution to provide emergency medical assistance, the Insurer covers transportation costs incurred for transporting the injured Insured abroad, not exceeding the maximum Insured Amount for medical transport risk.

**5.2.** Depending on the seriousness of the situation, the Insurer may agree with the medical institution on the transportation of the Insured by specialized land emergency transport, by air, by rail or in any other suitable way, as well as, if necessary, by a sanitary aircraft.

### **6. MEDICAL TRANSPORT IN HOME COUNTRY**

**6.1.** The Insurer shall cover the transportation expenses of the Insured agreed in advance with the Insurer from the Airport of the Insured's Home Country to the nearest inpatient medical institution in his/her Home Country, which provides medical assistance in accordance with the Insured's state of health, if hospitalization in the Home Country has been prescribed by the doctor from the foreign inpatient institution and this institution follows the repatriation of the Insured organized by the Insurer.

### **7. INSURED'S REPATRIATION IN CASE OF DISEASE**

**7.1.** The Insurer shall organize and pay for the repatriation of the Insured if:

**7.1.1.** repatriation is medically justified;

**7.1.2.** after a stay in hospital or after treatment, the Insured is not physically able to return to the Home Country independently;

**7.1.3.** after a stay in a hospital or after treatment, specialized transport is required for transportation of the Insured to the Home Country due to his/her physical condition;

**7.1.4.** the health condition of the sick or injured Insured allows transportation and local medical services abroad are significantly more expensive than in the Insured's Home Country;

**7.1.5.** due to hospitalization, the Insured has not been able to leave the respective foreign country to return to the Home Country by the previously provided transport due to the expiry of the return ticket.

**7.2.** The Insurer and/or the Assistance Service, in cooperation with the local attending physician, shall take the necessary measures to enable the Insured to return to the Home Country:

**7.2.1.** by regular land or air transport, if the physical condition of the Insured allows it;

**7.2.2.** covering the costs of exchanging a ticket purchased in the Home Country, if the ticket has not expired and the conditions of the purchased ticket allow the exchange;

**7.2.3.** when purchasing a new economy class transport ticket(s), if the ticket change is not allowed or if the ticket has expired;

**7.2.4.** when purchasing a new business class transport ticket, if such purchase is necessary for the transportation of the Insured and it has been indicated by the attending physician;

**7.2.5.** by specialized emergency land or air transport, paying the expenses for:

**7.2.5.1.** transportation;

**7.2.5.2.** accompanying medical staff, if the seriousness of the situation so requires (limit – EUR 1 000 (one thousand euros));

**7.2.5.3.** accompanying Third Party, if it has been agreed with the Insurer.

**7.3.** Only the medical specialists authorized by the Insurer or the Assistance Service, in cooperation with the local attending physician, have the right to decide on the mode of transport that would be the most appropriate, taking into account the health condition of the Insured.

**7.4.** In case the Insured has repatriated without coordination with the Insurer, then the Insured is responsible for repatriation and related complications.

### **8. INSURED'S REPATRIATION IN CASE OF DEATH**

**8.1.** If the Insured dies during the travel, the Insurer or the Assistance Service shall organize the transportation of the remains of the Insured to the Home Country.

**8.2.** If the repatriation of the Insured has not been agreed in writing with the Insurer, the Insurer shall reimburse the repatriation expenses in the amount to which the Insurer would have reimbursed these services by organizing them through the Assistance Service.

**8.3.** If the Insured dies during the travel, the Insurer or the Assistance Service shall organize and pay for the purchase of the coffin necessary for the transportation of the Insured's remains. Expenses for the coffin are paid not exceeding EUR 1 000 (one thousand euros).

### **9. BURIAL EXPENSES ABROAD**

**9.1.** Upon written agreement with the Insured's relatives, the Insurer and/or the Assistance Service may arrange for the cremation or burial of the remains in the country where the accident



occurred, not exceeding the sum insured for the relevant repatriation risk of the risk "Burial expenses abroad" specified in the policy. Expenses for the coffin are paid not exceeding EUR 1 000 (one thousand euros). If the burial (or cremation) expenses abroad exceed the amount of expenses for transportation of the Client's remains to his/her Home Country, the Insurer shall reimburse these services to the extent that the Insurer would have reimbursed for transportation of the Client's remains to his/her Home Country.

## **10. PAYMENT FOR TELEPHONE CALLS**

**10.1.** The Insurer shall pay the expenses of telephone calls made by the Insured abroad in order to contact the Insurer and/or the 24-hour Assistance Service, which were necessary in connection with the organization of medical assistance or repatriation upon the occurrence of the Insured Event. The fact and expenses of telephone calls are confirmed by a printout of telephone conversations.

## **11. MEDICAL AIDS**

**11.1.** The Insurer shall reimburse the expenses for the repair of medical aids damaged as a result of an accident (spectacles, prostheses replacing a body part, hearing aid, wheelchair) or the purchase or rental of medical aids prescribed by a doctor after an accident (e.g. crutches, wheelchairs, orthoses) if without these the Client is unable to return to the Home Country.

## **12. HOSPITAL DAY FEE**

**12.1.** The Insurer pays the Insurance Indemnity for each day spent in the hospital in the amount of EUR 20 (twenty euros). This indemnity is paid in addition to the Insurance indemnity, which is paid for medical expenses in accordance with the conditions of the risk "Medical expenses".

**12.2.** The Insurance Indemnity is paid if the Client's treatment in the hospital has lasted not less than 48 (forty-eight) hours and the reason for the treatment was a physical health disorder caused during the travel due to acute deterioration of health as a result of a sudden illness or accident, according to the risk "Medical expenses".

## **13. TRAVEL EXPENSES FOR 1 (ONE) FAMILY MEMBER**

**13.1.** The Insurer shall pay previously agreed travel expenses to 1 (one) family member or travel companion of the Insured, if as a result of a sudden illness or accident:

**13.1.1.** the Insured must stay in the hospital for more than 21 (twenty-one) calendar days, or

**13.1.2.** the attending physician has acknowledged that the presence of a family member or travel companion is required, or

**13.1.3.** according to the opinion of the foreign attending physician, the life of the Insured is endangered, due to which it is not possible to repatriate the Insured to the Home Country.

**13.2.** Expenses of the Insured's 1 (one) family member or travel companion for the purchase of an economy class transport ticket for the round travel to the hospitalized Insured shall be reimbursed, as well as hotel expenses are covered, but not more than EUR 50 (fifty euros) per day for a period up to 10 (ten) days. The total travel expenses of a family member or travel companion may not exceed the Insured Amount specified in the Insurance Cover for this Insured Risk.

**13.3.** The Insurer shall pay the above-mentioned expenses if the Insured's hospitalization has taken place informing the Insurer and/or Assistance Service and the case continues to be under the control of the Insurer and/or Assistance Service, as well as if the Insurer and/or the medical specialists of the Assistance Service agree with the attending physician that the presence of a family member would be desirable in order to improve the health condition of the Insured.

## **14. DELIVERY OF THE CHILD TO THE HOME COUNTRY**

**14.1.** If the Insured, who has travelled with another Insured – a minor child (under the age of 16 (sixteen)), cannot return from the travel within the scheduled time due to hospitalization, the Insurer shall pay the expenses related to returning the child to the Home Country. The said expenses are not reimbursed if the Insured's spouse, relative of the child or the Insured's travel companion was on the travel.

**14.2.** The Insurer shall pay the above-mentioned expenses if the delivery of the Insured's child to the child's Home Country has taken place by written agreement with the Insurer.

## **15. REPLACEMENT OF THE INSURED**

**15.1.** If during the business trip outside the Home Country the Insured needs to be urgently hospitalized and/or repatriated and if the Insured's employer needs to replace the Insured with another person, the Insurer pays the economy class round trip ticket to another person indicated in writing by the Insured by coordinating the expenses in advance so that the substitute person can continue to perform the professional duties of the Insured abroad.

**15.2.** The Insurer pays for the above-mentioned tickets only if the Insured's repatriation or hospitalization has taken place informing the Insurer and/or the Assistance Service and the case continues to be under the control of the Insurer and/or the Assistance Service.

**15.3.** In case of replacement of the Insured, his/her Insurance cover, except for the risk of replacement of the Insured, shall not be transferred to the substitute person.

## **16. SEARCH AND RESCUE EXPENSES**

**16.1.** The Insurer, not exceeding the Insured Amount specified in the Policy for the specific risk, shall indemnify the actual and documented expenses for the Insured's search and rescue, if the Insured is lost or missing during the travel and search and rescue work is performed by the respective foreign institution or specialized service, and if these expenses are not covered in accordance with the relevant foreign or international regulatory enactments.

## **17. ADDITIONAL EXPENSES FOR THE RISK BLOCK – MEDICAL EXPENSES AND HEALTH**

In addition to the general exceptions specified under Clause 49 of these Regulations, the following shall not be reimbursed:

**17.1.** medical, transportation and/or repatriation expenses for a sudden illness or physical injury, if the cause is:

**17.1.1.** directly or indirectly related to the immunodeficiency virus or any related disease, including AIDS;

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



**17.1.3.** sexually transmitted diseases and any other diseases related to the above causes.

**17.2.** expenses for medical services and related expenses for transportation and/or repatriation:

**17.2.1.** arising from the practice of winter sports outside special tracks specially arranged, specially treated and equipped for this purpose;

**17.2.2.** for the treatment of chronic or congenital diseases, except for the acute aggravation of a chronic disease (in accordance with Clause 2.5 of these Regulations);

**17.2.3.** for the treatment of an illness that has started before the start of the Insured's travel;

**17.2.4.** for diagnosis and preventive examinations;

**17.2.5.** for treatment that requires a stay in a hospital for more than 30 (thirty) days;

**17.2.6.** for plastic surgery and cosmetic treatment;

**17.2.7.** for examination and treatment in connection with pregnancy, abortion, childbirth and/or postnatal complications;

**17.2.8.** for procedures prescribed by a doctor related to rehabilitation (for example, physical therapy, medical gymnastics);

**17.2.9.** for the treatment of any nervous and mental illness, regardless of its classification, as well as for the treatment of mental depression, dementia, mental disorders and/or disorders of consciousness, regardless of the cause;

**17.2.10.** for cardiovascular, tissue and/or organ transplantation, for prosthetics;

**17.2.11.** for non-urgent surgeries, including knee joint operations (arthroscopy or other) in cases of meniscus injuries or knee joint ligament injuries;

**17.2.12.** for non-traditional medical methods specified in the regulatory enactments of the Republic of Latvia;

**17.2.13.** if the Insured's sudden illness, accident or any other risk of the Insured referred to in the Insurance Coverage has occurred under the influence of alcohol (establishing a causal link between alcohol intoxication and injuries);

**17.2.14.** for infectious diseases against which epidemiologists recommend preventive vaccination while staying in a certain geographical region, but this exception does not apply if the Insured has completed a full course of vaccination before the start of the travel;

**17.2.15.** if the Insured has used toxic and/or narcotic substances, as a result of which an acute, severe poisoning, sudden illness, accident or any other case of the Insured's risk has occurred;

**17.2.16.** incurred due to the Insured's suicide or attempted suicide;

**17.2.17.** when the Insured participates in the commission of a criminal offense;

**17.2.18.** if the Insured refuses to repatriate after receiving emergency medical care, although, in accordance with the opinion provided by the doctor, the health condition of the Insured allows to travel;

**17.2.19.** for unforeseen medical services, for death or mutilation, for transportation and/or repatriation, if the Insured has travelled for the purpose of participating in sports competitions, sports games or training session, if it is not stipulated in the Insurance Policy.

**17.3.** expenses for medical services in the Insured's Home Country, except in cases where the Insurance Policy specifies the risk "Medical Expenses in the Home Country", not exceeding the Insured Amount of risk "Medical Expenses in the Home Country".

## II • INSURANCE RISK BLOCK – ACCIDENTS

### 18. DISABILITY

**18.1.** If the Insured is physically injured in an accident during the travel and the consequences of the mutilation are a disability that has occurred within 1 (one) year from the accident causing the injury, the Insurer shall pay the Insurance Indemnity to the Insured, which is calculated by multiplying the Insured Amount by the percentage indicated in the table of calculation of the Insurance Indemnity for the respective permanent damage to health.

**18.2.** The Insurance Indemnity is not paid until the disability is recognized as a permanent and irreversible loss.

**18.3.** Before paying the Insurance Indemnity, the Insurer may request an additional medical examination of the injured Insured, whose disability is the basis for the payment of the Insurance Indemnity.

**18.4.** If the Insured is left-handed, the respective percentage for calculating the Insurance Indemnity for injuries of left and right limbs is changed accordingly.

**18.5.** Table for calculating the insurance indemnity:

Permanent damage to health (disability)	Insurance indemnity % of the Insured Amount	
	Right	Left
Loss of one hand	60	50
Loss of one palm and forearm	60	50
Loss of one leg above the knee	60	60
Loss of one leg up or under the knee	50	50
Loss of one foot	40	40
Loss of vision with one eye		50
Loss of vision in both eyes		100
Complete loss of speech		100
Complete deafness in both ears		100

### 19. DEATH IN AN ACCIDENT

**19.1.** If in the event of an accident the Insured suffers bodily injuries during the Insurance Period due to external factors beyond his/her control, the result of which is death not later than within 1 (one) year after the fatal accident, the Insured Amount is paid to the Beneficiary with the regulatory enactments of the Republic of Latvia).

**19.2.** If the Insured disappears in connection with the forced landing, running aground, sinking or accident of the vehicle in



which he/she was travelling, then the Insurance Indemnity is paid in accordance with the procedures specified in the regulatory enactments of the Republic of Latvia for such cases.

**19.3.** If the Insured has previously been paid the Insurance Indemnity for irreversible mutilation and the death of the Insured occurs as a result of the same accident, then the amount payable to the Beneficiary is reduced by the amount of mutilation already paid.

### III. INSURANCE RISK BLOCK – LUGGAGE

#### 20. LUGGAGE

**20.1.** For the purposes of these Insurance Regulations, luggage means all bags, suitcases and their contents taken by the Insured during the travel, taken together and regardless of the number of bags or suitcases.

**20.2.** Sports equipment insurance is valid for the Insured provided that the Insured has purchased one of the "Active recreation/sports" or "Winter recreation/sports" programs for the duration of the travel and the policy includes risks covering losses of sports equipment and the respective sport is included in the coverage of the Insurance Contract in accordance with the provisions of these regulations and the policy.

**20.3.** The Insured Amount for each luggage insurance risk refers to the total number of bags and/or suitcases taken by the Insured during the travel and their contents together as a whole. Individual bags or suitcases in the luggage are considered as 1 (one) piece of luggage, and the Insured Amount for 1 (one) bag or 1 (one) suitcase is calculated by dividing the Insured Amount by the total number of bags and/or suitcases.

**20.4.** For the purposes of these Regulations, strollers or other special strollers are considered to be a piece of luggage.

**20.5.** If the Insured travels by air, the insurance in respect of luggage is valid only if it is registered in the name of the Insured.

**20.6.** If a family or a group of persons whose members are insured, but the luggage is registered in the name of one Insured, then the Insurance Indemnity is paid only to this Insured as for 1 (one) luggage.

**20.7.** Reimbursement for each group of luggage items (for example, outerwear, footwear, underwear, souvenirs, strollers, suitcase, etc.) is limited to a limit of EUR 250 (two hundred and fifty euros), but for each item of luggage – a limit of EUR 150 (one hundred and fifty euros). These limits do not apply to sports equipment.

**20.8.** The amount of the Insurance Indemnity is determined as the difference between the proven losses of the Insured and the compensation paid by the airline. The compensation for damage to luggage (except for cases when there is a risk of "Theft of luggage during the travel" or "Delay of luggage") must first be claimed by the Insurer from the airline.

**20.9.** If the Insurer pays the Insurance indemnity for the purchase of a new item that replaces the damaged luggage item or sports equipment, the Insurer is entitled to the damaged item.

#### 21. LUGGAGE DELAY

**21.1.** When traveling outside the Home Country, if after the flight due to the fault of the air carrier, the Insured's luggage is delayed for at least 3 (three) hours from the moment of flight completion,

then the Insurer shall reimburse the Insured's expenses, if the following conditions are met:

**21.1.1.** basic hygiene products and clothing appropriate to the relevant climatic conditions are purchased;

**21.1.2.** purchases have been made to replace personal clothing and basic hygiene items left in the delayed luggage or luggage unit;

**21.1.3.** The Insured has applied to the airline for reimbursement of the expenses for the delayed luggage or item of luggage, but the airline has refused to reimburse the expenses of the Insured or has reimbursed them only partially.

**21.2.** The amount of the indemnity paid for the delay of the luggage shall be deducted from the Insurance indemnity payable if all the luggage, a separate luggage bag or a separate suitcase is considered lost in accordance with Clause 22 of this Chapter.

**21.3.** In case of delay of the Luggage, the expenses of the Insured shall not be paid:

**21.3.1.** for the purchase of food;

**21.3.2.** for the purchase of beverages or tobacco;

**21.3.3.** for the purchase of decorative cosmetics and perfumes (face, eye, eyebrow and/or lip cosmetics for day or evening make-up);

**21.3.4.** for the use of any means of transport to receive delayed luggage or a piece of luggage at the airport;

**21.3.5.** if the luggage is delayed when the Insured returns to the Home Country.

#### 22. LUGGAGE DAMAGE, LOSS

**22.1.** The Insurer shall indemnify the Insured for the losses incurred by the Insured abroad or upon return to the Home Country due to damage and/or loss of luggage during transportation due to the fault of the carrier, which is confirmed in writing by a document issued by the carrier. The Insured shall submit to the Insurer a document issued by the carrier confirming the fact of loss or damage of the luggage and indicating the amount of compensation paid or refusal to pay it.

**22.2.** The Insured is reimbursed for the documented repair or cleaning expenses of the damaged luggage handed over for transportation (limit – EUR 70 (seventy euros) per one Insured Event) or, if the damaged luggage cannot be repaired, indemnifies the actual value of the luggage, but only when the fact of damage to luggage has been acknowledged by the responsible carrier and a statement has been issued regarding this fact, in which the fact of damage to luggage has been confirmed and the amount of compensation paid or refusal to pay compensation has been indicated.

**22.3.** In case of lost luggage, the Insurer indemnifies the Insured for losses related to replacement of lost property or pays the Insurance indemnity at the actual value of the luggage, not exceeding the limits of each item and each item group and the Insured Amount for the risk "Baggage damage, loss".

**22.4.** The Insurer determines the actual value of damaged or lost luggage according to the market price level at the time of damage or loss of luggage, applying a decrease in the value of luggage of 15 (fifteen) % for each year from the moment of purchase, but not exceeding 60 (sixty) % depreciation.

**22.5.** When paying the Insurance indemnity for damage to or loss of luggage, the Insurance indemnity previously paid in accordance with this Contract for luggage delay and the compensation paid by the carrier, if any, shall be deducted from the indemnity to be paid.



**22.6.** The maximum amount of the Insurance Indemnity may not exceed the Insured Amount specified in the Insurance Policy for the risk "Luggage damage, loss".

**22.7.** If the damaged luggage cannot be repaired, then when paying the Insurance indemnity, the Insurer has the right to the damaged luggage.

**22.8.** If the carrier does not provide an opinion on the loss of luggage within 45 (forty-five) days from the moment of luggage delay, the Insurer shall pay the Insurance indemnity in accordance with the provisions of these Regulations regarding loss of luggage during transportation, but not exceeding the maximum Insured Amount for risk "Baggage damage, loss".

### **23. THEFT OF LUGGAGE DURING THE TRAVEL**

**23.1.** If all the luggage or separate luggage items are stolen or robbed from the Insured during the travel, except for air transportation time, the Insurer shall cover the Insured's reasonable expenses for purchases abroad to replace the stolen luggage items.

**23.2.** In case of theft of certain luggage items, the Insured is covered by the actual expenses for the purchase of replacement items, but not more than 30 (thirty) % of the total Insured Amount in the Insurance Policy for the luggage theft risk for each newly purchased luggage item.

**23.3.** The Insurer shall pay the Insurance Indemnity only if the theft/robbery of the luggage has been registered with the police of the respective foreign country within 24 (twenty four) hours from the moment of the theft/robbery, which is confirmed by a statement issued by the police.

**23.4.** The maximum Insurance indemnity for the purchase of all replacement items together may not exceed the Insured Amount mentioned in the Insurance Cover for the risk "Theft of luggage during the travel".

**23.5.** Upon agreement with the Insurer, the Insured may be reimbursed for the purchase of equivalent items of stolen luggage in the Home Country, the total indemnity for the Insured Event not exceeding 50 (fifty) % of the risk limit "Theft of luggage during the travel", complying with Clause 23.2.

### **24. DELAY, LOSS, DAMAGE OR THEFT OF SPORTS EQUIPMENT**

**24.1.** If after the flight the Insured's sports equipment is delayed for more than 3 (three) hours, the Insurer pays the Insured's expenses for renting sports equipment with a limit of EUR 30 (thirty euros) per day, provided that the equipment rental expenses are reimbursed only up to and including the day when the Insured receives his/her delayed equipment after the flight.

**24.2.** If sports equipment registered in the Insured's name for transportation as luggage and held by the carrier is lost, the Insured shall be paid the Insurance indemnity for the loss of sports equipment after the loss of the equipment has been acknowledged by the respective carrier and a statement confirming this fact has been issued acknowledging the loss of equipment.

**24.3.** The Insurer pays the Insured's expenses for renting sports equipment with a limit of EUR 30 (thirty euros) per day while the lost sports equipment is in search (during the policy period). If the searched sports equipment is determined to be lost, the Insurer shall pay the Insurance Indemnity to the Insured, taking into account the actual value of the lost equipment, but not exceeding the Insured Amount for sports equipment loss risk, minus

expenses for equipment rented abroad and compensation paid by the carrier, if that has been the case.

**24.4.** If during the transportation the Insured suffers damaged one or more sports equipment items (or their parts), which were registered for transportation in the Insured's name as luggage and were in the possession of the carrier, the Insurer shall pay the verifiable repair expenses of the damaged sports equipment.

**24.5.** In case the damaged sports equipment cannot be repaired due to its irreversible damage and/or due to damage the sports equipment is no longer valid for further complete use for its intended purpose, the Insurer pays the Insured either for the rental of sports equipment with a limit of EUR 30 (thirty euros) per day, or for the purchase of new, equivalent equipment, observing the Insured Amount specified in the respective Insurance Cover. The Insured cannot simultaneously receive the Insurance indemnity both for the rental of equipment and for the purchase of new equipment.

**24.6.** The insurance indemnity for the delay of the sports equipment is not paid if the equipment is delayed when the Insured returns to the Home Country.

### **25. SPORTS EQUIPMENT INSURANCE, EXCEPT FOR THE TIME OF FLIGHT**

**25.1.** Sports equipment during the travel, except for the time when the equipment was in the possession of the airline, is insured for the following cases:

**25.1.1.** damage to sports equipment caused by the Insured suffering an accident;

**25.1.2.** damage or loss of sports equipment due to:

**25.1.2.1.** exposure to fire or natural disasters;

**25.1.2.2.** an accident of the vehicle with which the sports equipment is transported.

**25.1.3.** theft of sports equipment during the travel.

**25.2.** In case of damage or theft of sports equipment, the Insurer shall pay the Insured one of the following expenses:

**25.2.1.** Expenses of the Insured for sports equipment rented abroad with a limit of EUR 30 (thirty euros) per day, or

**25.2.2.** Expenses of the Insured for the purchase of new, equivalent sports equipment abroad.

**25.3.** The Insurer shall pay the Insurance Indemnity for the sports equipment of the victims of the accident only if the medical expenses related to the accident are reimbursed as a result of the accident.

**25.4.** The Insurer shall pay the Insurance Indemnity only if the theft of sports equipment has been registered with the police of the respective foreign country within 24 (twenty four) hours after the theft, which is confirmed by a statement issued by the police attesting the fact of theft.

**25.5.** The Insured cannot receive the Insurance Indemnity for both the rental of inventory and the purchase of new inventory at the same time.

**25.6.** Upon agreement with the Insurer, the Insured may be reimbursed for the purchase of equivalent sports equipment after the Insured's return to the Home Country, but not more than 50 (fifty) % of the Insured Amount specified in the Insurance Policy for sports equipment insurance risk.



## **26. DRY CLEANING OF CLOTHES AFTER AN ACCIDENT**

**26.1.** If the Insured suffers a bodily injury in the event of an accident, the Insurer shall reimburse the Insured for the costs of dry cleaning, repairing or purchasing new clothing worn and damaged at the time of the accident, if the previous clothing has been irretrievably damaged in the accident or medical institution.

**26.2.** The insurance indemnity is paid on the basis of a doctor's certificate of the accident and the submitted invoice/check, provided that the dry cleaning of the clothing is indicated as an additional risk in the relevant Insurance policy.

## **27. ADDITIONAL EXCEPTIONS TO RISK BLOCK "LUGGAGE"**

In addition to the general exceptions specified under Clause 49 of these Regulations, the following losses shall not be indemnified:

**27.1.** for baggage risk(s) not specified in the specific Insurance Policy;

**27.2.** for scratched or torn objects of glass or other fragile material;

**27.3.** for damaged luggage of the Insured or damage to certain items in the luggage caused by leakage of liquid in the luggage;

**27.4.** if the suitcase (suitcase, bag) has been scratched or cosmetic damage has been caused to it, but the damaged item of luggage is nevertheless valid for full-fledged further use for the purpose intended;

**27.5.** for loss or damage caused by employees of customs or other official institutions, detention, inspection, confiscation or destruction of luggage, bags, suitcases, personal belongings or sports equipment in accordance with the regulatory enactments in force of the relevant foreign country;

**27.6.** if the airline has not been notified within 24 (twenty-four) hours after the finding of delay, loss of or damage to the baggage;

**27.7.** if the luggage has been left unattended during the travel in a visible and/or freely accessible place or in an unlocked vehicle;

**27.8.** for the loss of money, coins or banknotes, payment cards, checks, travel tickets, securities of all kinds, coupons, manuscripts and/or presentation materials;

**27.9.** for jewellery, watches, precious metals, furs, antiques and rare objects or works of art;

**27.10.** for computer hardware, video, audio, photo, mobile phone and/or other communication equipment and communication equipment accessories;

**27.11.** for vehicles and/or their accessories (accessories, spare parts);

**27.12.** for loss of or damage to musical instruments;

**27.13.** for optical products, spectacles, contact lenses, sunglasses, hearing aids, prostheses, dental prostheses and medicines;

**27.14.** for the loss of luggage that occurred in unclear circumstances and/or in the territory of the airport before the departure of the Insured on the intended flight;

**27.15.** for the disappearance of certain items of luggage from the luggage of the Insured, which was handed over to the carrier during the flight;

**27.16.** if the damage to the sports equipment is insignificant and the said sports equipment is valid for full-fledged further use for the purpose intended for that purpose;

**27.17.** if the sports equipment, except for the time of transportation, has not been damaged in an accident;

**27.18.** if within 24 (twenty-four) hours after the establishment of the theft of sports equipment, except for the time of transportation, the respective foreign police service has not been reported;

**27.19.** if the Insured cannot document the respective Insured Event of luggage and/or sports equipment;

**27.20.** if the damage to the luggage has occurred due to wear or gradual depreciation of the property;

**27.21.** caused to the Luggage by the Client himself, regardless of the reason;

**27.22.** caused by moths, insects or other pests;

**27.23.** resulting from cleaning, painting, repairing or refurbishing;

**27.24.** for the theft of luggage from ski boxes, luggage boxes and bicycle racks intended for the carriage of luggage by road during the 24-hour period from 9.00 p.m. to 8.00 a.m. according to local time.

## **IV. INSURANCE RISK BLOCK – TRAVEL PROCESS**

### **28. LATE ARRIVAL AT DEPARTURE POINT (TRAVEL DELAY)**

**28.1.** For the purposes of these Insurance Regulations, late arrival at the place of departure (airport) shall mean the case when the Insured arrives at a foreign airport late (at the time when check-in for the respective flight has already been terminated) due to the following reasons:

**28.1.1.** the vehicle with which the Insured travelled to the airport has been involved in a road traffic accident on the way;

**28.1.2.** delay or non-running of a regularly running vehicle (except a taxi) which is used to get to the place of departure due to technical damage;

**28.1.3.** traffic jam caused by weather conditions, restrictions on traffic or an officially announced ban (avalanche, snowfall, landslides, floods, storms, etc.);

**28.1.4.** the delay was due to a criminal attack.

**28.2.** The Insurer shall pay the Insured's reasonable additional expenses incurred to enable the Insured to arrive at the airport on time or to continue the journey after late arrival at the airport, including expenses for re-registration of a public transport ticket or purchase of a new economy class ticket, and/or hotel expenses, if it is necessary to stay at least 4 (four) hours at night or 12 (twelve) hours at another time of day during the travel. For the purposes of these Regulations, night time is the time of day from 10.00 p.m. to 6.00 a.m. according to local time.

### **28.3. The expenses of the Insured are not paid:**

**28.3.1.** due to late arrival at the airport, if arrival at the place of departure has been delayed by official state authorities;

**28.3.2.** due to late arrival on a transit flight.

### **29. CONTINUATION OF THE JOURNEY**

**29.1.** If the Insured has incurred the risk "Medical expenses" during the Travel and the Insured is hospitalized, then if the Insured is able to continue the planned Travel after discharge from the hospital, confirmed by the doctor's report, the Insurer reimburses the Insured economy class public transport ticket until the next



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intermediate stop of the Travel or final destination of the Travel as can be provided with documents.

**29.2.** The Insurer shall not pay the Insurance Indemnity if the losses of the Insured have been covered by the Tour Operator, the Travel Service Provider, the Carrier or another Third Party.

### **30. FLIGHT DELAYS (FLIGHT DELAY OR TEMPORARY CANCELLATION)**

**30.1.** The risk of flight delay applies to each flight of the Insured separately.

**30.2.** If the Insured's flight is delayed or is temporarily cancelled for 4 (four) or more hours, the Insurer shall cover the Insured's expenses at the place of flight delay, if these expenses are not covered by the airline:

**30.2.1.** for meals (limit – EUR 30 (thirty euros) per day), hotel (limit – EUR 70 (seventy euros) per day) and/or transport from the airport to the hotel and back (limit – EUR 30 (thirty euros)), if these expenses incurred due to flight delay or temporary cancellation, not exceeding the Insured Amount specified in the Insurance Coverage in case of flight delay or temporary cancellation, in the period from the official departure time in the flight schedule to the actual departure with the next possible flight;

**30.2.2.** for the purchase of another, new, flight or other type of travel ticket in the amount of 50 (fifty) % of the purchased ticket price, which the Insured has purchased to continue the travel with another flight or other vehicle instead of the flight that is delayed or temporarily cancelled.

**30.3.** Travel insurance flight delays apply to all scheduled flights operated by registered airlines whose schedules are published, as well as to charter flights.

#### **30.4. The Insurer shall not pay expenses for the risk of flight delay or temporary cancellation:**

**30.4.1.** if the flight is delayed for a time of less than 4 (four) hours;

**30.4.2.** if the Insured has not checked in for the specific flight;

**30.4.3.** for the purchase of alcoholic beverages;

**30.4.4.** if the expenses have been covered by the Tour Operator or another Third Party;

**30.4.5.** reimbursed by the airline concerned in accordance with the Montreal Convention (28.05.1999) and Regulation No. 261/2004 on compensation payments or flight rescheduling for passengers due to flight cancellation or delay;

**30.4.6.** if the Insured is unable to submit to the Insurer documents confirming the flight delay or temporary cancellation.

### **31. MISSED TRANSIT**

**31.1.** If the Insured's travel consists of several connecting transit trips, the first of which is a flight and it is delayed or temporarily cancelled due to technical reasons or bad weather conditions (regardless of the time of delay), due to which the Insured misses his/her next travel upon arrival at the transit point, the Insurer shall pay the expenses incurred by the Insured for:

**31.1.1.** rescheduling the ticket or purchasing a new ticket to continue the intended journey with the same vehicle or with an alternative vehicle;

**31.1.2.** hotel expenses at the transit point (limit – EUR 70 (seventy euros) per day), but not more than for 3 (three) days during the travel, if due to technical reasons it is not possible to continue the travel immediately;

**31.2.** The total Insurance Indemnity may not exceed the Insured Amount specified in the Insurance Policy in case of late transit.

**31.3.** The transit point of the travel may be a foreign port, airport, train or bus station, ferry terminal, where the Insured intends to transfer to another vehicle in order to continue the started travel.

#### **31.4. The Insurer shall not cover the expenses of the Insured if:**

**31.4.1.** the transit period (the period between the scheduled time of arrival at the transit point and the time of departure of the next vehicle) is 2 (two) hours or less or it is less than the minimum connection time at international airports if the previous flight arrives and the next flight departs from the same airport;

**31.4.2.** the transit period (the period between the scheduled time of arrival at the transit point and the time of departure of the next vehicle) is 10 (ten) hours or less or it is less than the minimum connection time at international airports if the previous flight arrives and the next flight departs from different airports;

**31.4.3.** at the transit point, the Insured is denied a seat on the aircraft due to lack of free seats;

**31.4.4.** transit is delayed due to delay in arrival at the transit point by official authorities;

**31.4.5.** the expenses have been covered by another person or airline;

**31.4.6.** late arrival at the place of departure has occurred due to deficiencies in the organization of traffic made by the traffic company or tour operator, due to a computer program error or negligence committed by the employee responsible for organizing and planning the Insured's travel.

### **32. TRAVEL INTERRUPTION**

**32.1.** A travel interruption is a case when the Insured is forced to interrupt the started travel in order to return to the country of start of the travel prematurely, if the travel has to be interrupted due to the following events that have occurred during the Insured travel:

**32.1.1.** Sudden, unforeseen and serious illness of the first-degree relative of the Insured, which endangers the life of the relative, or death of the first-degree relative;

**32.1.2.** Loss of the Insured's property or serious material damage to his/her real estate, if such loss has occurred due to a criminal offense, fire or natural damage, as well as due to investigation or the Insured's presence in his/her Home Country required by the relevant circumstances;

**32.1.3.** a road traffic accident has occurred in which the vehicle with which the Insured went on the travel was damaged and due to technical damage to the vehicle it is not possible to continue the started travel, as a result of which the Insured must return to the Home Country;

**32.1.4.** criminal attack on the car with which the Insured went on the travel, theft or robbery of the vehicle;

**32.1.5.** sudden natural disaster abroad previously unreported by media affecting the territory which needs to be crossed on the way to the country of destination, or at the destination of the travel itself.

**32.2.** In case of travel interruption, the Insurer pays the Insured's additional expenses for re-registration of the ticket or purchase of a new ticket in economy class. If re-registration is not possible or the Insured has travelled by car, the Insurer shall reimburse the



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expenses for renting the car so that the Insured can return to the country from which the travel was started.

**32.3. Travel interruption expenses are not paid in the following cases:**

**32.3.1.** if the occurrence of the accident was foreseeable and/or known before the start of the travel;

**32.3.2.** if the additional expenses have been covered by another person.

**33. TRAVEL CANCELLATION**

**33.1.** Expenses of the Insured (expenses of air tickets, public transport and booked accommodation abroad) for cancellation of his/her planned and paid travel are paid, if the Insured's travel is cancelled while he/she is in the Home Country and does not start the travel, due to:

**33.1.1.** Unforeseen acute illness of the Insured or sudden exacerbation of a chronic illness, due to which urgent medical assistance and/or treatment in a 24-hour hospital was necessary followed by a statement of a specialist doctor that the Insured is not allowed to travel due to health condition;

**33.1.2.** death of the Insured;

**33.1.3.** an accident in which the Insured has suffered serious physical injuries;

**33.1.4.** sudden, severe, life-threatening, critical illness, accident or death of a first-degree relative of the Insured;

**33.1.5.** sudden, unforeseeable and acute illness of the Insured's only travel companion, with whom the Insured had planned to go on a travel, a travel package for two persons has been purchased, tickets have been paid for and a hotel has been reserved;

**33.1.6.** causing property damage or serious material damage to the Insured's real estate or company owned by the Insured, if such damage has occurred due to a criminal offense, fire or natural damage, as a result of which the Insured cannot go on the intended travel due to the initiated investigation;

**33.1.7.** Car owned by the Insured, with which it is planned to perform the entire travel route, suffers the following:

**33.1.7.1.** theft not more than 30 (thirty) days before the start of the travel, or

**33.1.7.2.** damage in a road traffic accident that affects the safety of movement, not more than 14 (fourteen) days before the start of the travel, if the Insured is recognized as a victim in the said traffic accident.

**33.2.** The fact of cancellation of the travel must be notified to the Insurer as soon as practicable, but not later than by the start date of the intended travel period, the Insured being in the territory of the Home Country and not starting the travel.

**33.3.** In case of travel cancellation, the Insured is reimbursed only those paid travel expenses that the Insured cannot recover from the tour operator, travel service providers and the passenger carrier in accordance with the terms of the contract concluded between the Insured and the service providers.

**33.4.** In case of travel cancellation, the Insured must first claim compensation from the tour operator, travel service provider and/or passenger carrier. The Insurer shall pay to the Insured the difference between the previously paid travel expenses, which the Insured may substantiate with written documents, and the recovered compensation amount.

**33.5.** If a family or several persons, including the Insured, whose travel insurance cover covers the risk of travel cancellation and who pays the total expenses of the whole family or group of travellers for the travel or travel package confirmed by one joint invoice/check, if an Insured Event occurs for one or more persons in accordance with the travel cancellation risk conditions referred to in these Insurance Regulations, the amount of the Insurance Indemnity for each person is calculated by dividing the total amount paid for the travel in proportion to the number of travellers.

**33.6. The Insurer shall not cover the travel cancellation expenses:**

**33.6.1.** which have already been fully or partially reimbursed to the Insured by the relevant service provider;

**33.6.2.** if the Insured or the Insured's authorized representative has informed the Insurer about the travel cancellation and related circumstances after the scheduled but cancelled travel start date (i.e., the first day of the travel is the last day when it is possible to apply for the travel cancellation risk);

**33.6.3.** the occurrence of the travel cancellation risk was previously foreseeable or was known before the conclusion of the Insurance Contract;

**33.6.4.** The insurance premium is paid 5 (five days (120 hours)) or less days before the date of the cancellation of the travel. This restriction does not apply if the Insurance Contract has been concluded simultaneously with the purchase of the travel ticket and its payment in full has been made at a travel agency or with a tour operator;

**33.6.5.** the insurance premium is paid after one of the reasons for cancellation of the travel referred to in Clause 33.1 of this Chapter has already occurred;

**33.6.6.** the travel has been paid for by the Insured by another person who does not demand a refund of the invested funds;

**33.6.7.** The Insurer shall not cover the travel cancellation expenses if, upon the occurrence of any of the conditions referred to in sub-clauses of Clause 33.1 of the Travel Cancellation Risk, any of the General Exceptions stipulated in the Regulations has also occurred.

**34. TRAVEL CANCELLATION FOR PERSONAL REASONS**

**34.1.** The Insured's expenses (airfare, public transport and booked accommodation abroad) for cancellation of his/her planned and paid travel are reimbursed, that is, if the Insured's travel is cancelled while he/she is in the Home Country without starting the travel due to such personal reasons as:

**34.1.1.** Cancellation of a planned/paid event/concert at the destination;

**34.1.2.** The Insured has lost his/her job due to the reduction of the number of employees in the company or the company where the Insured works has ceased to exist.

**34.2.** The fact of cancellation of the travel must be notified to the Insurer as soon as practicable, but not later than 72 (seventy-two) hours before the scheduled start date of the travel period, when the Insured is in the territory of the Home Country and does not start the travel.

**34.3.** In case of travel cancellation, the Insured is reimbursed only those paid travel expenses that the Insured cannot recover from the tour operator, travel service providers and the passenger



carrier in accordance with the terms of the contract concluded between the Insured and the service providers.

**34.4.** In case of travel cancellation, the Insured must first claim compensation from the tour operator, travel service provider and/or passenger carrier. The Insurer shall pay to the Insured the difference between the previously paid travel expenses, which the Insured may substantiate with written documents, and the recovered compensation amount.

**34.5.** If a family or several persons, including the Insured, whose travel insurance cover covers the risk of travel cancellation and who pays the total expenses of the whole family or group of travellers for the travel or travel package approved by one joint invoice/check, if an Insured Event occurs for one or more persons in accordance with the travel cancellation risk conditions referred to in these Insurance Regulations, the amount of the Insurance Indemnity for each person is calculated by dividing the total amount paid for the travel in proportion to the number of travellers.

**34.6. The Insurer shall not cover the travel cancellation expenses:**

**34.6.1.** which have already been fully or partially reimbursed to the Insured by the relevant service provider;

**34.6.2.** if the Insured or the Insured's authorized representative has informed the Insurer about the travel cancellation and related circumstances less than 72 (seventy-two) hours before the scheduled start date of the travel period;

**34.6.3.** the occurrence of the travel cancellation risk was previously foreseeable or was known before the conclusion of the Insurance Contract;

**34.6.4.** The insurance premium is paid 5 (five days (120 hours)) or less days before the date of the cancellation of the travel. This restriction does not apply if the Insurance Contract has been concluded simultaneously with the purchase of the travel ticket and its payment in full has been made at a travel agency or with a tour operator;

**34.6.5.** the insurance premium is paid after one of the reasons for cancellation of the travel referred to in Clause 34.1 of this Chapter has already occurred;

**34.6.6.** the travel has been paid for the Insured by another person who does not demand a refund of the invested funds;

**34.6.7.** The Insurer shall not cover the travel cancellation expenses if, upon the occurrence of any of the conditions referred to in sub-clauses of Clause 34.1 of the Travel Cancellation Risk, any of the General Exceptions stipulated in the Regulations has also occurred.

## **35. ALTERNATIVE TRANSPORT COSTS DUE TO NATURAL DISASTERS**

**35.1.** The Insurer shall reimburse the Insured for one of the following unplanned transport expenses, if the Insured, who had purchased a ticket for a specific flight before the travel, arriving at the airport of departure or transit point, learns about the flight cancellation due to a natural disaster indefinitely:

**35.1.1.** for the rescheduling of the purchased air travel ticket into another time or flight;

**35.1.2.** for the purchase of a new air travel ticket in economy class;

**35.1.3.** for the purchase of a ticket for a travel with any other alternative vehicle;

**35.1.4.** the difference between the purchase of a new/alternative transport ticket and the compensation paid by the airline concerned, if the compensation is only partially covered.

**35.2. Unplanned alternative transport expenses shall not be paid if:**

**35.2.1.** they have been reimbursed in full by the airline concerned or by another Third Party;

**35.2.2.** the Insured cannot present a certificate from the airline confirming the fact of flight cancellation;

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

**35.2.4.** The Insured has not contacted the airline and has not claimed compensation from it.

## **36. DENIAL OF SEAT ON AN AIRCRAFT**

**36.1.** If the Insured's travel consists of several connecting flights and the Insured suffers losses due to lack of seats on a scheduled flight organized by a licensed airline, and for this reason the Insured is unable to catch the next flight scheduled in the overflight chain, the Insurer shall reimburse:

**36.1.1.** rescheduling of air travel tickets, or

**36.1.2.** the purchase of a new economy class air ticket, if it is not possible to reschedule the air travel ticket.

**36.2. The Insurer shall not pay the expenses for the refusal of a seat on the aircraft:**

**36.2.1.** if the Insured has not checked in for the specific flight;

**36.2.2.** if the losses of the Insured have been covered by the airline.

## **37. EXPENDITURE DUE TO NON-ISSUANCE OF A VISA**

**37.1.** If the Insured is refused a visa (or the issued visa is revoked with a notification from the embassy) to enter the destination or transit country of the planned travel and therefore the Insured has incurred losses due to cancellation of the planned travel before the travel, the Insurer reimburses transport and accommodation expenses paid by the Insured by agreement between the Insured and the tour operator.

**37.2.** The Insurer shall not reimburse the expenses for non-issuance of a visa in the event that when submitting the documents for obtaining a visa, the requirements regarding the minimum submission deadline, submission of the required documents and their compliance have not been complied with.

## **38. MISSED HOTEL STAY DAYS**

**38.1.** Upon occurrence of any of the following risks specified in the Insurance Contract, in accordance with these provisions:

**38.1.1.** Alternative transport costs due to natural disasters;

**38.1.2.** Delayed transit;

**38.1.3.** Flight delays;

**38.1.4.** Denial of seat on an aircraft;

the Insured's expenses for the hotel at the destination of the travel and/or at an intermediate stage, which were booked and paid for before the start of the travel or for which advance payment was mandatory, in accordance with the hotel reservation conditions, shall be reimbursed. Expenses are reimbursed if the Insured was not physically able to spend the days booked at the hotel. The Insurer pays the expenses for as many days as the Insured could not stay in the paid hotel.



## **39. LOSS OR THEFT OF A PASSPORT OR IDENTITY CARD**

**39.1.** For the purposes of these Insurance Regulations, the following shall be considered as documents to be taken on a travel:

- 39.1.1.** passport;
- 39.1.2.** personal identification card;
- 39.1.3.** driver's license;
- 39.1.4.** payment card;
- 39.1.5.** gas station map.

**39.2.** In the event of loss or theft of documents, the relevant foreign police must be informed immediately, confirming the fact of loss or theft of documents by issuing a statement of the incident.

**39.3.** The Insurer pays the Insured's expenses:

**39.3.1.** for the receipt of a document certifying the identity of a person;

**39.3.2.** for the production of a driving license in the Home Country;

**39.3.3.** for the production of a payment card in the Home Country;

**39.3.4.** for the production of a gas station card in the Home Country;

**39.3.5.** travel expenses to/from the relevant authorities responsible for issuing the document;

**39.3.6.** a fee for a hotel if it is not possible to travel from abroad to the Home Country without a replacement document;

**39.3.7.** an economy class transport ticket for the return journey, if the Insured is unable to return from the travel to the Home Country within the prescribed time due to loss or theft of documents.

**39.4. Expenses in case of loss or theft of personal documents are not paid, if the Insured has not reported the case:**

**39.5.** to the local foreign police within 24 (twenty-four) hours after the loss or theft of documents;

**39.6.** has not immediately informed the issuing authority of the relevant document.

## **40. MONEY THEFT**

**40.1.** The Insurer indemnifies the losses incurred by the Insured due to the theft or robbery of the Insured's cash from the strongbox in the Insured's hotel room or from the hotel administration strongbox, if signs of burglary are visible.

**40.2.** In the event of a money theft, the relevant foreign police must be informed immediately, who will confirm the fact of the cash theft by issuing a statement of the incident.

**40.3.** Losses for cash theft are not indemnified if the Insured has not reported the incident to the local foreign police or the local foreign police certificate does not indicate that signs of burglary have been visible at the place of the theft.

## **41. SKI PASSPORT INSURANCE**

**41.1.** The Insurer indemnifies for losses on the purchase of a ski pass with a limit of EUR 40 (forty euros) per day, not exceeding the total amount of the risk "Ski passport insurance", if the Insured is unable to continue winter sports during the travel due to sudden illness (incl. injury) due to which the Insured is provided with emergency medical assistance.

## **42. INSURANCE OF CLOSED SKI SLOPES**

**42.1.** The Insurer indemnifies losses in the amount of EUR 40 (forty euros) for each day when skiing or snowboarding was not possible due to closed ski slopes, not exceeding the Insured Amount specified in the Insurance Policy for this risk, if all ski slopes are on arrival at the destination closed due to sudden and unforeseen weather conditions (thaw, snow avalanche, storm).

**42.2.** The above risk is valid only for the period from 1 December of each calendar year to 15 March of the following year.

## **43. SENDING PERSONAL BELONGINGS**

**43.1.** The Insurer, not exceeding the Insured Amount specified in the Insurance Policy for the specific risk, shall indemnify the actual, documented expenses if personal belongings necessary for the Insured are damaged, lost or stolen during the travel, without which the Insured is unable to function socially or on which the health condition of the Insured depends, if these personal belongings have been damaged, lost or stolen during transportation (sending) to the destination of the travel.

**43.2.** For the purposes of Clause 43.1 of these Regulations, the Insured's personal belongings are: glasses, contact lenses, hearing aids, blood glucose measuring apparatus, blood pressure measuring apparatus, wheelchairs, prostheses replacing body limbs, prescription medicines and medicines registered in the Insured's Home Country or Latvian Medicines Register.

## **44. PET CARE**

**44.1.** If the Insured has gone on the travel alone, but has taken a pet with him/her, and the Insured is hospitalized during the travel, the Insurer shall cover the expenses for the pet's stay in an animal hotel or animal shelter Abroad, not exceeding EUR 25 (twenty five euros) per day, or transportation to the Home Country.

**44.2.** If the Insured is unable to return to the Home Country from the travel due to hospitalization and a pet has remained in the Home Country without constant supervision, the Insurer shall cover the expenses of the pet's stay in the Animal Hotel or Animal Shelter in the Home Country from the last day of the planned travel until the Insured's arrival in the Home Country, not exceeding EUR 15 (fifteen euros) per day.

## **45. CHANGE DRIVER**

**45.1.** In case the Insured has travelled by car and if the Insured is hospitalized during the travel, after the hospitalization it is no longer possible to continue driving the said vehicle, which is confirmed by the attending physician, the Insurer shall cover the expenses for the services of a change driver who drives the vehicle back to the Insured's Home Country or for the transportation of the vehicle to the Insured's Home Country.

**45.2.** The Insurer shall not cover the expenses referred to in Clause 45.1 of these Regulations:

**45.2.1.** if at least one of the persons traveling with the Insured has a driving license that allows driving a vehicle of the relevant category;

**45.2.2.** costs not directly attributable to the service, such as, but not limited to, fuel, tolls, road and ferry charges, and/or vehicle insurance.



## **V. INSURED RISK BLOCK – LIABILITY**

### **46. PERSONAL CIVIL LIABILITY**

**46.1.** This insurance section insures the Insured's civil liability – which is the risk to Insured to cause damage through negligence to the Third Party's health, life, physical condition, or damage to the Third Party's property, thereby causing losses to the Third Party for which the Insured is civilly liable in accordance with applicable law. According to this Chapter, the Insurer shall indemnify the Third Party for losses caused by the Insured not exceeding the liability limit specified in the Insurance Contract, as well as provided that the losses to the Third Party have occurred during the insurance period, and the Third Party's claim for compensation for these losses has been submitted in writing to the Insured or the Insurer during the insurance period or within 30 (thirty) days after the end of the insurance period.

**46.2.** The insurance protection also covers provable and pre-agreed legal services and court expenses incurred by the Insured in connection with a claim brought by a Third Party.

**46.3.** Losses and expenses incurred as a result of one Insured Event, regardless of the number of injured persons, are considered as one Insured Event.

**46.4.** If the Insured has insured his/her civil liability with several insurers, the Insurer shall pay the Insurance Indemnity in proportion to the Insured Risk Liability Limit for the Insured's civil liability specified in the Insurance Contract.

**46.5.** If several persons are liable for one Insured Event, only the part of the loss that relates to the Insured's liability shall be indemnified in accordance with this Insurance Contract. If the amount of the Insured's liability cannot be precisely determined, the Insurer will indemnify the part of the loss that relates to the Insured, dividing the total amount of the loss proportionally to the number of responsible persons.

**46.6.** Without the written consent of the Insurer, the Policyholder or the Insured or a person authorized by them shall not have the right to make a confession, offer or promise to make an indemnity payment or to acknowledge the fact of civil liability. The fact that the Policyholder or the Insured pays the amount requested by the Third Party without written agreement with the Insurer does not oblige the Insurer to compensate the amount paid.

**46.7.** The Insurer has the right, but not the obligation, to take over and settle on behalf of the Policyholder or the Insured any claim related to a valid Insurance Contract, at any stage or instance thereof, to take over and manage the defence or satisfaction of the claim.

**46.8.** If a claim or legal action is brought against the Policyholder or the Insured, all documents received – any claim, application, complaint, request, summons or invitation to appear in court, participate in court proceedings, etc. – must be submitted by the Policyholder and/or the Insured to the Insurer immediately upon receipt. A copy of the document for information must be sent to e-mail: [atlidzibas@compensa.lv](mailto:atlidzibas@compensa.lv).

**46.9.** In addition to the exceptions referred to in Clause 49 of these Regulations, the Insurance Indemnity shall not be paid in the following cases:

#### **46.9.1. Financial losses:**

**46.9.1.1.** for financial losses that do not directly result from damage to health, life, physical condition or material losses that are covered in accordance with this Insurance Contract;

**46.9.1.2.** for loss of expected profit, downtime costs, fines, contractual penalties for non-performance or improper performance (contractual penalties, penalties, interest) or other similar sanctions.

**46.9.2.** for losses caused by the Insured under the influence of alcohol in excess of the degree permitted in the respective country, under the influence of narcotic or other toxic/psychotropic substances.

**46.9.3.** for loss or damage caused by the use of a vehicle, other motor-equipped device or mechanically powered vehicle, any air traffic (including drone), railway traffic or water vehicle, regardless of whether the Insured is their owner, driver, the pilot or the person under the control of the pilot or the person for whom the Insured is responsible.

**46.9.4.** for losses or damages caused by an animal that was the property of the Insured or was under the supervision or control of the Insured at the time of the Insured Event, and for which the Insured had assumed responsibility or for which the Insured was civilly liable.

**46.9.5.** for loss or damage to property which, at the time when the action was performed or negligence was caused, leading to the accident:

**46.9.5.1.** was in the lawful possession, holding or use of the Insured, or the Insured had borrowed it or otherwise acquired it in its management, supervision or control;

**46.9.5.2.** for which the Insured had assumed responsibility as its custodian or in respect of which he/she was obliged to prevent losses. The exception does not apply to the damage caused to the hotel or rented apartments, where the Insured stays during the travel insurance period, as well as the movable property therein. Movable property means premises equipment, apparatus, furniture, fittings.

**46.9.6.** for losses incurred in the course of any economic activity, in the performance of the duties of an employee and/or employer and/or in the provision of professional services.

#### **46.9.7. Contractual liability:**

**46.9.7.1.** which the Insured has undertaken by concluding an agreement or contract or giving a promise, guarantee or surety which would not be valid without these additional obligations;

**46.9.7.2.** for non-fulfilment or improper performance of contractual obligations, non-observance of deadlines, non-fulfilment of quality requirements, as well as for losses which the Insured has not caused but has undertaken to indemnify;

**46.9.7.3.** for losses or damages undertaken by any Third Party on behalf of the Policyholder and/or the Insured.

**46.9.8.** for losses or damages to a person who has entered into an employment, training or company contract with the Insured or acts on behalf of the Insured on the basis of an authorization;

**46.9.9.** for loss or damage to a Third Party covered by any other Insurance Contract, including compulsory insurance, which has been issued to the Insured and is valid or which was issued before the date of entry into force of this Insurance Contract;

**46.9.10.** for losses incurred if the Insured or the injured Third Party has acted intentionally or with gross negligence, as well as losses intentionally and/or maliciously caused to the Third Party.

#### **46.9.11. for losses caused to the Insured:**

**46.9.11.1.** caused by the Insured to himself;

**46.9.11.2.** caused by the Insured to each other;



**46.9.11.3.** caused by the Insured to the person or persons with whom he/she travels.

**46.9.12.** for losses incurred outside the insurance period specified in the Insurance Contract.

**46.9.13.** for losses for which a claim for indemnification has not been submitted in writing to the Insured or the Insurer during the insurance period or within 30 (thirty) days after the end of the insurance period.

## 47. LEGAL AID

**47.1.** Legal aid in the context of these Regulations means payments made by the Insured to a foreign lawyer or law firm for processing, submitting specific claim cases to the relevant state authorities and defence, provided that legal aid expenses are agreed with the Insurer before any payments are made.

**47.2.** The Insurer shall reimburse the necessary and justified expenses of the Insured in connection with the receipt of legal aid abroad during the Insurance Period, if they have been incurred due to the following reasons:

**47.2.1.** a road traffic accident has occurred in which the Insured is involved;

**47.2.2.** the Insured has violated foreign local regulatory enactments due to his/her slight negligence;

**47.2.3.** the Insured, as a victim, has filed a claim for review in the court of first instance;

**47.2.4.** a civil claim has been brought against the Insured as a perpetrator in connection with a criminal offense;

**47.2.5.** the Insured is detained as a suspect or accused.

**47.3.** The following expenses are not reimbursed:

**47.3.1.** expenses of the Insured for legal services, if the Insured has refused free legal assistance abroad, which the Insured was entitled to receive in accordance with international agreements;

**47.3.2.** fines or expenses for fines;

**47.3.3.** expenses that have not been previously agreed with the Insurer;

**47.3.4.** if the Insured has not complied with the instructions of the Insurer or the Insurer's representative regarding actions after the event;

**47.3.5.** if the case is considered hopeless by foreign lawyers from the outset;

**47.3.6.** arising in connection with the Insured's profession, employment contract, business, any lease, rental or other type of agreements or any profit-making activity;

**47.3.7.** unearned income of the Insured;

**47.3.8.** travel and temporary residence expenses abroad;

**47.3.9.** if the Insured does not submit to the Insured an agreement with the legal aid provider, which indicates the reason why and exactly what legal aid was provided to the Insured, as well as receipts and/or checks for payment for legal services;

**47.3.10.** if the incident has occurred due to a criminal activity;

**47.3.11.** in exceptional cases referred to in Clause 49 of these Insurance Regulations.

## 48. INTERPRETER ASSISTANCE

**48.1.** The Insurer shall reimburse the actual, documented expenses of the Insured in connection with the services provided by

a professional interpreter, if they are related to the occurrence of the Civil Liability Insurance risk and/or Legal Aid risk.

## 49. GENERAL EXCEPTIONS

In accordance with these Insurance Regulations, is not considered an Insured Event and the Insurer's obligation to compensate for losses does not set in if the losses have occurred as a result of insurance exceptions.

**49.1.** If there is no special additional agreement in the Insurance Contract, then the insurance protection is not valid for the following types of losses:

**49.1.1.** Terrorism – damage caused by terrorism. Terrorism means violence or dangerous activity that endangers human life, tangible or intangible property or infrastructure with the intent to influence any government or to keep society or any part of it in fear;

**49.1.2.** War – losses resulting from a war invasion or war-like activity (whether declared or not), foreign enemy activity, military invasion, civil war, insurrection, revolution, riot, military or other usurpation of power;

**49.1.3.** Force majeure – losses caused by force majeure, natural disasters. Force majeure circumstances are circumstances which have been recognized as force majeure circumstances by a legal act of the relevant state institution, except for the cases in accordance with Clause 35 of these Insurance Regulations;

**49.1.4.** Strikes – losses incurred due to strikes, about which there was information in the mass media before the date of the start of the travel;

**49.1.5.** Pandemic – losses caused by a pandemic or other global epidemic and related security measures in place, such as flight cancellations, exit or entry ban into the area affected by the epidemic or pandemic;

**49.1.6.** losses that have arisen as a result of the adoption of regulatory enactments, state or local government decisions;

**49.1.7.** losses incurred due to work physically performed by the Insured outside the Home Country, if there have been no notes about it in the Insured's Insurance Policy;

**49.1.8.** known losses or circumstances that may cause losses – losses that have occurred due to foreseeable circumstances which were known or of which the Policyholder and/or the Insured should have known or which were clearly foreseeable at the time of concluding the Insurance Contract;

**49.1.9.** Repeated insurance events – losses that have occurred repeatedly due to the same reason that has previously caused losses that the Insurer has indemnified during the term of this Insurance Contract or previous Insurance Contracts;

**49.1.10.** losses, the coverage of which is not provided for by national regulatory enactments and/or special conditions of the Insurance Contract or special insurance provisions;

**49.1.11.** losses incurred before the effective date of the Insurance Contract, except for the risk "Travel cancellation";

**49.1.12.** losses incurred after the expiry of the Insurance Contract, unless otherwise provided in the Insurance Contract;

**49.1.13.** if the event occurred while driving a motorcycle with an engine capacity of more than 125 cm<sup>3</sup> (one hundred and twenty-five cubic centimetres), a jet ski (this exception does not apply if the Parties have agreed to exclude this clause from the Insurance



Contract before the Insurance Contract enters into force, and it is mentioned in the Insurance Policy as an additional condition);

**49.1.14.** if the Insured participates in Professional sports competitions or training sessions;

**49.1.15.** if the Accident occurred due to reckless actions of the Insured contrary to the principles of logical and scientific knowledge in conditions of increased danger and trauma, exposing the Insured to extreme danger or trauma, except in the case of saving a person's life.

## **50. INFORMATION ON THE INSURANCE OBJECT OR INSURED RISK**

**50.1.** Prior to concluding the Insurance Contract, the Policyholder or the Insured is obliged to provide all information necessary for the Insurer to assess the Insured Risk, which the Insurer processes in order to prepare the Insurance Offer or the Insurance Contract. During the term of the Insurance Contract, the Policyholder or the Insured is obliged to immediately inform the Insurer about any changes in the information referred to in this clause.

**50.2.** The Policyholder and the Insured are responsible for the truthfulness and completeness of the provided information referred to in Clause 50.1. Any falsification, incorrect statement or omission may result in termination of the Insurance Contract or refusal to pay the Insurance Indemnity.

**50.3.** The Policyholder or the Insured is obliged to notify the Insurer about other valid Insurance Contracts that apply to the same Insurance Object.

**50.4.** During the term of the Insurance Contract, the Insured or the Policyholder is obliged to notify the Insurer in writing within 3 (three) days about changes in the purpose of the travel or other circumstances that increase or may increase the insured risk.

## **51. DUTIES OF THE POLICYHOLDER AND THE INSURED**

**51.1.** 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 are bound by these conditions, must observe and fulfil them, and explain to the Insured the consequences. in case the Insured fails to perform or improperly performs any of the provisions of the Insurance Contract.

**51.2.** By concluding the Insurance Contract, the Policyholder and the Insured undertake to observe and fulfil all the requirements set by the Insurer, as well as to observe and fulfil additional requirements set by the Insurer in writing during the Insurance Period.

**51.3.** If the Policyholder is a legal entity and the Insurance Contract Program is an open policy in which the Insured is not initially indicated in the list of Insured Persons, then not later than 1 (one) business day before the moment of departure of the Insured from the Home Country, the Policyholder is obliged to inform the Insurer in writing about the persons (name, surname, personal identification code, insurance period) who will be insured. Otherwise, the respective person is not considered to be Insured in accordance with the Insurance Contract.

**51.4.** It is the duty of the Policyholder and the Insured to do everything possible to prevent accidents. The Policyholder and the Insured are obliged to immediately eliminate any noticed

error/defect or to take such additional safety measures as the circumstances require.

**51.5.** In the event of an Accident or sudden illness, the Insured is obliged to immediately, as soon as possible, but not later than within 24 (twenty four) hours, apply to the nearest medical institution, follow all instructions of the attending physician, as well as contact the Insurer's Assistance Service.

**51.6.** The Recipient of Indemnity is obliged to prove the fact and consequences of the Insured Event, to ensure the Insurer's claim to establish and assess the circumstances of the Insured Event, as well as to submit all information and documents requested by the Insurer confirming the occurrence.

**51.7.** The Recipient of Indemnity is obliged to give written consent to the Insurer, medical treatment institutions, as well as local government or state institutions, if such consent is necessary for the issuance of medical documentation to the Insurer, that is, releasing the attending physicians from their duty of silence and, if necessary, authorizing the Insurer's representative to get acquainted with the Insured's medical documents relating to the possible Insured Event, its circumstances and the binding medical history.

**51.8.** The Insured, the Policyholder, the Beneficiary, the Insured's representative or the Insured's family member is obliged to submit a specific written application to the Insurer or fill in the application on the Insurer's website [www.compensa.lv](http://www.compensa.lv) immediately, as soon as possible, but not later than 30 (thirty) days after the occurrence of the Insured Risk, or inform the Insurer's Assistance Service on the same. If due to objective reasons the Insured cannot personally submit a written application or fill in the application on the Insurer's website [www.compensa.lv](http://www.compensa.lv), then it shall be performed by the Insured's authorized person.

**51.9.** Upon the written request of the Insurer, the Insured agrees to perform an additional examination to assess his/her health condition in connection with a possible Insured Event. The costs of this additional inspection shall be borne by the Insurer.

**51.10.** In the event of an Accident as a result of illegal actions of a Third Party or traffic accidents, the Insured is obliged to immediately inform the relevant State police and/or fire-fighting team and/or other competent authorities as soon as possible.

**51.11.** When receiving treatment in medical institutions of the European Union, the European Economic Area or the Swiss Confederation, the Insured is obliged to present an EHIC card. If the Insured does not have an EHIC card, the Insured or the Insured's authorized person must request it from the National Health Service of the Republic of Latvia or the Home Country Institution issuing the EHIC card (or its equivalent) and submit the document to the medical institution where the Insured is provided medical care.

**51.12.** The burden of proving the occurrence of the Insured Event rests with the Policyholder and/or the Insured, but in the event of the Insured's death – with the Beneficiary or the Recipient of Indemnity.

**51.13.** The Insured, the Beneficiary or the heir shall, upon receipt of the Insurance Indemnity, transfer to the Insurer his/her claim rights against the person responsible for the loss in the amount of the paid Insurance Indemnity.

**51.14.** The Insurance Contract after the payment of the Insurance Indemnity shall remain valid until the end of the Insurance Period, taking into account the Insured Amount specified in the Insurance Contract for the specific Insured Risk, unless otherwise stipulated in the Insurance Contract.



## **52. CONSEQUENCES OF FAILYRE TO PERFORM THE DUTIES OF THE POLICYHOLDER, INSURED AND BENEFICIARY**

**52.1.** If any action or omission of the Policyholder and/or the Insured has been or will become a reason for misleading the Insurer or withholding risk information, The Insurer has the right to act in accordance with the Insurance Contract Law, including in cases specified by law when the insurance indemnity is refused, the Insurance Contract is declared invalid from the day of its conclusion and the Insurance premium paid to the Insurer is not refunded.

**52.2.** The Insurer is entitled to reduce the indemnity payment to 50 (fifty) %, if the Policyholder, the Insured or the Beneficiary due to slight negligence:

**52.2.1.** has not duly fulfilled any of the requirements specified in the Insurance Contract or the written requirements of the Insurer;

**52.2.2.** has in any way restricted the Insurer's ability to exercise its rights, including the Insurer's right to ascertain the circumstances, nuances of the Insured's risk, to exercise the right of subrogation;

**52.2.3.** has performed an act or omission that has been the reason for misleading the Insurer, providing false or incomplete information, or withholding risk information.

**52.2.4.** has violated any requirements of the regulatory enactment in force in the Republic of Latvia, as a result of or in connection with which the insured risk has occurred. If any action or omission of the Policyholder and / or the Insured has been or will become a reason for misleading the Insurer or withholding the risk information, the Insurance Contract will be declared invalid from the date of its conclusion. The Insurer shall not reimburse the paid Insurance Premium.

**52.3.** The Insurer shall not pay the Insurance Indemnity if the occurrence of the risk has been caused by malicious intent or gross negligence of the Policyholder, the Insured or the Beneficiary; including for the reasons specified in Clause 52.2. The Insurer shall not reimburse the paid Insurance Premium.

## **53. PROCEDURE OF CONCLUSION AND ENTRY INTO FORCE OF THE INSURANCE AGREEMENT**

**53.1.** The rights and obligations of the Parties apply to the Insurer, the Policyholder and the Insured, as well as the Beneficiary, if such is specified in the Insurance Contract.

**53.2.** The Insurance Contract is concluded on the basis of information provided by the Policyholder or the Insured. The Policyholder and the Insured (natural person) have the rights of a data subject within the meaning of the Data Processing Regulation 2016/679. The information received from the data subject is used for the preparation of the Insurance offer, conclusion of the Insurance Contract and/or payment of the Insurance Indemnity; the legal basis for data processing is the Insurance Contract.

**53.3.** The Insurer may prepare the Insurance Offer before concluding the Insurance Contract. In case 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. In that case, the Insurance Premium is refunded to the payer of the Insurance Premium.

**53.4.** The Insurance Contract shall be deemed concluded and shall enter into force on the date and time specified in the

Insurance Policy upon receipt of the Insurance Premium specified in the Insurance Policy or the attached invoice in the bank account of the Insurer or insurance distributor authorized to collect but not earlier than on the first day of the Insurance Period specified in the Insurance Policy.

**53.5.** If the Parties agree in writing that the Insurance Premium (or the first part thereof) is paid after the date of concluding the Insurance Contract, then, if the Insurance Premium (or the first part thereof) is paid within the term and amount specified by the Insurer, the Insurance Contract shall be deemed entered into force in accordance with the conditions referred to in Clause 53.4.

**53.6.** If, contrary to what is indicated in 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/or the Insured. The Insurer shall return the erroneous payment within 15 (fifteen) days from the date of receipt of the payment, if the settlement details for the payment can be determined.

**53.7.** Payment of the insurance premium or the first part thereof after the payment term indicated in the invoice does not oblige the Insurer to assume any obligations. The Insurer shall return the erroneous payment within 15 (fifteen) days from the date of receipt of the payment, if the settlement details for the payment can be determined.

**53.8.** The insurance contract is concluded in Latvian, in accordance with the laws and regulations in force in the Republic of Latvia. If the terms and conditions of the Insurance Contract have been translated and disagreements arise due to the translation, then the terms and conditions of the Insurance Contract in the Latvian language shall prevail.

**53.9.** When concluding the Insurance Contract using a means of distance communication, the same procedure for entry into force of the Insurance Contract shall apply as when concluding the Insurance Contract at the Insurer's office in person.

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

**54.1.** If, based on the written application of the Policyholder, the Insurance Contract is terminated before the end of the Insurance Period, the Insurer shall repay the unused Insurance Premium for the remaining period according to the statutory calculation, deducting 15 (fifteen) % and the previously paid Insurance Indemnity if such has been carried out during the operation of the Insurance Contract. If the balance of the premium is used to cover other payments to the Insurer, then no deductions are made from the premium.

**54.2.** 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 regular payment of the Insurance Premium with an invitation to pay the remaining part of the Insurance Premium.

**54.3.** If the Policyholder or the Insured fails to pay the Insurance Premium within the term and in the amount specified in the notice, the Insurer shall terminate the Insurance Contract upon expiry of the term specified in the notice without reimbursing the Insurance Premium for the period when the insurance was valid. A separate notice that the Insurance Contract is terminated and



the remaining part of the premium is not reimbursed shall not be sent to the Policyholder or the Insured.

**54.4.** 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.

**54.5.** The insurance contract is terminated upon the risk of travel cancellation. The paid Insurance premium is not refunded. For annual policies, the risk of travel cancellation does not apply to trips whose start date is during the cancelled travel period.

**54.6.** If the risk of travel cancellation is reported, but the payment of the Insurance Indemnity is refused on the basis of the provisions of the Insurance Contract, the Insured is reimbursed the amount of the Insurance Premium paid, from which the Insurer's administrative expenses in the amount of 15 (fifteen) % are deducted.

**54.7.** 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, that is, after the occurrence of the Insured Event by sending a written notice to the other contracting party. The insurance contract is terminated on the 15<sup>th</sup> (fifteenth) day after sending the written notice.

**54.8.** If the Insurer has paid the Insurance Indemnity during the Insurance Period, the Policyholder must pay the Insurance Premium for the entire Insurance Period provided for in the Insurance Policy. If necessary, the Insurer has the right to deduct it from the Insurance Indemnity.

**54.9.** 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 within the specified term and in full.

**54.10.** Notwithstanding any other provision of this Insurance Contract, the Insurer shall not be deemed to provide the 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, that is, all trade, financial embargo or economic sanctions, laws or regulations directly applicable to the Insurer. The applicable sanctions are as follows: (I) domestic 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.

**54.11.** The Insurer is entitled to terminate the Insurance Contract unilaterally by notifying the Policyholder in writing if the sanctions imposed by the United Nations, the European Union or the United States authorities during the term of the Insurance Contract directly or indirectly deter the Insurance Company from performing such Insurance Contract. Such written notice of termination of the Insurance Contract shall enter into force on the 15<sup>th</sup> (fifteenth) day, counting from the moment when the Insurer has sent such notice to the Policyholder.

**54.12.** The Insurance Contract may be terminated before the end of the Insurance Term by mutual written agreement of the Parties.

## 55. DOCUMENTS TO BE SUBMITTED TO EXAMINE THE INSURANCE EVENT

**55.1.** In order to assess and establish whether an Insured Event has occurred, the Recipient of Indemnity must submit to the Insurer:

- an electronic application in a form specified by the Insurer regarding the occurrence of the Insured's risk (to be filled in at [www.compensa.lv](http://www.compensa.lv));
- at the request of the Insurer – other documents proving the occurrence of the Insured Event.

**55.2.** In addition to the documents referred to in Clause 55.1, the Recipient of Indemnity must also submit the following documents regarding the occurrence of the specific Insured Risk:

Insurance risk	Documents to be submitted
<b>Medical expenses</b>	A medical certificate from the relevant medical treatment institution with an accurate diagnosis confirming the injury or illness, invoices for the services received.
<b>Medical expenses in Home Country</b>	Medical certificate from the medical institution of the Home country.
<b>Dental expenses</b>	Medical certificate from the attending physician with an accurate diagnosis, invoices for the services received.
<b>Medical transport</b>	If medical transportation was performed in the event of risk "Medical expenses", then the original receipts for transportation services must be submitted in addition.
<b>Medical transport in Home Country</b>	If medical transportation was performed in the Home Country in the event of risk "Medical expenses", then the original receipts for transportation services must be submitted in addition.
<b>Insured's repatriation</b>	Certificate of the respective medical institution (indicating the diagnosis), which confirms the need for hospitalization and repatriation of the Insured; original receipts for transportation services.
<b>Insured's repatriation in case of death</b>	Certificate of the relevant medical institution (indicating the diagnosis) confirming the death of the Insured – a copy of the death certificate; original receipts for transportation services.



<b>Burial expenses abroad</b>	Original receipts for burial services and coffin purchase abroad.
<b>Payment for telephone conversations</b>	Printouts of telephone conversations indicating the conversations with the Insurer and/or the Insurer's Assistance Service.
<b>Medical aids</b>	If medical aids were purchased in the event of risk "Medical expenses", then in addition a certificate issued by the attending physician on the need for medical aids and the original documents of their purchase must be submitted.
<b>Hospital day fee</b>	An extract from a medical institution stating the duration of inpatient treatment.
<b>Travel expenses for 1 (one) family member</b>	A copy of the family member's identity document, a copy of the plane or train ticket, an invoice/check confirming the payment of the ticket.
<b>Child's evacuation</b>	Documents certifying the expenses related to the transfer of the child to the Home country.
<b>Replacement of the Insured</b>	The Insured's employer's application-explanation on the significance of the Insured's missed, interrupted mission, the planned duration of the mission, indicating also the name, surname, personal identification code of the substitute and attaching a copy of the purchased flight or train ticket and invoice/check confirming ticket payment.
<b>Search and rescue expenses</b>	Documents certifying search and rescue work carried out by the relevant Foreign authorities or a specialized service.
<b>Disability</b>	Conclusion of the State Medical Commission for the Assessment of Health Condition and Working Ability (SMCAHCWA).
<b>Death</b>	A copy of the death certificate and an extract certified by a sworn notary or a court decision regarding the division of the inheritance.
<b>Luggage delay</b>	Luggage ticket, boarding pass, airline's notice of luggage delay with a specified delay time, as well as checks for unforeseen purchases that were necessary due to luggage delay
<b>Luggage damage, loss</b>	In case of damage – luggage ticket, airline certificate confirming the fact of damage to the suitcase/bags and belongings, list of damaged items/objects, photos of the damaged suitcase/bags and/or damaged items, as well as documents confirming the purchases (for the purchase of a new, equivalent suitcase/bag and/or equivalent belongings/items, if it has not been possible to repair the damaged items).  In case of loss – luggage ticket, airline certificate confirming the fact of loss of luggage and payment of compensation to the Insured (if any), checks for purchases made during the travel (if any), list of items in the luggage with their approximate value.
<b>Theft of luggage during the travel</b>	Luggage ticket, police statement on the fact of theft, checks on purchases made during the travel (if any), a list of items in the luggage with their approximate value.
<b>Delay, loss, damage or theft of sports equipment</b>	In case of delay – baggage ticket, boarding pass, airline statement about baggage delay with the specified delay time, as well as checks for unforeseen purchases that were necessary due to baggage delay. In case of loss – luggage ticket, airline certificate confirming the fact of loss of luggage and payment of compensation to the Insured (if any), checks for purchases made during the travel (if any), list of items in the luggage with their approximate value.  In case of damage – luggage ticket, airline certificate confirming the fact of damage to the suitcase/bags and belongings, list of damaged belongings/items, photos of damaged items, as well as documents confirming the purchases of equivalent items/items if the damaged items could not be repaired).  In case of theft – luggage ticket, police certificate on the fact of theft, checks on purchases made during the travel (if any), list of items in the luggage with their approximate value, documents confirming expenses for rented sports equipment.
<b>Sports equipment insurance</b>	Police statement on the fact of theft, traffic accident, fire or natural disasters, checks on purchases made during the travel (if any), a list of items in the luggage with their approximate value, documents certifying expenses for rented sports equipment. If the equipment is damaged as a result of an accident – a certificate from the attending foreign doctor about the injuries, checks for purchases made during the travel (if any), documents certifying expenses for rented sports equipment.



<b>Dry cleaning of clothes after an accident</b>	Quality photographs of damaged/soiled clothing, proof of payment for dry cleaning and/or repair of clothing or purchase of new equivalent clothing.
<b>Late arrival at departure point</b>	A statement from the traffic police confirming the fact of a traffic accident in which the Insured was involved on the way to the airport, or a police statement on the attack referred to in the Criminal Law in which the Insured was injured, a statement from the carrier about the missed or delayed public transport flight.
<b>Continuation of the journey</b>	Certificate issued by the attending physician on the health condition and diagnosis of the Insured; checks for replacement travel expenses.
<b>Flight delays</b>	Full flight route printout; the airline's notice of the flight delay/cancellation with the specified delay/cancellation time and the reason for the flight delay/cancellation, checks for replacement travel and/or hotel expenses.
<b>Missed transit</b>	Full flight route printout; the airline's notice of the flight delay/cancellation with the specified delay/cancellation time and the reason for the flight delay/cancellation, checks for replacement travel and/or hotel expenses.
<b>Travel interruption</b>	A copy of the travel ticket, documents confirming the need to cancel the started travel, invoices/checks for the paid return trip.
<b>Travel cancellation</b>	All checks 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 medical treatment institution with a diagnosis of the disease (in case of a sudden illness) and the time spent in the hospital; a copy of the death certificate (in case of death of the Insured); a police statement regarding the incident with the property of the Insured (in case of loss or damage of property).
<b>Travel cancellation for personal reasons</b>	All checks 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 statement from the event organizers about the cancellation of the event/concert, a statement from the workplace about the reduction of jobs or liquidation of the company.
<b>Alternative transport costs due to natural disasters</b>	Documents confirming the need to use an alternative vehicle due to a natural disaster, a statement from the airline about the payment of partial compensation or refusal to pay compensation, invoices/checks for the use of alternative transport.
<b>Denial of seat on an aircraft</b>	A statement from the airline that the aircraft has refused seat and the compensation paid or refused; confirmation of the registration of the ticket for the flight for which the seat was refused; documents certifying the expenses for re-scheduling or purchase of a new economy class air travel ticket to the destination of the previously scheduled and delayed flight.
<b>Missed hotel stay days</b>	Documents confirming that any of the risks referred to in Clause 38 has occurred in accordance with the Insurance Contract and these Regulations; documents confirming the hotel reservation and showing the date of reservation, the number of persons to be accommodated, the planned dates of stay (from/to) and the price of the service; proof of payment for the hotel reservation; a statement from the airline regarding the amount of compensation paid or refusal to pay compensation.
<b>Expenditure due to non-issuance of a visa</b>	Documents certifying the travel transport and accommodation expenses paid by the Insured before the start of the travel; a document from the embassy of the respective country confirming the refusal of the visa; if the travel was purchased through a travel agency/operator – a contract for the concluded tourism service and additional documents (if any) stipulating sanctions for the cancellation of the travel; a statement from the Tour Operator regarding the time when a written notice regarding the necessity to cancel the service has been received, with the indicated information regarding the amount of compensation for losses paid or refusal to pay compensation for losses.



<b>Loss or theft of a passport or identity card</b>	A statement from the relevant State Police, a copy of the renewed passport or return certificate, an invoice confirming the payment of the fee to the relevant institution for the issuance of the replacement document, transport vouchers.
<b>Money theft</b>	A police statement with an explanation of where the theft took place; a confirmation from the hotel that the money was kept in a strongbox.
<b>Ski passport insurance</b>	A medical certificate from the relevant state medical institution with an accurate diagnosis confirming the injury or illness, documents certifying the purchase of a ski passport, indicating the period of validity of the ski passport.
<b>Insurance of closed ski slopes</b>	Ski slopes confirmation/certificate of slopes closure, indicating the reason for closure.
<b>Pet care</b>	Original receipts or invoices for the pet's stay in a pet hotel or shelter; originals of documents certifying transportation expenses.
<b>Change driver</b>	Certificate issued by the attending physician on the health condition and diagnosis of the Insured; the originals of the documents certifying the services rendered by a change driver; originals of documents certifying transportation expenses.
<b>Sending personal belongings</b>	Originals of documents certifying transportation expenses, which indicate information on the type, amount and composition of the transportation service.
<b>Personal civil liability</b>	Documents or a claim of the victim proving material damage caused by the Insured to a third party or its property, other documents related to the civil liability event and its circumstances.
<b>Legal aid</b>	Evidence proving the need to receive legal aid, documents certifying expenses related to receiving legal aid abroad.
<b>Interpreter assistance</b>	Original receipts or invoices for translation services received.

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

**56.1.** The Insured or the Insured's representative is obliged to submit to the Insurer a certain form of the Insurance Indemnity Claim Application and other documents in order to establish whether the reported event is an Insured Event and to determine the amount of the Insurance Indemnity. A request for a payment guarantee or an invoice may be submitted by the medical institution that provided the Insured with emergency medical assistance.

**56.2.** The decision on the payment of the Insurance Indemnity shall be made not later than within 30 (thirty) days after receipt of all the requested documents and necessary for the evaluation of the Insured Event.

**56.3.** Payment of the Insurance Indemnity may be refused if the Insured or the Beneficiary does not submit or refuses to submit the documents requested by the Insurer.

**56.4.** If the occurrence of the Insured Event is established and the Parties have agreed on the amount of the Insurance Indemnity, then:

**56.4.1.** the Insurer makes a decision on the payment of the Insurance Indemnity;

**56.4.2.** within 5 (five) working days after the decision on the payment of the Insurance Indemnity, the Insurer shall reimburse the expenses and/or additional expenses to the submitter of the documents confirming the Insured Event;

**56.4.2.1.** to the Policyholder, the Insured or another person authorized by them, if they have paid for the service themselves;

**56.4.2.2.** directly to the service provider or another person who is legally entitled to receive the Insurance Indemnity on the basis of the submitted payment documents.

**56.5.** If the Insured Event is not established:

**56.5.1.** then the Insurer shall make a decision regarding the refusal to pay the Insurance Indemnity;

**56.5.2.** the Insurer shall notify the Policyholder and/or the Insured about the decision within 5 (five) business days after the decision is made.

**56.6.** Before paying the Insurance Indemnity, the Insurer may request:

**56.6.1.** repeated conclusions of the medical examination commission;

**56.6.2.** information regarding the level of alcohol concentration in the blood of the Insured at the time of the Accident;

**56.6.3.** verification of the validity of the doctor's report and other documents;

**56.6.4.** other documents necessary for the assessment of the Accident and/or calculation of the Insurance Indemnity.

**56.7.** If a split payment is applied to the Insurance Premium, then the Insurer has the right to deduct the difference between the paid and the full Insurance Premium from the paid Insurance Indemnity.

**56.8.** The Insurer shall indemnify the Recipient of Indemnity only for those losses that have occurred in connection with the Insured Event and are proved by the relevant documents.

**56.9.** The deductible is deducted from the Insurance Indemnity payable for the Insured Event, if it is provided in accordance with the insurance conditions and the parties have not agreed otherwise.



**56.10.** The written application of the Policyholder and the Insured shall be reviewed in the Republic of Latvia on the basis of the Insurance Regulations in Latvian language and in accordance with the regulatory enactments in force in the Republic of Latvia. If the Insurance Regulations have been translated and disagreements arise due to the translation, then the Insurance Regulations in the Latvian language shall prevail.

## **57. APPLICABLE LAWS AND PROCEDURE OF SETTLEMENT OF DISPUTES**

**57.1.** 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.

**57.2.** If the parties fail to resolve the dispute through negotiations, then a written complaint must be submitted to the Insurer for consideration, postal address: Vienības gatve 87H, Riga, LV-1004; e-mail address: [atlidzibas@compensa.lv](mailto:atlidzibas@compensa.lv). The Insurer shall review the complaints of the Policyholder, the Insured or another person who has the right to claim the Insurance Indemnity and provide a response within 20 (twenty) days from the date of receipt of the complaint or claim. If due to objective reasons it is not possible to provide an answer within the specified term, the Insurer shall provide information on the necessity of extension and indicate a reasonable term when the answer will be provided.

**57.3.** A natural person – the Policyholder, the Insured or a third party has the right to submit a complaint to the Ombudsman of the Latvian Insurers' Association in accordance with its Regulations. The procedures (regulations) approved by the Latvian Insurers' Association are available at [www.laa.lv](http://www.laa.lv).

## **58. INFORMATION ON PERSONAL DATA PROCESSING**

**58.1.** 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 2016/679 as well as the basic principles of the Insurer's Privacy Policy.

**58.2.** Pursuant to Article 13 of the Data Regulation 2016/679, the Insurer, before concluding the Insurance Contract, informs the data subject (the Policyholder) that:

**58.3.** the data processing controller is Compensa Vienna Insurance Group ADB Latvian Branch; the contact information of the data processing controller is as follows: [info@compensa.lv](mailto:info@compensa.lv), (+371) 6755 8888;

**58.4.** the contact information of the data protection officer is as follows: [DPO@compensa.lv](mailto:DPO@compensa.lv);

**58.5.** 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; legal basis for data processing – the Insurance Contract concluded between the parties;

**58.6.** 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;

**58.7.** the data subject has the right, at any time, to withdraw the given consent to the processing of personal data in writing;

**58.8.** the legitimate interest of the data processing controller – after the conclusion of the Insurance Contract or the payment of the Insurance Indemnity to receive feedback from the data subject;

**58.9.** categories of recipients of personal data – in relevant cases specified by law – state and local government institutions; medical institutions. More information can be found on the Insurer's website <https://www.compensa.lv/privacy-policy/>;

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

**58.11.** the personal data subject has the right to request information regarding the processing of the personal data of the data subject with the Insurer;

**58.12.** the data subject has the right to submit a complaint regarding the data processing controller to the Data State Inspectorate at [www.dvi.gov.lv](http://www.dvi.gov.lv), [info@dvi.gov.lv](mailto:info@dvi.gov.lv);

**58.13.** the data subject is obliged to provide personal data in order to conclude the Insurance Contract, as well as to pay the Insurance Indemnity. If the data requested by the Insurer is not provided or is provided incompletely, the Insurer shall not be entitled 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).

**58.14.** The Policyholder is obliged to inform the Insured(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 dat.

**58.15.** The Policyholder is obliged to inform the Insured(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 incident and indemnity payment.

## **59. MISCELLANEOUS**

**59.1.** The Insurance Contract may be amended by separate written agreement of the Policyholder and the Insurer.

**59.2.** When paying the Insurance Indemnity, the Insurer has the right of claim against the person responsible for the caused losses in the amount of the Insurance Indemnity paid. The Insurer may not file a recourse claim against the Insured's children, parents or spouse. Exceptions are those Insured Events caused by negligence, malicious intent or gross negligence.

**59.3.** If the Policyholder or the Insured waives its 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 based on this claim or these rights.

**59.4.** The Insurer shall not disclose to Third Parties information about the Policyholder and the Insured, except for the cases specified in the legal acts of the Republic of Latvia.

**59.5.** During the term of the Insurance Contract, the Insurer communicates with the Insured and the Policyholder in Latvian, as well as responds to the requests of the Insured and the Policyholder expressed in Latvian.