

Travel insurance



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Travel insurance terms and conditions

No. CAN15-ABLV

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PART A. TRAVEL INSURANCE GENERAL CONDITIONS

1. TERMS

1.1. **Insurer** – Seesam Insurance AS Latvian Branch (hereinafter – Insurer).

1.2. **Policyholder** – ABLV bank, who has entered into travel insurance contract with Insurer for the benefit of natural person – bank payment card user.

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

- the user of the payment card issued by the Policyholder and for the benefit of whom a travel insurance contract is concluded (hereinafter – „the Insured”);
- 1 (one) child of the Insured up to 7 (seven) years of age inclusive, who is included in the insurance cover together with the Insured and for which the insurance premium is not collected; insurance cover for this child shall be valid only if he/she is travelling together with the Insured;
- second and each subsequent child of the Insured up to 7 (seven) years of age inclusive, as well as the Insured's children from 8 (eight) till 17 (seventeen) years of age who are insured at the same time with the Insured and with the same insurance coverage as the Insured, if insurance premium in amount of 50 % of the Insured's annual premium is paid for each child; the child's insurance is in force, if he/she is travelling with the Insured.

1.4. **Insurance object** – in person's travel insurance – person's life, health or physical condition as well as additional insured risks specified in the insurance policy that are directly associated with incurrence of unforeseen expenses by the Insured while being outside his/her place of residence.

1.5. **Payment card** – an international payment card of a certain type for cashless payments for purchases and services, which is issued by the Policyholder to the Insured and which shows the type of the card, card number, cardholder's name, card expiry date – 2 (two) years.

1.6. **Insurance period** – a period of the payment card issued to the Insured, during which the insurance cover is valid for multiple short travels, with a total number of travel days not exceeding 120 (one hundred twenty) travel days (up to 4 (four) months) in each one (1) year of the particular insurance period.

1.7. **Insured risk** – an event beyond the control of the Insured, the occurrence of which is possible during the travel.

1.8. **Insurance cover** – a set of insured risks that provides insurance protection to the Insured during his travel.

1.9. **Insured event** – a sudden and unforeseeable event beyond the control of the Insured and causally related to an insured risk, which has happened with the Insured in the result of effect of external circumstances while travelling outside his/her country of residence, and upon occurrence of which the insurance indemnity is payable under the insurance conditions.

1.10. **Country of residence** – country of the officially registered residence.

1.11. **Sum insured** – the maximum amount of money, up to which the insurance indemnity can be paid to an Insured:

- in each 1 (one) year of an insurance period upon the occurrence of one single insured event and/or a number of insured events under the insured risk "Medical expenses" in aggregate (applies to the PART B. SPECIAL TRAVEL INSURANCE CONDITIONS. I. BLOCK OF INSURED RISKS – HEALTH);
- for each case of occurrence of a specific insured risk during the travel, where a number of insured events have occurred in connection with this insured risk during the travel (applies to all insured risks, except for the insured risk "Medical expenses").

1.12. **Insurance indemnity** – an amount of money to be paid or services to be provided in connection with an insured event, in accordance with the insurance conditions.

If the Insured holds simultaneously two or more valid travel insurance policies issued by the Insurer, in which one or more insured risks that are specified therein are duplicating, the insurance indemnity shall be paid only under one insurance policy, namely the policy, in which the largest sum insured for the insured risk is specified.

1.13. **Deductible** – a portion of the loss amount which is the Insured's interest in the insured event, expressed as a percentage or a certain sum of money from the loss amount, which is not paid by the Insurer and which is detracted from the payable insurance indemnity amount according to conditions of the insurance contract. A deductible is always set for each Insured.

1.14. **Third party** – a person other than the Policyholder, the Insured, the Beneficiary, the Insured's agent or family members.

1.15. **Beneficiary** – a natural person who is entitled to receive insurance indemnity in case of death of the Insured in accordance with procedures set out in the laws and regulations of the Republic of Latvia.

1.16. **Indemnity recipient** – may be:

- the Insured if he/she himself/herself has paid the expenses relating to the insured event;
- medical institution that has provided medical services to the Insured during the travel;
- a private practising licensed doctor, who has provided medical services to the Insured during the travel if the Insured himself/herself has not paid the expenses in connection with his/her sudden illness or accident;
- a third party in case of third-party liability insurance of the Insured;
- the Beneficiary in case of death of the Insured;
- a third party who is to be compensated in accordance with the specific insurance cover and the provisions of these insurance conditions.

1.17. **Accident** – an event where during the travel insurance period the Insured has been exposed to a sudden, unexpected, independent external circumstance which is beyond control of the Insured, and which has resulted in bodily injury or death of the Insured..

1.18. **Sudden illness** – previously not observed, unpredictable, unexpected and rapid deterioration of health condition during the travel, in connection with which the Insured requires emergency medical assistance.

1.19. **Chronic disease** – health condition opposite to sudden illness – progressive deterioration of physiological processes and body functions in the result of internal and long-term processes characterized by more or less frequent rapid changes in health status (disease exacerbation), regardless of whether such a medical condition have been diagnosed before the Insured's travel or not. In the context of the present Insurance Conditions, heart infarction, coronary heart disease, angina, coronary aneurysm in any form, atherosclerosis, stroke, spondylosis, osteochondrosis, radiculitis, kidney failure, diabetes, liver cirrhosis, multiple sclerosis, asthma, tuberculosis, benign or malignant tumours, thrombosis, etc. are considered as chronic diseases due to the fact that these illnesses develop gradually and often start with no visible/noticeable symptoms.

1.20. **Emergency medical aid** – medical services that must be urgently provided to the Insured due to acute deterioration of his/her state of health in connection with a sudden illness or accident, in order to prevent further sharp deterioration of the Insured's health and/or a threat to the life of the Insured.

1.21. **Travel insurance validity territory** – the insurance coverage is valid 24 hours a day throughout the world, with the exception of the Insured's country of residence, when the Insured travels for tourism, recreation, special sporting activities (if included in the relevant insurance coverage conditions), entertainment or business purposes outside his/her country of residence.

1.22. **Travel insurance validity beginning and end** – travel insurance validity begins and ends as soon as the Insured crosses the state border of the country of residence:

- by plane, ship or ferry – when passing the passport control at the border crossing point;
- by bus, truck, train – when crossing the border at the crossing point (on the official state border);
- by yacht – when the border is crossed by leaving the territorial waters or entering the territorial waters of the country, according to the relevant inter-governmental treaties regarding borders of the water bodies.

1.23. **Family members** – the Insured's spouse, children, foster children, adopted children, brother, sister, parents, foster parents, grandparents and spouse's children

1.24. **First-degree relatives** – the Insured's spouse, children and parents.

1.25. **Global natural disaster** – natural disaster beyond control of human will and action that occurs suddenly, causing widespread damage to nature and buildings, causing significant financial losses, causing problems to all forms of transport, and during which human life, health or physical condition is endangered.

1.26. **Pandemic** – an epidemic in a wide region or in the whole world, based on a severe infection that can spread easily and that has not previously been known or if cases of similar illness have been observed within a small amount of infected population.

2. DUTIES OF THE POLICYHOLDER AND/OR THE INSURED UPON OCCURRENCE OF A INSURED RISK

2.1. The Policyholder, the Insured, the Beneficiary, a representative or family member of the Insured shall immediately, as soon as possible inform the Insurer.

2.2. The Policyholder and/or the Insured shall submit to the Insurer all documents that describe occurrence of the insured risk and the losses caused, and provide any other information and/or documentation requested by the Insurer.

2.3. The burden of proof of occurrence of the insured event rests on the Insured.

3. COMPENSATION PRINCIPLE

3.1. When applying the principle of compensation, the payable insurance indemnity shall not exceed the losses caused by the insured event, and the insurance indemnity can not exceed the indemnity maximum limit specified for the relevant risk in the insurance policy.

3.2. Only proven losses shall be compensated.

4. PROCEDURE OF SETTLEMENT OF DISAGREEMENTS

4.1. All and any disagreements shall be settled by negotiations.

4.2. If the disagreement has arisen due to the fact that the particular issue is not regulated by the insurance terms and conditions, the parties shall apply laws of the Republic of Latvia, in particular the Law "On Insurance Contract" and the "Consumer Rights Protection Law" for settlement of the issue.

4.3. If the parties have not settled the dispute by negotiations, the dispute shall be referred to a court of justice of the Republic of Latvia and settled in accordance with the laws of the Republic of Latvia.

5. GENERAL EXCEPTIONS

5.1. General exceptions are as follows:

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

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

5.1.3. global natural catastrophes and natural disasters, except for cases under Part B Block of Insured risks I. HEALTH and Block IV Paragraph 7 of these insurance conditions;

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

5.1.5. pandemic or other global epidemic and related safety measures introduced, such as flight cancellation, exit or entry ban in the region affected by the epidemic or pandemic.

PART B. SPECIAL TRAVEL INSURANCE CONDITIONS

BLOCK OF INSURED RISKS I - HEALTH

1. The HEALTH Block contains the following insured risks:

- Medical expenses;
- Medical transport;
- Repatriation of the Insured in case of illness;
- Repatriation of the Insured in case of his/her death;
- Travel costs of 1 (one) family member;
- Travel costs for substitution of the Insured.

2. Medical expenses

2.1. An insured event is necessity to receive emergency medical assistance in connection with:

- sudden illness of the Insured;
- exacerbation of a chronic disease;
- acute dental condition;
- body injury resulting from an accident;
- sudden acute health deterioration (e.g., poisoning, sun or heat stroke, burns, drowning, etc.);
- pregnancy complications in each one (1) year of the particular insurance period.

2.2. The Insurer pays the costs of the immediate medical assistance provided to the Insured and/or of his/her hospitalization, but no more than 30 (thirty) days for one insured event and up to the maximum sum insured under Paragraph 1.11 of the TRAVEL INSURANCE GENERAL CONDITIONS.

2.3. Medical treatment and its duration while during the travel, surgeries and the need thereof, as well as transport and/or repatriation of the Insured shall be agreed by the Insurer and a specialist of a relevant medical institution. Payment of insurance indemnity may be refused if the Insured or his/her relatives unilaterally decide to carry out an examination, diagnosticating, medical treatment or surgery, or if they decide to seek treatment at an improved service medical facility or change the medical institution at their own discretion.

2.4. If during the travel the Insured is urgently placed in a hospital or is provided emergency medical help due to an acute deterioration of health, which resulted in a sudden and unpredictable chronic disease attack, the Insurer shall pay the costs of the emergency medical assistance services to reduce seizures, but not more than for 5 (five) days of hospitalization, even if those services are not paid in accordance with the European Health Insurance Card (EHIC) conditions.

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

2.6. The Insurer will reimburse the cost of emergency medical care during an acute case of pregnancy complications, up to EUR 1 500 (one thousand five hundred euro) if the pregnancy is not later than 27 (twenty seven weeks) and if the pregnant woman can present a permission to travel, issued by her attending doctor in her country of residence no earlier than one week prior to the scheduled travel start date.

2.7. The Insurer covers medical expenses for dental services that are provided to the Insured in the case of acute dental pain or injury, as evidenced by statement issued by a physician and containing an exact diagnosis. Maximum limit is EUR 1 000 (one thousand euro).

2.8. Upon receipt of medically necessary outpatient or hospital assistance, the Insured shall be compensated for costs of drugs prescribed by physicians, except medications that the Insured had to use regularly in connection with the disease that the Insured had already before the entry into force of the insurance.

2.9. The Insurer shall reimburse costs of purchase or rental of temporarily necessary, technical medical aids or equipment prescribed by doctor (such as crutches, wheelchairs, orthoses), but not more than EUR 300 for a single case.

2.10. The Insurer shall reimburse costs of purchase or rental of technical medical aids or equipment permanently used by the Insured, such as prescription glasses, body part replacement prostheses, hearing aids, wheelchair, if these aids have been irreversibly damaged in the result of an accident where the Insured was involved, and if without them the Insured is unable to function socially, in order to return to his/her country of residence; however, not more than EUR 300 for a single case.

2.11. The Insurer shall pay the Insured's phone call expenses incurred in order to communicate with the Insurer and/or the 24-hours help desk. The fact of the calls made and the costs thereof is confirmed by a printout of phone calls.

3. Medical transport

- 3.1. In case when the Insured must be brought to a closest medical institution in order to provide emergency medical help because of an injury caused to Insured in the result of an accident or because of a sudden illness of the Insured, the Insurer shall cover the transportation costs incurred in connection with transportation of the injured Insured in the territory of the foreign country, including documentary verified costs of the following transport, not exceeding the maximum amount specified in the insurance policy.
- 3.2. Depending on the seriousness of the situation, the Insurer may agree with a medical facility on transportation of the Insured by a specialized land ambulance transport, by air, railway or in some other appropriate manner, and, if necessary, by air ambulance, involving the International Assistance Services in provision of services.

4. Repatriation of the Insured in case of illness

- 4.1. The Insurer organizes and pays for the repatriation of the Insured, if
- repatriation is medically appropriate;
 - after hospitalization or treatment the Insured is not physically able to return to his/her country of residence;
 - the health state of the sick or injured Insured permits transportation and if the local medical services in the respective foreign country are significantly more expensive than in the country of residence of the Insured;
 - due to hospitalisation, the Insured has not been able to leave the respective foreign country and return to the country of residence with the anticipated transport due to the return ticket validity period expiration.
- 4.2. The Insurer or the Assistance Services, in cooperation with the local attending doctor, shall take all necessary measures to enable returning of the Insured to his/her country of residence:
- 4.2.1. by a scheduled land or air transport if the Insured's physical condition permits it:
- covering costs of exchange of the ticket bought in the country of residence, if the ticket has not expired and the ticket change is allowed by the ticket purchase conditions;
 - purchasing new economy class transport ticket(s) if the ticket change is not allowed, or if the ticket has expired;
 - purchasing a new business class transport ticket if purchase of such a ticket is required for transportation of the Insured and if it is directed by the attending doctor;
- 4.2.2. by a special land or air ambulance transport, paying costs of:
- transportation;
 - accompanying medical staff, if the seriousness of the situation requires it;
 - accompanying third party, if it is agreed with the Insurer.
- 4.3. Only medical personnel authorized by the Insurer and/or the Assistance Services, in cooperation with the local attending doctor, has the right to decide on the means of transport that would be most appropriate taking into account the Insured's state of health.
- 4.4. In case if the Insured has carried out repatriation without the consent of the Insurer, the Insured himself/herself is responsible for repatriation and related complications.

5. Repatriation of the Insured in the case of his/her death

- 5.1. If the Insured dies during a travel outside his/her country of residence, the Insurer or the Assistance Services organizes transportation of the dead body of the Insured to his/her country of residence.
- 5.2. Upon a written agreement with the Insured's relatives the Insurer and/or the Assistance Services can arrange for cremation or burial in the country where the accident occurred, within the insurance limit for the repatriation risk specified in the insurance policy.
- 5.3. If the Insured dies during a travel outside his/her country of residence, the Insurer or the Assistance Services covers the expenses relating to purchase of the coffin required for transportation.

6. Travel costs of 1 (one) family member

- 6.1. The Insurer pays previously agreed travel expenses for 1 (one) family member of the Insured, if in the result of a sudden illness or accident:
- the Insured has to be hospitalized for more than 21 (twenty one) calendar days, or
 - the attending doctor has recognized necessity of presence of a family member or friend, or
 - the life of the Insured, according to opinion of the attending doctor in the foreign country, is in danger, due to which repatriation of the Insured to his/her country of residence is impossible.
- 6.2. The Insurer shall cover costs of one family member (or friend or acquaintance) of the Insured for purchase of a two-ways economy class ticket to the

location of hospitalization as well as hotel accommodation costs 100 EUR per day for no more than 10 (ten) days. Total travel expenses for a family member or another person can not exceed the sum insured specified in the insurance policy for that insured risk.

6.3. In the event if the Insured who had travelled together with another Insured being a minor child, can not return home from the travel in due time in connection with his/her hospitalisation, the Insurer shall pay the costs associated with transportation of the child back to his/her country of residence. The said costs shall not be reimbursed, if the Insured's spouse, a relative of the child or the Insured's travel companion has travelled together with the Insured.

6.4. The Insurer shall pay the above-mentioned costs if the Insured has been hospitalized with consent of the Insurer and/or the Assistance Services, and if the case continues to be under control of the Insurer and /or the Assistance Services, and if the Insurer and/or the Assistance Services together with the attending doctor agree that improvement of the health condition of the Insured would benefit from presence of a family member.

7. Substitution of the Insured

- 7.1. This insured risk is in effect when specified in the particular insurance policy.
- 7.2. If during a business trip outside the country of residence urgent hospitalization and/or repatriation of the Insured is required, and it is necessary for the employer of the Insured to replace the Insured with another person, the Insurer will pay, upon previous coordination of costs, for a two-way economy class ticket to another person designated in writing by the Insured's employer, who will continue to perform the Insured's professional duties in the foreign country.
- 7.3. The Insurer will pay for the said tickets only if the repatriation or hospitalization of the Insured has been coordinated with the Insurer and/or the Assistance Service and the case continues to be under control of the Insurer and/or the Assistance Services.
- 7.4. In the event of substitution of the Insured his/her insurance cover, except the risk of substitution of the Insured, shall not be carried over to the substituting person.

8. Exceptions

- 8.1. No medical, transportation and/or repatriation expenses for sudden illness or physical injury shall be reimbursed if the cause of the illness or injury is:
- directly or indirectly related to HIV or any related illness including AIDS;
 - radioactive poisoning, poisoning with biological and/or chemical substances;
 - sexually transmitted diseases and any other conditions relating thereto.
- 8.2. Travel insurance shall not cover medical costs and related transportation and/or repatriation costs:
- 8.2.1. for treatment of chronic or congenital diseases, with the exception of acute exacerbation of chronic diseases under the provisions of Paragraph 2.3 of Part B of these Conditions;
- 8.2.2. for the treatment of an illness, the symptoms of which were visible prior to the commencement of the travel;
- 8.2.3. for diagnosis and preventive examinations;
- 8.2.4. treatment that requires a hospital stay of more than thirty (30) days;
- 8.2.5. for plastic surgery and cosmetic treatments;
- 8.2.6. for examination and treatment related to pregnancy, termination of pregnancy, abortion, premature birth and post-natal complications;
- 8.2.7. for procedures prescribed by doctor and related to rehabilitation (e.g., physical therapy, therapeutic exercises);
- 8.2.8. for treatment of any nervous or mental illnesses, regardless of their classification, as well as for treatment of mental depression and insanity, psychotic reactions and impaired consciousness, regardless of the reason, which caused them;
- 8.2.9. for tissue and organ transplantation;
- 8.2.10. for operations that are not urgent, including knee surgery (arthroscopy or otherwise), or in case of injury of meniscus or injury of knee ligament;
- 8.2.11. when the sudden illness of the Insured, accident or any other insured risk event specified in the insurance policy has occurred under the influence of alcohol (finding a causal link between alcohol intoxication and injuries obtained);
- 8.2.12. treatment of infectious diseases for the region of which an epidemiological warning has been issued, advising prophylactic vaccination, however, this exception does not apply, if the Insured, prior to undertaking the trip, has undergone a full vaccination course according to the due vaccination schedule;

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

8.2.14. arisen from the Insured's suicide or attempted suicide;

8.2.15. Insured's participation in a criminal offence;

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

8.2.17. for unforeseen medical services, death or disablement, transportation and/or repatriation if the Insured has been travelling with the intention to participate in competitive sports, sports games or trainings.

The said exception shall not be applied if:

- engagement in high-risk hobbies is included in the particular insurance cover;
- the Insured during the travel participates, without prior planning, in short-term (no longer than one day) high-risk activities under supervision of a local instructor or experienced group attendant, arranged by the relevant foreign local tourism companies for customers visiting the country as additional entertainment activities.

8.3. Travel insurance does not cover medical expenses incurred by the Insured for treatment in his/her country of residence, unless the parties having assessed the circumstances of the event, exceptionally have agreed on it before commencement of the treatment.

BLOCK OF INSURED RISKS II - ACCIDENTS

1. The Block of Insured risks ACCIDENTS contains:

- **Irreversible disablement;**
- **Death.**

1.1. Irreversible disablement

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

1.1.2. In determining the amount of insurance indemnity for irreversible disablement, the degrees of disability established in the national laws and regulations are not taken into consideration.

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

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

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

1.1.6. Table for calculation of insurance indemnity:

Table for calculation of insurance indemnity

Disablement	Insurance indemnity in per cent of sum insured	
	Right	Left
Loss of one arm	60 %	50 %
Loss of one wrist and forearm	60 %	50 %
Loss of one leg above the knee	60 %	60 %
Loss of one leg at or below the knee	50 %	50 %
Loss of one foot	40 %	40 %
Loss of sight in one eye	50 %	
Loss of sight in both eyes	100 %	
Complete loss of speech	100 %	
Complete deafness of both ears	100 %	

1.2. Death in the result of an accident

1.2.1. If the Insured sustains a physical injury in an accident, under influence of external factors which are beyond the control of the Insured, while travelling outside the country of residence during the insurance period, and if this injury results in death which occurs not later than one (1) year after the accident having caused the death, the sum insured shall be paid to the beneficiary in accordance with laws and regulations of the Republic of Latvia.

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

BLOCK OF INSURED RISKS III – BAGGAGE

1. The Block of Insured risks BAGGAGE contains:

- **Baggage delay;**
- **Baggage loss during an air flight;**
- **Damage of baggage during the flight;**
- **Theft of the baggage during a travel, except during the flight;**
- **Sports equipment delay, loss, damage and theft.**

2. In these conditions, the term „baggage” includes all the bags and suitcases taken, along with their contents, all together, regardless of the number of bags and/or suitcases.

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

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

4. In the case of travel of the Insured by air, the insurance shall apply to the baggage only if the baggage is registered in the name of the Insured.

5. Baggage delay

5.1. If during a travel outside the country of residence, following an air flight the Insured's baggage is delayed for no less than four (4) hours, the Insurer shall cover the Insured's costs, provided that the following conditions are met:

- the purchases are essential hygiene products, and proper clothing suitable to the relevant climatic conditions;
- the purchases have been made to replace the personal clothing and essential hygienic products left in the delayed baggage or baggage unit.

5.2. The amount paid for the baggage delay will be deducted from the insurance indemnity to be paid, if the baggage or a separate luggage bag or suitcase is lost in accordance with paragraph 6 of this Section.

5.3. The following costs of the Insured shall not be reimbursed in the case of baggage delay:

- for food;
- for beverages;
- for use of any means of transport in order to receive the delayed baggage or baggage unit at the airport;
- if baggage has been delayed when the Insured returns to his/her country of residence.

6. Baggage loss during an air flight

6.1. If during an air flight the baggage that was registered in the name of the Insured and that was under management of the airline is lost, the Insurer shall pay insurance indemnity to the Insured for the baggage loss only when the relevant airline has acknowledged the fact of loss of baggage in writing and issued a statement containing confirmation of the fact of the baggage loss and specification of the compensation paid.

6.2. In the case of lost baggage the Insurer shall pay insurance indemnity in amount equivalent to the actual value of the baggage.

6.3. In the event if the Insured can not documentarily prove the actual value of the lost baggage, the Insurer calculates the value of the baggage basing on the price level at the moment of the loss of the baggage, applying the baggage value decrease factor of 15 % due to the wear and tear thereof.

6.4. In the event if the airline, which was in charge of the insured baggage, has acknowledged its responsibility for the loss of the baggage and paid compensation to the Insured, the Insurer shall reimburse the difference between the actual value of the baggage and the compensation paid by the airline, not exceeding the maximum sum insured for the baggage loss risk specified in the insurance policy and complying with the provision of paragraphs 6.1.–6.3.

6.5. Any insurance indemnity amount having been paid out previously in connection with delay of the same baggage shall be deducted from the insurance indemnity to be paid out, if the delay has taken place according to the provisions of paragraph 5.

6.6. In the case if the airline has not provided an opinion on the baggage loss within 60 (sixty) days following the baggage delay date, the Insurer shall pay out insurance indemnity pursuant to provisions of regarding baggage loss of the present conditions, however, not exceeding the maximum sum insured for the baggage loss risk specified in the insurance policy.

7. Damage of baggage during the flight

If after the flight it is recognized that damage has been made during the flight to the Insured's:

- luggage bag or suitcase, which was registered for the flight in the name of the Insured and was under management of the airline, the Insurer shall

cover the damaged bag or suitcase repair costs. In the case when the damaged bag or suitcase can not be repaired, the Insurer covers the costs incurred by the Insured for purchase of a new suitcase or bag equivalent to the damaged one;

- as to belongings of the Insured that were held in the damaged luggage bag or suitcase, the Insured shall be compensated for costs incurred by him/her in connection with purchase of items equivalent to the damaged ones.

8. Theft of the baggage during a travel, except during the flight

8.1. If during a trip, with the exception of flight time, the Insured's whole baggage is stolen or robbed, the Insurer shall reimburse the Insured's expenses for purchases with the purpose to replace the stolen baggage items.

8.2. Maximum sum insured for purchase of all the replacement items shall not exceed the sum insured for the baggage theft risk specified in the insurance policy.

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

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

9. Theft, delay and loss of sports equipment

9.1. Insurance of the Insured's sports equipment is in effect under the condition that such insured risk is included in the Insured's travel insurance cover.

9.2. If the Insured is travelling with the intention to participate in sporting activities, taking with him/her the relevant sports equipment, and if this sports equipment, regardless of the number of items of equipment, is stolen during the trip, with the exception of flight time, the Insurer will reimburse the expenses of the Insured according to one of the following options:

- either the costs of new equivalent sports equipment purchased abroad;
- or the Insured's costs incurred for rental of equipment in the foreign country.

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

9.4. Upon agreement with the Insurer, expenses incurred by the Insured in the country of residence for purchase of sports equipment equivalent to the stolen equipment may be reimbursed, however, not exceeding 50 % of the value thereof, subject to the above provisions of this section.

9.5. If, after an air flight the Insured's sports equipment is delayed for more than 4 (four) hours, the Insurer compensates the Insured's costs of sports equipment rental, provided, however, that equipment rental expenses are indemnified only up to the day (including that day) when the Insured receives his/her equipment that was delayed after the air flight.

9.6. If the sports equipment, which was registered for the flight on the name of the Insured as a baggage and was in charge of the airline, is lost during the flight, the Insured shall be paid an insurance indemnity for the loss of sports equipment only when the loss is acknowledged by the airline that conducted the relevant flight and when the airline has issued a statement confirming the fact of loss of the equipment. While the lost sports equipment is in the search, the Insured is entitled to rent sports equipment abroad. If the searched sports equipment is recognized as a loss, the Insurer shall pay the Insured the insurance indemnity, taking into account the actual value of the lost equipment, up to the sum insured specified in the insurance cover for sports equipment loss risk minus the cost of equipment rental abroad.

9.7. If during an air flight there is damaged one or more items or parts of sports equipment, which was registered for the flight on the Insured's name as a baggage and was in charge of the airline, the Insurer shall pay the costs of repair of the damaged sports equipment. In the case if the damaged sports equipment can not be repaired due its irreversible damage, and/or if due to the equipment damage it is no longer fully suitable for further use for the intended purpose, the Insurer shall compensate either the Insured's costs of rental of sports equipment or the Insured's costs of purchase of a new equivalent equipment, subject to the sum insured specified in the relevant insurance cover. The Insured can not receive insurance indemnity both for the equipment rental and the purchase of new equipment.

10. Exceptions in insurance of baggage risks

Insurance indemnity shall not be paid in the following cases relating to the baggage risks:

- for scratched or broken glass items or other breakable items;
- for damage to the Insured's baggage or individual items caused by leakage of a liquid contained therein;

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

- if within 24 hours of establishment of the fact, it was not reported to the airline;
- for loss of cash, currency or banknotes, credit cards, checks, travel tickets, all kinds of securities, coupons, private documents, manuscripts, presentation materials;
- for loss of or damage to jewellery or precious metals, furs, antiques and rare objects or works of art;
- for vehicles or their accessories (accessories, spare parts);
- for loss of or damage for musical instruments;
- for baggage loss, occurring in unclear circumstances and/or within the airport territory before the departure of the Insured by the intended airline flight;
- for theft of separate luggage items from the Insured's baggage which was in charge of the airline during the air flight;
- if sports equipment damage has been minor, so that it is fully suitable for further use for the intended purpose,
- if the Insured can not prove with documents the relevant baggage insurance case.

BLOCK OF RISKS INSURE IV – TRAVEL PROCESS

1. The Block of Insured risks TRAVEL PROCESS contains:

- Late arrival at place of departure;
- Delayed or temporarily cancelled flight;
- Delayed transit;
- Travel interruption;
- Travel cancellation;
- Alternative transportation costs due to natural disasters;
- Electronic business device theft or damage;
- Loss or theft of documents;
- Insurance against theft of purchases made with payment card.

2. Late arrival at the airport

2.1. The Insured's costs associated with late arrival at the airport are reimbursed if this risk is specified in the insurance policy.

2.2. In the context of the present Insurance Conditions, late arrival at the airport which is the starting place for travel is a situation when the Insured has arrived late, i.e., when the check-in for the relevant flight is already terminated, due to the following reasons:

2.2.1. the vehicle used by the Insured to come to the airport has been involved in a road traffic accident on the way;

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

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

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

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

2.4. Exception when the costs are not reimbursed

The Insurer shall not reimburse the Insured's costs associated with delayed arrival at the airport if the arrival at the point of departure has been delayed due to acts of official state authorities.

3. Delayed or temporarily cancelled flight

3.1. Flight delay or temporary cancellation risk is relating to each flight of the Insured separately.

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

- for meals, hotel and transportation from the airport to the hotel and back, having been incurred due to delay or temporary cancellation of the air flight, not exceeding the sum insured for flight delay or temporary cancellation risk specified in the insurance policy, for the period from the officially scheduled time of departure of the air flight till the actual departure by the next possible flight;
- 50 % of the price of another new airline ticket or a ticket of other type, which has been bought by the Insured with the purpose to continue the

travel by another flight or by other means of transport, instead of the delayed or temporarily cancelled air flight.

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

3.4. Exceptions regarding flight delay or temporary cancellation risk

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

- if the flight is delayed or temporarily cancelled for a period of less than 4 (four) hours;
- if the Insured has not been checked-in for the particular flight;
- for the purchase of alcoholic beverages;
- when the expense is borne by trip organizer or other third party;
- expenses reimbursed by the relevant airline under the Montreal International Air Carrier Liability Convention (28.05.1999) and the European Parliament and European Council Regulation No.261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights;
- if the Insured can not provide to the Insurer a documentary proof of flight delays or temporary cancellation.

4. Delayed transit

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

- re-ticketing or purchase of a new economy class ticket, to continue the intended travel with the same means of transport or an alternative means of transport;
- hotel costs at the transit point, if due to technical reasons it is impossible to continue the trip at once;
- 50% of the costs of the booked and paid hotel accommodation in the travel destination point for as many days as the Insured could not stay in this hotel.

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

4.3. Exceptions in case of delayed transit

Insurance does not cover the Insured's expenses, if:

- the transit period, that is, the period between the scheduled arrival time of the flight at the transit point and the time of commencement of the travel with the next transport vehicle, is 2 (two) hours or less;
- the transit period, that is, the period between the scheduled arrival time of the flight at the transit point and the time of commencement of the travel with the next transport vehicle, is 12 hours or more;
- at the transit point the Insured is refused a place on board due to lack of free places;
- transit is delayed due to the fact that the arrival to the transit point has been delayed by official authorities;
- the costs have been covered by another person or airline company;
- late arrival at the departure place occurred due to errors made by the transport company or the travel organizer in organizing traffic, computer error or negligence from the part of the employee responsible for arrangement and planning of the Insured's travel.

5. Travel interruption

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

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

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

- a sudden and unexpected acute illness of a first-degree relative of the Insured, in the result of which the relative is placed in a hospital or dies;

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

- a road traffic accident has occurred resulting in damage to the motor vehicle by which the Insured has travelled, and the vehicle technical damage makes it impossible to continue the journey, so that the Insured must return to his/her country of residence;
- criminal attack on the passenger vehicle by which the Insured has travelled, vehicle theft and robbery;
- sudden natural disasters that have not previously been reported in the media and that have taken place in the foreign country, which must be crossed in order to come to the destination country, or in the travel destination country.

5.4. Travel interruption expenses shall not be reimbursed if:

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

5.4.2. additional costs have been covered by another person.

6. Travel cancellation

6.1. The Insurer shall cover unforeseen expenses incurred by the Insured in the case of cancellation of the travel that has been planned and paid by the Insured, i.e., if the Insured's travel is cancelled when the Insured still is in his/her country of residence and has not started the travel yet, due to the following circumstances:

6.1.1. a sudden, unforeseeable, acute illness of the Insured, which caused necessity of emergency medical aid or inpatient medical treatment in a 24-hours hospital;

6.1.2. a sudden, unforeseeable, acute illness of the Insured, due to which, according to a medical opinion, the Insured is not allowed to have the travel paid by him/her;

6.1.3. the Insured's death;

6.1.4. an accident, in which the Insured was involved and in the result of which the Insured sustained severe physical injuries;

6.1.5. a sudden, serious, life-threatening, critical illness, accident or death of a first-degree relative of the Insured;

6.1.6. property loss or serious material damage to the Insured's private real property or an undertaking owned by the Insured where the loss/damage resulted from a crime, fire or natural disaster and where as a result of an ongoing investigation in connection therewith the Insured can not go off on the expected travel.

6.1.7. personal reasons, which means a situation when the Insured abandons the paid travel due to any reasons important to the Insured.

6.2. The fact of travel cancellation shall be reported to the Insurer as soon as practically possible, however, not later than before the end date of the planned travel.

6.3. In case of cancellation of a travel, the Insurer shall compensate the Insured only for those paid travel costs, which the Insured can not recover from the travel organizer, travel service providers and passenger carrier in accordance with terms and conditions of the contract with the travel organizer, travel service providers and passenger carrier.

6.4. In case of cancellation of a travel the Insurer shall pay to the Insured the difference between the pre-paid travel expenses and the amount of compensation recovered from service providers, deducting the deductible of EUR 100 (one hundred euro) from the insurance indemnity, with the exception of travel cancellation for personal reasons when the deductible is 30 % (thirty percent) of the irrecoverable amount.

6.5. If a family or group of persons including the Insured has planned a joint travel, and if the Insured's travel insurance cover includes the travel cancellation risk and if the Insured has had paid total expenses of the entire family or group for the travel or the travel package, which fact is confirmed by one common bill/receipt, then, in the case of occurrence of an insured event for one or more members of this group of travellers in accordance with the travel cancellation risk provisions specified in these insurance conditions, the insurance indemnity for each person is calculated by dividing the total sum paid for the travel by the number of travellers, and the amount of deductible according to the paragraph 6.4 above is detracted from the insurance indemnity amount payable to each person.

6.5. Exceptions in case of occurrence of travel cancellation risk

Insurance shall not cover the travel cancellation costs:

- that in full or in part have already been compensated to the Insured by the service provider;
- if the Insured or the Insured's authorized representative has informed the Insurer of the cancellation of travel and related conditions after the scheduled but cancelled date of return of the travellers.

7. Alternative transportation costs due to natural disasters

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

- for endorsement of the purchased ticket to another time or flight, or
- for purchase of a new economy class ticket, or
- for purchase of a ticket for travel by any other alternative means of transport, or
- the difference between the new/alternative transport ticket and compensation paid by the airline if the compensation is paid only in part.

7.2. Insurance indemnity shall not exceed the insurance sum stated in the insurance policy for covering the alternative transportation costs.

7.3. Exceptions when the alternative transportation costs are not reimbursed:

- the expenses have been compensated in full by the relevant airline or another third party;
- the Insured can not present a statement issued by the airline confirming the fact of cancellation of the flight;
- the flight is cancelled for less than 12 hours.

8. Electronic business device theft or damage

8.1. Electronic business devices are portable electronic devices that the Insured takes with him/her in the journey.

8.2. Electronic business devices are insured:

- against theft;
- against damage caused in the result of third parties' malevolent acts.

8.3. If during the Insured's travel any of his/her business devices is stolen or damaged, the Insurer shall reimburse the Insured's costs for:

purchase of a new device in replacement of the stolen one;

repair of the damaged device but if it is impossible to repair it, for purchase of a new device in replacement of the damaged one.

8.4. Maximum insurance indemnity for purchase of one new device and/or all new devices may not exceed the amount of insured sum specified in the insurance cover of this insured risk.

8.4. The Insured shall inform the police of the relevant foreign country about the incident no later than 24 (twenty four) hours after the theft or establishing the fact of damage and request a statement of the police which confirms registration of the incident.

8.5. Exceptions

Insurance indemnity shall not be paid in the following cases:

- the Insured has not reported to the police of the relevant foreign country about the incident within 24 (twenty four) hours after the theft or after establishing the fact of damage of the electronic business device;
- the Insured has reported to the police of the relevant foreign country about the theft or damage of the electronic business device only after departure from this country, being already in the territory of another country;
- the Insured can not present a statement of the police of the country where the electronic business device was stolen or damaged;
- the Insured's electronic business device has been left unattended in a publicly accessible place.

9. Document loss or theft

9.1. Within the meaning of these insurance conditions, the following documents are considered documents taken with when travelling:

- passport;
- personal identification card;
- driver's license;
- payment card.

9.2. If documents are lost or stolen, the police of the relevant foreign country shall be informed immediately; the police shall confirm the fact of loss or theft of the documents issuing a statement of confirming the incident.

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

- for receipt of an document certifying the identity of the Insured;
- for telephone calls;
- travel expenses for trips to/from relevant official state institutions;
- hotel costs if without a substituting document it is not possible to travel to the country of residence;
- economy class return ticket if the Insured is unable to return from the travel to his/her country of residence in time due to the loss or theft of the documents.

9.4. Exceptions when the insurance indemnity is not paid

No costs shall be reimbursed in case of loss or theft of personal documents, if the Insured has not reported the incident to:

- the police of the relevant foreign country;
- has not immediately informed the issuing authority of the relevant document.

10. Insurance against theft of purchases made with payment card

10.1. Insurance of purchases made with payment card abroad is in effect if such insured risk is mentioned in the Insured's insurance cover.

10.2. If during a travel any purchases made by the Insured outside the country of residence have been stolen, the Insured must within 24 (twenty four) hours inform thereon the police of the relevant foreign country.

10.3. The Insurer shall reimburse the costs of the Insured for purchases made and stolen in accordance with purchase supporting documents.

10.4. The Insurer shall reimburse the Insured's expenses for the stolen purchase in amount specified in shop's purchase receipt and confirmed by the POS terminal printout, or other purchase document supporting the fact that the purchase was made by the Insured with a payment card of certain type issued on his/her name. From the amount paid for each theft case, regardless of whether the purchase amount is equal to or less than the sum insured specified in the insurance cover, a deductible amount of 50 EUR (fifty euro) will be deducted. If the value of the Insured's purchase stolen at one time exceeds the maximum sum insured specified in the insurance cover, the Insurer pays the maximum sum insured, from which the said amount of the deductible is deducted.

10.4. Exceptions when the insurance indemnity is not paid:

- if the theft of the Insured's purchase has taken place later than 1 (one) month after the date of purchase;
- the Insured has not reported to the police of the relevant foreign country where the purchase was stolen within 24 (twenty four) hours after the establishing the fact of theft;
- the Insured has reported to the police of the relevant foreign country about the theft of the purchase only after departure from this country, being already in the territory of another country;
- the Insured can not present a statement which is issued by the police of the country where purchase was stolen and which confirms the fact of theft;
- if the Insured can not present both of the original purchase supporting documents – the shop's purchase receipt and the POS terminal printout for payment with the Insured's payment card, or other purchase supporting document;
- the Insured's purchase has been left unattended in a publicly accessible place;
- if instead of the Insured the purchases were made by another person who is not an Insured under the insurance conditions.

BLOCK OF INSURED RISKS V - LIABILITY

1. The Block of Insured risks LIABILITY consists of:

- Personal third-party liability;
- Security deposit payment for road traffic accidents;
- Legal assistance.

2. Personal third-party liability

2.1. The Insurer shall pay compensation for injury, disablement or death or property damage caused/created by the Insured as a private person to a third party outside the country of residence and for which the Insured is liable under the laws and regulations of the relevant country where the incident happened, provided that the liability is attributable to the Insured's acts or omissions during the period of his/her travel insurance.

2.2. The Insurer shall pay compensation for damages to a third party specified in Paragraph 1 of these Conditions and caused by a minor child of the Insured, who is not more than seven years old and who is insured together with the Insured under the insurance contract.

2.3. Insurance indemnity amount paid by the Insurer for loss or damage caused by the Insured to a third party shall include legal costs incurred in connection with defence against the claims brought to the court against the Insured.

2.4. All losses and expenses arising from and relating to one and the same event or events are considered one insured event.

2.5. If the Insured has insured his/her third-party liability with several insurers, the Insurer shall pay insurance indemnity in proportion to the third-party liability limit of the Insured specified in the insurance policy.

2.6. If several persons are jointly liable for a loss or damage, the Insurer shall compensate only those losses or damages that have been caused directly by the Insured.

2.7. Without written consent of the Insurer, the Insured, the Policyholder or another person shall not be entitled, acting on behalf of the Insurer or their representatives, to make a confession, make an offer or promise, receive or pay compensation or recognize third-party liability. The Insurer shall have the right but not the obligation, acting on behalf of the Insured, to take over and manage the defence or settlement of the claim, in order to continue settlement of the compensation or damage claim for his own benefit acting on behalf of the Insured.

2.8. In addition to the exceptions mentioned in Paragraph 5, part A, hereof, insurance indemnity shall not be paid in the following cases:

- 2.8.1. for financial losses of any kind and nature;
- 2.8.2. if the Insured has caused damage or injury to any third party, while under the influence of alcohol in any degree of intoxication, or under the influence of narcotics or toxic substances in any degree of intoxication;
- 2.8.3. if the legal liability is directly or indirectly related to a power-operated machine, land, air or water transport vehicle, regardless of whether the insured person was the owner, driver, pilot or a person who was supervisor of the pilot, or a person for whom the insured person was legally responsible;
- 2.8.4. in cases where the damage was caused by animals, which are owned by or which are under control of the Insured, or owned by a person, for whom the Insured was legally responsible;
- 2.8.5. for a damage to real property, irrespective of whether the real property was owned by the Insured or the Insured was renting it for short-term or long term accommodation, or the real property was the place used by the Insured for accommodation while travelling outside the country of residence (except where the Insured not intentionally caused damage or loss to facilities/equipment/appliances or furniture in a hotel or rented apartment where the Insured was staying during the travel insurance period, provided that the loss or damage was not caused due to wear and tear or improper or negligent use thereof);
- 2.8.6. for any damage caused by the Insured in connection with his/her professional or business activities, or in connection with performance of his/her work duties;
- 2.8.7. for any damage in connection with and due to any agreement, warranty, guarantee, lease contract, or any other contract entered into by and between the Insured and a third party;
- 2.8.8. in case of injury or illness of any person, who under an employment contract was working for or was employed by the Insured, or executed duties of an apprentice, and/or if the damage was caused by performance of work assigned by the Insured;
- 2.8.9. in cases where a third party can receive insurance indemnity for legal liability from another insurance company, with which it has entered into an insurance contract;
- 2.8.10. if the Insured had acted knowingly unlawfully or acted with gross negligence thus causing injury to a third party;
- 2.8.11. if the Insured caused loss of or damage to himself/herself or property owned by him/her, or if the Insured caused damage to another person, with whom he/she travelled together.

3. Security deposit payment for road traffic accidents

3.1. If during the travel a road traffic accident has happened and the Insured is arrested or is liable to arrest, then in case where, in accordance with the relevant foreign local law , it is possible to release the Insured until the scheduled court hearing date, the Insurer can arrange payment of the necessary security deposit for release of the Insured when a person authorized by the Insured has paid the required security deposit amount in the Insurer's Cash Department or bank account in the Republic of Latvia.

3.2. If in accordance with the court decision the Insured is not found guilty, the Insurer shall reimburse the security deposit amount paid by the Insured, up to the maximum amount specified in the insurance cover, but if the Insured is found guilty, then the amount of the paid security deposit is not reimbursed.

4. Legal assistance

4.1. In the context of these conditions, legal assistance is to be understood as payments made by the Insured to a foreign lawyer or law firm for preparation of particular statements of claim, submission thereof to relevant state authorities and defence provided that the expenditure for legal assistance before any payment is agreed with the Insurer.

4.2. The Insurer shall indemnify the Insured's necessary and reasonable expenses relating to legal assistance abroad during the insurance period, when the expenses are incurred due to the following reasons:

- road traffic accident where the Insured is involved;
- foreign local administrative laws and regulations breach due to mild negligence from the part of the Insured;
- bringing of an action by the Insured in the capacity of victim, for examination by a court of first instance;

- a civil action brought against the Insured as an offender in connection with an offence;
- the Insured's detention as a suspect or accused.

4.3. The following expenses are not reimbursed:

- 4.3.1. The Insured's expenses for legal services, if the Insured has refused from free-of-charge legal assistance in a foreign country, which according to the intergovernmental treaties the Insured was entitled to receive;
- 4.3.2. fines or expenses for penalties;
- 4.3.3. expenses not previously agreed with the Insurer;
- 4.3.4. if the Insured has not complied with the Insurer's or the Insurer's representative's guidance on activities after the event in question;
- 4.3.3. if the case in opinion of the foreign lawyers already from the outset are considered to be hopeless;
- 4.3.4. incurred in connection with the Insured's occupation, employment contractual relationships, business, any rental, lease or other types of contracts or any profit-gaining activity;
- 4.3.5. the Insured's foregone earnings;
- 4.3.6. travel and temporary living expenses abroad;
- 4.3.7. the Insured fails to submit to the Insurer a contract with the provider of legal assistance, in which there is stated the reason for and exactly what legal assistance is provided to the Insured, as well as receipts, checks for the payment of legal services;
- 4.3.8. the event has occurred due to criminal activity.
- 4.3.9. In exceptional cases referred to in Paragraph 2 of Block V of Part B of these Insurance Conditions.

VI. DOCUMENTS FOR ASSESSMENT OF INSURED EVENT

1. In order to evaluate and establish whether the insured risk occurrence event is an insured event, the indemnity recipient must submit:

1.1. In all cases:

- 1.1.1. Written claim of the Insured or the Policyholder on occurrence of an insured risk;
- 1.1.2. A copy of the passport or another identity document;
- 1.1.3. Travelling documents.

1.2. The following documents must also be submitted in addition to paragraph 1.1:

- 1.2.2. In case of a sudden illness or accident – medical certificate containing precise diagnosis and original invoices;
- 1.2.2. In case of transportation – transportation costs receipts;
- 1.2.3. In case of compensation of travel expenses of one first-degree relative (friend, relative) – copy of an identity document, a copy of the airplane or train ticket, bill/receipt confirming payment of the tickets;
- 1.2.4. In case of substitution of the Insured – application of the Insured's employer – an explanation of the importance of the mission that was interrupted and not fulfilled and finalized by the Insured, the duration of the mission, as well as containing information on the substitute's name, surname, personal identity number, and a copy of the flight ticket or train ticket purchased to the substitute person, an invoice/receipt confirming payment for the ticket;
- 1.2.5. In case of disablement of the Insured – opinion of the Health and Work Capability Expertise Medical State Commission;
- 1.2.6. In case of death – a copy of the death certificate and an excerpt certified by a sworn notary, or a court decision on distribution of inheritance;
- 1.2.7. In case of delayed baggage and in case of delay or temporary cancellation of an air flight – a copy of airline ticket, baggage registration voucher, embarkation coupon, certificate issued by the airline about delay of baggage or flight delay/cancellation specifying the time of the delay/cancellation and the reason of the flight delay/cancellation, as well as receipts of unexpected purchases incurred in connection with the baggage or flight delays;
- 1.2.8. In the case of lost baggage during an air flight – a copy of airline ticket, baggage voucher, certificate issued by the airline and certifying the fact of baggage loss and payment of compensation to the Insured, receipts (if any) of purchases made during the travel, list of personal belongings making the content of the baggage and approximate value thereof;
- 1.2.9. In the case of damage to a baggage suitcase or bag during an air flight – a copy of airline ticket, baggage voucher, certificate issued by the airline and certifying the fact of damage to a baggage suitcase or bag, list of damaged belongings/items, photos of the damaged suitcase or bag and damaged items as well as purchase supporting documents confirming purchase of a new and equivalent travel suitcase or bag if it was impossible to repair the damaged one and confirming purchase of equivalent belongings/items;
- 1.2.10. In the case of theft of the baggage – a copy of airline ticket, baggage ticket, certificate of baggage theft issued by the police, receipts of purchases

made during the travel, if such are made, list of personal belongings making the content of the baggage and approximate value thereof;

1.2.11. Delayed arrival at the place of departure – copy of travel tickets, traffic police certificate attesting the fact of occurrence of an accident involving the Insured on the way to the airport, the police statement of an attack referred to in the Criminal Code, which resulted in damage to the Insured;

1.2.12. In case of delayed transit – all the connecting trip ticket copies, documents confirming delay or temporary cancellation of the flight, which was the reason for missing the next, connecting travel, invoices/receipts for the replacement trip or accommodation expenses;

1.2.13. In case of travel interruption – copy of travel tickets, documents confirming the need to interrupt the ongoing travel, invoices/receipts for the paid return travel and/or accommodation expenses;

1.2.14. In case of travel cancellation – a copy of the travel ticket, all receipts or bills confirming payment of the intended travel or travel package by the Insured, certificate issued by the travel organizing company and confirming the travel planned by the Insured as well as specifying the amount recovered by the travel organizing company for the travel cancelled, and a copy of the contract having been entered into between the Insured and the travel organizing company, certificate issued by a physician-specialist and containing diagnosis of illness of the Insured or his/her first-degree relative (in the case of sudden illness), a copy of the death certificate (in the case of death), certificate issued by the police confirming the occurrence of the event relating to the Insured's property (in the case of loss of or damage to the property); explanation of trip cancellation circumstance when the cancellation occurred due to personal reasons;

1.2.15. In case of alternative transportation costs – copy of travel tickets, documents confirming the need to use alternative means of transport due to natural disasters, a statement from the airline on a partial payment of compensation or on refusal to pay compensation, invoices/receipts for use of alternative transport;

1.2.16. In case of theft or damage of electronic business devices – copy of travel tickets, police statement, certificate and/or receipt on repair of the damaged electronic business device or purchase of a new equivalent electronic device;

1.2.17. In case of loss or theft of documents – copy of travel tickets (if travelling with an official means of transport – airplane, ferry, train, bus), statement of the police of the relevant country, a copy of the Insured's application addressed to the official governmental body representing the Insured's country of residence in the relevant foreign country, a copy of the renewed passport or return certificate, invoice confirming payment of the fee to the relevant institution for the issuance of the substituting document, telephone account statement confirming the fact of calling the official governmental bodies, transport expenses receipts;

1.2.18. in case of theft of purchases made by payment card – travel supporting documents, statement of the police of the relevant country where the theft took place, the shop's cash register receipt, which clearly describes the purchase, date and price of the purchase, POS terminal printout, or other document supporting the purchase, a copy of the payment card used for payment for the purchase;

1.2.19. In case of third-party liability – travel supporting documents, documents proving the material losses caused by the Insured to a third party or his/her property, and other documents related to the underlying liability case and the circumstances thereof;

1.2.20. In case of payment of security deposit – statement of the police of the country where the road accident occurred, copies of documents confirming institution of court proceedings, certified power of attorney issued by the Insured to a third party to pay a security deposit in the Insurer's account, a copy of the security deposit payment document, court decision;

1.2.21. In case of legal assistance – evidence of the need to receive legal assistance, as well as evidence of reception of legal assistance.

VII. PROCEDURE OF PAYMENT OF INSURANCE INDEMNITY

1. The Insured or a representative of the Insured (a banking specialist) submit a written claim to the Insurer on occurrence of an insured risk; a payment warranty claim or invoice may be submitted also by a medical institution, which provided emergency medical assistance to the Insured.

2. The claim is registered no later than within 2 (two) working days after receipt of the claim. In case of missing documentation it is requested from the Insured or the Insured's representative. If these documents are not received within 1 (one) month, a repeated request is sent.

3. The Insurer examine the claim and other documents received from the Policyholder and/or the Insured person within 7 working days in order to establish whether the insured risk occurrence event is an insured event:

3.1. if an insured event is established and if the parties have agreed upon the amount of the insurance indemnity:

- the Insurer adopts decision on payment of the insurance indemnity;
- the Insurer pays the insurance indemnity within 5 (five) working days after the date of adoption of the decision.

3.2. if an insured event is established but the parties have not agreed upon the amount of the insurance indemnity:

- the Insurer shall have the right to request additional documents for calculation of the insurance indemnity amount, agreeing the information to be requested and the request type with the Policyholder;
- the Insurer, at his sole discretion, may pass decision on engagement of a medical expert for determination of the insurance indemnity amount; the medical expert's opinion shall be binding to the Insured; costs of expert examination shall be borne by the Insurer;
- upon evaluation of the expert's opinion, the Insurer shall adopt decision on the amount of the insurance indemnity and other disputable issues, informing at the same time the Policyholder and agreeing with him the procedure of communication of the decision;
- the Insurer pays the insurance indemnity within 5 (five) working days.

3.3. The Insurer shall reimburse the costs and/or additional costs incurred by the person who has submitted documents confirming occurrence of the insured event:

- the Policyholder, the Insured or any other person authorized by them, if they themselves have made the payment for the service;
- directly to the service provider or other person who is legally entitled to receive the insurance indemnity on the basis of the payment documents submitted.

3.4. if an insured event is not established:

- the insurer adopts decision on refusal of payment of insurance indemnity; the Policyholder shall be the first person who is informed about this decision;
- upon agreeing with the Policyholder, the Insurer or the Policyholder shall inform the Insured about this decision within 5 (five) working days.

4. The insurance indemnity is paid according to the principle of compensation, unless the parties have agreed otherwise; except for the insured risks „Death” un „Irreversible disablement”, for which the insurance indemnity is paid according to the fact in accordance with the conditions set out in the insured risk block ACCIDENTS;

5. The Insurer compensates the recipient of indemnity only for those losses that have been caused in connection with the insured event and that have been proved by relevant documents.

6. From the insurance indemnity to be paid for the insured event, the amount of deductible is deducted if it is provided under the insurance conditions and unless the parties have agreed otherwise.

7. The written claim submitted by the Policyholder and/or the Insured shall be examined in the Republic of Latvia, basing on the insurance conditions in the Latvian language, in accordance with the existing laws and regulations of the Republic of Latvia. If the conditions of insurance are translated and if a dispute is arisen because of translation, the text of the conditions in the Latvian language shall prevail.