

# Travel Insurance Terms & Conditions for Insuring Luminor Bank VISA Classic and Mastercard Credit/PINS

Nr. CA/LUM-CS 10-2018



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#### Insured Risks and Insurance Amounts.

##### VISA CLASSIC AND MASTERCARD CREDIT/PINS CREDIT CARD PROGRAMME

Insured Risks	Sum of Insurance (EUR)
<b>Medical expenses, incl.</b>	<b>65 000</b>
Medical transport	65 000
Medical transport in the Home Country	65 000
Repatriation in the event of illness/death	65 000
Dental expenses	500
Medical auxiliaries	500
Hospital day amount (per each day)	20
<b>Accident resulting in death or disability</b>	<b>15 000</b>
<b>Private third-party liability</b>	<b>10 000</b>
<b>Legal assistance</b>	<b>1 000</b>

### Annex 2

#### Increased-Risk Physical Activities Included in the Insurance Protection.

##### THE INSURANCE PROTECTION DOES NOT APPLY TO PROFESSIONAL SPORTS AND PARTICIPATION IN ALL KINDS OF COMPETITIONS.

Aerobics, fitness, gym training, yoga, dancing, swimming, running, cycling, skateboarding, roller skating, skating, distance skiing, biathlon, hockey, football, basketball, volleyball, beach volleyball, handball, tennis, floorball, frisbee, rugby, baseball, badminton, bowling, table tennis, golf, curling, cricket, polo, riding a motorboat or jet ski (inland and coastal waters), flying a hot air balloon (as a passenger), angling, Nordic walking, orienteering, hiking in the mountains up to 3000 m and without mountaineering equipment, paintball, shooting, swimming with a mask (snorkelling), scuba diving up to 10 meters deep, rafting, driving a quadracycle, a scooter, sailing in inland or coastal waters, fencing, kayaking, triathlon, athletics, wind surfing, wakeboarding, water skiing, surfing, motorsport, hunting, safari.

Engaging in skiing, snowboarding and riding a snowmobile is only insured for tracks specially arranged for such purpose.

## TERMS

**Insurer** – ERGO Insurance SE, registered in the Commercial Register of the Republic of Estonia under registration No. 10017013, registered office: A.H. Tammsaare tee 47, Tallinn, 11316, Estonia, which is represented in the Republic of Latvia by ERGO Insurance SE Latvian Branch, registration No. 40103599913, registered office: Skanstes iela 50, Riga, LV-1013. The Insurer's type of commercial activity is the provision of insurance services. The Insurer's activity in Latvia is monitored by the Financial and Capital Market Commission, address: Kungu iela 1, Riga, LV-1050.

**Bank** – Luminor Bank AS, which is considered to be the Insured for the purpose of the Insurance Contract.

**Policy** – the document confirming the signing of the Insurance Contract and all of its annexes, amendments and addenda, as agreed upon between the Insurer and the Bank during the validity of the Insurance Contract;

**Insurance Contract** – an agreement between the Insurer and the Bank regarding the insurance terms and conditions, wherein the Policy and these conditions shall form an integral part.

**Card** – VISA Standard, VISA Classic, Mastercard Credit or Mastercard Classic credit card issued by the Bank.

**Cardholder** – a natural person, whom the Bank has issued the Card and whose first name and surname is provided on the Card.

**Relatives** – a spouse or a civil partner of the Cardholder, having a joint household with the Cardholder for at least a year and children of the Cardholder (biological and adopted) under 18 years of age (inclusive) and children of the Cardholder (biological and adopted) aged 19 to 24 (inclusive) who are full-time students.

**Customer** – the Cardholder and the Relatives, if they travel together with the Cardholder (Cardholder and Relatives have a common location). All of these persons together with the Insured for the purpose of the Insurance Contract Law.

**Sum of Insurance** – The amount provided in the Insurance Contract, for which the Customer's interest is insured not to suffer losses in the case of the occurrence of an insured event. The total Sum of Insurance for all Customers in one Travel is provided in Annex 1 hereto. After payment of the Insurance Indemnity for the specific risk, the Sum of Insurance decreases in accordance with the paid Insurance Indemnity amount. In the case of multiple insurance events as a result of one of the Insured risks, the total Insurance Indemnity amount may not exceed the Sum of Insurance of the specific Insured Risk as provided in Annex 1 hereto. The Sum of Insurance for insuring civil liability is a liability limit of the Insurer.

**Insured Risk** – any potential future event which is specified in Annex 1 hereto, the occurrence of which is beyond the will of the Customer.

**Insurance Indemnity** – a payable amount of money or services that can be provided in accordance with the Insurance Contract in the case of the occurrence of an Insurance Event.

**Travel** – a journey of the Customer outside the Country of Residence. The Travel begins when the Customer leaves the Country of Residence by crossing its border and ends when the Customer returns to the Country of Residence.

**Home Country** – the country of the Customer's citizenship and/or the country which issued a permanent or temporary residence permit to the Customer.

**Foreign Country** – a country which is not the Republic of Latvia and the Home Country.

**Sudden or Acute Illness** – earlier unpredictable, unexpected worsening of the Customer's health status, which is not a continuation or consequences of the health status of the Customer, when starting the Travel, and/or prior to the Travel.

**Accident** – an event when, as a result of an unexpected effect of an external force on the body of the Customer, lasting harm is incurred to the Customer's health, contrary to his/her will, or if death of the Customer occurs.

**Repatriation** – transportation of the Customer or their mortal remains to the Home Country.

**Emergency Medical Treatment** – medical services, which are required to be provided to the Customer urgently, due to an acute worsening of the Customer's health status caused by a sudden illness or the Accident, to prevent further worsening of the Customer's health status and/or threats to the Customer's life.

**Chronic Disease** – a health status opposite to the Sudden Illness – progressive deterioration of physiological processes and body functions that have developed internally and over a prolonged period, which is characterised by more or less frequent drastic changes of the health status (illness outbreak), irrespective of whether such condition has been diagnosed earlier.

**Exacerbation of a Chronic Disease** – appearance of characteristic symptoms of the Chronic Disease, which results in the need for Emergency Medical Treatment of the Customer.

**Hospital Day Amount** – a cash amount per each day spent in a hospital paid by the Insurer to the Customer, if the Customer is admitted to hospital as a result of the insured event.

**Minimum Connection Time** – the airport's requirement regarding the minimum difference between the arrival and departure of flights, which is required for transit and which must be observed for the reservation and acquisition of flight tickets, when a flight takes place with transit in this airport.

**Natural Disasters** – an event connected with consequences of the effect of natural forces, which make substantial changes in an environment in large territories and which are caused by natural forces such as earthquakes, volcanic eruptions, fire, drought, deluge, tornado, occurrence of ice in rivers, seas, lakes and water basins, lasting extreme temperatures, land slides, massive presence of vermin, animal and plant diseases.

**Carrier** – an airline, a shipping or railway company, which performs the commercial carriage of passengers on a legal basis.

**Luggage** – travel luggage and its content (clothes and other personal items, which belong to or are in the possession of the Customer during the journey).

**Increased-Risk Physical Activities** – sport or activity, which directly or indirectly involves an increased degree of danger.

**Professional sport** – engaging in sport, when it is the main activity of the Customer or one of the Customer's income sources.

**EHIC (European Health Insurance Card)** – a document common for all European Union Member States as well as Norway, Iceland, Liechtenstein and Switzerland that certifies the right of citizens of these countries to receive the state-guaranteed emergency and necessary healthcare to the same extent as it is guaranteed to nationals of that country.

**Help Desk** – a partner, authorised by the Insurer, which helps to organise assistance in the case of an insurance event.

These terms and conditions are translation from original terms and conditions issued in Latvian.

In case of inadequacies between Latvian terms and conditions and English translation, the Latvian terms and conditions shall prevail.

## CHAPTER I. INSURANCE PROTECTION VALIDITY.

### Article 1. Insurance Protection

1.1 Insurance protection is in force during the validity of the Insurance Agreement and the Card issued to the Cardholder, which includes insurance of the Customer during the validity period, unless operation of the Card is terminated or suspended. For Bank issued VISA Classic, MC Standard credit cards linked to "RIKO" accounts insurance coverage valid from 2018.10.01. For bank issued Mastercard Credit, Mastercard PINS credit cards linked to "NDEA" accounts insurance coverage valid from 2019.01.01.

1.2 The Insurance Protection is only valid in these countries: Albania, Andorra, the United Kingdom (Great Britain), Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, the Czech Republic, Denmark, France, Greece, Croatia, Estonia, Italy, Ireland, Iceland, Cyprus, Kosovo, European Russia (up to the Ural mountain range), Lithuania, Liechtenstein, Luxembourg, Macedonia, Malta, Montenegro, Moldova, Monaco, the Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Finland, Spain, Switzerland, Ukraine, Hungary, the Vatican, Germany, Sweden and all islands that are politically part of the above-mentioned countries.

1.3 The insurance protection of the Customer is in force during the Travel.

1.4 The insurance protection is in force for no longer than 30 (thirty) days during one Travel.

1.5 The insurance protection is in force during the Travel for 24 (twenty four) hours a day.

1.6 The insurance protection is not in force for a person, who has reached 75 years of age at the time of starting the Travel.

1.7 The insurance protection is in force, when the Customer is engaged in the Increased-risk Physical Activities referred to in Annex 2 hereto (except for Professional sports and participation in competitions).

## CHAPTER II INSURANCE OF MEDICAL EXPENSES

### Article 1. Insurance of Medical Expenses

1.1 The Insurer shall indemnify the Customer for the expenses of providing Emergency Medical Treatment in a Foreign Country which has occurred due to:

1.1.1 A sudden or acute illness;

1.1.2 Prevention of consequences of the Accident;

1.1.3 Sudden worsening of health as a result of sunburn, frostbite, poisoning and other instances;

1.1.4 Exacerbation of the Chronic Disease.

### Article 2. Indemnity in the Event of Medical Treatment

2.1 The Insurer shall indemnify the Emergency Medical Treatment expenses for:

2.1.1 out-patient and in-patient medical services provided, including acute surgeries and therapy, until the time the Customer may be transported to the Home Country, but no longer than 30 (thirty) days from the first day in hospital. In the case of the exacerbation of chronic disease, medical expenses shall be indemnified for no longer than five days, counting from the first visit to a doctor. If the same exacerbation of chronic disease happens more than once, medical expenses to the Customer shall be indemnified only once during the validity period of the Insurance Contract;

2.1.2 Diagnostics (functional, laboratorial, instrumental);

2.1.3 drugs and dressing materials prescribed by a doctor;

2.1.4 procedures prescribed by a doctor in the course of in-patient treatment;

2.1.5 stay, meals and care in the hospital;

2.1.6 pregnancy complications, when the duration of pregnancy does not exceed 32 weeks;

2.1.7 technical medical aids prescribed by a doctor – crutches, orthoses, wheelchairs, fixings.

2.2 If the Customer is treated in a hospital in a Foreign Country for no less than 48 hours, the Insurer shall pay the Customer the Insurance Indemnity of EUR 20 (twenty) a day per each day spent in the Foreign Country hospital.

2.3 The Insurer shall indemnify the Customer for the transportation expenses, if, according to one of the reasons mentioned in Chapter II Article 1, the Customer has received medical assistance and continues the treatment in the Foreign Country and, as a result cannot use the previously bought tickets to return to the Home Country. The Insurer shall indemnify expenses for economy class tickets of a mode of transport, which is equivalent to the one the Customer cannot use. If the tickets can be exchanged or refunded, the Insurer shall indemnify the cash amount payable by the Customer for ticket exchange.

### Article 3. Indemnity in the Event of Dental Expenses

3.1 The Insurer shall indemnify dental expenses in the event of an acute illness or trauma for:

3.1.1 a doctor's consultation;

3.1.2 a dental x-ray to elaborate the diagnosis;

3.1.3 dental channel opening and cleaning;

3.1.4 a temporary dental filling;

3.1.5 a tooth extraction.

#### **Article 4. Indemnity in the Event of Medical Transport and Rescue Expenses**

4.1 The Insurer shall indemnify the Customer for the expenses for transport of the Emergency Medical Treatment or taxi in a Foreign Country, which occur in connection with the Sudden or Acute Illness or elimination of consequences of the Accident and are required for transportation of the Customer to a doctor or a medical institution, where medical treatment is received.

4.2 The Insurer shall indemnify the previously agreed upon expenses for transporting the Customer to a hospital in the Home Country, if such transportation follows the Customer's Repatriation and hospitalisation is required in the Home Country.

4.3 The Insurer shall indemnify the rescue service expenses, if the provision of the Emergency Medical Treatment to the Customer follows in accordance with the provisions of Chapter II Article 2.1 of these Regulations.

#### **Article 5. Indemnity for Repatriation Expenses in the Event of Illness/ Death**

5.1 The Insurer shall indemnify the expenses related to the Customer's Repatriation, following the receipt of medical treatment or the Customer's death, according to the provisions of Chapter II Article 2.1 of these Regulations, if additional expenses have occurred as a result.

5.2 The need for Repatriation shall be agreed upon by the Insurer or its authorised person and a specialist from the respective medical institution, and the expenses shall be indemnified, if the Repatriation is medically reasoned and recommended in writing by the attending doctor.

5.3 If according to the attending doctor's instructions, the Customer needs to be escorted by medical staff, the Insurer shall indemnify the expenses for the services of the escorting medical staff.

5.4 If mortal remains of the Customer are delivered to the Home Country according to the instructions of the relatives, the Insurer shall indemnify:

5.4.1 expenses for a coffin, a crematory urn and the transportation;

5.4.2 expenses related to documents and permits and their preparation regarding the Repatriation of mortal remains.

5.5 If, prior to the commencement of Repatriation, the Customer or his/her representative has not coordinated the procedure and costs of the Repatriation with the Insurer, the Insurer shall indemnify the expenses within the minimum possible amount for which the Insurer can provide Repatriation.

#### **Article 6. Obligations of the Customer upon the Occurrence of an Insured Event**

6.1 The Customer shall:

6.1.1 Do everything possible in order to receive the Emergency Medical Treatment without delay, in the event of a Sudden or Acute Illness in the Foreign Country;

6.1.2 Present the European Health Insurance Card (EHIC) upon the instruction of the Insurer, when seeking stationary hospital treatment in a medical institution of any EU member state, as well as Norway, Iceland, Lichtenstein or Switzerland. In the event that the Customer does not have a European Health Insurance Card, the Customer or his/her authorised person, following the instructions of the Insurer, shall do that which is required to receive EHIC or its replacement document and shall submit it to the respective medical institution;

6.1.3 Shall coordinate with the Insurer or the Help Desk on treatment in enhanced service conditions, change of a medical institution, surgery and the necessity, Repatriation;

6.1.4 Shall inform the respective state institution about bodily harm and shall proceed further following the instructions of the officials.

#### **Article 7. Documents to be Submitted for Receiving the Insurance Indemnity**

7.1 In the event of medical treatment expenses, the Customer shall submit:

7.1.1 A medical certification with the precise diagnosis, transcript of the received services, place and date of their receipt;

7.1.2 A prescription or its copy of the purchased drugs or medical supplies;

7.2 In the event of Repatriation expenses during treatment, a doctor's notice on the necessity of such transportation.

7.3 In the event of Repatriation expenses due to death, a doctor-approved statement on the cause of death.

#### **Article 8. Exceptions**

In addition to the expenses referred to in Chapter VI Article 2 of these Regulations, the Insurer shall not indemnify any losses incurred to the Customer:

8.1 for medical services to treat the diseases, which are caused by the Chronic and/or hereditary disease of the Customer, except for in cases when such services are related to the provision of the Emergency Medical Treatment;

8.2 for medical services to treat the diseases, which have been diagnosed to the Customer prior to starting the Travel;

8.3 for treatment, if prior to starting the Travel, the doctors recommend the Customer not to go there;

8.4 for rehabilitation prescribed by a doctor;

8.5 for treatment in a hospital after the 30th (thirtieth) day;

8.6 for heart and blood vessels surgeries in connection with Chronic or hereditary disease, for tissue and organ transplanting, prosthetics;

8.7 for the treatment of tick encephalitis, except for in cases when a full vaccination course has been received, as well as for the treatment of Lyme disease;

8.8 for the treatment of infectious diseases, for example, yellow fever, malaria, if the recommendations prescribed for travellers by the World Health Organisation regarding the vaccination and prevention of such diseases have not been taken into account, as well as, if recommendations of the Ministry of Foreign Affairs of the Republic of Latvia for visiting areas affected by dangerous infections have not been taken into account;

8.9 for surgeries, which according to a conclusion of a treating doctor and/or a doctor authorised by the Insurer can be postponed, including knee joint surgery;

8.10 for examination and treatment connected with pregnancy, interruption of pregnancy after the 32nd week of pregnancy, abortion, premature childbirth, childbirth and postnatal complications, except for in cases when medical aid is provided after the Accident during the Travel;

8.11 for psychiatric, psychoanalytic and psychotherapeutic treatment;

8.12 for the treatment of any mental and psychiatric diseases, treatment of psychiatric reactions and impairment of consciousness, regardless of the cause of such diseases;

8.13 for the treatment of epilepsy;

8.14 for the diagnosis and treatment of oncological diseases;

8.15 for diagnostics and treatment of diseases, health status caused by sexually transmitted diseases, positive HIV test or acquired immune deficiency syndrome (AIDS);

8.16 for beauty, plastic surgery, medical conclusions and statements, disinfection, vaccination, preventive health checks, nutritious and generally strengthening products, nutritional care products;

8.17 for medicinal products to already be regularly used in connection with an existing disease before the start of the Travel;

8.18 for further treatment, starting from the day when the Repatriation is coordinated with the treating doctor and is possible, but the Customer declines it;

8.19 for the unused, but purchased services (for example, car rental, theatre or concert tickets, etc.), which the Customer cannot use in cases stipulated by Chapter II Article 1;

8.20 for conservative treatment of teeth, prosthetics, dental hygiene, root canal filling, orthodontics and periodontal disease treatment, orthopantomography;

8.21 if the Customer or his/her relatives unilaterally, without written approval of the Insurer or the Help Desk, have decided to perform examination, diagnosis, treatment, undergo treatment in enhanced service conditions, change a treatment centre, agree about surgery and the urgency, transportation and Repatriation of the Customer;

8.22 if, when receiving stationary hospital treatment in state medical centres of the European Union, regardless of the instruction of the Insurer, the Customer does not submit EHIC to the medical centre;

8.23 for treatment performed by family members;

8.24 for treatment of alcoholism, drug addiction, toxicomania and other addiction diseases;

8.25 if a loss occurs:

8.25.1 by using a non-self-propelled aircraft, gliders, hang gliding as a pilot or passenger, jumping with a parachute;

8.25.2 by sailing a water vehicle registered as a means of passenger transport vehicle along the specific route other than as a passenger;

8.25.3 by participation in expeditions;

8.25.4 by engaging in the Increased-Risk Physical Activities, which are not listed in Annex 2 hereto;

8.25.5 by performing manual work as an employed worker.

## CHAPTER III ACCIDENT INSURANCE

### Article 1. Accident Insurance

1.1 If, as a result of the Accident taking place during the Travel, permanent disability or death of the Customer occurs within one calendar year from the Accident, the Insurer shall pay the Insurance Indemnity, which is anticipated for the case of a death or disability, not exceeding the Sum of Insurance set for the specific Insured Risk, as stipulated by Annex 1 hereto.

### Article 2. Indemnity in the case of an Accident

2.1 The indemnity amount in the event of permanent disability is expressed as % from the Sum of Insurance. Disability is considered as a loss of functional capabilities or a case when the person has lost:

Limb/ organ/ functional capabilities	Reimbursement % of Sum of Insurance
Shoulder joint level	70%
Arm above elbow joint	65%
Arm under elbow joint	60%
Wrist joint level	45%
Thumbs	15%
Thumb's distal phalanges	8%
Any other finger of a hand	5%
Leg above knee joint	70%
Leg below knee joint	60%
Feet joint level	40%
Any of the toes	5%
Sight with one eye	50%
Hearing with one ear	25%
Sense of smell	5%
Sense of taste	5%

2.2 If disability or death of the Customer occurs as a result of an Accident in a Foreign Country within one year, the Insurer shall pay the Insurance Indemnity that shall not exceed the Sum of Insurance specified in the Insurance Policy for the respective Insurance Risk.

2.3 If death of the Customer occurs as a result of an Accident in a Foreign Country within one year and this fact is in direct causal relationship with the Accident taking place during the Travel, the right for the indemnity in the event of disability shall be lost.

2.4 When paying the Insurance Indemnity in the case of death, the earlier paid Insurance Indemnity for the disability occurring in the specific insurance case shall be deducted from it.



### **Article 3. Obligations of the Customer upon the Occurrence of an Insured Event**

3.1 An obligation of the Customer is to receive medical treatment as soon as possible.

3.2 An obligation of the Customer is to inform the relevant state institution, if the bodily injury is caused by a road traffic accident or is related to a criminal offence regarding which the Customer is a victim.

### **Article 4. Documents to be Submitted for Receiving the Insurance Indemnity**

4.1 If, as a result of the Accident, permanent disability or death of the Customer occurs, this fact must be attested with medical documents by submitting them to the Insurer within 3 months after establishing the fact.

4.2 The following additional documents shall be submitted for receiving the Insurance Indemnity:

4.2.2 a detailed description of the Accident;

4.2.3. a notice from the police or another responsible institution on the Accident, if the Accident is registered there;

4.2.4 a medical notice, providing the form and nature of the injury and the precise diagnosis;

4.2.5 a copy of the certificate of death of the Customer, presenting the original;

4.2.6 a notice about the cause of death;

4.2.7 a copy of the certificate of inheritance, presenting the original.

### **Article 5. Exceptions**

5.1 In addition to the exceptions referred to in Article 2 of Chapter VI of these Regulations, the Insurer shall not indemnify any damages incurred to the Customer for:

5.1.1. Accidents, which occur because of psychiatric disorders or impairment of consciousness, as well as strokes, epileptic or other seizures;

5.1.2. health disorders caused by treatment or interference, which the Customer has done or has caused to be done, except for in the cases when treatment or interference, including ray diagnostics and therapy that are necessary due to the Accident, are covered by the insurance protection and are prescribed by a doctor;

5.1.3 any kind of infection, except for in cases when the cause of the disease enters the organism as a result of an injury received during the Accident, if the Accident is considered to be the Insured Event in accordance with the provisions of the Insurance Contract. Bodily injuries received during the Accident are not considered to be skin or mucous membrane injuries, which are insignificant as such, but through which the cause of the disease enters the body at once or later. This limitation is not in force in the case of tetanus or rabies;

5.1.4 poisoning, except for liquid or solid substances via the gullet;

5.1.5 lower abdominal and abdominal hernia, except for in cases when such occur as a result of the Accident against the will of the Customer, which are deemed to be an insurance case in accordance with the provisions of the Insurance Contract;

5.1.6 intervertebral disc damage, internal bleeding from organs, haemorrhage from cerebrum, except for in cases when the reason is the Accident that according to Insurance Contract Law is considered to be the insurance event;

5.1.7 traffic accidents, when the Customer drives a vehicle without having the proper category driving licence;

5.1.8 pathological bone fractures and repeated bone fractures, when the previous fracture has not yet been fully healed.

5.2 The Insurer shall not pay the Insurance Indemnity, when the damage results from:

5.2.1 using non-self-propelled aircraft, gliders, hang gliding as a pilot or passenger, jumping with a parachute;

5.2.2 sailing a water vehicle registered as a means of passenger transport vehicle along the specific route other than as a passenger;

5.2.3 participation in expeditions;

5.2.4 engaging in Increased-Risk Physical Activities, which are not listed in Annex 2 hereto;

5.2.5 performing manual work as an employed worker.

## **CHAPTER IV. PRIVATE CIVIL LIABILITY INSURANCE**

### **Article 1. Private Civil Liability Insurance**

1.1 The Insurer shall indemnify any damages caused to a third party during the Travel, when the damage is caused to the health or property of a third party by the activity or inactivity of the Customer and the third party raises a claim for damage indemnification;

1.2 The damage indemnification claims for cases stipulated by Chapter IV of Article 1.1 of these Regulations may only be raised pursuant to the applicable regulatory enactments regarding civil liability valid in the respective country.

### **Article 2. Indemnity in the Event of Private Civil Liability Insurance**

2.1 The insurance protection, within the responsibility limit of the Insurer, anticipates:

2.1.1 checking of validity of the damage indemnification claims;

2.1.2 satisfaction of the valid damage indemnification claims;

2.1.3 rejection of the invalid damage indemnification claims.

2.2 The insurance protection also pertains to court and out-of-court expenses relevant to the circumstances, which are related to establishing or the rejection of third party damage indemnification claims.

2.3 The insurance protection also pertains to extra expenses involved in the defence performed at the task of the Insurer.

### **Article 3. Rights and Obligations of the Customer upon the Occurrence of an Insured Event**

3.1 The Customer may not acknowledge or satisfy the damage indemnification claims without receiving prior approval of the Insurer.

3.2 If, at the initiative of the Insurer, a lawyer is assigned to protect the interests of the Customer, the obligation of the Customer is to provide the lawyer with the required Power of Attorney and information.

### **Article 4. Documents to be Submitted for Receiving the Insurance Indemnity**

4.1 In the case of the occurrence of the civil liability insurance risk, the Customer shall submit:

4.1.1 a detailed description of the accident, personal data of the witnesses;

4.1.2 documents which prove the reasoning for the claim;

4.1.3 other documents related to the event and its circumstances.

### **Article 5. Exceptions**

5.1 In addition to the exceptions referred to in Article 2 of Chapter VI of these Regulations, the Insurer shall not indemnify damages:

5.1.1 which results from contractual liability;

5.1.2 incurred when the Customer performs professional or commercial activities, or duties of office during an internship, or performs any work for remuneration;

5.1.3 incurred in connection with driving or using motorised vehicles (including air and water vehicles);

5.1.4 related to animals;

5.1.5 incurred in engaging in such form of Increased-Risk Physical Activities that are not listed in Annex 2 hereto;

5.1.6 incurred to a property the Customer rents, leases, uses or otherwise takes into his/her possession;

5.1.7 incurred to a property the Customer managed unlawfully;

5.1.8 incurred to a third party contracting with a disease suffered by the Customer;

5.1.9 related to a claim of lost profit or idle time expenses;

5.1.10 which are intangible, related to defamation, dissemination or publication of false news, as well as moral harm and insulting behaviour;

5.1.11 related to a claim of financial loss. A financial loss is a loss that is not related to (directly derived from) injury to a third party's life, health or physical condition, or damage caused to the property of third party;

5.1.12 incurred from the damage or destruction of: cash, securities, jewelry; precious metals, collections, paintings, uniquely or antique objects, mobile phones, laptops and tablets. Insurance coverage for damage to mobile phones, laptops and tablets is valid only if the victim who claims the claim is not traveling together with the Customer.

5.1.13 resulted from an evil intent, as well as a gross negligence or criminal activity of the Customer;

5.1.14 related to the Internet (use of Internet, Intranet, Extranet, e-mail, etc.), for cyber attacks, loss, damage or destruction of software, data and databases;

5.1.15 related to manufacture, processing, storage, transport, use or marketing of arms, munitions and other explosives, liquefied gases or toxic substances;

5.1.16 related to a payment of penalty, taxes or any other comparable payments;

5.1.17 incurred to the Customer or his/her relatives. Relatives are considered to be parents, spouse, children, adopted children and adoptive parents, stepfather, stepmother and stepchildren, grandparents and grandchildren, brothers, sisters, foster parents and foster children, as well as any other person with whom the Insured have a common household;

5.1.18 incurred to health, life, physical integrity or material damages, originating from the impact of electromagnetic field (EMF) and/or electromagnetic radiation (EMR), including any type of EMF/EMR radiation in relation to any type of electrical power lines or equipment that is powered by electrical energy;

5.1.19 resulted from long-term or gradual impact (e.g. temperature, gasses, vapours, fumes, soot, dust); the loss has resulted due to flood caused by running or stagnant water;

5.1.20 incurred through participation in expeditions, engaging in cycling sport, horse riding sport or combat sports;

5.1.21 relating to any claims, which are directly or indirectly caused by, related or referred to injury to health, life, physical integrity (including emotional injury, mental trauma, phobia) arising from, having developed or in any other way related to Acquired Immune Deficiency Syndrome (AIDS) or hepatitis virus A, B, C or their pathogenic agents. This exclusion shall also include defence costs or costs of medical examinations in relation to suspected cases of infection with any of the above.

## CHAPTER V. INSURANCE OF LEGAL ASSISTANCE

### Article 1. Insurance of Legal Assistance

1.1 The Insurer shall indemnify expenses of the Customer incurred during the Travel for legal assistance services in the Foreign Country.

### Article 2. Indemnity in the Event of Legal Assistance

2.1 The insurer shall indemnify the damages incurred to the Customer, not exceeding the Sum of Insurance, regarding the coverage of legal assistance (lawyer's fee) expenses, if the Customer does not observe traditions and behavioural norms of the respective

country unintentionally and/or the Customer has violated laws of the respective country unintentionally, as a result of which damages are incurred to the third party.

2.2 The insurance coverage is only valid in the event that the Customer is involved as a natural person in the litigation and in cases started during the travel and related to the course of the travel. Expenses of the Customer as a defendant in a civil case at the court of first instance shall be indemnified.

### Article 3. Documents to be Submitted for Receiving the Insurance Indemnity

3.1 In the event of legal expenses, the Customer shall submit:

3.1.1 a copy of the claim raised against the Customer;

3.1.2 a contract with the legal assistance provider, stating the reason for the provision of legal assistance;

3.1.3 the payment confirming document for the legal assistance services.

### Article 4. Exceptions

4.1 In addition to the exceptions stipulated by Article 2 of Chapter VI of these Regulations, insurance protection is not applied for cases:

4.1.1 when legal assistance is provided in connection with a claim raised against the Customer regarding storage, rental or usage of the Customer's vehicle, including a violation of the road traffic rules, or the civil liability of the driver of the vehicle coming into force;

4.1.2 when legal assistance is provided in connection with a claim raised in the event damage is incurred by animals, which are the property of the Customer or are under the Customer's supervision, or these animals belong to a person the Customer is legally responsible for;

4.1.4 when the Customer has expressed any offers of a legal nature or has made payments prior to the Insurer giving its written approval;

4.1.5 when the Customer has not applied for a free legal assistance and such an opportunity exists in accordance with the local legislation;

4.1.6 when legal services are provided by a representative, who does not have the appropriate qualification to examine the legal issue, or if the Customer is represented in court by a person who does not have the appropriate qualification and the Customer knows about it;

4.1.7 when legal assistance is provided in connection with an appeal of an administrative act;

4.1.8 when legal assistance is provided in connection with a defence of the Customer in criminal proceedings, if the accusation is brought for a deliberate act, with a direct or indirect intention, such as drunk driving, fraud, forging, etc., if the Customer is found guilty;

4.1.9 when legal assistance is provided in connection with the enforcement of a court judgment;

4.1.10 when legal assistance is provided in connection with insolvency or bankruptcy.

4.2 The Insurer shall not indemnify the following expenses of the Customer:

4.2.1 expenses for a court of arbitration;

4.2.2 expenses for a judicial procedure, which, according to the judgment, must be paid by or is agreed to be paid by the Customer;

4.4 expenses for obtaining the opinion of a legal expert;

4.5 expenses for notification about a violation, a criminal offence and its pre-trial investigation;

4.6 expenses for non-arrival of the Customer or the Customer's representative to the court, non-observation of the court's judgment or expenses, which occur due to delaying of the judicial procedure intentionally or expenses because of gross negligence or increasing the expenses in any other way.



## CHAPTER VI GENERAL PROVISIONS

### Article 1. Insurance Obligations

1.1 All disputes arising in relation to this insurance liability shall be settled through negotiations. The Insured shall be entitled to lodge a complaint with the Ombudsman of the Latvian Insurers' Association if the resolution of such a dispute is provided for by its regulations. In the case of a failure to reach an agreement or if the parties are not satisfied with the decision made by the Ombudsman, any disputes shall be adjudicated in a court, in accordance with the regulatory enactments of the Republic of Latvia.

1.2 All of the applications and explanations have to be submitted in written form and have to be addressed to the Insurer. Submissions and explanations that are not delivered in writing shall not be binding upon the Insurer.

1.3 By concluding the Insurance Contract, the Parties have agreed that they will regulate the relationship arising from this contract by applying these provisions, the laws and regulations of the Republic of Latvia regarding insurance, the Civil law of the Republic of Latvia – in the aforementioned order. If, while this insurance contract is in force, the laws and regulations of the Republic of Latvia, according to which the Insurer amends these provisions, are amended, then these provisions remain in force insofar as they are not subject to the new amendments. If any of these provisions regarding the amendments of the laws and regulations of the Republic of Latvia become invalid, the Insurer adapts and interprets it in accordance with the provisions of the valid laws and regulations of the Republic of Latvia.

1.4 The Insurer publishes the Privacy policy regarding personal data processing on its website [www.ergo.lv](http://www.ergo.lv) as well as makes it available in its points of sale or sends it to the Policyholder upon request. The Policyholder is obliged to get acquainted with the Insurer's Privacy policy regarding the processing of personal data, as well as to inform the persons whose data is given to the Insurer by the Policyholder about it.

### Article 2. General Exceptions

Upon the conclusion of the Insurance Contract, the sides have agreed, when finding the following circumstance, the Insurer is exonerated from a duty to pay out Insurance Indemnity:

2.1 The risk coming into force with direct or indirect exposure to nuclear energy, rebellion, internal state disturbances, orders of state authority institutions, riots, war, global natural calamity, Natural Disaster, epidemic, pandemic, strike, lock-out;

2.2 The risk coming into force in connection with Terrorism. However, this exception does not apply to the risks stipulated by Chapter II (Insurance of Medical Expenses) and Chapter III (Insurance of Accidents) in the territory regarding which, before the start of the Travel, the Ministry of Foreign Affairs of the Republic of Latvia has not published a warning on its home page with a recommendation not to visit this territory. If such warning is published after, when the Customer is already located in the territory mentioned in the warning, the insurance coverage regarding Terrorism shall expire on the seventh day after the publication of the warning;

2.3 The Customer has provided false information or has not provided information about the circumstances of occurrence of the Insured Event or the extent of damages;

2.4 Occurrence of the risk or damages has been caused by the Customer maliciously, or to a degree of fault equal to malicious intent, in terms of the effects of indemnification of damages, or is related to insurance fraud;

2.5. The damage has been incurred as a result of committing suicide or an attempt to commit suicide;

2.6 The damage has been incurred when the Customer is under the effect of alcoholic, toxic or narcotic substances, if there is a causal link between the use of these substances and the damage as well in case the Customer has refused to perform analyses to determine the

presence of these substances in the body;

2.7 The damage has been incurred through participation in clinical trials of a medicine;

2.8 The Customer has reached the age of 75;

2.9 The Insurer shall not indemnify the damage and/or shall reduce the indemnity, if the obligations of the Customer set by the Regulations are not fulfilled.

### Article 3. Insurance Indemnity and Decision Taking

3.1 The Customer shall inform the Insurer or its authorised representative about the occurrence of the Insured Event in the Foreign Country without delay, as soon as possible, but no later than within 15 (fifteen) days;

3.2 The Insurance Indemnity shall be calculated after receipt of the documents evidencing the occurrence of the Insured Risk and the Insurance Indemnity shall be paid:

3.2.1 to the Customer or the Customer's authorised person, when the respective payment confirming documents or their scanned copies are submitted;

3.2.2 to the service provider or another person entitled to receive the Insurance Indemnity based on the submitted invoice or other documents;

3.3 The Insurer shall indemnify the damages incurred to the Customer as a result of the event causally related to the Insurance risk. For the Insurance Indemnity the compensation principle is used, except for indemnity for Accidents.

3.4 Regardless of the Insured Risk, for all the Insurance Indemnity claim cases, the Customer shall submit the following documents and information to the Insurer:

3.4.1 a written application for damage, where the Cardholder's first name, surname, date of birth and the first 6 (six) digits and the last 4 (four) digits of the Card number are provided;

3.4.2 originals or copies of all receipts and invoices; They must have information about the service receiver (first name, surname, date of birth) and the service provider (name, address, registration number, bank details), the amount and precise name of the service, place and dates of starting and ending the service provision.

3.5 The Insurance Indemnity shall be paid within 14 (fourteen) days after receiving all of the necessary documents, which are needed to determine the fact of the incurred damage and its volume.