# **TRAVEL INSURANCE TERMS AND CONDITIONS Nr. No 4101.03.01**

This is the English translation of insurance terms and conditions and can be used for informational purposes only. In case of conclusion of insurance contract only insurance terms and conditions in Latvian are binding.



# PART I - THE TERMS USED IN THE TERMS AND CONDITIONS

**You or Customer** - shall mean a natural person stated in the insurance certificate, the cardholder of AS "Rietumu Banka" Business, Gold, Platinum, Jūrmala or Infinite payment card/s who has an insurable interest and in favour of whom the insurance contract has been concluded. As the Customer is also considered the spouse of the cardholder of the Infinite, Platinum and Jūrmala payment card and cardholder's children under 18 when upon the condition they travel together with the cardholder, i.e. travelling at the same time on the same route, selecting the same means of transport and accommodation. They shall be subject to any exceptions, restrictions and other conditions of the insurance contract referred to in the insurance terms and conditions. **We** – The insurance joint-stock company BALTA, common registration number: 40003049409, registered address: scanstes street 25, Riga, LV-1013

**Policyholder** - shall mean AS "Rietumu Banka", unified registration number 40003074497, which has entered into an insurance contract in favour of AS "Rietumu Banka" payment card cardholders. **Insurance Contract** - shall mean an agreement between Us and the Policyholder under which the Policyholder commits to pay the insurance premium in the form, under the terms and to the amount specified in the contract, as well as to fulfil other obligations prescribed under the contract, and We undertake to pay out the insurance indemnity under the contract and these insurance terms when the insured event occurs.

**Insurance certificate** - shall mean a document prepared by Us informing you of the fact of insurance under the insurance contract and insurance conditions and issued to you by the Policyholder. **Student** – A person aged 18 to 30 years who has signed a contract

for studies or study practice with a foreign educational establishment.

**Sum insured** – shall mean the amount of money defined in the insurance certificate for which each Customer's interest not to carry the losses is insured and within which, upon occurrence of the insured event, We will pay the insurance indemnity. For civil liability insurance, the limit of liability or the maximum amount of money to be paid shall be considered as the insurance indemnity.

**Insurance Indemnity** – sum insured, any part thereof or any other amount to be paid out in association with the insured event, or the payment for the service under the insurance contract.

**Hospital allowance** – the amount of money we pay in addition to the insurance indemnity for each day spent in an in-patient facility in case You are hospitalised due to the insured event. **Losses** – the direct material losses.

**Acute Condition** – rapid, unexpected deterioration of your health which threatens your life and dealing with which requires emergency medical care.

**Sudden Medical Condition** – unpredictable, unexpected and rapid deterioration of your health, including exacerbation of a chronic medical condition or worsening due to a casualty, when emergency medical care is required.

**Emergency Medical Care** – an aggregate of the medical services to be provided to eliminate danger to your life.

**Chronic Medical Condition** – Gradual deterioration of any physiological processes and bodily functions which have developed internally and over an extended period of time, initially possibly without any visible/noticeable symptoms, characterised by more or less frequent, sudden changes in health (disease outbreaks), regardless of whether such medical condition has or has not been diagnosed prior to your outbound travel. For the purposes of the insurance terms and conditions, coronary heart disease, atherosclerosis, hypertonic disease, stroke, osteochondrosis, spondylosis, asthma, thrombosis, etc. are considered to be chronic medical conditions

# Exacerbation of Chronic Medical Condition – Rapid

deterioration of the course of a chronic medical condition due to which the Customer requires emergency medical care.

**Casualty** – A sudden, unexpected event which occurs irrespectively of your will and causes you to suffer traumatic tissue and/or organ damage due to direct, short-term, external (mechanic, thermal, chemical, electric) impact. An abortion, child-birth, surgeries, sequelae thereof, medical errors and infectious diseases do not qualify as accidents.

**RTA** – A road traffic accident as per the Latvian Road Traffic Regulations.

**Accident** - Sudden and unexpected physical damage caused to the Rented Vehicle due to fire, theft, vandalism, a road traffic accident, or third-party activities.

**Vehicle Rental Company** - A company licensed and authorised to offer vehicle rental services in the state in which the Rented Vehicle is received.

**Rented Vehicle** – A land vehicle rented and received from the Vehicle Rental Company under the Rental Contract.

Driver of Rented Vehicle - shall mean the Customer identified in the Vehicle rent Agreement as the main Rent Vehicle driver or the Rent Vehicle additional driver (if specified in the Rent Agreement), with the condition they are between the ages of 23 and 69 years. Rental Contract - The contract signed between you and the Vehicle Rental Company for the rental of the Rented Vehicle.

**Commercial Vehicle** - A vehicle designed or used for commercial carriage of passengers or cargos.

**Deductible** - The amount of money that, in the cases stipulated in the MOD terms and conditions included in the Rental Contract, is deducted from the insurance indemnity, is not reimbursed to the Vehicle Rental Company, and is to be compensated to the Vehicle Rental Company by the driver of the Rented under the Rental Contract.

**MOD** - Voluntary land vehicle insurance against damage and theft of the Rented Vehicle.

**Public Road** - A territory built for public road traffic and available to any person for a fee or free of charge.

**Travel** - Your trip outside the Home Country that starts and ends by crossing the border of the Home Country respectively.

**Home Country** – The country of your citizenship, the country of permanent residence, and the country which has issued a

permanent or temporary residence permit to you or granted any other legal status which is equivalent to that mentioned above and allows you to reside in the country officially (except with regard to the Student),

**Travel Organiser** - The travel agency, travel operator, Carrier, transportation/hotel service company, online booking system, or any other legal entity acting as the service provider in association with the travel.

**Hotel** – A hotel, apartments or any other type of overnight stay facility, provided that the overnight stay services are provided in

compliance with the regulatory requirements and the provider of the overnight stay services or the booking agent is a legal entity. **Carrier** – An airline, shipping company, railway company, or coach company which lawfully provides commercial passenger and luggage transportation services.

**Airline** – An aircraft operator that lawfully provides commercial passenger and luggage transportation services.

**Connected Flights** – Several consecutive transfer flights in one direction to reach the travel destination or return to the Home Country.

**Transfer Point** – A foreign (one outside the Home Country) airport, post, railway or coach station/terminal, ferry terminal where you have to change the vehicles in order to continue the ongoing travel.

**Minimum Connection Time** – The requirement of every international airport with regard to the minimum time period between the flight arrival and departure times for a hasteless transfer which is to be taken into account upon the booking or purchase of the airline tickets, provided that the flight involves a transfer at such airport.

**Natural Disasters** – volcanic eruption, flooding, earthquake, tornado, hurricane, tsunami, avalanche or any other act of nature announced as a natural disaster in any mass media.

**Physical Labour** – Work primarily requiring active use of the skeletal muscles. For the purposes of these terms and conditions, it is work in construction, agriculture, printing, engineering industry, metallurgy, work involving movement and lifting of heavy loads, etc. **High-risk Activity** – An activity which is directly or indirectly associated with a high degree of danger.

**Professional Sport** – Doing sports (except for the kinds of sport specified in Paragraph 2.4 "Recreational Activities" hereof) if it is your principal occupation or one of the sources of income, as well as in case you are a member of the national team, any sports club or any team registered outside the Republic of Latvia, or participate in any European or World championship.

**European Health Insurance Card or EHIC** – The document evidencing that the individual is a national of a European Union member state or Norway, Liechtenstein, Iceland, or the Swiss Confederation (henceforth referred to as "Member States") and is socially insured in their country. While staying in another European country, the EHIC confirms the right to receive the required or emergency medical care to the same extent as it is provided to the nationals of the respective country .

**Identity Card (eID)** – The personal identity card or the electronic identification card (eID) is the personal document which confirms the identity and legal status of its holder and has been issued by the Citizenship and Migration Authority of the Republic of Latvia. **Support Desk** – Our partner who helps to arrange support after the occurrence of an insured event and whose contact details are provided in the insurance certificate.

**Family Members** – Your spouse, parents, children, siblings. **Terrorism Act** – shall mean any activity, preparation or threatening of any individual or group of persons to exercise an activity to intimidate the public or part thereof, with a view to influence any government or political organisation or to pursue political, religious, ideological or similar objectives. The Terrorism Act has occurred if, as a result of this, one of the following conditions has occurred in accordance with the above, and information regarding it as the Terrorism Act is displayed on the website of the Ministry of Foreign Affairs of the Republic of Latvia: physical violence against one or more persons; the life of a person not directly involved in the organisation and execution of the Terrorism Act is endangered; the health of the public or part of society or security is endangered.

## PART II - GENERAL PROVISIONS

## 1. THE SIGNING AND VALIDITY OF THE INSURANCE CONTRACT

- 1.1. The Insurance Contract shall be valid worldwide.
- 1.2. Regardless of the territory stated in the insurance certificate, the insurance contract is not valid in your Home country (unless the insured risk operates in the Home Country in accordance to risk definition) and in countries where war is declared, as well as in the Arctic and Antarctic.
- 1.3. The Insurance Contract shall be valid at the time specified in the insurance certificate, including multiple travels, but for each individual Travel not exceeding:
  - 1.3.1. 50 consecutive days for cardholders of Gold, Business, Platinum and Jūrmala payment cards (i.e. insurance is not effective with regard to the cases occurring on the 51st day of Travel and later), total number of days insured per year is not limited;
  - 1.3.2. 90 consecutive days for Infinite payment card cardholders (i.e. insurance is not effective for the cases occurring on the 91st day of Travel and later), total number of days insured is not limited during the year.
- 1.4. The insurance contract shall take effect on the effective date specified in the insurance policy (Latvian time).
- 1.5. If the insurance certificate has been drawn up for You while being outside the Home Country, the insurance protection shall start after 48 hours from the time when the insurance certificate was drawn up.
- 1.6. For Business and Gold payment card users, insurance is valid if the payment for the waybill transport tickets or hotel is made using the above mentioned payment cards of JSC "Rietumu Banka". Platinum, Jurmala and Infinite payment card insurance coverage is not subject to such limitation.
- 1.7. Travel insurance covered by the AS "Rietumu Banka" payment card shall be valid until at least one of the following events has occurred:
  - 1.7.1. validity of the AS "Rietumu Banka" payment card is terminated;
  - 1.7.2. expiry of the period of insurance specified in the insurance certificate.
- 1.8. If, at the time of the entry into force of insurance coverage in accordance with the insurance certificate, the probability of occurrence of the insured risk or the insurable interest does not exist or the insured risk has already occurred, the insurance shall not be effective from the time of drawing up the insurance certificate.

## 2. TERMS AND CONDITIONS FOR INSURANCE OF SPORTS, RECREATIONAL ACTIVITIES, USE OF VEHICLES, AND OTHER HIGH-RISK ACTIVITIES

## Use of vehicles

- 2.1. The insurance protection for every **Customer** includes use of a car as well as use of public transport, taxi service, aircraft, ship or ferry as a passenger, provided that the provider of the respective service holds a passenger carriage licence, as well as use of a rickshaw or a motor rickshaw.
- 2.2. Travelling with a scooter or a moped with an engine capacity of not more than 125 cm3 and power of not more than 11 kW or with a quadricycle or a tricycle shall be valid for all the cardholders of Infinite payment cards, as well as for the Customers with an insurance certificate marked "Sport".

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2.3. When driving a car, a scooter, a moped, a tricycle or a quadricycle, the insurance cover shall be valid provided that the vehicle driver is in possession of a driving licence of that category.

#### Terms and conditions for insurance of sports, recreational activities and other high-risk activities

- 2.4. Recreational Activities Insurance protection shall be valid for all the Customers when engaged in high risk activities and sports: aerobics, badminton, bowling, water cycling, travel in a cutter, rowing boat, canoe, catamaran or a yacht (as a passenger) in coastal and inland waters, dancing (including sports dancing), distance skiing, fitness, table games, table tennis, golf, yoga, entertainment rides on an elephant, a camel, entertainment in amusement and water attraction parks, including those available within a hotel, ISUP boarding, curling, cricket, air-ballooning (as a passenger in organised entertainment ride groups), fishing, exercising in a gym, Nordic walking, orienteering, mountaineering up to the height of 3,000 meters above the sea level and without any special equipment, paintball, swimming, swimming with a mask (snorkeling), volleyball, beach volleyball, rafting (in organised entertainment ride groups), cycling (along public roads), running (except any types of marathons), skating in open public skating rinks, bowshooting, darts, tennis, water polo, gymnastics.
- 2.5. Sport. For the cardholders of Infinite payment cards and also for the Customers with an insurance certificate marked "Sport", insurance shall be valid when going in for the following types of sport and engaged in high risk activities (except at the Professional Sport level, participating in competitions or skiing, snowboarding outside the tracks specially equipped for such purpose): speed-skating, biathlon, snowmobiling, figure skating, hockey, mountain skiing, snowboarding, short-track, tobogganing; scuba-diving to the depth of 8 meters under the supervision of a certified instructor for this kind of sports; scubadiving to the depth of 30 meters, provided that you have a valid PADI, CMAS certificate or an internationally recognised equivalent thereof. Scuba-diving sessions in the Arctic Ocean or the adjacent seas are excluded from the insurance protection; rowing, kayaking, basketball, riding a quadricycle, tricycle or a scooter, sailing in inland or coastal waters (up to 60 nautical miles from the coastline), floorball, frisby, football, handball, mountain biking, field hockey, lacrosse, fencing, rollerskating(except inline), track-and-field athletics, windsurfing, horse-riding.
- 2.6. Insurance protection is not valid when You are engaged in the following sports and high risk activities: motor sport, baseball, bobsleigh, motorcycle driving, martial arts (including martial arts without rules, MMA, boxing and kickboxing), freestyle, kite-surfing, luge, carting, marathon and half-marathon, triathlon, hunting, shooting, polo, rugby, safari, sand-boarding, surfing, skeleton, skateboarding, inline, slalom, water skiing, wakeboarding, white-water, canoeing. Insurance protection shall not include: Professional sport, participating in competitions, travelling by vehicles, recreational activities and any other high risk activities or type of sports other than those referred to in Clauses 2.1 to 2.5., including but not limited to, motorcycling, ice fishing, fishing, fishing outside inland waters or in coastal waters more than 24 nautical miles from seashore, diving into caves, speleology, going into an expedition.
- 2.7. Insurance coverage is not valid if you do physical work within the meaning of these terms and conditions.

#### 3. INSURED RISKS

The following risks are insured under the insurance contract if they are specified in the insurance certificate.

## 4. SUM OF INSURANCE AND LIMIT OF LIABILITY

- 4.1. The sum of insurance shall be fixed for each insured risk separately and specified in the insurance certificate . The limit of liability shall be specified for the civil liability insurance risk.
- 4.2. Spouses and children of the cardholders of the Infinite, Platinum and Jūrmala payment cards are insured together with You within the limits of Sum insured determined for each risk in the insurance certificate, which is common limit to all the insureds. If two or more Bank payment cards have been issued to You, Our liabilities are limited only to insurance protection and the total Sum Insured intended for a single payment card. Upon the occurrence of an insured event, the insurance indemnity shall be paid out by calculating it from the highest Sum insured determined for the particular type of payment card.
- 4.3. The insurance coverage provided to You under the insurance contract and under the insurance certificate shall remain valid after payment of the insurance indemnity, and the particular insured sum of the insurance risk cover specified in the insurance certificate shall be reduced by the amount of the insurance indemnity sum to be paid.

## 5. OBLIGATIONS OF THE POLICYHOLDER

5.1. The Policyholder shall inform the Customer about their insurance and the terms and conditions of this insurance contract.

## 6. YOUR OBLIGATIONS

- 6.1. As soon as possible after the occurrence of the insured event, notify us or the Support Desk about the occurrence of the insured risk and take all reasonable measures to reduce the amount of the losses as far as possible and avoid additional expenses.
- 6.2. As soon as it becomes possible but not later than during 30 days after expiry of the period of insurance covered by the insurance certificate, submit to us an insurance claim for the expenses covered by yourself and/or for the losses suffered due to the insured event, and, within 15 days or as soon as possible in cases when it is not possible for valid reasons, submit to us the documents evidencing the occurrence of the insured risk, its circumstances, and the amount of the losses.
- 6.3. Produce the EHIC card when undergoing treatment in the medical establishments of the European Union, the European Economic Area or the Swiss Confederation countries. If You do not have EHIC card but You are entitled to receive it in accordance with the laws and regulations of your Home Country, upon Our instructions You or Your authorised person should request it from the National Health Service or your Home Country Authority issuing EHIC cards, and should submit it to the relevant medical institution in which You are provided with medical treatment.
- 6.4. When submitting an insured event application, You shall authorise Us to familiarise with the information submitted, including the medical documentation, to request additional documents if necessary, and to invite an expert commission in order to ensure that the insured event is evaluated. You agree with the medical officer chosen by Us to carry out expert examination of the health condition of Yours due to the insured event.

#### 7. OUR RIGHTS AND OBLIGATIONS

In case of the Customer's death we shall be entitled to request the autopsy, in the event of a refusal of which we shall be entitled to refuse to pay the insurance indemnity.

# PART III – MEDICAL AND REPATRIATION EXPENSES INSURANCE

## 8. MEDICAL AND REPATRIATION EXPENSES

For the purposes of these terms and conditions, medical and repatriation expenses are unexpected medical and repatriation expenses incurred by you in association with an acute condition due to a casualty, sudden falling ill or exacerbation of a chronic disease, or Terrorism Act during the travel.

#### 9. MEDICAL EXPENSES

- 9.1. We pay the medical expenses for the emergency outpatient and/or in-patient (depending on the severity of the medical condition) medical care (including medications) received to deal with the acute condition.
- 9.2. The medical expenses for any surgeries are covered only if not performing them immediately may put the Customer 's life at risk, i.e., if the surgery cannot be performed after the return to the Home Country.
- 9.3. Emergency medical care expenses associated with pregnancy complications (save the cases mentioned in Paragraph 22.10 of these terms and conditions) are covered without exceeding EUR 1,500 within the insurance period. The expenses mentioned in this paragraph are covered only if the gestation period does not exceed full 32 weeks.
- 9.4. In the event of sudden exacerbation of a chronic disease (one not mentioned in Paragraph 22.9), emergency medical care expenses are covered for a period of not more than 5 days from the first visit to the doctor. Medical expenses for exacerbations of the same chronic medical condition are paid once in the insurance period.
- 9.5. We cover the medical expenses until the Customer may be transported to the Home Country, but for not more than 30 days of the date of admission to the in-patient facility.
- 9.6. If the insured event has occurred in the USA, Bulgaria, Greece, Egypt, Russia, Spain, Thailand or Turkey, you should use the Support Desk services to arrange for assistance and take into account the suggestions of the Support Desk with regard to the choice of the medical facility. Otherwise we have the right to cover the said expenses only in the amount we would have indemnified if the same services had been provided at a medical facility suggested by the Support Desk.

## **10. DENTISTRY**

We cover the expenses for the first emergency dental care in the event of toothache or a dental injury, for doctor's advice, dental x-ray for specification of the diagnosis, local anaesthesia, opening and cleaning of nerve canals, temporary filling, tooth extraction, painkillers in case of toothache or dental injuries.

## 11. MEDICAL TRANSPORT

We cover the expenses for the services of the ambulance, the services of the rescue service and for medical transport to the medical facility where you receive the first emergency medical aid.

#### **12. REPATRIATION OF A PATIENT**

- 12.1. We cover the expenses previously approved by us in writing for transporting you from the foreign hospital to the Home Country if you are not physically able to return to the Home Country and the necessary transport for the accompanying person (a qualified medical specialist or one Family Member (or friend) travelling with you if their continuous presence during your transportation to the Home Country is believed to be necessary by the attending doctor and has been approved by us in advance.
- 12.2. If transportation expenses are to be covered for a Family Member (or a friend) of yours, we shall cover the expenses for the re-issuance of the ticket or the purchase of a new economyclass ticket in case the previously purchased ticket cannot be changed.
- 12.3. If, in association with a casualty, an acute medical condition or exacerbation of a chronic medical condition, you are able to return to the Home Country on your own, we shall cover the expenses for the re-issuance of the ticket or the purchase of a new economy-class ticket in case the previously purchased ticket cannot be changed. In case we cover the medical expenses for a minor child, the expenses mentioned in this paragraph will also be covered for one Family Member or third party travelling with the child.
- 12.4. If the repatriation of the patient has not been approved by us in writing in advance, we indemnify for the expenses specified in Paragraph 12.1 in the amount in which we would have indemnified them if it had been organised via the Support Desk.

#### 13. MEDICAL TRANSPORT WITHIN THE HOME COUNTRY

We cover the expenses pre-approved by us in writing for transporting you from the airport in the Home Country to the in-patient medical facility in your Home Country which provides medical aid necessary for your medical condition. The expenses are covered on the condition that hospitalisation in the Home Country has been prescribed by the attending doctor of the foreign in-patient facility and follows the organised repatriation of the patient.

#### 14. TRAVEL EXPENSES FOR ARRIVAL OF RELATIVE

- 14.1. We cover the expenses pre-approved by us in writing for the required transport (economy-class return ticket) and hotel accommodation for one of your Family Members if you are abroad alone without any Family Members, or the expenses associated with the stay for one Family Member (or friend) if they travel with you, for them to be able to come to you if the attending doctor believes your medical condition to be critical and you cannot be repatriated and require hospitalisation for a period exceeding 10 days.
- 14.2. The amount of the expenses reimbursed for the overnight stay of a Family Member (or a friend) cannot exceed EUR 50 per day and the total of 10 days.

#### 15. EVACUATION OF CHILD

We cover the expenses pre-approved by us in writing for taking a minor child (up to 16 years of age) travelling with you and insured under an insurance terms and conditions issued by us back to the Home Country if, due to your hospitalisation, they are not supervised by an adult.

#### **16. HOSPITAL ALLOWANCE**

16.1. For hospital treatment, we shall pay the insurance indemnity in the amount of EUR 75 for each day of hospitalisation. We shall pay the hospital per diem charge in addition to the insurance



indemnity paid for the medical expenses under the provisions of Clause 9 of these terms and conditions.

16.2. For the purposes of these terms and conditions, hospital treatment is treatment of the Customer in a hospital for not less than 48 hours due to physical health problems which have occurred during the travel due to any acute deterioration of health as a result of a sudden illness or a casualty and which meet the conditions stipulated in Clause 9 hereof.

#### 17. MEDICAL AIDS

We cover the expenses for the repair of the medical aids damaged as a result of the accident or for the purchase or rental of the medical aids prescribed by the doctor after the casualty, provided that the Customer is not physically able to return to the Home Country without them.

## 18. REPATRIATION IN CASE OF DEATH

- 18.1. We cover the expenses pre-approved by us in writing for the transportation of the Customer's remains to their Home Country following the instruction received from their relatives (including the costs of the transport coffin) as well as the expenses associated with the arrangements for and the obtaining of the documents and permits necessary for the repatriation of the Customer's remains, excluding the burial expenses.
- 18.2. If the repatriation has not been approved by us in writing in advance, we indemnify for the expenses specified in Paragraph 18.1 in the amount in which we would have indemnified them if it had been organised via the Support Desk.

#### 19. BURIAL EXPENSES ABROAD

We cover the expenses pre-approved by us in writing for the burial of the Customer 's remains (or cremation) abroad, including the costs of the coffin. The expenses for the coffin are covered up to the maximum of EUR 1,000. If the expenses for the burial (or cremation) abroad exceed the amount of the expenses for the transportation of the Customer 's remains to their Home Country, we shall compensate these services in the amount we would have compensated if the Customer's remains had been transported to their Home Country.

#### 20. PAYMENT OF TELEPHONE CALL CHARGES

We cover the expenses for the telephone calls made abroad to contact us and/or the Support Desk and necessary in association with the arrangement of medical aid or repatriation after the occurrence of the insured event.

## 21. MEDICAL EXPENSES IN HOME COUNTRY

- 21.1. We cover the expenses pre-approved by us in writing for the medical expenses (which correspond to those mentioned in Clause 9) in the Home Country to assure that, following the return from the Trip, You are able to continue the in-patient treatment prescribed by the attending foreign doctor in association with the sudden condition which occurred during the travel and due to which you were admitted to an in-patient facility, and the medical expenses abroad are fully or partially paid by us.
- 21.2. The expenses are covered for not more than 10 days of your return to the Home Country.
- 21.3. You are obliged to commence your treatment within 3 days of the return to the Home Country, or otherwise no insurance indemnity is paid.

#### 22. ADDITIONAL EXCEPTIONS

Further to the general exceptions specified in Clause 77 of these terms and conditions, losses are not indemnified in association with:

- 22.1. Elective medical care as well as any subsequent diagnostics and treatment provided after the relief of the acute condition caused by the sudden illness;
- 22.2. Self-treatment and self-diagnostics as well as any medications acquired without medical advice and/or without a medical prescription
- 22.3. Cardiac and vascular surgeries, coronagraphy, transplantation of any tissue or organ, correction of vision, rehabilitation, use of any complementary (alternative) treatment methods specified in the regulatory enactments of the Republic of Latvia, prosthetic care and prostheses
- 22.4. Any non-emergency surgeries, including plastic and reconstructive surgery
- 22.5. Any further treatment starting from the day when repatriation becomes possible in cases when the Customer refuses from repatriation despite their medical condition allowing it
- 22.6. Expenses for evacuation of a child, arrival of a relative, medical transport in the Home Country, medical expenses in the Home Country which have not been pre-approved by us in writing in advance Latvia
- 22.7. Hospital treatment for more than 30 days counting from the first day of hospitalisation
- 22.8. Regarding sudden illness or aggravation of a chronic disease which has started to You before commencement of the insurance period indicated in the insurance certificate or going on the Travel, as well as if You went abroad without observing recommendations of the doctor not to travel;
- 22.9. Oncologic conditions, dialysis, cirrhosis, multiple sclerosis, tuberculosis regardless of the stage of the disease or the health status
- 22.10. Pregnancy (except the cases mentioned in Paragraph 9.3 of these terms and conditions), termination of pregnancy, parturition, complications thereof, postpartum care or complications
- 22.11. Diseases or medical conditions caused by HIV or acquired immunodeficiency syndrome (AIDS)
- 22.12. Diagnosis and treatment of alcohol, drug or substance addiction, diagnosis and treatment of damage to health caused by any toxic or intoxicating substances
- 22.13. Expenses associated with requesting a higher level of comfort or services
- 22.14. Pandemic or epidemic, any infectious disease caused by an unknown trigger, swine influenza, avian influenza or any diseases not discovered in the world and not known upon the signing of the insurance contract, as well as caused by other similar events stipulated in the insurance contract
- 22.15. Any infectious disease in case of failure to take into account the recommendations given to travellers by the World Health Organisation with regard to vaccination and prevention and the recommendations given by the Ministry of Foreign Affairs of the Republic of Latvia when visiting any areas affected by dangerous infections
- 22.16. Any cases when, upon the occurrence of a sudden medical condition in a foreign country, you require emergency medical care, but do to seek advice from a qualified medical practitioner or to seek medical care immediately (within not more than 24 hours)
- 22.17. Any medical conditions occurring due to any mental disorders, mental conditions, acute stress reactions, hysteric, epilepsy, or other psychic disorders.
- 22.18. Regarding medical assistance provided after transfer of the Customer to another country from the place of the accident.For example, an accident or illness has occurred in Russia and

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the Customer is being transferred to Belarus where medical treatment is provided.

## 23. DOCUMENTS NECESSARY TO RECEIVE AN INSURANCE INDEMNITY (IN ADDITION TO THOSE MENTIONED IN CLAUSE 76):

- 23.1. A statement issued by a medical institution to confirm the casualty or the medical condition, including the complete diagnosis, the applied treatment, the results of the examinations and tests which confirm the diagnosis, and other treatment services received in association with the insured event
- 23.2. The medical prescription (or a copy of it) used to purchase the medications or the medical products
- 23.3. The document which confirms the payment, has been issued by the medical institution, doctor, pharmacy or any other institution/organisation which has provided help to you (such as rescue service), and includes information about the recipient of the service (name, surname, birth data) and the provider of the service (name, registration number, bank details), a detailed description and an accurate name of the service, the amount of the expenses, the date or period (in case of hospitalisation) when the service was received
- 23.4. In the event that the risk "Payment of Telephone Calls", a printout of the telephone calls which confirms the fact of calling and the costs

#### PART IV - INSURANCE OF RECREATIONAL ACTIVITIES

#### 24. RECREATIONAL ACTIVITIES

We indemnify for the losses incurred due to the occurrence of the risks which are included in the insurance certificate, are to be indemnified after the occurrence of the respective risk under these insurance terms and conditions, and occur while You, during your travel, engage in the high-risk activities mentioned in Paragraph 2.4.

## PART V - INSURANCE OF TRAVEL DOCUMENTS AND MONEY

## 25. TRAVEL DOCUMENTS

- 25.1. We indemnify for the below losses which have been caused to or incurred by you due to restoration of your passport, identification card (eID), land vehicle driving licence, vehicle registration certificate in the Home Country and/or obtaining of a replacement document in a foreign country if any of the aforesaid documents is stolen, robbed or lost during the travel.25.2. We compensate the expenses for:
  - 25.2.1. Obtaining a new document to replace the stolen, robbed or lost one
  - 25.2.2. The necessary additional transportation expenses (economy-class ticket) and hotel expenses you have incurred abroad in association with the obtaining of new travel documents mentioned in Paragraph 25.1 of these terms and conditions.

## 26. MONEY THEFT AND ROBBERY

We indemnify for the losses incurred by the Customer due to theft (stealing or robbery as defined in the Criminal Law of the Republic of Latvia) of their cash in the amount of the stolen cash, but not more than EUR 250 per insured event.

#### 27. ADDITIONAL EXCEPTIONS

Further to the general exceptions specified in Clause 77 of these terms and conditions, no indemnity is paid:

- 27.1. If, within 24 hours of the theft, robbery or loss of the travel documents and/or the money, no notification has been submitted to a law enforcement authority of the respective state and, consequently, no written acknowledgement of such a notification has been received from the law enforcement authority
- 27.2. For losses which have been caused by inappropriate storage of cash or travel documents (including failure to use a safe-box if such an opportunity exists at the place of accommodation or the public place) or leaving them unattended in a vehicle, on a beach, or in any other publicly accessible, unguarded place, or handing them over for storage to another person (except if the Customer is a child below 16 years of age)
- 27.3. For losses associated with restoration of a land vehicle driving licence or a vehicle registration certificate and/or obtaining replacement documents if the type of transport used for the travel is not a land vehicle
- 27.4. For losses associated with the restoration of any certificates linked to/included in the personal identification card (eID) as well as any losses associated with the restoration of any electronic services linked to the card
- 27.5. For losses caused by confiscation of any cash by the customs or any other public authority
- 27.6. For losses associated with purchase or re-issuance of tickets for the travel to the Home Country
- 27.7. For losses associated with accelerated obtaining of new travel documents in the Home Country

## 28. DOCUMENTS NECESSARY TO RECEIVE AN INSURANCE INDEMNITY (IN ADDITION TO THOSE MENTIONED IN CLAUSE 76):

- 28.1. In the event of theft, robbery or loss of the travel documents and/or theft or robbery of money, an official statement which has been issued by a law enforcement authority to confirm that a notification had been submitted to the law enforcement authority within 24 hours of the robbery or loss of the travel documents and/or the theft or robbery of the money and which evidences the fact of the theft/robbery/loss
- 28.2. In the event of theft, robbery or loss of the travel documents:
  - 28.2.1. A copy of the return certificate or the temporary travel document issued by the diplomatic or consular office of the Customer's Home Country due to theft, robbery or loss of the travel document(s)
    - 28.2.2. The documents evidencing the payments for the making of the new travel documents, the payment of the state duties, the payments for the hotel and/or transportation services in the foreign country.

#### **PART VI – INSURANCE OF LEGAL EXPENSES**

#### 29. DOCUMENTS LEGAL EXPENSES

- 29.1. We shall indemnify Your legal expenses if, during Your Travel, You will have incurred expenses for legal assistance provided to You related to claims for damages by third parties, where You are subject to civil liability in accordance with the laws and regulations effective in the country of Travel. Within the limits of the Sum insured for this insured risk, We shall indemnify also the costs recovered from You by the court judgment (State duty and stationery fees).
- 29.2. We shall indemnify Your costs due to the services provided by a professional interpreter for translation of the documents of



national authorities if those are related to the occurrence of the risk Legal Expenses.

## **30. ADDITIONAL EXCEPTIONS**

Further to the general exceptions specified in Clause 77 of these terms and conditions, no indemnity is paid for the legal expenses if:

- 30.1. They have been incurred by you in association with driving, rental, use, parking, storage of a land vehicle, including violation of the road traffic regulations, or due to onset of driver's thirdparty liability
- 30.2. They have been incurred by you in association with a matter lodged with a court of arbitration
- 30.3. You did not seek free legal advice which was available under the regulatory acts of the Republic of Latvia, the respective state, or the international regulatory enactments
- 30.4. They have been incurred in association with your professional activities, employment, or failure to fulfil any other contractual obligations
- 30.5. They have been incurred in association with any judicial claims regarding marriage, inheritance or employment relationships
- 30.6. The legal advice has been provided or you have been represented in court by a person without the proper qualification in the respective legal matter
- 30.7. They have been incurred due to your or your representative's failure to appear before the court, comply with the decision issued by the court or deliberate prolongation of the judicial proceedings, due to gross negligence, or increasing the expenses otherwise
- 30.8. They have been incurred in association with insolvency or bankruptcy
- 30.9. The legal advice has been provided by a business in which the Customer owns any capital shares or in which the Customer works himself/herself, or the legal advice has been provided by a legal advice office which the Customer has a cooperation agreement with.

### 31. ADDITIONAL DOCUMENTS NECESSARY TO RECEIVE AN INSURANCE INDEMNITY (IN ADDITION TO THOSE MENTIONED IN CLAUSE 76):

- 31.1. In case of legal expenses:
  - 31.1.1. A copy of the claim instituted against you
  - 31.1.2. A contract with the legal help provider which indicates a description of the legal help provided;
  - 31.1.3. The document confirming the payment for the legal advice service
- 31.2. In cases of translation services:
  - 31.2.1. Copies of the document translated and the translation itself
  - 31.2.2. The document confirming the payment for the translation service

## PART VII - CASUALTY INSURANCE

#### 32. CASUALTIES

32.1. Death due to the casualty: If death of the Customer occurs due to the casualty within one year of the date of the casualty, we follow the procedures established in the regulatory acts of the Home Country of the Customer to pay the beneficiary or the Customer's legitimate heirs, whose inheritance rights have been duly approved, the amount which is equal to 50% of the total sum of insurance fixed for the Casualty Insurance risk in the insurance certificate.

32.2. Disability due to the casualty: If, due to the casualty and within one year of the date of the casualty, the Client suffers permanent health injury (disability), we pay an insurance indemnity calculated as a percentage (according to the below table) of the amount which is equal to 50% of the sum of insurance fixed for the Casualty Insurance risk in the insurance certificate:

	PERMANENT DAMAGE TO	Indemnity Amount, %	
NO.	HEALTH	RIGHT	LEFT
1.	Shoulder disarticulation	65	60
2.	Elbow disarticulation	60	55
3.	Wrist disarticulation	55	50
4.	Thumb amputation	15	10
5.	Amputation of any other finger	7	5
6.	Above-knee leg amputation	65	60
7.	Knee disarticulation	60	60
8.	Ankle disarticulation	40	40
9.	Big toe amputation	3	3
10.	Any other toe amputation	2	2
11.	Total loss of sight of one eye	50	
12.	Total loss of sight of both eyes	100	
13.	Total loss of hearing of one ear	25	
14.	Total loss of hearing of both Ears	100	
15.	Complete loss of speech	50	
16.	Traumatic loss of tongue at the Base	50	
17.	Trauma to the nervous system – Monoparesis	25	
18.	Trauma to the nervous system – paraparesis, hemiparesis	50	
19.	Trauma to the nervous system – Tetraparesis	100	

- 32.3. If the casualty has resulted in several permanent injuries of the parts of body, then the percentages fixed for each injury are summed up, without exceeding 50% of the total sum of insurance fixed for the Casualty Insurance risk.
- 32.4. If the Customers left-handed, the amount of the insurance indemnity is changed respectively for the injuries to the right and left limb.
- 32.5. If the sequelae and the permanent health injury caused by the casualty have been causally affected by your medical condition, injury or physical defect not associated with the casualty and present prior to the casualty, the insurance indemnity for the permanent injury (disability) or death is paid in the amount which would be brought about if there was no such other medical condition, injury or physical defect.

#### **33. ADDITIONAL EXCEPTIONS**

Further to the general exceptions specified in Clause 77 of these terms and conditions, no indemnity is paid:

- 33.1. If you have been driving a vehicle without a driving licence for the respective category of vehicles
- 33.2. For losses associated with a stroke, coronary heart disease, parturition, surgeries, medical manipulations, sequelae thereof, medical errors, infectious and other conditions

#### 34. DOCUMENTS NECESSARY TO RECEIVE AN INSURANCE INDEMNITY (IN ADDITION TO THOSE MENTIONED IN CLAUSE 76 ):

34.1. An official statement issued by the medical institution to confirm the fact of the injury and the diagnosis



- 34.2. The documents confirming disability in the event of disability
- 34.3. The death certificate, the official statement regarding the cause of death, and the document confirming the inheritance rights in case of Client's death.

#### PART VIII - THIRD-PARTY LIABILITY INSURANCE

#### 35. THIRD-PARTY LIABILITY

- 35.1. The insurance under these terms and conditions covers your third-party liability which sets in during the travel due to your act or omission which has resulted in bodily injuries to a third party or damage to the property of a third party, provided that the third party has lodged their loss reimbursement claim with us in writing within the insurance period or within 30 days of the last day of the insurance period.
- 35.2. We shall pay the insurance indemnity for one or more insured events during the insurance period specified in the insurance contract certificate for:
- 35.2.1 Emergency medical aid (as per these terms and conditions) provided to the third party, provided that documented evidence is provided for such aid, not exceeding 50% of the sum of insurance fixed for the third-party liability insurance risk in the insurance certificate;
- 35.2.2 Damage to or loss of a tangible property of the third party, in its actual value and not exceeding 50% of the sum of insurance fixed for the third-party liability insurance risk in the insurance certificate.

## **36. ADDITIONAL EXCEPTIONS**

Further to the general exceptions specified in Clause 77 of these terms and conditions, no indemnity is paid for any losses caused:

- 36.1. If the tangible property is in your or your family members' property, possession, use or tenure, or it is at their disposal, under their supervision or management, or the Customer or the Customer's family members have taken it over, leased it, or accepted for sale etc.
- 36.2. In association with any damage to your or your relatives' health or life
- 36.3. By an animal owned or supervised by you or owned by any person whom you are responsible for under the regulatory enactments
- 36.4. If you do sports or subject yourself to any other increased risk not insured under the conditions of the insurance contract
- 36.5. If you do handicraft, economic, professional or commercial business or are in employment or contractual relationship of any type
- 36.6. If you use any property for any purposes other than those specified in the cardholder manual
- 36.7. If you perform construction or installation work
- 36.8. By operation of a motorised land, water or air vehicle as well as any other motorised device which, according to its design, is meant for carriage of people or cargos, as well as by loading/unloading any land, air or water vehicle
- 36.9. By carrying of any infectious diseases

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36.10. In association with any type of contractual penalties, interest, statutory interest, fines imposed by any state, municipal or other authorities, arrears in taxes, duties or any other payments due under the regulatory acts or a judicial deal.

#### 37. ACTIVITIES AND DOCUMENTS NECESSARY TO RECEIVE AN INSURANCE INDEMNITY (IN ADDITION TO THOSE MENTIONED IN CLAUSE 76):

## 37.1. You are obliged:

- 37.1.1. Immediately after it becomes possible, to notify us in writing about every event which might result in a claim being instituted against you in association with your unauthorised action during the travel
- 37.1.2. Immediately after it becomes possible, to submit to us the respective information and copies of all the received documents if investigation is started, a formal notice is issued, or any other legal action is taken in association with an event mentioned in Clause 35, or you have received a complaint or a claim
- 37.1.3. To take measures to avoid or reduce the losses and to make every effort to support the investigation of the circumstances of the event as well as to provide us with true and complete information about the insured rick and the circumstances in which the losses were incurred, the information and documents necessary for the assessment of the losses
- 37.1.4. Not to acknowledge, either entirely or partially, any third-party claims regarding your third-party liability during the travel without our prior written consent
- 37.2. If the Customer has failed to comply or to comply properly with any condition referred to in Clause 37.1, We shall have the right to reduce the amount of the insurance indemnity by fifty per cent or to refuse it in full.

## PART IX - LUGGAGE INSURANCE

## 38. LUGGAGE INSURANCE

- 38.1. For the purposes of these terms and conditions, luggage is suitcases, travel bags, handbags checked in by the Carrier in your name as well as the items inside them, provided that they are your or your family members' clothing, footwear or items of personal hygiene, prams, strollers or other special carriages, souvenirs, sports equipment.
- 38.2. Insurance indemnity for the insurance of hand luggage is paid without exceeding the sum of insurance fixed in the certificate for the Customer in whose name it has been registered (checked in).
- 38.3. Sports equipment as luggage is insured only on the condition that the respective kind of sport, which requires use of the equipment, is included in the coverage of the insurance contract under these terms and conditions and the conditions of the insurance certificate (except for Winter Sports equipment which is not included in the Luggage Insurance risk coverage).
- 38.4. Damage to, loss of, delay of, damage caused by a casualty of winter sports equipment during the travel are mentioned in Part XIII of these terms and conditions and the insurance certificate as separate risks, and the losses associated with winter sports equipment are compensated within the sums or insurance fixed for such risks in the certificate.
- 38.5. The indemnity for each group or items (such as outdoor clothes, footwear, underwear, souvenirs etc.) is limited to EUR 250 and limited to EUR 150 for each one item. Such limits are not applied to sports equipment and prams.
- 38.6. The amount of the insurance indemnity is determined as the difference between the losses evidenced by you and the compensation paid out by the Airline. A compensation for any damage caused to the luggage (except theft of Luggage during the travel and delay of Luggage) should primarily be requested by you from the Airline.

#### 39. DAMAGE, LOSS OF LUGGAGE

- 39.1. In the event of damage to or loss of luggage, the Customer is reimbursed for the losses incurred abroad or upon the return to the Home Country in association with damage to and/or loss of the luggage during transportation due to the Carrier, provided that this is confirmed in writing in a document issued by the Carrier.
- 39.2. Luggage is considered to be lost if the fact has been acknowledged by the Carrier in writing, specifying the amount of the compensation paid or the refusal to pay it.
- 39.3. In the event of damage to the luggage, we indemnify the duly documented losses of the Client for repair and cleaning of the damaged luggage or, in case the damaged luggage cannot be repaired, pay the actual value of the luggage, but only after the responsible Carrier has acknowledged the damage to the luggage and issued a statement which confirms the damage of the luggage and contains the amount of the compensation paid or a refusal to pay it.
- 39.4. In the event of loss of luggage, we indemnify the Customer for the losses associated with the replacement of the lost items with equivalent ones or pay a compensation in the actual value of the luggage, not exceeding the limits fixed for each one item and each one group of items and the sum of insurance fixed in the certificate for the luggage damage, loss risk.
- 39.5. The actual value of the damaged or lost luggage is determined based on the level of the prices in the market upon the occurrence of the loss, considering the reduction of its value by applying the wear and tear rate of 20% per year from the moment of acquisition, but not exceeding the total wear and tear rate of 70%
- 39.6. When paying out the insurance indemnity for lost or damaged luggage, the sum is reduced by the amount of the insurance indemnity previously paid out under this insurance contract for the delay of the luggage and the amount of the compensation paid by the Carrier.
- 39.7. The luggage damage and loss risk does not apply if the luggage has been checked in and handed over to the Carrier before the insurance certificate took effect.
- 39.8. If the damaged luggage cannot be repaired, then, upon the payment of the insurance indemnity, we are entitled to keep the damaged luggage item.

#### 40. DELAY OF LUGGAGE

- 40.1. In the event luggage is delayed, the Customer is indemnified for the losses incurred upon the arrival at the travel Transit Point or the final destination due to a delay of the luggage for more than 3 hours.
- 40.2. Without exceeding the total sum of insurance fixed for one Customer in the insurance certificate for the risk of delay of luggage, we indemnify for the documented reasonable expenses for the items of prime necessity, toilet articles, clothing and footwear which is adequate for the local climate at the respective travel destination acquired to replace the personal items which were in luggage in the event that they have been purchased by the return of the delayed luggage.
- 40.3. If it is specified in the insurance certificate that the insurance covers doing sports (Sport, , or Recreational Activities), then the expenses for the rental of the type of sports equipment insured under the provisions of the insurance contract are indemnified.
- 40.4. Without exceeding the sum of insurance fixed in the insurance certificate for the risk of delay of luggage, we indemnify the expenses for the rental of the sports equipment until the return of the delayed luggage.

#### 41. THEFT OF LUGGAGE DURING TRAVEL

- 41.1. For the purposes of these terms and conditions, theft during travel is an event when your luggage is stolen during the travel (through theft or robbery as defined in the Criminal Law of the Republic of Latvia) while you are in charge of it.
- 41.2. In the event of theft of the luggage during the travel, we indemnify the documented reasonable losses you have suffered due to the necessity to make purchases in a foreign country in order to replace the stolen/robbed luggage items, provided that the purchases have been made within 72 hours of the awareness of the theft.
- 41.3. If the insurance certificate specifies that the sports activities (Recreational Activities or Sports) are insured, in the case of sports equipment theft, the costs of rent sports equipment (except for Winter Sports) shall be indemnified if the particular type of sport is insured in accordance with the conditions of the insurance contract.
- 41.4. Upon the occurrence of the risk Theft of Luggage During Travel, you are obliged to report the case to a law enforcement authority of the respective country within 24 hours of becoming aware of the theft/robbery and obtain a written confirmation regarding the fact.
- 41.5. Indemnity for stolen or robbed luggage is paid if none of the below security requirements has been breached:
  - 41.5.1. At the place of accommodation, the luggage has been kept in locked premises designed for it or in locked hotel room;
  - 41.5.2. The luggage has not been left unattended at any public places;
  - 41.5.3. The luggage has not been left in unlocked vehicles. Luggage must be placed in a vehicle so that it is not visible to passers-by and does not attract attention.

## 42. ADDITIONAL EXCEPTIONS

Further to the general exceptions specified in Clause 77 of these terms and conditions, the following luggage-related losses are not indemnified:

- 42.1. Losses occurring due to lawful delay of luggage, forced detention, arrest or confiscation by the customer and/or any other competent public authority;
- 42.2. Losses associated with food, alcohol, decorative cosmetics and perfumery;
- 42.3. Losses caused to the luggage by the Customer themselves regardless of the reason;
- 42.4. Regarding the delayed baggage, if the baggage has been registered and transferred under responsibility of the Carrier prior to the date of commencement of the insurance period specified in the insurance certificate, as well as if the baggage has been delayed upon Your return to the Home Country;
- 42.5. Losses caused by moth, insects or other pests;
- 42.6. Losses occurring due to wear and tear or gradual depreciation of the property;
- 42.7. Losses occurring due to scratched items and unsubstantial damage of cosmetic nature to them, including scratches on the suitcase, sports equipment or winter sports equipment;
- 42.8. Losses occurring due to cleaning, painting, mending/reparation or restoration;
- 42.9. Losses associated with jewellery, watches, precious metals, bijou, fragile items, including porcelain, glass and statuettes, pieces of art, computer hardware, video, audio, photo, cellular telephone or other communication hardware and accessories (such as chargers, adapters, playback devices), spectacles, contact lenses, sunglasses, hearing aids, prostheses, medications, musical instruments, furriery articles, carpets and articles made of other high-quality materials;

- 42.10. Losses associated with plants, animals;
- 42.11. Losses associated with damage, delay, theft or loss of any value of the documents, money, travel tickets, securities, any cards, coupons, data carriers, computer programs carried in the luggage;
- 42.12. Losses associated with any liquids in the luggage and any damage caused by leakage thereof, other items in the luggage;
- 42.13. Losses associated with damage to or theft or delay of luggage during the transportation if it has not been reported to the responsible Carrier immediately;
- 42.14. Losses associated with theft of luggage during the travel if, within 24 hours of the theft or robbery, the cases has not been reported to a law enforcement authority of the respective country and/or no written confirmation regarding the fact of theft or robbery has been obtained;
- 42.15. Losses associated with theft or robbery of luggage if the requirements and obligations applicable to storage of luggage have not been respected;
- 42.16. Losses associated with disappearance of individual items from the luggage handed over to the Carrier;
- 42.17. Losses associated with theft of luggage from ski boxes, luggage boxes and bicycle racks designed for carriage of bicycles by motor vehicles between 21.00 and 8.00 o'clock local time;
- 42.18. Losses associated with luggage or personal items sent as a cargo with a delivery note or in a vehicle not used by the Customer themselves;
- 42.19. Losses associated with any luggage not owned by the Customer themselves or not intended for their personal use (except cases when the luggage is for the needs of and use by their Family Member);
- 42.20. Losses associated with damage of rented sports equipment (except the cases stipulated in Clause 59 (Winter Sports insurance) if such a risk has been insured;
- 42.21. Losses associated with illegally carried luggage.

#### 43. DOCUMENTS NECESSARY TO RECEIVE AN INSURANCE INDEMNITY (IN ADDITION TO THOSE MENTIONED IN CLAUSE 76):

- 43.1. In case of damage to or loss of luggage:
  - 43.1.1. A copy of the ticket or the booking document, the boarding pass, the luggage ticket;
  - 43.1.2. A document issued by the Carrier to confirm the damage or loss of the luggage, the compensation paid and the amount thereof, or a refusal to pay it;
  - 43.1.3. In the event of loss of luggage, the listing of the lost luggage, including the time of purchase;
  - 43.1.4. Additionally in the event of luggage damage:
    - 43.1.4.1. A description of the damage to the luggage;43.1.4.2. The damaged luggage or photos thereof in a quality allowing to assess the damage and the property/item number, brand, model (if
    - available); 43.1.4.3. The documents confirming the payments for the cleaning and repair of the luggage, or purchase of new equivalent luggage in case no repair is possible;
- 43.2. In the event of luggage delay:
  - 43.2.1. A copy of the ticket or the booking document, the boarding pass, the luggage ticket;
  - 43.2.2. The document issued by the Carrier to confirm that the luggage (including sports equipment) was delayed for more than 3 hours, including a note regarding the date and time when the luggage was delivered to you;

- 43.2.3. In the event of a delay of sports equipment, the documents confirming the sports equipment rental payments;
- 43.2.4. The payment documents confirming the purchases; 43.3. Theft of luggage during travel:
  - 43.3.1. An official statement issued by a law enforcement authority of the respective country to confirm the theft of the luggage;
    - 43.3.2. The luggage ticket;
    - 43.3.3. The payment documents confirming the purchases;
    - 43.3.4. In the event of theft of sports equipment, the documents confirming the sports equipment rental payments.

## PART X

## **INSURANCE OF CHANGES IN THE TRAVEL**

## 44. THE INSURANCE PREMIUM IS NOT COMPENSATED IF THE RISKS DESCRIBED IN PART X OCCUR.

## 45. WITH REGARD TO ALL OF THE RISKS MENTIONED IN PART X (EXCEPT DUE TO DELAY OF TRAVEL DUE TO RTA):

- 45.1. We indemnify only the expenses you are not able to recover under the provisions of the contract with the Travel Organiser or the regulatory acts. You should primarily request compensations for any services not received or for any additional expenses from the Travel Organisers;
- 45.2. The amount of the insurance indemnity is determined as the difference between the expenses evidenced by you and the compensation paid out by the Travel Organiser or any other third parties.

## 46. CANCELLATION, TERMINATION OF TRAVEL

- 46.1. For the purposes of these terms and conditions, cancellation or termination of the travel is your losses which occur due to cancellation or termination of the travel for the following reasons:
  - 46.1.1. Death of the Customer or their Family Member;
  - 46.1.2. You have been summoned to appear before court as a witness or the victim following the statutory procedures, provided that the summons have been served upon you after the signing of the insurance certificate ;
  - 46.1.3. Your presence is required due to material damage caused to your property in your Home Country due to fire, storm, flooding, a utility emergency, or unlawful acts of any third parties, provided that the loss is not less than EUR 2,000;
  - 46.1.4. Cancellation of the concert or the conference if the purpose of the travel was a public concert or a conference;
  - 46.1.5. Additionally in the event the travel is cancelled:
    - 46.1.5.1. You or a Family Member of yours has unexpectedly suffered a medical condition or a casualty requiring emergency medical care and subsequent out-patient treatment for not less than 7 days or treatment in a 24hour in-patient facility for not less than 24 hours, provided that the said treatment continues until the starting date of the planned travel;
    - 46.1.5.2. If the Customer or the Customer's spouse suffers complications in pregnancy, provided that the pregnancy has occurred after the payment for the travel either partially or in



full and the said treatment continues until the starting date of the planned travel, and the prohibition to travel has been confirmed in a statement issued by the attending doctor:

- 46.1.6. Additionally in the event that the travel is terminated:
  - 46.1.6.1. If a Family Member of yours, who is in your Home Country during your travel, is taken to a 24-hour in-patient facility (hospital) for at least 48 hours and, according to the attending doctor, their health condition is critical;
  - 46.1.6.2. You are called back from a vacation in the cases and following the procedures established in the law:
  - 46.1.6.3. When travelling in a personal or rented vehicle, the vehicle suffers in a RTA and, consequently, continuing the travel is not possible.
- 46.2. The event is acknowledged as an insured event and the insurance indemnity is paid only if all of the below conditions are met:
  - 46.2.1. The insurance certificate has been executed not less than 5 days before beginning of the Travel;
  - 46.2.2. The reason for cancellation/interruption of the Travel has occurred after execution of the insurance certificate and was not expected before;
  - 46.2.3. Additionally in the event of cancellation of travel: The cancellation of the planned travel has occurred while you are in the territory of your Home Country, i.e., before the start of the travel, and all of the planned travel, which has been previously paid for or the payment has been mandatory under the booking terms and conditions, has been revoked.

#### 46.3. We indemnify your expenses:

- 46.3.1. In the event of cancellation of the travel: The transportation and accommodation expenses you have paid under the contract between you and the Travel Organiser (including when the payment has been made in case of a non-refundable booking);
- 46.3.2. In addition to those mentioned in Paragraph 46.3.1, for the purchase of the ticket for the cancelled concert or the conference participation fee if the purpose of the travel was a public concert or a conference ;
- 46.3.3. In the event of termination of the travel: The expenses for the re-issuance of the ticket or the purchase of a new economy-class ticket, or rental of a passenger car, depending on which of the above options is the most favourable financially for the return to the country where the travel started.
- 46.3.4 For airline tickets for trip cancellation or trip interruption, not exceeding limit of EUR 200 per each airline ticket

#### 47. MISSING TRAVEL DUE TO RTA

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- 47.1. We indemnify the below losses you have incurred if you arrived at the airport with a delay (i.e., the check-in for the flight was ended) or missed any other transport provided by the Carrier for the following reasons:
  - 47.1.1. The vehicle you used for going to the;
  - 47.1.2. The vehicle you used for going to the point of departure could not continue the trip due to any consequences caused by an accident involving other vehicles (e.g., stopping of highway traffic), as evidenced by a statement issued by the traffic police;
  - 47.1.3. Disturbances in the running of the public transport you used for going to the point of departure (except taxi) which had not been notified in advance and occurred
  - Joint-stock insurance company BALTA, unified registration No. 40003049409, Scanstes street 25, LV-1013, Riga, Latvia, phone No. 67082333, e-

due to technical problems with the vehicle. In such case,

the technical reasons must be officially confirmed.

47.2. We indemnify the expenses for the re-issuance of the ticket or the purchase of a new ticket for the type of transport which is equal to the missed one, in order to continue the travel.

#### 48. SUBSTITUTION OF MISSED FLIGHT

If your flight, which is the first and flight at the start of the travel, is delayed by 3 or more hours, we indemnify the expenses for the reissuance of the ticket or for the purchase of a ticket for a new flight or other alternative type of transport in case the ticket cannot be reissued, provided that it is purchased to continue the travel to reach the final destination.

## 49. FLIGHT DELAY

- 49.1. We indemnify the below losses you have suffered if your flight is delayed outside your Home Country due to technical problems with the aircraft or due to bad weather conditions for a period exceeding 3 hours, provided that such losses are not covered by the Airline.
- 49.2. The indemnification covers the losses occurring at the place of the delay in association with meals, alcoholic and non-alcoholic beverages, hotel and transportation from the airport where the flight was delayed to the hotel and back.
- 49.3. The expenses are indemnified if they have occurred in the time period between the initially planned time of departure and the actual time of departure, not exceeding the following within a day:

49.3.1. EUR 30 for meals, alcoholic and non-alcoholic beverages; 49.3.2. EUR 30 for the transport from and back to the airport; 49.3.3. EUR 70 for hotel expenses.

#### 50. MISSED CONNECTED FLIGHT

- 50.1. If your travel consists of several, connected flights, one of the flights is delayed for technical reasons or due to poor weather conditions and, consequently, you miss the next flight(s) when you arrive at the Transit Point, we indemnify your losses associated with:
  - 50.1.1. The re-issuance of the tickets or the additional transportation expenses for a new economy-class ticket or expenses for other type of transport you have incurred in order to continue the travel when the ticket issued for the missed flight cannot be re-issued.
  - 50.1.2. Hotel accommodation at the Transit Point if you are not able to continue your travel for valid reasons beyond your control. We indemnify hotel accommodation expenses up to the amount of EUR 70 per day, but for not more than 3 days during the entire travel.
- 50.2. The risk is valid on the condition that flights are operated registered Airlines with officially published regular flight schedules. In case of disputes, the flight dates, times and transfer points are determined using the Amadeus or other similar airline ticket booking system.
- 50.3. If the previous flight arrives to and the next flight departs from the same airport, the insurance indemnity is paid only if the time between the planned arrival at the Transit Point and the departure from the same Transit Point exceeds 2 hours and the standard minimum connection time requirements applicable to international airports are met.
- 50.4 If the previous flight arrives to one airport, but the next flight departs from a different one, the insurance indemnity is paid only if the time between the planned arrival at the Transit Point and the departure from the other Transit Point exceeds 10 hours

and the standard minimum connection time requirements applicable to international airports with regard to inbound and outbound connected flights are met.

## 51. MISSED HOTEL DAYS

If any of the below risks insured under these terms and conditions occurs:

- 51.1. Missing travel due to RTA (Clause 47);
- 51.2. Substitution of missed flight (Clause 48);
- 51.3. Flight delay (Clause 49);
- 51.4. Missed connected flight (Clause 50);
- 51.5. Cancellation of flight due to natural disaster (Clause 52);
- 51.6. Refusal of seat in aircraft (Clause 53).

you are indemnified for the expenses for hotel accommodation at the travel destination and/or the transit point which was booked and paid prior to the start of the travel, or the payment is mandatory under the booking terms and conditions. The expenses are indemnified if you physically could not have spent the booked days at the hotel, and they are indemnified for the number of days you were not able to stay at the paid hotel.

## 52. CANCELLATION OF FLIGHT DUE TO NATURAL DISASTER

If the flights has been cancelled or delayed for more than 24 hours due to any Natural Disaster (as defined herein), which has been announced as a natural disaster in mass media, we indemnify the following expenses associated with the cancellation or delay of the flight:

- 52.1. Re-issuance of the ticket for a different time or flight, or
- 52.2. Purchase of a new economy-class flight ticket, or
- 52.3. Purchase of a ticket for any other, alternative means of transport

### 53. REFUSAL OF SEAT IN AIRCRAFT

If your itinerary consists of several, connected flights and you have incurred losses due to refusal of a seat on a regular flight (operated by a licensed Airline) due to lack of free seats and, due to this, you are not able to catch the next flight planned in your itinerary, we indemnify the expenses for:

- 53.1. Re-issuance of the flight tickets or
- 53.2. Purchase of a new economy-class flight ticket in case re-issuance of the ticket is not possible

#### 54. ADDITIONAL EXCEPTIONS

Further to the general exceptions specified in Clause 77 of these terms and conditions, no indemnity is paid for the following losses:

- 54.1. Due to the occurrence of the Travel Cancellation, Termination risk if:
  - 54.1.1. The insurance certificate has been issued after the occurrence of any of the travel cancellation/termination reasons mentioned in Clause 46 of these terms and conditions;
  - 54.1.2. You have failed to notify the Travel Organiser(s) in writing within 24 hours about the necessity to revoke the service and have not requested that the expenses associated with the cancellation of the travel be indemnified;
  - 54.1.3. The travel is cancelled due to the occurrence of the circumstances mentioned in Clause 22 of the terms and conditions.
- 54.2. Due to the occurrence of the Missing Travel Due to RTA risk if:
  - 54.2.1. The flight you have missed is not operated by an Airline or another Carrier with published time schedules and route listings:
  - 54.2.2. You did not make an attempt to arrive at the airport, sea
  - Joint-stock insurance company BALTA, unified registration No. 40003049409, Scanstes street 25, LV-1013, Riga, Latvia, phone No. 67082333, e-

port, railway or bus terminal on time using any other vehicle.

- 54.3. Due to the occurrence of the Substitution of Missed Flight risk if: 54.3.1. You were not checked-in for the particular flight;
  - 54.3.2. The delay has occurred to any Natural Disaster;
  - 54.3.3. In association with the substitution of a charter flight.
- 54.4. Due to the occurrence of the Flight Delay risk if:
  - 54.4.1. The flight is a charter flight or is operated by an Airline without published regular flight schedules;
    - 54.4.2. The flight delay was notified or could become known to you prior to the signing of the insurance certificate ;
    - 54.4.3. The delay has occurred to any Natural Disaster.
- 54.5. Due to the occurrence of the Missed Connected Flight risk if: 54.5.1. The changes to the itinerary were made prior to the signing of the insurance certificate;
  - 54.5.2. You missed the check-in time fixed by the airport for the flight or failed to turn up for the flight due to your own fault;
  - 54.5.3. You had not checked-in for the flight;
  - 54.5.4. It was associated with a Natural Disaster;
  - 54.5.5. The flight is delayed or cancelled by the airport administration, the aviation committee or any public authority;
  - 54.5.6. If the flight is not operated by a licensed Airline with published regular flight schedules.
- 54.6. Due to the occurrence of the Missed Hotel Days risk if:
  - 54.6.1. Any of the risks mentioned in Paragraphs 51.1-51.6 has occurred, but is not covered under the conditions of the insurance contract;
  - 54.6.2. You had an opportunity to spend the planned days in the hotel, but you opted for another alternative;
  - 54.6.3. You did not use the opportunity to fly to the final destination using the nearest available flight or any alternative means of transport upon the occurrence of the risk Cancellation of Flight Due to Natural Disaster.
- 54.7. Due to the occurrence of the Cancellation of Flight Due to Natural Disaster risk
  - 54.7.1. The flight was delayed for less than 24 hours;
  - 54.7.2. You did not use the opportunity offered by the Airline to exchange the unused ticket for another ticket for the nearest available flight
  - 54.7.3. An airline ticket has been purchased and/or the insurance certificate has been executed after the information regarding Natural Disaster in the mass media.
- 54.8. Due to the occurrence of the Refusal of Seat in Aircraft risk if: 54.8.1. You have not checked in for the flight.

## 55. DOCUMENTS NECESSARY TO RECEIVE AN INSURANCE INDEMNITY (IN ADDITION TO THOSE MENTIONED IN CLAUSE 76):

- 55.1. In the event of cancellation of the travel:
  - 55.1.1. The documents confirming the travel transport and accommodation expenses which you paid before the commencement of the travel or which were mandatory under the booking terms and conditions;
  - 55.1.2. If the travel was arranged via a Travel Agency/Operator, then the contract signed for the travel service and the additional documents (if any) where the sanctions applicable to travel cancellations are stipulated;

55.1.3. A statement from the Travel Organiser regarding the time of receipt of the written notification from you regarding the necessity to revoke the service and/or the amount of the compensation paid, or a refusal to pay it;

55.1.4. In the event you have or your Family Member has suffered a medical condition or a casualty: statements (discharge summaries, medical histories) issued by the medical institutions. The discharge summary shall contain the name and surname of the patient, the date



of onset of the medical condition, the date(s) or period when the treatment was provided (if medical aid has been provided in an in-patient facility) and the diagnosis, as well as a document evidencing the kinship (in the event that a Family Member has suffered a medical condition or a casualty);

55.1.5. In the event of the Customer's or their Family Member's death: the death certificate, a document which confirms the cause of death and the circumstances of death (if requested by us) as well as a document evidencing the kinship (in the event of death of a Family Member);

## 55.2. In the event of termination of the travel:

- 55.2.1. The originals of the tickets not used by you or a confirmation regarding the purchase of the tickets;
- 55.2.2. A copy of the new ticket purchased (or the boarding pass) for the return to the Home Country and a confirmation regarding the purchase of the ticket;
- 55.2.3. In the event you have or a Family Member has suffered a medical condition or a casualty: statements (discharge summaries, medical histories) issued by the medical institutions. The discharge summary shall contain the name and surname of the patient, the date of onset of the medical condition, the date(s) or period when the treatment was provided (if medical aid has been provided repeatedly or in an in-patient facility) and the diagnosis, as well as a document evidencing the kinship (in the event that a Family Member has suffered a medical condition or a casualty);
- 55.2.4. In the event of death of a Customer's Family Member: the death certificate, a document which confirms the cause of death and the circumstances of death (if requested by us) as well as a document evidencing the kinship;
- 55.2.5. A statement/ordinance issued by the employer, including the reason for recalling you from your vacation.

#### 55.3. Additionally in the event of cancellation,

## termination of the travel:

- 55.3.1. If you have been summoned to attend a court session: The document issued by the law enforcement authority to confirm this;
- 55.3.2. If damage has been caused to your property: A statement issued by a competent authority to confirm the damage caused to your property and its extent or the fact of the utility line emergency.
- 55.4. In the event of missing the travel due to an RTA:
  - 55.4.1. A statement issued by the traffic police if the vehicle you used for going to the point of departure got into a road traffic accident (RTA);
    - 55.4.2. If the public transport you used for going to the point of departure (except taxi) had traffic problems due to technical problems with the vehicle, then an official confirmation for the fact or a statement issued by the police regarding the traffic problem due to the accident;
    - 55.4.3. The original ticket for the missed flight and the document confirming the payment for it;
    - 55.4.4. A copy of the re-issued or new flight ticket (or the boarding pass) which was purchased to reach the final flight destination, or other alternative transport ticket and the documents evidencing the payment for it;
    - 55.4.5. The documents confirming the expenses associated with the re-issuance of the ticket or the purchase of a new economy-class ticket, or the purchase of a ticket for other alternative transport to the destination of the previously planned and missed flight;
    - 55.4.6. A statement issued by the traffic police if you have suffered a road traffic accident while travelling in your personal or a rented vehicle.

- 55.5. In the event of substitution of a missed flight:
  - 55.5.1. A statement issued by the Airline to confirm the delay of the flight and the amount of the compensation paid or the refusal to pay it;
  - 55.5.2. The original ticket for the delayed flight and the document confirming the payment for it;
  - 55.5.3. A copy of the re-issued or new ticket (or the boarding pass);
  - 55.5.4. The documents confirming the expenses associated with the re-issuance of the ticket or the purchase of a new economy-class flight ticket to the destination of the previously planned and missed flight;
- 55.6. In the event of flight delay:
  - 55.6.1. A statement issued by the Airline regarding the length of the delay, the reason, and the amount of the compensation paid or the refusal to pay it;
    - 55.6.2. A confirmation for the check-in of the ticket for the particular flight (the boarding pass);
    - 55.6.3. The documents confirming the expenses for the meals, beverages, transport from the airport to the hotel and back and the hotel which the Insured has incurred in the time period between the scheduled departure and the actual departure.
- 55.7. In the event of a missed connected flight:
  - 55.7.1. The boarding pass for the delayed flight and the original ticket for the missed flight;
    - 55.7.2. A statement issued by the Airline regarding the length of the delay, the reason, and the compensation paid or the refusal to pay it;
    - 55.7.3. The documents confirming the expenses associated with the re-issuance of the ticket or the purchase of a new economy-class ticket, or the purchase of a ticket for other alternative transport to the destination of the previously planned and missed flight;
  - 55.7.4. A document evidencing the expenses for the hotel at the Transit Point where the flight was missed.
- 55.8. In the event of missed hotel days:
  - 55.8.1. Documents which confirm the occurrence of any of the risks mentioned in Paragraphs 55.1-55.6, as per the insurance contract and these terms and conditions;
  - 55.8.2. Documents which confirm the hotel booking and show the date of booking, the number of persons accommodated, the planned dates of stay (from/until) and the price of the service;
  - 55.8.3. Documents which evidence the payment for the hotel booking;
  - 55.8.4. A statement issued by the Airline regarding the amount of the compensation paid or the refusal to pay it.
- 55.9. In the event of cancellation of the flight due to any natural disaster:
  - 55.9.1. A statement issued by the Airline regarding the cancellation of the flight, the reason, and the amount of the compensation paid or the refusal to pay it;
  - 55.9.2. The documents confirming the expenses associated with the re-issuance of the ticket or the purchase of a new economy-class ticket, or the purchase of a ticket for other alternative transport to the destination of the previously planned and cancelled flight.

#### 55.10. In the event of refusal of a seat in the aircraft:

- 55.10.1. A statement issued by the Airline regarding the refusal of a seat in the aircraft and the compensation paid or the refusal to pay it;
  - 55.10.2. A confirmation for the check-in of the ticket for the particular flight in which the seat was refused;
  - 55.10.3. The documents confirming the expenses associated with the re-issuance of the ticket or the purchase of a new economy-class ticket to the destination of the previously planned and missed flight.

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#### PART XI - INSURANCE AGAINST SUBSTITUTION OF CLIENT

#### 56. SUBSTITUTION OF CLIENT

- 56.1. We indemnify the expenses incurred by the Policyholder (legal entity) due to the necessity to substitute the Customer with another person for performance of their job duties if they are unable to continue the performance of their job duties due to the necessity to hospitalise them for a period exceeding 3 days or to repatriate them to the Home Country due to their sudden medical condition or death.
- 56.2. We indemnify the Policyholder's expenses for the re-issuance of the tickets or the purchase of new tickets (economy class in the event that re-issuance is not possible) for the appointed person, or the travel expenses (if the person is sent by car) for them to be able to substitute the Costumer and continue to perform their job obligations. The expenses are indemnified if previously approved by us in writing.
- 56.3. In the event of substitution of the Costumer, the insurance protection stipulated in the insurance contract for the substituted person (the Costumer) does not apply to the person substituting the Costumer.

#### **57. ADDITIONAL EXCEPTIONS**

Further to the general exceptions specified in Clause 77 of these terms and conditions, no losses are indemnified if the Policy Holder is not a legal entity.

## 58. DOCUMENTS NECESSARY TO RECEIVE AN INSURANCE INDEMNITY (IN ADDITION TO THOSE MENTIONED IN CLAUSE 76):

- 58.1. An official statement issued by the respective medical institution (with the diagnosis specified) to confirm the necessity for the hospitalisation or repatriation of the Costumer, or a copy of the death certificate in the event of Costumer's death.
- 58.2. The originals of the tickets not used by the suffered Costumer or a confirmation regarding the purchase of the tickets.
- 58.3. Copies of the tickets purchased for the substituting person, or the boarding passes.
- 58.4. Copies of the employment contracts signed between the Costumer and the substituting person and the Costumer's employer.
- 58.5. An application form the Policyholder (employer) which contains the personal data of the substituting person and the justification for the substitution, including information about the significance of the task not completed by the Costumer and the terminated business trip.

## PART XII – INSURANCE OF WINTER SPORTS

## 59. INSURANCE OF WINTER SPORTS EQUIPMENT

- 59.1. Damage, loss, delay and damage of the Winter Sport equipment in case of Accident is insured for the Customers whose insurance certificate contains a mark "Sport".
- 59.2. For the purposes of these terms and conditions, winter sports equipment is speed-skating, biathlon, figure skating, hockey, mountain skiing, snowboard or short track equipment, provided that the Carrier has checked in the sports equipment in your or your Family Member's name.
- 59.3. The insurance indemnity shall be determined as the amount of difference between Your proven damages and the compensation paid by the Airline. Indemnity for the damage caused to the Winter Sports equipment (with the exception of damage the Winter Sports equipment in case of Accident and delayed Winter

Sport equipment) must first be requested by You from the Airline.

# 60. DAMAGE TO WINTER SPORTS EQUIPMENT DUE TO CASUALTY

- 60.1. If any casualty occurs while doing any kind of winter sports (as defined in these terms and conditions) and, as a result, your winter sports equipment is damaged (including the rented equipment based on the conditions of the rental contract), we indemnify:
  - 60.1.1. The losses associated with the repair of the damaged winter sports equipment or;
  - 60.1.2. In case the damaged equipment cannot be repaired, the losses associated with rental of equivalent winter sports equipment are indemnified or a compensation in the actual value of the winter sports equipment is paid
  - 61.2. The insurance indemnity is paid only on the condition that we indemnify the medical expenses associated with the casualty and the insurance certificate contains a note regarding insurance under the Winter Sports Plan;
  - 60.1.3. The actual value of the winter sports equipment damaged in the casualty is determined based on the level of the prices in the market upon the occurrence of the damage, considering the reduction of its value by applying the wear and tear rate of 20% per year from the moment of acquisition, but not exceeding the total wear and tear rate of 70%.

#### 61. DELAY OF WINTER SPORTS EQUIPMENT

We indemnify the losses associated with rental of winter sports equipment until the return of the delayed winter sports equipment, provided that, upon your arrival at the travel destination, the winter sports equipment is delayed for more than 3 hours.

#### 62. DAMAGE OR LOSS OF WINTER SPORTS EQUIPMENT

Upon the occurrence of the Damage, Loss of Winter Sports Equipment risk, we indemnify the losses under the provisions of these terms and conditions applicable to the Luggage Damage, Loss, i.e., the provisions of Clause 39 and Paragraph 43.1, replacing the term "luggage" with the term "winter sports equipment", as well as the provisions of Clause 59.

#### **63. ADDITIONAL EXCEPTIONS**

Further to the general exceptions specified in Clause 77 of these terms and conditions, no indemnity is paid:

- 63.1. For the exceptions stipulated in Clause 42 of these terms and conditions, replacing the term "luggage" with the term "winter sports equipment";
- 63.2. For damage of visual nature (such as surface damage, scratches, paint defects) which does not prevent from further functional use of the winter sports equipment;
- 63.3. For damage of accessories for the winter sports equipment (such as an electronic device, photo/video camera, care product etc.).
- 64. DOCUMENTS NECESSARY TO RECEIVE AN INSURANCE INDEMNITY (IN ADDITION TO THOSE MENTIONED IN CLAUSE 76) UPON THE OCCURRENCE OF THE RISK:
- 64.1. In the event of damage to winter sports equipment due to casualty:
  - 64.1.1. The medical documents confirming the fact of the casualty and the diagnosis

- 64.1.2. Quality photos of the damaged winter sports equipment showing the damaged sports equipment and the damage itself, the property/items number (if any), brand, model
- 64.1.3. The documents confirming the payments for the repair of the winter sports equipment or purchase or rental (to replace the damaged equipment)
- 64.2. In the event of delay of winter sports equipment:
  - 64.2.1. A copy of the ticket or the booking document, the boarding pass, the luggage ticket for the winter sports equipment
  - 64.2.2. The document issued by the Carrier to confirm that the winter sports equipment was delayed for more than 3 hours, including a note regarding the date and time when the luggage was delivered to the Insured
  - 64.2.3. The documents confirming the sports equipment rental payments

## PART XIII - INSURANCE AGAINST VEHICLE RENTAL RISKS

#### 65. INSURANCE AGAINST VEHICLE RENTAL RISKS

Insurance against vehicle rental risks covers the losses stipulated in the rental contract and specified in these terms and conditions, which have been caused to the vehicle rental company during the use of the rented vehicle, and the payments stipulated in the rental contract which the driver of the rented vehicle is liable for under the rental contract, subject to the following conditions:

- 65.1. The losses caused meet the risk description included in Clauses 66 71 of these terms and conditions;
- 65.2. The rental contract includes a MOD coverage for the rented vehicle;
- 65.3. The rented vehicle risk insurance is valid for a single rental contract and applies to the rented vehicle specified in it;
- 65.4. The driver of the rented vehicle has, upon the signing of the rental contract, checked the condition of the rented vehicle and, in case any damage has been detected, has had a note made by the vehicle rental company in the delivery and acceptance certificate issued for the rented vehicle prior to the use of the vehicle, and we particularly suggest taking photos;
- 65.5. The rented vehicle has been driven by the driver of the rented vehicle;
- 65.6. The rented vehicle risk insurance is valid in the territory specified in the insurance certificate, except for any countries where road traffic is organised along the left side of the road (such as the United Kingdom (Great Britain), Ireland, Cyprus, Malta);
- 65.7. If the rental contract has been signed in the Home Country, the rented vehicle risk insurance is valid only if hotel has been prepaid at the travel destination or a non-refundable hotel booking has been made for the travel destination (the hotel services had to be paid at the time of booking);
- 65.8. Other conditions mentioned in these terms and conditions have been respected.

#### 66. INSURANCE AGAINST DEDUCTIBLE ASSOCIATED WITH THEFT, ROBBERY OR TOTAL LOSS OF VEHICLE

- 66.1. We indemnify for the deductible withheld from you under the MOD insurance of the rental contract by the vehicle rental company in the event of theft, robbery or total loss of the rented vehicle.
- 66.2. The insurance indemnity cannot exceed the amount of the deductible fixed in the MOD insurance of the rental contract.

# 67. INSURANCE AGAINST DEDUCTIBLE ASSOCIATED WITH VEHICLE DAMAGE

- 67.1. We indemnify for the deductible which is withheld from you under the MOD insurance of the rental contract by the vehicle rental company for the damage caused to the rented vehicle and the reparation expenses and payments, provided that, due to the casualty (including theft of any parts of the rented vehicle), damage has occurred to the glass, mirrors, wheels, tyres, disks, decorative wheel disks, body, roof, chassis and/or the undercarriage of the rented vehicle.
- 67.2. In the case stipulated in Paragraph 67.1, the insurance indemnity cannot exceed the amount of the deductible for the damage covered by the MOD insurance of the rental contract.

#### 68. ADMINISTRATIVE EXPENSES OF VEHICLE RENTAL COMPANY FOR SETTLEMENT OF LOSSES

We indemnify for the administrative expenses of the vehicle rental company which the vehicle rental company withholds from you under the conditions of the rental contract in the event of an accident.

#### 69. INSURANCE OF CAR KEY

- 69.1. We indemnify the expenses for the replacement of a stolen, lost or damaged rented car key (including expenses for the reprogramming of the key and the replacement of the lock).
- 69.2. After the occurrence of the insured event Insurance of Rented Car Key, you have to report the fact immediately to:69.2.1. The vehicle rental company and strictly follow all the instructions provided by it;
  - 69.2.2. The police within not more than 24 hours of the detection of the fact, and a written police report shall be obtained for this.
- 69.3. Failure to comply with the provisions of Paragraph69.2 will result in rejection of an insurance indemnity.

## 70. FILLING OF WRONG PETROL

70.1. We indemnify for the expenses associated with emptying and flushing of the petrol tank of the rented vehicle and filling petrol into it (in the amount necessary to get to the nearest petrol station) when using the services of a car repair shop at the site of the event or towing the vehicle to the nearest car repair shop. Additionally, the expenses for the transportation of the passengers to the car repair shop are compensated.

## 71. INSURANCE AGAINST UNUSED DAYS OF RENTAL

71.1. We indemnify the expenses for the unused days of rental of a rented vehicle not exceeding EUR 30 per 24 hours, due to your treatment after a road traffic accident requiring emergency medical aid.

## 72. EXCEPTIONS

Further to the general exceptions specified in Clause 77 of these terms and conditions, events are not acknowledged as insured events and losses are not indemnified:

- 72.1. If the conditions of Clause 65 of these terms and conditions are not met;
- 72.2. If they are included in the rental contract and covered by the MOD insurance;
- 72.3. If they have occurred due to non-compliance with the provisions of the rental contract (including the territory of use, driving by another person who is not specified in the rental contract etc.);
- 72.4. If they have occurred due to any gross violation of the road traffic regulations (for example, exceeding the driving speed limit

by 30 km/h or more, entering a crossing at a prohibiting light signal, overtaking in an unpermitted location or a location with restricted visibility, driving a vehicle without a valid driving licence or during any period when a prohibition on the use of the driving licence has been in effect, etc.);

- 72.5. If they have occurred while driving off public roads;
- 72.6. If the rented vehicle:
  - 72.6.1. Is a motorcycle, moped, scooter, quadricycle, commercial vehicle, a vehicle designed for living (camper, trailer etc.), or a vehicle primarily designed for driving in areas not meant for road traffic;
  - 72.6.2. Meets any of the following criteria: the number of seats in the vehicle exceeds 9, the gross weight exceeds 3.5 tons, the market value exceeds 70 000 EUR;
- 72.7. If they have occurred due to damage or defects identified upon the signing of the rental contract (upon the acceptance of the vehicle, you are obliged to inspect its condition and, in case any defects or damage are found, have a note made by the vehicle rental company regarding the damage/defects in the certificate of delivery and acceptance issued by the vehicle rental company prior to the use of the vehicle, and we particularly suggest taking photos of the damage/defects;
- 72.8. If they have occurred due to driving the vehicle while being under the influence of alcoholic beverages or drugs, psychotoxic or other intoxicating substances or any medications which reduce the response time and attention of the driver, according to the laws and regulations applicable in the administrative territory in which the accident has occurred, as well as in case, after the road traffic accident, the driver of the rented vehicle has refused from having blood tests for levels of alcohol or tests for presence of drugs or other intoxicating substances;
- 72.9. If, immediately, but within not more than 24 hours of the theft, attempted theft of the rented vehicle, burglary, theft or loss of the key, the case has not been reported to the police and we have not been provided with a written police report;
- 72.10. No prior approval from the vehicle rental company has been obtained for the actions taken and their instructions have not been followed in the event of car key insurance and roadside assistance;
- 72.11. If no notification has been submitted to the police and/or other competent authorities following the statutory procedures and/or no official accident statement has been prepared in the cases and following the procedures established in the law, and no documents evidencing the fact have been submitted to us;
- 72.12. If they have occurred in association with the interior of the rented vehicle (including the costs of cleaning), unless they have occurred as a result of a casualty, as well as due to theft, loss or damage of any accessories (such as child seats or booster seats, GPS devices etc.);
- 72.13. If they are associated with any administrative costs (except for what is mentioned in Clause 68 of these terms and conditions) and fines, currency exchange rate fluctuations as well as any costs determined based on subjective assumptions;
  - 72.14. If they have been incurred by any third parties other than the vehicle rental company;
  - 72.15. If they are covered by any other insurance;
  - 72.16. If they have occurred due to internal breakage of the vehicle, corrosion, natural wear and tear, technical manufacturing defects, incorrect operation, lubrication or lack/insufficiency of any other fluids, or failure to comply with the safety conditions.

## 73. DOCUMENTS NECESSARY TO RECEIVE AN INSURANCE INDEMNITY (IN ADDITION TO THOSE MENTIONED IN CLAUSE 76) UPON THE OCCURRENCE OF THE RISK:

- 73.1. The rental contract and the documents for the MOD insurance included in it.
- 73.2. The document for the acceptance of the rented vehicle from the vehicle rental company and its condition, including the statement of the damage/defects as well as the photos (if any).
- 73.3. The document for the delivery (return) of the rented vehicle to the vehicle rental company and its condition.
- 73.4. The document issued by the car rental company which proves your liability for the losses caused to the vehicle rental company (including information about the nature of the damage, details of the damage/defects, the cost items and their amounts as well as a description of the circumstances of the accident and other information serving as the basis for the withholdings from the driver of the rented vehicle.
- 73.5. The evidence (photo, video or other pieces of evidence) and a detailed description of the accident and the circumstances thereof.
- 73.6. The police report or statement when a notification to the police is required under the law of the respective country, but always in the following cases:
  - 73.6.1. Theft, attempted theft or burglary of the rented car, prepared within 24 hours of becoming aware of the event;
  - 73.6.2. Theft or loss of the key for the rented car, prepared within 24 hours of becoming aware of the event.
- 73.7. Documents of other competent authorities or the official accident statement for the accident in the cases and following the procedures established in the law;
- 73.8. A bank statement to confirm that the vehicle rental company has withheld money from you in association with the claim or that you have made the payment to the vehicle rental company yourself;
- 73.9. Any type of communication, claims or other documents/records exchanged with the vehicle rental company and any other interested parties with regard to the processing or investigation of the accident or the determination of the extent of the loss.

# PART XIV - PROPERTY INSURANCE

# 74. INSURANCE OF YOUR PROPERTY

- 74.1. Your property has been insured in accordance with the terms and conditions of the AAS BALTA property insurance contract for natural persons specified on the insurance certificate.
  - 74.1.1. The insurance shall cover building, apartment and interior fitting of premises, located at the declared place of residence of the Customer or at the address of property belonging to the Customer in the territory of the Republic of Latvia. The present insurance contract does not cover the assets located in the property.
  - 74.1.2. The sum of insurance is determined as a limit for the indemnity. No under-insurance provision are applied case of payment of an insurance indemnity.
- 74.2. Upon the occurrence of an insured event, we indemnify for the losses, less the deductible in the amount of EUR 70.
- 74.3. Insurance coverage shall be valid while You are travelling, but not longer than the insurance validity period specified in the insurance certificate.
- 74.4. When an insured event occurs, You shall be required to report to Us immediately, but not later than within 3 working days after the end date of the insurance period specified in the insurance certificate.
- 74.5. The Insured Sum for this risk shall amount to EUR 7000.

#### PART XV - INSURANCE INDEMNITY

#### 75. PAYMENT OF INSURANCE INDEMNITY

- 75.1. We pay the insurance indemnity:
  - 75.1.1. To the Policyholder, you or any other person authorised by you, provided that they have made the payment for the service;
  - 75.1.2. To the service provider, based on the submitted payment document;
  - 75.1.3. To another person entitled to receive the insurance indemnity under the provisions of the insurance contract or the regulatory acts.
- 75.2. The decision regarding the payment of the insurance indemnity or refusal to pay it is taken within 15 days of the receipt of all the documents requested by us.
- 75.3. The payout of the insurance indemnity, except for insurance against casualties and hospital per diem charges, is subject to the principle of compensation for your losses incurred due to the occurrence of and insured risk.
- 75.4. The paid insurance indemnity cannot exceed the losses caused due to the insured event and attributable to your property or personal use items or services, unless otherwise stipulated in the description of the protection for the risk.
- 75.5. When disbursing insurance indemnity for one or more events and for the insured risks during the insurance validity specified in the insurance certificate, the indemnity may not exceed the Sum insured specified in the insurance certificate for the Customer for the particular risk insured and the total Sum Insured for all the insured risks together.

#### 76. Procedure of and Documents Required for Submission of Insurance Claim

- 76.1. To receive an insurance indemnity, it is your obligation to submit the following documents to us:
  - 76.1.1. A written application for indemnity regarding an insured event which has occurred as soon as it becomes possible, but not later than within 30 days after the end of validity of the period of insurance specified in the insurance certificate;
  - 76.1.2. The original receipts or invoices or scanned copies thereof (with the originals to be produced at our request) which contain information about the recipient of the service (name, surname, birth data) and the service provider (name, registration number, bank details), the exact name and volume of the service, date or period of provision of the service (in case of hospitalisation);
  - 76.1.3. Those mentioned in other respective parts and clauses of these terms and conditions and the additional documents requested by us (with the originals to be produced at our request) to clarify the circumstances of the insured event and the extent of the risk or the losses;
  - 76.1.4. A copy of the child's birth certificate or a copy of your passport containing entries for the children if an indemnity claim for a child is submitted by his/her parents, or a document certifying the custody in case the claim is submitted by a custodian.
- 76.2. When receiving an indemnity claim by phone, we determine the documents to be submitted for the processing of the indemnity claim and the decision regarding the payment of the indemnity.

#### **PART XVI – GENERAL EXCEPTIONS**

# 77. GENERAL EXCEPTIONS APPLICABLE TO ALL SECTION OF THESE TERMS AND CONDITIONS

We do not indemnify for and do not acknowledge any events as insured events:

- 77.1. If any of the documents mentioned in these terms and conditions as to be submitted or requested additionally;
- 77.2. If the event does not meet the definition and description of an insured risk under these terms and conditions or the respective risk is not specified in the insurance certificate;
- 77.3. If they are causally related to the health disorders mentioned in Clause 22 of these terms and conditions;
- 77.4. If they have been directly or indirectly caused by:
  - 77.4.1. Hostilities, infestation, activities of a foreign enemy (with or without a declaration of war), rebellion, civil war, military or usurped power, mass unrest, strike, revolution, uprising, demonstration, terrorism (except in the case of risks specified in Section III) or damages caused directly or indirectly by measures to prevent damage caused or potentially causable resulting from terrorism;
    - 77.4.2. Ionising radiation, radioactive poisoning, radioactive contamination;
    - 77.4.3. Act of crime, malicious intent or gross negligence by you, the Policyholder or any other person interested in receiving the insurance indemnity, including failure to make all effort to preclude or minimise the losses:
    - 77.4.4. Suicide, attempted suicide, placing self in extreme danger, except when saving human life.

#### 77.5. Associated with:

- 77.5.1. Loss/damage caused by force majeure circumstances;
- 77.5.2. Loss/damage caused by Natural Disasters, save the cases stipulated in Clause 57 "Flight Cancellation of Flight Due to Natural Disaster";
- 77.5.3. Indirect losses and lost profits;
- 77.5.4. Any insured events which have occurred while you have been under the influence of alcohol, drugs, psychotoxic or any other intoxicating substances, or presence of any of these substances in your body according to the results of the tests done during the initial medical examination in association with the onset of an acute condition.
- 77.6. If you:
  - 77.6.1. Have been lawfully detained or arrested as well as are outside the Home Country illegally;
  - 77.6.2. Have used pyrotechnic or explosive products;
  - 77.6.3. Have been involved or have participated in active military service operations with use of military machinery, have performed official and/or voluntary obligations within any police, border guard, fire-fighting service, national guard, or any other militarised organisation or formation, have performed the duties of a body-guard;
  - 77.6.4. Have worked off the shore (for instance, sea/ocean platforms of any type, including offshore oil platforms), in any underground or mountain mines, ammunition or explosive product plants, nuclear reactors, decompression chambers, with toxic substances, have carried out stevedore, chimney-sweeper operations, have worked at a large height in construction (e.g., roofers, sling operators, industrial mountaineering);
  - 77.6.5. Have flown in any type of aircraft or flying device (including any without an engine), except when you have been a passenger in an aircraft operated by an Airline, have jumped with a parachute or wingsuit, have gone paragliding, bungee jumping, any type of gliding;
  - 77.6.6. Have navigated in any manner other than as a passenger on a ship/boat operated by a Carrier;

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- 77.6.7. Have done the following high-risk sports or activities: acrobatics, mountaineering, BMX, motoring, speed-boat racing, formula racing, diving (deeper than 30 meters), downhill, expeditions, heliboarding, any type of whitewater riding, ultimate fighting of any kind (including MMA), boxing or kick-boxing, canyoning, cave diving, parkour, mountain hiking at heights exceeding 3,000 above sea level, speleology, ski jumping, fishing under ice;
- 77.6.8. Have participated in any professional sports training or competition.
- 77.6.9. The Customer (except in the cases where an appropriate mark has been made in the insurance certificate) when engaged in Sports and travelling by vehicles (other than those referred to in Clause 2.1) or otherwise exposing themselves to higher risk.

## 78. MISCELLANEOUS

- 78.1. These terms and conditions are published on website at https://www.rietumu.lv/
- 78.2. The text of these terms and conditions in Latvian shall prevail over translations of the present terms and conditions into any other language.

