

ERGO Travel Insurance

Terms & Conditions No. CA 05-2018

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These terms and conditions are translation from original terms and conditions issued in Latvian. In case of inadequacies between Latvian terms and conditions and English translation, the Latvian terms and conditions shall prevail. Please read the entire Insurance Contract carefully to learn about the rights, duties and cases when insurance is not provided. Words and notions of particular importance have been explained in the chapter "Terms".

I chapter Terms

1. article. Definition of Terms:

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

The Policyholder – a legal or natural person who concludes the Insurance Contract in his or another person's favour.

Insured sum - The amount as specified in insurance policy, for which insured person's interest is not to suffer losses, is insured in case of an insured event Insurance of civil liability insured sum is a liability limit of an insurer.

Insured - in insurance policy identified natural person, who has insurance interest and to whom the Insurance Contract has been signed

Insured Risk – any potential future event which is specified in the Insurance Policy, the occurrence of which does not depend upon the will of the Insured Party.

Insurance Indemnity – an amount of money or providable services in case of occurrence of the Insurance Event in accordance with the Insurance Contract.

Insurance Contract - an agreement by and between the

Insurer and the Policyholder regarding the conditions of insurance. Insurance Contract consists of evidence of insurance or insurance policy, rules of insurance and all the amendments and addenda about which the insurer and the policyholder have agreed upon in a written form.

Abroad - countries which are not the residency of the Insured.

Luggage - travel luggage, its content, clothes and other personal items, which belong to or are in possession of the Insured during the journey.

Travel - a journey of an Insured outside the country of residency. Travel begins when Insured leaves the country of residency by crossing the border and ends when Insured returns to a country of residency.

Travel organizer - tourism agency, tour operator, transport operator, transport or hotel service company or another legal person, who is connected to providing travel services.

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

Distance Contract - Insurance contract with is signed by using distance means of communication (internet, e-mail, phone or other means of information exchange).

European Health Insurance Card (EHIC) - identification card which certifies the rights of residents of EU member states as well Norway, Lichtenstein, Iceland and Switzerland to receive a guaranteed emergency medical treatment or necessary medical assistance in the same range, as provided to the residents of the concerned country, during short-stays in any of the countries mentioned.

Emergency medical treatment - medical services, which have to be provided urgently. Acute worsening of health of an Insured because of a sudden illness or an accident, to prevent further worsening of health of the Insured and/or threats to the life of the Insured.

Accident - instance when an external force unexpectedly has influence on the body or health, contrary to his/her will caused damage or death of the Insured.

Home Country - Insured's citizenship country, permanent country of residency and/or country, which handed out a permanent or temporary residency permit to the Insured.

Enhanced Risk Activities - sport or activity, which is connected to enhanced degree of danger.

Excess - in terms of money or percentage declared amount of damages, assumed by policyholder in case of insurance event. Excess in percentage is calculated from the amount of loss.

Transport Operator - a company, which on a legal basis performs carriage for hire or reward.

Help Desk - Partner, authorised by Insurer, which helps to organize assistance in case of an insurance event.

Acute illness - sudden, beforehand unpredictable, unexpected worsening of health status of the Insured, which is not a

continuation or a result of state of health in which Insured started traveling and/or was before the travel.

Policy - document, which certifies the conclusion of insurance contract.

Chronic disease - state of health opposite to an acute illness - progressive deterioration of physiological processes and body functions that have developed internally and over a prolonged period, which is characterised by more or less frequent drastic changes of state of health (illness outbreak) irrespective whether such condition has been diagnosed beforehand.

Exacerbation of a Chronic Disease - appearance of characteristic symptoms of chronic disease, which results in the need of emergency medical treatment of Insured.

Repatriation - transportation of the Insured or his mortal remains to home country;

Terrorism - political, religious, ideological or ethnic purposes carried out by one person or group of persons to influence a Government and/or intimidate the public or a part of the public;

II chapter Insurance Protection and amount, territory of operation

2. article. Insurance Protection

- 2.1. Insurance protection enters into force with the time indicated in policy and refers to the insured indicated in the Policy if Insurance premium or first part has been paid, if insurance premium has been fixed to be paid out in multiple parts, payment in Policy in specified order, term and amount.
- 2.2. In case if during conclusion of insurance contract Insured is outside the home country, Insurance contract comes into force after 24 hours of signing the insurance contract and full amount of premium payment.
- 2.3. If in the Policy a limited length of a single travel is mentioned or overall residency length, exceeding a single travel or overall residency length abroad, insurance protection is not in force to the period exceeding the limited length specified in Policy.
- 2.4. Insurance protection for travel cancellation risk (including as a result of natural catastrophe) enters into force 72 hours after conclusion of Insurance Contract. Insurance protection for travel cancellation risk (including as a result of natural catastrophe) enters into force immediately only if Insurance contract has been concluded no more than 24 hours after full or partial payment for travel services (including travel tickets).
- 2.5. **Insurance Protection is not in force in case of sport or other enhanced risk activities.**
 - 2.5.1 If in Policy of an Insured person is made a specific mark, insurance protection is in force when Insured is doing the enhanced risk activities as specified in 1. Annex.
 - 2.5.2 Without special marking in Policy, insurance protection is in force and enhanced risk of physical activities, in

terms of comprehension of these rules, are not considered such activities, which are being done as leisure (without participation in competitions or preparing for them): aerobics, driving with a boat or a motorboat in inland or shore waters (up to 24 miles from the shore), distance skiing, golf, riding a bicycle, boating in mountain rivers (up to II degree river category and their spans based on International Scale of River Difficulty category system), fishing, riding a scooter or motorcycle, in which engine displacement does not exceed 125 cm³, activities in a gym, Nordic walking, walks in the caves, hiking (as well as trekking up to 2500 meters of altitude without mountain climbing equipment), swimming, running, ice-skating, skating, snorkelling, gymnastics, horseback riding.

2.5.3 Indulging in any sports on a professional level, insurance protection is not in force. Professional level is considered a participation in world or continental championships as well as if doing this sport is the Insured's main occupation or one of the income sources.

2.5.4 Insurance protection, while doing physical work, is only in force if in the Policy of the insured person is a specific mark. With physical work in terms of these rules is understood as hired or volunteering job where physical work load or exertion is involved.

3. article. Sum of insurance and liability limit

- 3.1. Sum of insurance for each Insured risk for Insured is specified in Policy. Insurance risks of private civil liability is specified in liability limits.
- 3.2. In case of one of the Insured risks lead to multiple insurance instances, combined compensation cannot exceed sum of insurance of a specific insurance risk which is specified in the Policy.

4. article. Territory of operation

- 4.1. Insurance contract is in force in the geographical territory as specified in Policy, except the home country of the Insured.
- 4.2. Territory 'Europe' in terms of comprehension of these rules are the following countries: Albania, Andorra, United Kingdom (Great Britain), Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, Denmark, Egypt, France, Greece, Georgia, Croatia, Estonia, Italy, Ireland, Iceland, Kazakhstan, Cyprus, Kosovo, Euro-Russian part (up to Ural Mountains), Lithuania, Lichtenstein, Luxembourg, Macedonia, Malta, Montenegro, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Finland, Spain, Switzerland, Turkey, Tunisia, Ukraine, Hungary, Vatican, Germany, Sweden and islands of all previously mentioned countries which have political affiliation in them.

III chapter Insured Risks

Insured are only the risks indicated in the policy. In accordance with insurance rules such risks can be insured:

5. article. Medical support

5.1. Medical expenses

- 5.1.1 Insurer compensates to Insured emergency medical treatment expenses abroad which has happened in connection with:
 - 5.1.1.1 Acute illness;
 - 5.1.1.2 Prevention of Accident Consequences;
 - 5.1.1.3 Sudden worsening of health as a result of sunburns, frostbite, poisoning etc. instances;
 - 5.1.1.4 Exacerbation of a Chronic Disease
- 5.1.2 Insurer compensates emergency medical care expenses till the moment when after the medical testing such help is not necessary anymore or the Insured, after an attending doctor has concluded that the Insured can continue treatment in home country.
 - 5.1.3 The Insurer shall indemnify the Emergency care expenses abroad for:
 - 5.1.3.1 out-patient and in-patient medical services provided, including acute surgeries as well as therapy until Insured can be transported to home country. In case of exacerbation of chronic disease, medical expenses are compensated for not more than five days, counting from the first time visiting doctor. If the same exacerbation of chronic disease happens more than once, medical expenses to Insured are compensated only once during validity period of the contract.
 - 5.1.3.2 Diagnostics (functional, laboratorial, instrumental);
 - 5.1.3.3 drugs and dressing materials prescribed by a doctor;
 - 5.1.3.4 procedures prescribed by a doctor in a course of the in-patient treatment;
 - 5.1.3.5 stay, meals and care in the hospital;
 - 5.1.3.6 doctor's appointed technical medical supplies - purchase or rent of crutches, orthoses, wheelchair, supports, which does not exceed 200 EUR for an event.
- 5.2. **Dentistry**
 - 5.2.1 Insurer shall compensate to Insured dental expenses in events of acute illness or trauma, which happened abroad, for:
 - 5.2.1.1 doctor's advice;
 - 5.2.1.2 x-ray for particularisation of diagnosis;
 - 5.2.1.3 dental channel opening and cleaning;
 - 5.2.1.4 a temporary dental filling;
 - 5.2.1.5 tooth extraction.
- 5.3. **Repatriation in case of illness/ death**
 - 5.3.1 The Insurer shall compensate the expenses related to the Insured's repatriation following the receipt of medical assistance or death, according to the rules laid down in paragraph 5.1.1, where additional costs have occurred in connection with that;
 - 5.3.2 the need for repatriation shall be agreed by the Insurer or its authorised person with the specialist from the respective medical institution, and costs are

- compensated if repatriation is medically justified and has been recommended in writing by the attending doctor;
- 5.3.3 If according to a doctor's instructions the Insured needs accompaniment of medical staff, then Insurer compensates expenses for accompanying medical staff services.
- 5.3.4 If the mortal remains of the Insured are delivered to his/her home country according to instructions of the relatives, then Insurer compensates:
- 5.3.4.1 expenses for coffin, crematory urn and transporting;
- 5.3.4.2 expenses connected to document and permission arranging of repatriation of mortal remains.
- 5.3.5 if, before the commencement of repatriation, the Insured or his/her representative has not coordinated the procedure and costs of repatriation with the Insurer then the Insurer shall compensate the expenses within the minimum amount for which the repatriation could be provided for.
- 5.4. **Medical transport abroad**
- 5.4.1 Insurer compensates to Insured expenses for Emergency medical treatment transport or taxi abroad to reach the doctor or treatment centre where emergency medical treatment will be provided to Insured.
- 5.4.2 According to this rule's section III (5.1.1) Insurer compensates to Insured for rescue services if they also include emergency medical treatment.
- 5.5. **Medical Transport in Home Country**
- 5.5.1 Insurer compensates expenses that are agreed upon beforehand for transporting to out-patient in his/her home country, if repatriation of Insured follows and hospitalization is necessary in home country.
- 5.6. **Arrival and Living Expenses of Relatives**
- 5.6.1 If during travels abroad, as a result of illness or accident, the state of health of the Insured is severe according to the doctor's conclusion and it prevents repatriation of the Insured, and they need to be hospitalized for more than 10 days, the Insurer shall compensate travelling costs for one family member of the Insured (husband/wife, one parent, adult child) so that the family member would arrive to the Insured place in the hospital - hotel costs 50 EUR (fifty euros) a day, but not more than 10 days, as well as ticket costs in both direction in economy class.
- 5.7. **Expenses of the Casualty's Companion**
- 5.7.1 If during travels abroad, as a result of illness or accident, the state of health of the Insured is severe according to the doctor's conclusion and it prevents repatriation of the Insured, and they need to be hospitalized for more than 10 days, the Insurer shall compensate travelling costs for one person with whom Insured has been traveling together - hotel costs 50 EUR (fifty euros) a day, but not more than 10 days and ticket costs in economy class so companion could return to home country with Insured.
- 5.8. **Evacuation of a Child**
- 5.8.1 If during travels Insured is hospitalized and the minor of Insured, who was travelling with Insured is left without supervision of adults, Insurer compensates previously agreed upon expenses for returning the minor back to home country.
- 5.9. **Burial Expenses Abroad**
- 5.9.1 Insurer compensates expenses for mortal remain burial of the Insured abroad, including coffin that have been agreed upon beforehand in written form with Insurer or its authorized person
- 5.10. **Phone-call Expenses**
- 5.10.1 Insurer compensates to Insured expenses for telecommunications to call the Insurer and/or the Help Desk in accordance with section III (5) entry of included risks.
- 5.11. **Transportation Expenses to Continue Travels**
- 5.11.1 Insurer compensates to Insured transportation expenses if according to one of the section III (5.1.1) mentioned reasons Insured received medical assistance and continues the treatment abroad, resulting he/she cannot use the previously bought tickets to return to home country. Insurer compensates expenses for economy class tickets of a mode of transport, which is equivalent to what Insured could not use. If tickets can be exchanged or returned, then Insurer compensates a sum of money which had to be paid for ticket exchange by the Insured.
- 5.12. **An obligation of the Insured, upon the occurrence of the Insured event**
- 5.12.1 An obligation of the Insured is:
- 5.12.1.1 to do everything possible to get emergency medical assistance;
- 5.12.1.2 seeking medical assistance in any EU member state as well as Norway, Iceland, Lichtenstein or Switzerland treatment centre, on Insurer's demand, EHIC has to be shown. In the event the Insured does not have EHIC, the Insured person or his/her authorised person, following the instructions of the Insurer, shall take the actions required to receive EHIC or its replacement document and shall submit it to the appropriate medical institution;
- 5.12.1.3 Coordinate with Insurer or Help Desk a treatment in enhanced service conditions, change of treatment centre or repatriation;
- 5.12.1.4 respective state authorities shall be notified about bodily harm and proceed further following the instructions of the officials.
- 5.13. **Exceptions**
- In addition to the expenses referred to in Paragraph 21, the Insurer shall not indemnify any damages incurred by the Insured:
- 5.13.1 for treatment if before the start of travel, the doctors recommended for insured not to do so;
- 5.13.2 for rehabilitation;
- 5.13.3 for tissue and organ transplanting, prosthetics;

- 5.13.4 for infection treatment, if recommendation of a responsible institution (for example Latvian Centre of Infectious Diseases) or specialists on traveller and tropical diseases have not been taken into account about vaccination and prophylaxis;
- 5.13.5 for surgeries, which according to a conclusion of a treating doctor and/or Insurer's authorized doctor can be postponed, including knee joint surgeries;
- 5.13.6 for examination and treatment connected to pregnancy, therapeutic abortion or premature births before 28th week of pregnancy, excluding situations if medical help is provided after the accident during travels;
- 5.13.7 for psychiatric, psychoanalytic and psychotherapeutic treatment;
- 5.13.8 for the treatment of epilepsy;
- 5.13.9 for diagnostics and treatment of diseases, health status, which made by sexually transmitted diseases, positive HIV test or acquired immune deficiency syndrome (AIDS);
- 5.13.10 for beauty care, plastic surgery, disinfection, vaccination, prophylactic tests;
- 5.13.11 medicinal products that had to be regularly used in connection with an existing disease before the beginning of a travel;
- 5.13.12 for further treatment, starting from the day, when repatriation is coordinated with the treating doctor and is possible, but Insured declined it;
- 5.13.13 for teeth conservative treatment, prosthetics, dental hygiene, root canal filling, orthodontics and periodontal disease treatment;
- 5.13.14 for travel and living expenses of a relative or person, who has travelled with Insured, if insured has been hospitalized for less than 10 days;
- 5.13.15 if Insured or his/her relatives unilaterally, without a written coordination with Insurer or Help Desk, has decided to examine, diagnose, undergo treatment, undergo treatment in enhanced service conditions, change treatment centre, to come to terms about surgery and urgency of Insured's transporting and repatriation;

6. article. Accidents

6.1. Death

- 6.1.1 if because of an accident, which happened during the travels, in one calendar year after the accident Insured dies, then Insurer compensates the death risk Insurance amount as specified in Policy. Insurance compensation is paid out to beneficiary or legatee, who has been approved in inheritance rights as specified in regulations in home country of Insured.
- 6.1.2 From Insurance compensation a fee is charged for specific accident that has already been paid out from Insurance compensation sum, which has been paid out for an accident that caused permanent disability.

6.2. Disability

- 6.2.1 if because of an accident, which happened during the travels, in one calendar year after the accident Insured becomes permanently disabled, then Insurer pays out Insurance compensation, the amount is expressed as %(accordingly) in a table below as specified in policy for Insurance sum for disability risk. Disability is considered in case of loss of functional capabilities or in case when the person has lost:

Limb/ organ/ functional	Reimbursement % of sum of insurance
Shoulder joint level	70%
Hand above elbow joint	65%
Hand under elbow joint	60%
Palm joint level	45%
Hand thumbs	15%
Hand thumbs, nail phalanges	8%
Any other finger of a hand	5%
leg above knee joint	70%
leg below knee joint	60%
feet joint level	40%
Any of the feet fingers	5%
Sight with one eye	50%
Hearing with one ear	25%
Sense of smell	5%
Sense of taste	5%

- 6.2.2 If in case of an accident a loss of multiple limbs, organs, or functions has occurred, then the compensation percentage sums for each loss, however it cannot exceed 100%.
- 6.3. **An obligation of the Insured, upon the occurrence of the Insured event**
- 6.3.1 An obligation of the Insured is to inform the appropriate state institution if the bodily injury was caused by a road traffic accident or related to a criminal offense of which the Insured is the victim.
- 6.3.2 If in a result of an accident Insured has become permanently disabled or has died, it has to be certified with medical documents, submitting them to Insurer not later than 3 months after discovery of the fact.
- 6.4. **Exceptions**
- 6.4.1 In addition to stated exceptions of these rules in Article 21, Insurance compensation is not paid out for:
 - 6.4.1 Accidents, which occur because of mental or consciousness disorders, as well as strokes, epileptic seizures or other seizures;
 - 6.4.2 health disorders, where the cause is treatment or interference, which is done by Insured to himself or has ordered to make, except the cases when treatment or interference, including ray diagnostics and therapy were necessary in connection with an accident covered by insurance protection;

- 6.4.3 any kind of infections, except cases, when the cause of disease has come into the organism due to a result of an injury during an accident, if the accident, according to Insurance Contract rules, is considered an insurance case. Bodily injuries, which were gained during an accident, are not considered - skin or mucous membrane damage, which are irrelevant, but through which the cause of a disease has come into the body. This limitation is not in force in case of tetanus or rabies;
- 6.4.4 abdominal and lower abdomen hernia, except cases where it has happened as a result of an accident;
- 6.4.5 intervertebral disc damage, internal bleeding from organs, haemorrhage from cerebrum, except cases, when the reason is an accident that according to Insurance rules is considered an insurance case;
- 6.4.6 traffic accidents if the Insured was driving a vehicle without a proper category license for the vehicle;
- 6.4.7 pathological bone fractures and repeated bone fracture, when the previous fractures have not healed yet.

7. article. Private third-party liability

- 7.1. The Insurer shall indemnify any damages caused to a third party during a Trip if the damage was caused to health or property of a third party as a result of the Insured's actions or lack thereof or deliberate and a third party raises a demand for damage compensation.
- 7.2. Compensation demands for damages in accordance to section III (7.1) mentioned cases can be raised only on the applicable law of civil liability in force in that country.
- 7.3. **Insurance protection, within the limits of the Insurer, provides:**
 - 7.3.1 verification of validity of compensation demands;
 - 7.3.2 satisfaction of valid compensation demands for damages;
 - 7.3.3 rejection of invalid compensation demands for damages;
- 7.4. Insurance protection applies to court and out-of-court expenses, which are connected to a third person compensation demand for damages finding or rejection.
- 7.5. Insurance protection also applies to extra expenses, which are connected with Insurers duty to perform plea.
- 7.6. **An obligations and rights of the Insured, upon the occurrence of the Insured event.**
 - 7.6.1 Insured, without prior agreement from Insurer, has no rights to acknowledge or satisfy compensation demand for damages.
 - 7.6.2 An obligation of the Insured is to submit all necessary authorizations and information to Insurer or representative appointed by Insurer.
- 7.7. **Exceptions**
 - 7.7.1 In addition to the expenses referred to in Paragraph 21,

- the Insurer shall not indemnify any damages incurred:
 - 7.7.1.1 which happened when the Insured was performing occupation, professional or business activity;
 - 7.7.1.2 which happened in connection with driving or using motorized vehicles (including air and water vehicles);
 - 7.7.1.3 which happened to Insured or his/her relatives. Relatives are considered to be parents, spouse, children, adopted children and adoptive parents, stepfather, stepmother and stepchildren, grandparents and grandchildren, brothers, sisters, foster parents and foster children, as well as any other person with whom the Insured have a common household.
 - 7.7.1.4 which happened to an item of the Insured, that is being rented, leased, used or any other way it has become his/her property. This exception does not apply on rented space and its equipment, if renting the space is the renter's business and renting period does not exceed 30 calendar days;
 - 7.7.1.5 which are income foregone and lost profit;
 - 7.7.1.6 what has done by an animal;
 - 7.7.1.7 which are non-material, connected to defamation, dissemination or publication of false news, as well as moral harm and insulting behaviour.

8. article. Luggage

- 8.1. **Damaging, losing luggage (Transporters fault)**
 - 8.1.1 If during travels, the lost insured luggage, which has been registered on Insured's name and given in care to a transporter, then Insurer pays out actual loss amount as compensation of the value of the luggage, without exceeding the Insurance sum of the damage and loss risk (because of the transporter) as specified in Policy. Luggage is considered lost if it is confirmed by a transporter.
 - 8.1.2 If during travels luggage of the Insured, which is registered on the name of the Insured or a first-degree relative and given to a transporter as a luggage unit, is damaged, Insurer compensates the actual loss, based on a certification document of loss amount for damaged luggage cleaning and repairing, to the Insured. If the damage repairs of luggage exceed actual value of luggage before an Insured event sets in or repairs are not possible, Insurer pays out compensation for full actual amount of luggage value.
 - 8.1.3 In case the transporter has paid out a compensation, Insurer pays out Insurance compensation taking into account a compensation principle, i.e., Insurer pays out difference between the loss and compensation paid by transporter.
- 8.2. **Luggage Delay (because of the transporter)**
 - 8.2.1 If during travels, for more than 4 hours luggage is delayed, which is registered and is under the care of the transporter, Insurer compensates to Insured expenses for basic goods, hygiene goods, suitable clothes and baby carriages or any purchase or rent of carriages abroad, which is done to substitute the

personal items delayed, if the delay has happened abroad. expenses for basic goods, hygiene goods, suitable clothes and baby carriages or any purchase or rent of carriages abroad, which is done to substitute the personal items delayed, if the delay has happened abroad.

8.3. **Luggage theft**

- 8.4.1 An obligation of the Insured is to inform the transporter in 24 hours after the theft about the situation.
- 8.4.2 An obligation of the Insured is to demand and receive a confirmation document from a Transporter for event of loss.
- 8.4.3 In case of luggage theft, an obligation of the Insured in 24 hours after the moment of detection to inform the state police of the appropriate country and receive written police confirmation of the theft.

8.5. **Exceptions**

- 8.5.1 In addition to the expenses referred to in Paragraph 21, the Insurer shall not indemnify any damages incurred:
 - 8.5.1.1 which has been done to the luggage by the Insured, regardless of a reason;
 - 8.5.1.2 for luggage, which is being transported as freight in a vehicle that is not used by the Insured or transportation aircraft;
 - 8.5.1.3 for scratched items;
 - 8.5.1.4 for broken glass or other fragile items;
 - 8.5.1.5 for money, currency and securities, checks, tickets, all times of card (bank, telephone, driving, fuel, etc.), coupons, all types of document delay, damage, loss or theft;
 - 8.5.1.6 for jewellery, precious metals, art and antiques;
 - 8.5.1.7 for plants and animals;
 - 8.5.1.8 for food, drinks and tobacco products;
 - 8.5.1.9 for perfumes;
 - 8.5.1.10 for hardware, video, audio, photo, communication etc., equipment. This exception does not apply to electronics chargers in case of luggage delay;
 - 8.5.1.11 for software, audio/video recordings and other digital information;
 - 8.5.1.12 for vehicles or their accessories, spare parts;
 - 8.5.1.13 for loss or damage of separate items, when the luggage was under the care of transporter, unless cases, when Insured can provide documentary proof them being in the luggage;
 - 8.5.1.14 what has been done by the leakage of a liquid in the luggage;
 - 8.5.1.15 if luggage delivery is delayed in the home country.

9. article. Travel cancellation, stoppage, being late for

9.1. **Cancellation**

- 9.1.1 Insurer compensates to Insured proven expenses, which have happened in connection with a cancellation of a planned travel because of:
 - 9.1.1.1 Acute illness, exacerbation of chronic disease or an accident of the Insured, because of which, according to

doctor, Insured cannot travel;

- 9.1.1.2 Death of Insured;
- 9.1.1.3 Acute illness or accident of the closest relatives (parents, step-parents, wife/husband, children, step-children, brother, sister) or the only travel companion (if travel tickets and bookings have been purchased for two people), because of which, according to a doctor's report, relative or the only travel companion is hospitalized or resulting in death and because of this reason, the Insured does not go on a trip.
- 9.1.1.4 Property of the Insured is damaged because of fire, natural catastrophe or as a result illegal actions of third person, if this loss in comparison to victim's property is significant or for the evaluation of losses Insured's presence is needed in home country;
- 9.1.1.5 Insured is a victim of a crime and it is a reason for travel cancellation;
- 9.1.2 In case of travel cancellation, the insurer, without exceeding the sum of insurance, compensates the proven transport and living expenses, which have been paid for but have not been used, or extra expenses for bookings changes or new booking.
- 9.1.3 Compensation for extra expenses for a booking change or a new booking cannot exceed initially purchased transport and living service sum.
- 9.1.4 If an insurance event happens, Insurer compensates that part of expenses from the total cost of a travel, which, in accordance to terms and conditions of ordered travel, are not refunded by Travel organizer.
- 9.2. **Stoppage**
- 9.2.1 Insurer compensates to Insured proven transport and living expenses, to return to home country, which happened in connection with travel stoppage because of such reasons:
 - 9.2.1.1 Acute illness or accident of the closest relatives (parents, step-parents, wife/husband, children, step-children, brother, sister) or the only travel companion (if travel tickets and bookings have been purchased for two people), because of which, according to a doctor's report, relative or the only travel companion is hospitalized or resulting in death and because of this reason, the Insured does not continue a trip.
 - 9.2.1.2 Acute illness, accident or death of Insured's work colleague, which is the reason for Insured to be called back to work from vacation or business trip;
 - 9.2.1.3 Property of the Insured is damaged because of fire, natural catastrophe or as a result illegal actions of third person and this loss in comparison to victim's property is significant or for the evaluation of losses Insured's presence is needed in home country;
 - 9.2.1.4 because of a traffic accident vehicle was damaged with which Insured was travelling and vehicle because of technical damage cannot be used to continue travels.

- 9.3. **Being late (including being late for transit)**
- 9.3.1 Insurer compensates to Insured proven expenses which happened in connection with missing (being late for a plane or another public transport) travel because of such reasons:
- 9.3.1.1 Insured is involved in a traffic accident or is a victim of a crime and that is the reason for missing the travel;
- 9.3.1.2 public transport (excluding a plane) or taxi, with which Insured was using to get to an airport or any other public departure place, arrives there being late because of traffic accident, technical difficulties/damages or because of bad weather, which is the reason for missing the travel.
- 9.3.2 In case of missing a travel Insurer, without exceeding sum of insurance, compensates for transport ticket reforming or purchase of a new ticket, so Insured could reach the travel destination or to return to home country with the same type or alternative vehicle.
- 9.3.3 In case Insured misses next vehicle (before and after missed transit), because of flight delay or bad weather, Insurer compensates the Insured:
- 9.3.3.1 extra expenses for transport, to continue the intended travel in economy class, with closest in terms of time same or alternative type of vehicle;
- 9.3.3.2 extra expenses for a hotel in transit point, if it is necessary to stay there for at least 4 hours during night and at least 8 hours during any other day-time.
- 9.4. **Cancellation/Stoppage because of a natural catastrophe**
- 9.4.1 Insurer compensates to Insured proven expenses, which have happened in connection with a cancellation or stoppage because of natural catastrophes.
- 9.4.2 In case of travel cancellation or stoppage, the insurer, without exceeding the sum of insurance, compensates the proven transport and living expenses, which have been paid for but have not been used, or extra expenses for bookings changes or new booking.
- 9.4.3 Compensation for extra expenses for a booking change or a new booking cannot exceed initially purchased transport and living expenditure sum.
- 9.4.4 If an insurance event happens, Insurer compensates that part of expenses from the total cost of a travel, which, in accordance to terms and conditions of ordered travel, are not refunded by Travel organizer.
- 9.4.5 If return to home country has been delayed in connection with stoppage of a travel because of a natural catastrophe, Insurance Contract is prolonged by 48 without extra charge.
- 9.5. **An obligation of the Insured, upon the occurrence of the Insured event**
- 9.5.1 An obligation of the Insured is to inform travel organizer for full or partial service cancellation and demand a loss compensation from travel organizer.
- 9.5.2 An obligation of the Insured is to solve the issues

connected to ticket exchange or a purchase of a new ticket.

9.6. **Exceptions**

- 9.6.1 In addition to the expenses referred to in Paragraph 21, the Insurer shall not indemnify any damages incurred by the Insured:
- 9.6.1.1 if possibility of travel cancellation, stoppage or missing it was predictable before conclusion of an Insurance Contract;
- 9.6.1.2 if travel is cancelled or stopped because of a natural catastrophe about which information was published in mass media before conclusion of an Insurance Contract;
- 9.6.1.3 if in case of a missed transit when transit period (time period between a flight in a list of arrival in transit point and starting travel with next vehicle) is shorter than 2 hours.
- 9.6.1.4 if transit is missed in connection with delay of official authorities upon arrival;
- 9.6.1.5 for a damaged vehicle repair or transporting because of a traffic accident;

10. article. Delay, cancellation of a flight

- 10.1. The Insurer compensates to the Insured the expenses which happened because of a delay or technical difficulties of a flight for more than 4 hours or cancellation of a flight.
- 10.2. The Insurer compensates to the Insured expenses abroad for food, hotel, transport to and from airport.
- 10.3. The Insurer compensates to the Insured 50% of the expenses of purchasing a new ticket, which has been bought so the Insured could continue the travel with a different flight or a vehicle.
- 10.4. In case of a new ticket purchase, the Insurer compensates only those expenses, which cannot be refunded to the Insured in accordance with travel organizer and/or terms and conditions of passenger transporter contract or regulations (for example, Regulation (EC) No 261/2004 of the European Parliament and of the Council establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights).
- 10.5. The Insurance protection applies to regular flights, done by licenced airlines, which have flight lists published, as well as to charter flights.
- 10.6. **An obligation of the Insured, upon the occurrence of the Insured event.**
- 10.6.1 The obligation of the Insured is to demand and receive an issued confirmation from an airline, that the Insured has registered his ticket for the specific flight.
- 10.6.2 An obligation of the Insured is to demand and received an issued confirmation from an airline, in which is specified a reason of delay, duration and/or actual time of departure.

10.7. Exceptions

- 10.7.1 In addition to the expenses referred to in Paragraph 21, the Insurer shall not indemnify any damages incurred by the Insured:
- 10.7.1.1 if Insured has not registered for a flight;
 - 10.7.1.2 if flight is provided by unlicensed air carrier;
 - 10.7.1.3 for purchase of alcoholic beverages;
 - 10.7.1.4 for expenses, that have been covered by Travel organizer, airline or another third party.

11. article. Travel documents

- 11.1. If during travels, passport, ID card, drivers licence of a land vehicle or vehicle registration certificate of the Insured is lost or stolen, the Insurer compensates expense to the Insured for recovery of a specific document in home country and/or its substitution document acquisition abroad.
- 11.2. If during travels the documents of the Insured mention in Article 11.1 are stolen, lost or abducted, the Insurer compensates:
- 11.2.1 state tax for issuing a document to substitute lost, stolen or abducted document;
 - 11.2.2 telecommunication expenses with concerned authorities abroad in connection with lost, stolen or abducted document;
 - 11.2.3 transport expenses abroad to/from concerned institutions of authorities;
 - 11.2.4 accommodation expenses abroad, if without substitution document it is impossible to return to the home country.
- 11.3. **An obligation of the Insured, upon the occurrence of the Insured event.**
- 11.3.1 In case of lost, stolen, abducted documents, an obligation of the Insured is to inform the appropriate country's authorities abroad in 24 hours.
- 11.4. **Exceptions**
- 11.4.1 In addition to the expenses referred to in Paragraph 21, the Insurer shall not indemnify any damages incurred by the Insured:
- 11.4.1.1 which are connected to certificates that are bound to ID card, as well as any type of losses, which are connected to digital service, that are bound to the card, action restoration;
 - 11.4.1.2 for extra charges to receive documents in an accelerated procedure.

12. article. Legal Expenses

- 12.1. The insurer pays out compensation to Insured for the damages without exceeding sum of insurance in connection with legal help (lawyer's fee) expenses abroad, if the Insured during travels flouts tradition and behavioural norms in the appropriate country and/or the Insured unknowingly violated the laws of the appropriate country, as a result of which damages has been done to the third party.
- 12.2. The insurance compensation is intended only in cases,

if the Insured is involved in legal proceedings as a physical person and in cases, which have been started during travels and are connected with travel process.

- 12.3. In the case, the expenses of the Insured will be compensated for being as a defendant at the court of first instance and appeal court, and expenses which regulate the dispute, but without being involved in court proceedings.

12.4. Exceptions

- 12.4.1 In addition to stated exceptions of these rules in Article 21, protection does not apply for:
- 12.4.1.1 when legal help is provided in connection with an objective that has been raised against the Insured's vehicle storing, renting or using, including violation of road traffic rules, or the civil liability of the driver of the vehicle coming into force;
 - 12.4.1.2 when legal help is provided in connection with an objection if damage has been done by an animal which are Insured's property or are under his/her supervision, or these animals belong to person, about whom the Insured is legally responsible;
 - 12.4.1.3 when the Insured has offered some legal character services or has made payments before the Insurer has given him/her a written confirmation;
 - 12.4.1.4 when legal services have been provided by a representative, who does not have appropriate qualification to examine the legal issue or if the Insured has been represented in court by a person who does not have appropriate qualification and the Insured knew about it;
 - 12.4.1.5 when legal help is provided in connection with an appeal of an administrative act;
 - 12.4.1.6 when legal help is provided in connection with a defence in criminal proceedings of the Insured if accusation has been brought as deliberate act, direct or indirect intention, such as drunk driving, fraud, forging, etc., if the Insured is found guilty;
 - 12.4.1.7 when legal help is provided in connection with enforcement of a judgement;
 - 12.4.1.8 when legal help is provided in connection with insolvency or bankruptcy.
- 12.4.2 The Insurer does not compensate the following expenses of the Insured:
- 12.4.2.1 expenses for court of arbitration;
 - 12.4.2.2 expenses for judicial procedure, which, according to the judgment, must be paid or it is agreed that they will be paid by the Insured;
 - 12.4.2.3 expenses for obtaining legal expert opinion;
 - 12.4.2.4 expenses for notification about violation, crime and its pre-trial investigation;
 - 12.4.2.5 expenses for Insured's or his/her representative's absence in the court, disregards of the court's judgement or expenses, which appeared because of delaying judicial procedure or expenses because of gross negligence or any other way increasing the expenses;

13. article. Substitution of an Insured

- 13.1. The Insurer compensates the expenses which happened to the Policy Holder (legal person), if the Insured during a business trip abroad suddenly becomes ill or is harmed in an accident and he/she has to be hospitalized for some time, that is longer than 24 hours, or to repatriate and the Insured needs to be substituted with a different person to fulfil the job duties.
- 13.2. The Insured pays economy class tickets return to a specified person by a Policy holder, so he/she can substitute the Insured in job duties.
- 13.3. **An obligation of the Policy Holder, upon the occurrence of the Insured event.**
- 13.3.1 An obligation of the Policy holder is to inform the Insurer about the person, who will substitute the Insured, by indicating his/her name, surname, identification number, and date of birth.
- 13.4. **Exceptions**
- 13.4.1 In addition to these rules Article 21 defined exceptions, the Insurer does not compensate the damages to the Policy Holder, which happened with substituting the Insured but are not directly connected to transportation expenses (tickets).

14. article. Insurance of Electronics

- 14.1. **Damaging**
- If during travels, because of a sudden, unpredictable event, a phone, laptop, tablet, photo, video or audio (henceforth Electronics) equipment of the Insured is damaged, the Insurer compensates expenses for repairs of the damaged Electronics. If repair expenses exceed the substitution expenses of damaged electronics, then the Insurer compensates expenses for purchase of equivalent Electronics, without exceeding the sum of insurance in Policy for damaging risk and/or actual value of damaged electronics.
- 14.2. **Theft**
- If the insured electronics during travels are stolen, the Insurer compensates purchase expenses of equivalent electronics, without exceeding the sum of insurance indicated in Policy for risk of theft and/or actual value of stolen electronics.
- 14.3. **Value of Electronics**
- The actual value of damaged or stolen electronics is defined on a basis of a market price level at the moment of damages or theft. Electronics, which are older than one year, value reduction is taken into account, applying 20% depreciation a year for each year from the moment of purchase, but in total not exceeding 80% depreciation.
- 14.4. **An obligation of the Insured, upon the occurrence of the Insured event.**
- 14.4.1 In case of theft of electronics, an obligation of the Insured in 24 hours after the moment of detection to inform the state police abroad and receive written

police confirmation of the theft.

- 14.4.2 The obligation of the Insured is to hand over the damaged or recovered electronics to the Insurer on its demand, if the paid out compensation is an actual value of the Electronics. If the Insured refuses to hand over the relevant electronics to the Insurer, an obligation of the Insured is to immediately return the received Insurance compensation.
- 14.5. **Exceptions**
- 14.5.1 In addition to the expenses referred to in Paragraph 21, the Insurer shall not indemnify any damages incurred because of:
- 14.5.1.1 at the moment when Electronics have been handed over luggage under the care of a transporter;
- 14.5.1.2 at the moment, when Electronics have been left in a public space without supervision or have been left in an unlocked motorized vehicle;
- 14.5.1.3 as a result of disregard of instructions of use or maintenance of an Electronics manufacturer;
- 14.5.1.4 as a result of checking or confiscation done by state authorities or customs;
- 14.5.1.5 in connection with depreciation of Electronics during its usage.

15. article. Insurance of Sports Equipment

The insurance risks included in this Articles are in force in a relation to sports equipment, that is being used only on such enhanced risk activities, about which the Insured has Insurance coverage in force according to these rules Article 2.5. and Annex No. 1.

- 15.1. **Damages as a Result of an Accident**
- 15.1.1 If during travels, the Insured does sports which are covered by Insurance and an accident happens with bodily injuries, as a result of which the sports equipment, which is in possession of the Insured, is damaged, the Insurer:
- 15.1.1.1 compensates the expenses for repairs of damaged sports equipment which occurred during the accident;
- 15.1.1.2 pays out the compensation which is equal of the actual value of the sports equipment if the expenses of repairing the sports equipment exceeds its actual value before an accident or repairs are technically impossible.
- 15.1.2 The insurance compensation is paid out under the condition, that because of an accident, a medical attention has been provided to the Insured.
- 15.2. **Damaging, losing (Transporters fault)**
- 15.2.1 If during travels the sports equipment, which is a possession of the Insured, is lost, which has been registered on Insured's name or on a first-degree relative and given in care to a transporter, then Insurer pays out actual loss amount as compensation of the value of the sports equipment, without exceeding the sum of insurance of this risk as stated in policy. Sports equipment is considered lost if it is confirmed by a transporter.

- 15.2.2 If during the travels, the sports equipment, which is a property of the Insured is damaged and is registered on the Insured's or his/her first-degree relative's name and given under the care to the transporter, the Insurer:
- 15.2.2.1 compensates the expenses for repairs of damaged sports equipment;
- 15.2.2.2 pays out the compensation which is equal of the actual value of the sports equipment if the expenses of repairing the sports equipment exceeds its actual value before an accident or repairs are technically impossible.
- 15.2.3 In case the transporter has paid out a compensation, Insurer pays out Insurance compensation taking into account a compensation principle, i.e., Insurer pays out difference between the loss and compensation paid by transporter.
- 15.3. **Delay (because of the Transporter)**
- 15.3.1 If during travels, the sports equipment, which is registered and is under the care of the Transporter, is delayed for more than 4 hours, the Insurer compensates to Insured the expenses abroad for a rent of an equivalent sports equipment up to the moment, when the delayed equipment is given back to the Insured.
- 15.4. **Theft**
- 15.4.1 If during the travels, the sports equipment of the Insured is stolen, excluding the time, when it is under the care of the Transporter, the Insurer compensates to the Insured the expenses for purchase or rent of equivalent sports equipment abroad.
- 15.5. **An obligation of the Insured, upon the occurrence of the Insured event**
- 15.5.1 An obligation of the Insured is to inform the transporter in 24 hours after the theft about the situation.
- 15.5.2 An obligation of the Insured is to demand and receive a confirmation document from a Transporter for event of loss.
- 15.5.3 In case of sports equipment theft or abduction, an obligation of the Insured in 24 hours, after the moment of detection, to inform the state police of the appropriate country and receive written police confirmation of theft or abduction.
- 15.6. **Exceptions**
- 15.6.1 In addition to the expenses referred to in Paragraph 21, the Insurer shall not indemnify any damages incurred as follows:
- 15.6.2 if the damage of the sports equipment is insignificant, as a result of which it is fully valid for further usage as it is intended to;
- 15.6.3 if in 24 hours after discovering the theft it has not been reported to the appropriate state police;
- 15.6.4 if the sports equipment during the theft has been left unattended or in a freely approachable space, or in an unlocked motorized vehicle, trailer or boot;

- 15.6.5 if sports equipment is delayed in the home country;
- 15.6.6 if sports equipment, which is being transported as freight in a vehicle that is not used by the Insured or with transport plane during which the equipment is damaged or lost.

16. article. Additional skiing risks

- 16.1. **Hoist Card**
- 16.1.1 The Insurer compensates for the damages connected to purchase expenses of a skiing hoist card, for as much the Insured was not able to continue mountain skiing or snowboarding relating to a sudden illness or an accident during the travels, because of which, the Insured received emergency medical treatment.
- 16.1.2 Compensations is paid out without exceeding 50 EUR for a day, and total sum of insurance for a Hoist Card insurance risk.
- 16.2. **Closed Skiing tracks**
- 16.2.1 The Insurer compensates for the damages connected to purchase expenses of a skiing hoist card, for as much the Insured was not able to continue mountain skiing or snowboarding relating to a sudden, unforeseen closure of skiing tracks because of weather.
- 16.2.2 Compensations is paid out without exceeding 50 EUR for a day, and total sum of insurance for closed skiing tracks.
- 16.2.3 This risk is in force if a ski resort confirmation is issued, that all tracks have been closed because of bad weather, indicating precise time.
- 16.3. **Exceptions**
- 16.3.1 In addition to Article 21 of these rules the Insurer does not compensate for the damages if the skiing tracks are closed outside the track operating season.

17. article. Property insurance

- 17.1. An object of Insurance is dwelling house or a flat (including interior decoration of a flat) and household property, the immovable property permanently inhabited by the Insured, but during the travel period unattended or in the real estate owned/controlled by the other person in the Republic of Latvia. Civil liability of the Insured is also insured as owner or renter of an immovable property, if the property is used for living.
- 17.2. An Insurance of a property or civil liability is in force if in Policy at the section of the Insured person has a corresponding mark.
- 17.3. The insurance is in force in cases which happen when the Insured is travelling but not longer than the period the travel insurance contract has been concluded for.
- 17.4. The insurance of objects mentioned in this Article is being applied to the Insurer's terms and conditions of property insurance of a private individual, with which you can get acquainted on <https://www.ergo.lv> in travel insurance section.
- 17.5. Regarding movable and immovable property, the

Insurer compensates the losses or damages, as well as extra expenses (clean-up of a damaged space, moving and guarding expenses), coming into force any of the following insurance risks as listed in the terms and conditions to the private individual's property insurance:

- 17.5.1 Fire accident risk insurance
- 17.5.2 Insurance in the event of the water supply accident;
- 17.5.3 Insurance for Damages Done by Natural Disasters
- 17.5.4 Insurance of the losses caused by the illegal action of third parties.
- 17.6. The sum of insurance is not the value of property of the Insured, but is the responsibility limit of the Insurer or maximally possible pay-out sum during the time when the contract is in force. Terms and Conditions of Underinsurance do not apply.
- 17.7. An Insurance event coming into force, the amount of insurance compensation is set, based on actual sum of damages and the relevant private individual property insurance terms and conditions, which defines the calculation procedure for insurance compensation.
- 17.8. Limit of civil liability is set EUR 1000.
- 17.9. **An obligation of the Insured, upon the occurrence of the Insured event**
- 17.9.1 In addition to the obligations mention in terms and conditions of private individual's property insurance, in case of an insurance event, an obligation of the insurer, referring to the demand of the Insurer, to prove with official documents, that the damaged immovable property is the habitual residence of the Insured when the loss happened. A tenancy agreement or utility bills, which are addressed to the Insured person, can serve as an official documentary proof.
- 17.9.2 An obligation of the Insured is immediately, whenever it is possible, but no later than 3 working days after the end period of the insurance policy, to inform the Insurer about insurance event in a written form.
- 17.10. **Exceptions**
- 17.10.1 In addition to the exceptions to these terms and conditions set in Article 21
- 17.10.2 The Insurer does not compensate the damages:
 - 17.10.2.1 which are not covered in accordance with the valid terms and conditions of insurance of Insurer's individual person property;
 - 17.10.2.2 who has insurance coverage in accordance with another valid Insurance contract;
 - 17.10.2.3 which have happened more than 31 days when the Insurance contract comes into force.

IV chapter An obligation of the Policyholder and the Insured Party

- 17.1. Obligations of the Policyholder during the Contract period is:
 - 17.1.1 to pay insurance premium in the due date as set in Insurance contract and to follow these terms and conditions;

- 17.1.2 to submit necessary information to the Insurer to fulfil the contractual obligations;
- 17.1.3 to inform the Insured, that he/she/they are Insured and to introduce him/her/they with the terms and conditions of Insurance contract. In case if, Policy holder has not informed the Insured, that he/she/they are Insured and has not informed him/her/they with terms and conditions of the Insurance contract, the Insurer is not responsible for the consequences cause by such lack of information.
- 17.2. The Insured shall have the following obligations, upon the occurrence of the Insured event:
 - 17.2.1 for each insurance event immediately, when it is possible, but no later than in 30 (thirty) day, inform the Insurer in a written form;
 - 17.2.2 to perform all the possible measures necessary to clarify and reduce losses of the insurance event circumstances. When taking the aforementioned measures, all possible instructions of the Insurer or its authorized representative shall be observed;
 - 17.2.3 to help the Insurer to find out the circumstances of an Insurance event coming into force, to submit documents, which confirm the circumstances of an Insurance event coming into force and damage amount.

V chapter Insurance Indemnity and Pay-out Conditions

18. article. Insurance Indemnity

- 18.1. The Insurer compensates the damages, which happened to the Insured connected to the Insurance risk as a result of a cause bound to an event when the Insurance Contract is in force. For the Insurance Indemnity a compensation principle is used, excluding the compensation for accidents in accordance with terms and conditions of Article 6.
- 18.2. Excess of the payable Insurance Indemnity is withheld, if it has been set in terms and conditions of Insurance and both sides have not agreed differently.
- 18.3. The Insurer compensates the expenses and/or extra expenses for insurance event confirmation documents to their submitter:
 - 18.3.1 The Policy Holder, Insured Person or another authorised person, if they made the service payment by themselves;
 - 18.3.2 To the service provider or another person entitled to receive the insurance indemnity based on the submitted invoice or other documents;
- 18.4. Total pay-out of the sum of insurance indemnity to a single person for one or more than one insurance events, which have happened when Policy was in force, cannot exceed the sum of insurance or liability limit for a specific Insurance risk.
- 18.5. The Insured has rights to use the services of the authorised representative of the Insurer, who is

- specified in the Policy and that he/she was authorised by the Insurer to organise and supervise the necessary assistance services.
- 18.6 Expenses of an abroad currency is calculated in euros (EUR). The expenses are calculated by the Bank of Latvia currency exchange rate of the day when the Insurer has received relevant bills.
- 18.7 The Insurance Indemnity is paid out in 14 days after receiving all the necessary documents, which are necessary to determine damage coming into force and damage amount.
- 18.8 Before paying out the Insurance Indemnity, the Insurer is entitled to take over the movable property which was damaged during insurance event. If the Insured refuses to hand over the relevant property to the Insurer, an obligation of the Insured is to immediately return the paid out Insurance compensation.

19. article. The documents to be submitted to receive Insurance Indemnity

- 19.1 Regardless of the Insurance risk, for all the Insurance Indemnity demand cases the Insured has to submit to the Insurer such documents and information:
- 19.1.1 an application for the happened event and its circumstances, indicating the name, surname, identification number, date of birth, address of actual residency, telephone number, e-mail of the Insured;
- 19.1.2 all receipt originals or their copies (showing the originals on the demand of the Insurer). They have to have information about the service receiver - (name, surname, date of birth) and service provider (name, address, registration number, bank details), the amplitude of the service, precise name, location of the services provided, date of beginning and end,
- 19.2 **In case of Medical expenditure risk, additional documents have to be submitted:**
- 19.2.1 Medical certification with a precise diagnosis, transcript, location of receiving and date of the received services;
- 19.2.2 prescription or its copy of the purchased drugs or medical supplies;
- 19.3 **In case an event of repatriation risk, in addition, a doctor's certification has to be submitted for necessity of such transportation or certification of cause of death approved by a doctor.**
- 19.4 **In case of an arrival and stay of a relative expenditure risk, additional documents have to be submitted:**
- 19.4.1 a doctor's closure about the health status of the Insured, including the certification for repatriation possibilities and predictable time of hospitalization;
- 19.4.2 Attesting documents for transport and hotel expenses;
- 19.4.3 A document, which proves kinship with the Insured.
- 19.5 **In case a risk comes into force, telecommunication expense, in addition telecommunication printouts has to be handed in, which prove calls to the Insurer**

or the Help Desk

- 19.6 **In case of a death risk, additional documents have to be submitted:**
- 19.6.1 a description of an accident;
- 19.6.2 a certification about an accident from police or any other competent authority;
- 19.6.3 A copy of the confirmation of death of the Insured, showing the original;
- 19.6.4 certification about a cause of death;
- 19.6.5 a copy of a certificate of succession, showing the original;
- 19.7. **In case of disability risk coming into force, in addition a medical certification has to be submitted indicating a type and nature of injury and a precise diagnosis.**
- 19.8. **In case civil liability risk, additional documents have to be submitted:**
- 19.8.1 detailed description of an accident, personal data of the witnesses;
- 19.8.2 documents which prove the authenticity of the demand;
- 19.8.3 other documents, which are connected with the event and its circumstances.
- 19.9. **In case of damage to luggage, loss (transporters fault) risk, the Insured has to submit:**
- 19.9.1 Transporter's certification, which proves the damage or loss of the baggage and the amount payed out as a compensation or refusal to pay;
- 19.9.2 damaged property or its picture, documents of proof of value;
- 19.9.3 A payment certifying document or a certificate for the repairs of the damaged property where repair is economically unreasonable;
- 19.9.4 a detailed description of the lost property, indicating value and, if possible, documents, which prove that (for example, purchase receipts);
- 19.9.5 a copy of a ticket and luggage voucher or its copy.
- 19.10. **In case of luggage Delay (because of the transporter) risk, additional documents have to be submitted:**
- 19.10.1 The transporters certification, which proves delay of the luggage at the destination;
- 19.10.2 a copy of a ticket and luggage voucher or its copy.
- 19.10.3 purchase documents for bought property.
- 19.11. **In case of a stolen luggage risk, additional documents have to be submitted:**
- 19.11.1 a police certification of theft, location and circumstances;
- 19.11.2 Description of the luggage;
- 19.11.3 purchase documents for bought property, which substitutes the stolen property.
- 19.12. **In case of a travel cancellation, stoppage or missing risk, additional documents have to be submitted:**
- 19.12.1 in case of illness or an accident - a certification from medical institution, certificate of incapacity for work, if the treatment is ambulatory, it is necessary to indicate the diagnosis;

- 19.12.2 in case of death – a copy of certification of death;
- 19.12.3 In case of damaging the property of the Insured – a certification from the appropriate and competent state authorities (police, firefighters, rescue operators, etc.), which proves the event, as well as the documents which prove the extent of damages;
- 19.12.4 payment proving documents, which certify the paid amount to travel organiser and/or service provider;
- 19.12.5 a copy of concluded travel contract, ticket, in which cancellation terms and sum can be seen, which is not refunded by the travel organiser or service provider in case of cancellation;
- 19.12.6 a certification from traffic police of traffic accident;
- 19.12.7 a certification from police about a crime;
- 19.13. **In case of missed transit risk, additional documents have to be submitted:**
- 19.13.1 transport tickets or their copies;
- 19.13.2 a certification from airline or airport, which proves the departure delay, resulting into missing the next transport, indicating the reason for delay;
- 19.13.3 attesting documents for transport and hotel expenses;
- 19.14. **In case of a flight cancellation or delay risk, additional documents have to be submitted:**
- 19.14.1 A certification about registration of the Insured on the specific flight or a copy of a boarding pass;
- 19.14.2 A certification about the flight delay and duration of the delay, with an indicated reason for delay and compensation type/sum or its refusal.
- 19.15. **In case of travel document risk, additional documents have to be submitted:**
- 19.15.1 a certification, which proves that for the loss, theft or kidnapping of a document, the appropriate state authorities have been notified in 24 hours after it happened and which confirms loss, theft or kidnapping fact of a document;
- 19.15.2 attesting documents for payment of making new documents, payment for state tax;
- 19.15.3 an extract of telecommunications, which prove calling to appropriate state authorities and communication expenses;
- 19.15.4 attesting documents for transport and hotel expenses;
- 19.16. **In case of legal expenditure risk, additional documents have to be submitted:**
- 19.16.1 a copy of a raised demand against the Insured;
- 19.16.2 a contract with a provider of legal help, in which is indicated a reason why the legal help is provided;
- 19.16.3 an attesting document of payment for legal help services.
- 19.17. **In case of a substitution of the Insured risk, additional documents have to be submitted:**
- 19.17.1 In case of an accident or sudden illness – a certification from a medical institution about hospitalization or repatriation necessity of the Insured, compulsory indicating the diagnosis.
- 19.17.2 In case of death of the Insured – a copy of certification of death.
- 19.18. **In case of Electronics insurance risks, additional documents have to be submitted:**
- 19.18.1 purchase documents (such as, receipt for purchase) of stolen or damaged electronics or, if it is impossible, then information about model, date of purchase and the sum.
- 19.18.2 A payment certifying document or a certificate for the repair expenses of the damaged electronics that the repair is economically unreasonable;
- 19.18.3 a police certification of theft, location and circumstances;
- 19.19. **In case of sports equipment insurance risk, additional documents have to be submitted:**
- 19.19.1 the damaged sports equipment or a picture of it and its description, indicating the brand, model and its value and, if possible, documents, which proves it (for example, receipts of purchase);
- 19.19.2 A payment certifying document or a certificate for the repair expenses of the damaged sports equipment that the repair is economically unreasonable;
- 19.19.3 a description of the lost sports equipment, indicating its value and, if possible, submitting the documents, which prove that (for example, purchase receipts);
- 19.19.4 If the sports equipment is damaged because of an accident - medical documents, which confirm an accident and defined diagnosis;
- 19.19.5 In case of delay of sports equipment – a certification from a transporter, which proves the delay of sports equipment luggage to the destination, as well as tickets and a copy of luggage voucher;
- 19.19.6 In case of a theft of the sports equipment - a police certification of theft, location and circumstances;
- 19.19.7 payment documents for rent of substitution sports equipment in case of delay or theft of sports equipment.
- 19.20. **In case of additional skiing risks, additional documents have to be submitted:**
- 19.20.1 a doctor's certification with a diagnosis or a confirmation/certification issued by a skiing resort about track closure, in which a precise time has been specified, where and which tracks were close and the reason for closure;
- 19.20.2 certification documents of purchase of a skiing passport.

VI chapter General Provisions

20. article. Insurance obligations

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

- court, in accordance with the regulatory enactments of the Republic of Latvia.
- 20.2. The Insurer communicates with the Policy holder in Latvian language. A correspondence to be sent to the Policy Holder, the Insurer provides in Latvian language.
- 20.3. All of the applications and explanations have to be submitted in a written form and have to be addressed to the Insurer. Submissions and explanations that are not delivered in writing shall not be binding upon the Insurer.
- 20.4. Upon conclusion of the Insurance Contract, the Policy Holder in his, as well as in the name of Insured person, authorizes the Insurer as a manager of the system and operator of personal data to process his/her, as well as the personal data of the Insured, including sensitive personal data, with objective to provide fulfilment of Insurance Contract in accordance to law of protection of personal data of legal person and other regulatory acts of Republic of Latvia. The Insured has rights in case of necessity to demand for additional information.
- 20.5. The Policy Holder agrees, that information about the health status, diagnosis and treatment of the Insured are given to the Insurer and/or its authorised representative. An obligation of doctors or other Insurers is to provide all necessary certifications.
- 20.6. Upon conclusion of the Insurance Contract, the Policy Holder in his own name as well as in the name of the Insured person, authorizes the Insurer or its authorized representative to demand and receive necessary information of damage regulatory from medical institutions, patient funds and other treatment institutions.
- 20.7. By concluding the Insurance contract, the Parties have agreed that they will regulate the relationship arising from this contract by applying these provisions, the laws and regulations of the Republic of Latvia regarding insurance, the Civil law of the Republic of Latvia - in the aforementioned order. If, while this insurance contract is in force, the laws and regulations of the Republic of Latvia, according to which the Insurer amends these provisions, are amended, then these provisions remain in force insofar as they are not subject to the new amendments. If any of these provisions regarding the amendments of the laws and regulations of the Republic of Latvia becomes invalid, the Insurer adapts and interprets it in accordance with the provisions of the valid laws and regulations of the Republic of Latvia.
- 21. article. General Exceptions**
- 21.1. Upon conclusion of the Insurance Contract, the sides have agreed, when finding the following circumstance, the Insurer is exonerated from a duty to pay out Insurance Indemnity:
- 21.1.1 The damages have been done in a territory which according to the terms and conditions are not considered abroad (excluding the risks describes in Article 9., 10., 17 and section 5.5);
- 21.1.2 The insurance event has occurred before the insurance premium payment;
- 21.1.3 Insurance risk coming into force with direct or indirect exposure to nuclear energy, rebellion, internal state disturbances, orders of state authority institutions, riots, war, epidemy, pandemic, strike, lock-out;
- 21.1.4 Insurance risk coming into force in connection with Terrorism. However, this exception does not apply to Article 5 (Medical help), Article 6 (Accidents and Article 8 (Luggage) included risks in territory about which Ministry of Foreign Affairs of Republic of Latvia has not published information in home page with a warning not to visit this territory before the start of the travels. If such warning is published after, when the Insured is already in the dangerous territory, then the insurance coverage regarding terrorism end on the 7th day after the publication of a warning;
- 21.1.5 the damage has been done as a result of a direct action or ill will of the Insured;
- 21.1.6 Insurance risk coming into force in connection with Natural Catastrophe. However, this exception does not apply to the terms and conditions of the included risks of Section 9.4 - Cancellation/stoppage because of Natural Catastrophe;
- 21.1.7 The damage has been done by a radioactive poisoning, poisoning with chemicals;
- 21.1.8 The Policy Holder or the Insured has provided false information or has not provided information about the circumstances of insurance event coming into force or the extent of damages;
- 21.1.9 The damage has been done as a result of committing suicide or trying to commit suicide;
- 21.1.10 The damage has been done when the Insured was influenced by alcoholic, toxic or drug intoxication;
- 21.1.11 The damage has been done as a result of a direct action or ill will of the Insured person;
- 21.1.12 The damage has been done participating in clinical trials of a medicine;
- 21.1.13 The damage has been done when the Insured is in military service in any of the army units or another military formation, excluding the cases where the sides have made special agreements and a specific marking is in Policy;
- 21.1.14 The damages have been caused by participating in, attempting or performing criminal action, while being legally detained or being in custody;
- 21.1.15 The damages have been caused by using a non-self-propelled aircraft, gliders, hang gliding, paragliders as a pilot or passenger, jumps with a parachute;
- 21.1.16 The damages have been caused sailing a means of water transportation registered as a means of passenger transport along a specific route other than as a passenger;
- 21.1.17 The damage has been caused when Insured has done

such enhanced risk activities: trekking in mountains with altitude above 3,500 meters, mountain climbing, diving in caves, diving deeper than 30 meters, bungee jumping, heliboarding or any other enhanced risk activity, which has not been mentioned in terms and conditions of Annex 1.

- 21.1.18 The damage has been the cause when the Insured participated or trained for any type of competitions which use motorized, land, air or water vehicle, expect cases where the sides have made special agreements and a specific marking is in Policy;
- 21.1.19 the damaged has been caused by doing a payed physical work except cases, if the sides have made special agreements and a specific marking is in Policy
- 21.1.20 The Policy Holder or the Insured has not done one of the obligations which have been set in terms and conditions.

22. article. Individuals, who cannot be insured

- 22.1. Mentally ill individuals as well as individuals who need constant nursing cannot be insured. Individuals, who need constant nursing are considered individuals, who need a physical help from another individual to fulfil daily activities. In the case that such a person has been Insured and the Insured premium has been paid, the Insurance contract is considered invalid from the moment of conclusion.
- 22.2. While the Insurance contract is in the force, the Insurance protection ends at the moment, when the Insured person, in accordance to the rules of section 22.1 becomes a person, which cannot be insured. With this moment, the concluded Insurance contract regarding uninsurable individual is considered invalid.
- 22.3. The Insurer, within 15 days, refunds the amount paid for Insurance premium for uninsurable individuals after receiving a written request of the Policy Holder. Individuals who have become uninsurable when the Insurance Contract was in force, a part of unused Insurance premium has to be refunded, which corresponds to the time, when the person has become uninsurable until in the Policy specified date of the termination of the contract.

23. article. Termination of the Contract and Payment of the Insurance Premium Balance

- 23.1. If the Insurance Contract is terminated and no Insurance Indemnity payments have been made during its operation, the Insurer shall refund to the Policyholder the unused part of the insurance premium, which shall be determined by deducting from the insurance premium a part paid for the duration of the Insurance Contract and expenses of the Insurer related to the conclusion of the Insurance Contract, up to a maximum of 25 (twenty five) % of the insurance premium.
- 23.2. In all cases during the contract activity when there

have been insurance claims made and the Insurer has paid the Insurance Indemnity or fixed its amount, the insurance premium for the entire Policy duration of the Insurance Contract shall be due to the Insurer.

- 23.3. Insurance Contract can be terminated by both parties agreeing in a written form. Any party may terminate the Insurance Contract after occurrence of an Insurance Event, when the Insurance Indemnity has been paid, or before payment of the Insurance Indemnity if the Insurer has determined the amount of losses related to the Insurance Event.
- 23.4. The Insurance Contract shall be terminated 15 days after the date on which the relevant party has sent a written notice of termination of the Insurance Contract or when the two parties have agreed on other arrangements for termination of the Insurance Contract by a corresponding agreement;
- 23.5. If the Policyholder has intentionally provided false information about insured risk, the Insurer shall be entitled to refuse the payment of the Insurance Indemnity and terminate the Insurance Contract. Deposited insurance premium is not refunded by insurer in this case

24. article. Conclusion of a Distance Contract

- 24.1. If the Insurance Contract is concluded using a means of distance communication, the Policy Holder sends an electronic insurance application to the address specified by the Insurer.
- 24.2. The Insurance Contract is concluded based on a sent insurance application of the Policyholder. The Insurance Contract is considered concluded at the moment, when the Insurer in an electronic form to an e-mail of Policy holder has sent a prepared insurance Policy, insurance terms and conditions and a bill, but no sooner than the moment of receiving the Insurance Premium payment.
- 24.3. If the Insurance Premium is not paid by the deadline then it is considered that the Insurance Agreement is invalid.
- 24.4. The Policyholder may use the right of withdrawal and unilaterally withdraw from the concluded insurance contract within 14 days from the conclusion of the insurance contract. The Policyholder cannot use the right of withdrawal if the period of the insurance contract is less than one month. If the Policyholder has not used the right of withdrawal in the 14 (fourteen) day time provided in this clause, it is considered that the right of withdrawal has not been used and the insurance contract is in force.
- 24.5. The Policyholder sends the Insurer a written application about the decision. Within 30 (thirty) days from the day when the Policyholder's notification about withdrawal is received, a refund to the Policyholder of the unused amount of the insurance premium, which is determined by deducting from the

insurance premium paid the Insurer's expenses in the amount of 15% (fifteen per cent) from the remaining insurance premium due for the remaining insurance period, but not exceeding a period of one year. The unused amount of the premium is not refunded if, during the performance of the Insurance contract, an insurance indemnity is paid or an insurance event is announced.

25. article. Privacy policy

- 25.1. The Insurer has the right to transfer the Policyholder's personal data (including, but not limited to personal code or identification number) and information about the Policyholder's obligations towards the Insurer deriving from the insurance contract to any credit information bureau (including, but not limited to AS "Kredītinformācijas birojs") in accordance with the requirements of the provisions of the Law on Credit Information Bureaus.
- 25.2. The Policyholder authorizes the Insurer to request, receive, evaluate and save credit information about the Policyholder from databases of any credit information bureau (including, but not limited to

AS "Kredītinformācijas birojs") in order to evaluate the Policyholder's creditworthiness and to manage the credit risk of the Policyholder.

- 25.3. The Policyholder authorizes the Insurer to provide the Policyholder, upon its request, with information regarding the validity of the insurance contract, including by informing the Policyholder about the fact of payment of the insurance premium and by issuing him an insurance policy.
- 25.4. The Policyholder authorizes the Insurer to provide a third party, upon its request, with information regarding the validity of the insurance contract, including by informing the third party about the fact of payment of the insurance premium.
- 25.5. The Insurer publishes the Privacy policy regarding personal data processing on its website www.ergo.lv as well as makes it available in its points of sale or sends it to the Policyholder upon request. The Policyholder is obliged to get acquainted with the Insurer's Privacy policy regarding the processing of personal data, as well as to inform the persons whose data is given to the Insurer by the Policyholder about it.

Appendix No.1

Classification of enhanced risk activities

Mark in the insurance policy	Sport activities*			Competitions/ training**	
	Winter	Diving	Other	Extreme	Other
In insurance coverage included activities	Driving a snowmobile, mountain skiing and snowboarding (Insurance coverage for skiing and snowboarding is only in force for prepared and equipped ski runs in official ski resorts without violation of prohibitions of ski resorts or instruction concerning the dangerous zones and using helmet).	Scuba diving till 30m of depth excluding diving in caves or ship wrecks (Diving more than 10m of depth, Insured has to have Professional Association of Diving Instruction classification (PADI) certificate of competence).	Basketball, riding a motorcycle, sailing or windsurfing in inland or seashore waters (up to 24 miles from a shore), floorball, frisbee, football, handball, kite-boarding, rafting (up to III river category and their spans based on International Scale of River Difficulty category system), rugby, surfing, hiking, trekking in mountains up to 3500 meters of altitude, tennis, water skiing, wakeboarding, volleyball.	BMX, bobsleigh, sailing or windsurfing, in inland or seashore waters (up to 24 miles from a shore), martial arts, hockey, inline kite-boarding, mountain skiing, luge sport, marathon, rugby, snowboarding, skateboarding, skeleton, water skiing, wakeboarding, triathlon.	Aerobics, rowing, basketball, biathlon, dancing, distance skiing, floorball, fitness, frisbee, football, handball, horseback riding, orienting, fencing, swimming, squash, heavy athletics, shooting, road bicycle racing, tennis, athletics, gymnastics, volleyball.

*Sport of physical activities without participation in competitions or trainings.

**Sport activities with participation in competition or trainings.