

IMPORTANT TO KNOW!

Assisting company Smile Assistance provides help abroad for insured persons.

In case of insurance accident call to the following round-the-clock phone number:

Smile Assistance

Phone: + 371 67 331122

Fax: +371 67 338887

e-mail: info@smile.lv

Company Smile Assistance will provide the necessary help and will cover unforeseen medical expenses depending on a situation.

If you have paid in cash, you are obliged to collect all the necessary documents, specified in the rules, confirming the insurance case and the expenses related to it. In order to receive indemnification of your charges you should submit the originals of the above mentioned documents to AAS BAN within 30 days upon returning to Latvia.

Approved at the meeting of the Board on 20 September 2011. Minutes No. 13/11-17

TRAVEL INSURANCE PROVISIONS No. 42.03

- | | | |
|---|--|---|
| <p>1. EXPLANATION OF THE TERMS USED HEREIN</p> <p>1.1. Insurer - Insurance joint-stock company „Baltijas Apdrošināšanas Nams”.</p> <p>1.2. Insurant - legal or natural person entering into the Insurance Contract on his/her or other person's behalf.</p> <p>1.3. Insured - natural persons aged to 75 (seventy-five) years who has the interest of the Insured and the on behalf of whom the Insurance Contract is entered into.</p> <p>1.4. Insurance Contract (hereinafter - the Contract) - agreement between the Insurer and the Insurant according to which the Insurant undertakes the liability to pay the Insurance Premium in form, within the terms and amount stated in the Contract and to meet other contractual liabilities, but the Insurer undertakes the liability to pay the Insurance Indemnity to the person stated in the Contract according to the Contract in case the Insurance Event accedes.</p> <p>1.5. Insurance benefit - sum of money determined for each Insurance Program that is the maximum Insurance Indemnity to be paid according to the Contract.</p> <p>1.6. Insurable Interest - interest no to incur damage when the Insured Risk accedes.</p> <p>1.7. Insurance Indemnity - sum of money to be paid or services to be provided according to the Contract after the Insurance Event accedes. Insurance Indemnity for all Insurance Events happened during the Contract period cannot exceed the Insured Sum and the damaged caused in the result of the Insurance Event.</p> <p>1.8. Insurance event - event causally connected with the Insured Risk upon acceding whereof payment of Insurance Indemnity is anticipated according to the Contract.</p> <p>1.9. Insurance limit - sum of money stated in the Contract - maximum Insurance Indemnity paid for each Insured Risk.</p> <p>1.10. Insurance provisions - these travel insurance provisions and all annexes, supplements and changed thereto that make an integral part of the Contract.</p> <p>1.11. Insurance period - period of the Contract stated in the Insurance Policy.</p> <p>1.12. Application - document in form stated by the Insurer that is submitted by the Insurant to the Insurer to inform about the Insurance Object, facts and circumstances required to assess the insured risk.</p> <p>1.13. Insurance object - health, life, material values and interests of the Insured, civil liability of the person.</p> <p>1.14. Insurance policy - document attesting the conclusion of the Contract and containing the contractual provisions whereupon the Insurer and the Insurant have agreed.</p> <p>1.15. Insurance premium - payment for insurance stated in the Contract.</p> <p>1.16. Insurance program - total Insured Risks and other contractual provisions according to which the Contract is concluded and the Insurance Indemnity is paid (see Annex No. 1, Annex No. 2 and Annex No. 3).</p> <p>1.17. Insurance coverage - total Insured Risks mentioned in the Contract.</p> <p>1.18. Insurance territory - territory stated in the Insurance Policy where the Contract is effective except the Home Country of the Insured. Insurance territory can be: Europe; the whole world; the whole world except USA, Canada, Australia; Russia. If the Insurance Territory stated in the Insurance Policy is "Europe" then in the context of the Insurance Provisions it must be understood as the following countries: Albania, Andorra, Armenia, Austria, Azerbaijan, Belgium, Bosnia and Herzegovina, Bulgaria, the Czech Republic, Denmark, Yugoslavia, France, Greece, Georgia, Croatia, Estonia, Ireland, Iceland, Italy, Cyprus, Kosovo, Latvia, Great Britain, Lithuania, Lichtenstein, Luxembourg, Macedonia, Malta, Montenegro, Moldova Republic, Monaco, Netherlands, Norway, Poland, Portugal, Rumania, San Marino, Serbia, Slovakia, Slovenia, Finland, Spain, Switzerland, Turkey, Ukraine, Hungary, Germany, Vatican, Sweden.</p> <p>1.19. Relative - mother, father, legal spouse, brother, sister, child of the Insured.</p> <p>1.20. Insured risk - event anticipated in the Contract beyond the control of the Insured the acceding whereof is possible in the future.</p> <p>1.21. Luggage - the Insurant's property which he/she takes along to the Trip, except Sports inventory and equipment.</p> <p>1.22. Sports inventory - things, items and equipment belonging to the Insured that are taken with in the trip and used in sports activities.</p> | <p>1.23. Hospitalization - committal of the Insured in the medical establishment if after the Accident, Sudden illness or exacerbation of a Chronic disease emergency medical aid is required.</p> <p>1.24. Beneficiary - natural person who is entitled to receive the Insurance Indemnity in case of death of the Insured.</p> <p>1.25. Home country - country that is the citizenship or permanent residence country of the Insured or that has issued a permanent or temporary residence permit to the Insured.</p> <p>1.26. Own risk - share in money or percent that is deducted from the Insurance Indemnity in cases stated in the Contract.</p> <p>1.27. Repatriation - transportation of the Insured or his/her remains to the home country agreed with the Insurer. Repatriation is performed to medical or other establishment of the Home country that is agreed with the Insurer. If Repatriation of the Insured is performed to the country that is not the Republic of Latvia, the Insurance Indemnity is paid only in such amount that does not exceed the amount of money that would be paid about the Repatriation to the Republic of Latvia.</p> <p>1.28. Third person - any legal or natural person (except the Insurant, Insured, Beneficiary or Relatives) to whose health, life or property unintended damage is caused in the result of the Insurance Event.</p> <p>1.29. Trip - Going of the Insured persons outside the Home country when going on Leisure, Business or Work trip. The Trips starts when the Insured person goes outside the Home country crossing the border thereof, and ends when the Insured person returns to the Home country crossing the border thereof.</p> <p>1.30. Leisure - Trip of the Insured person in the free time that is not directly or indirectly connected with performing of working duties, during that the Insured is engaged with the hobbies that are not activities of increased risk. If the aims of the Trip in the Insurance Policy is stated "Leisure", then in the context of the Insurance Provisions it includes the following sports: aerobics, badminton, basketball, bowling, football, floor-ball, golf, handball, equestrian sport, curling, Nordic walking, orientation, swimming, snorkeling, rafting, cycling, running, volleyball and tennis (engagement with the mentioned sports for leisure purposes).</p> <p>1.31. Sports activities of increased risk - boating, motorsports, baseball, sailing, fighting, frisbee, handball, sports of disabled persons, equestrian sport, carting, kite-surfing (kite-board), mountain tourism (without special equipment and not exceeding the height of 3000 (three thousand) meters above the level of sea, marathon, diving to 30 (thirty) meters, fencing, rugby, sand boarding, surfing, canoeing, softball, tracking, triathlon, water polo, water skiing, track-and-field, gymnastics, speed-skating, biathlon, bobsleigh, figure skating, distance skiing, hockey, mountain skiing (except free-riding), luge ride, field hockey, skeleton, slalom, riding snow motorbikes, snowboard (except free riding and heliboarding), short-track and other sports activities.</p> <p>1.32. Professional sports - doing sports with the aim to reach sports results participating in competitions or trainings irrespective of the fact whether it is the source of income of the Insured person or not. In the context of these provisions Professional sports means also the nonprofessional sports.</p> <p>1.33. Business trip - duty trip or journey of the Insured person with the aim to do paid mental work or to study.</p> <p>1.34. Work - Trip of the Insured with the aim to do paid physical work.</p> <p>2. GENERAL PROVISIONS</p> <p>2.1 The Insurer and the Insurant enter into a Contract on Insured Travel Insurance according to the present provisions, the law "On the Insurance Contract" and other regulatory enactments valid in the Republic of Latvia.</p> <p>2.2 The obligation of the Insurer is:</p> <p>2.2.1 to explain these provisions to the Insurant, according to which the Contract is entered into, including the rights and obligations of the 2.5 Insurer and the Insured;</p> <p>2.2.2 to issue to the Insurant documents attesting the conclusion of the Contract as stated in the Law "On the Insurance Contract";</p> <p>2.2.3 upon acceding the Insurance Event to pay the Insurance Indemnity within the procedure, amount and term stated in this Contract.</p> <p>2.3 Obligation of the Insurant when entering into the Contract is:</p> <p>2.3.1 to provide the Insurer with full, accurate and true information requested by the Insurer, and to take into account that intentional provision of false information or concealment of material information can be assessed as evil intent or rough negligence and can serve as a cause for recognition of the Contract as invalid, for termination there of, and refusal to pay the Insurance Indemnity,</p> | <p>except the situations when the Law "On the Insurance Contract" or other regulatory enactments don't permit it (also the factor that can influence conclusion of the Contract or assessment of the insured risk is to be regarded as a material factor. If the Insurant has doubt about whether any of the factors is material or not he/she must consult with the Insurer);</p> <p>2.3.2 to inform the Insurer on other valid insurance contracts he/she knows about that refer to the same Insurance Object the Contract is concluded about.</p> <p>2.4. General obligations of the Insurant and the Insurer are:</p> <p>2.4.1 to pay the Insurance Premium within the term and amount stated in the Contract and the Insurance Policy;</p> <p>2.4.2 to take all possible measures on his/her account not to permit incurring any damage;</p> <p>2.4.3 upon acceding the Insured Event, to take all possible reasonable measures to decrease the losses;</p> <p>2.4.4 to comply with the requirements of the regulatory enactments of the residence country and the recommendations and requirements of the Insurer;</p> <p>2.4.5 Within the period of the Contract, as soon as possible to inform the Insurer in writing on the changes in the original information;</p> <p>2.4.6 to consult with the Insurer in all situations when it can touch the liabilities within the framework of this Contract.</p> <p>2.5. The obligations of the Insured after the Insurance Event has acceded is:</p> <p>2.5.1 as soon as possible to contact the representative of the Insurer if an Accident, Sudden illness or exacerbation of a Chronic disease has happened;</p> <p>2.5.2 in case the health of the Insured is disturbed, to turn to a qualified practicing doctor at latest within 5 (five) day;</p> <p>2.5.3 promptly, as soon as possible, but at latest within 30 (thirty) days after returning in the Home country, to submit to the Insurer the application to receive the Insurance Indemnity, and the original documents attesting the losses and the fact of the accident to determine the amount of the Insurance Indemnity;</p> <p>2.5.4 to ensure the possibility to the Insurer to participate in the process of clarification of losses, nature and cause of losses, form and amount of losses;</p> <p>2.5.5 upon acceding the Insurance Event to pay to the Insurer the Own risk amount stated in the Insurance Policy;</p> <p>2.5.6 upon the Insurer's request, to authorize the Insurer to receive all required documents and information and represent the interests of the Insured (the authorization shall be executed in writing with the right of delegation);</p> <p>2.5.7 to take all possible reasonable measures to decrease the losses.</p> <p>3. CONCLUSION, AMENDMENT AND TERMINATION OF THE INSURANCE CONTRACT</p> <p>3.1 The Contract is entered into after the Insurer has received all required information and documents for risk assessment.</p> <p>3.2 The Insurer informs the Insurant the contractual provisions and issues the Insurance Policy and the contractual provisions as stated in the law "On the Insurance Contract".</p> <p>3.3 The period of the Contract stated in the Insurance Policy is determined by mutual agreement between the Insurer and the Insurant.</p> <p>3.4 The Contract becomes effective on the day stated in the Insurance Policy at 0:00 a.m. and expires on the day stated in the Insurance Policy at 0:00 p.m. after the Latvian time unless not stated otherwise.</p> <p>3.5 The Contract is valid within the territory stated in the Insurance Policy, except the Home country of the Insured.</p> <p>3.6 The amount of the Insurance Premium is determined by the Insurer, agreeing thereof with the Insurant before conclusion of the Contract.</p> <p>3.7 Payment procedure of the Insurance Premium is stated in the Insurance Policy. The Insurant shall pay the Insurance Premium of part thereof not later than on the day stated in the Insurance Policy.</p> <p>3.8 If the Insurance Premium is paid with a bank transfer, the payment day is the day the Insurer has received the Insurance Premium payment in the bank account stated by the Insurer.</p> <p>3.9 In case the Insurant has failed to pay the Insurance Premium or the first part thereof to the day stated in the Insurance Policy, the Contract is not effective from the moment of conclusion thereof.</p> |
|---|--|---|

- 3.10. In case the Insurer has delayed the payment of the Insurance Premium or the current part thereof, the Insurer acts according to the law "On the Insurance Contract".
- 3.11. The procedure and cases the Contract can be terminated, amended or declared invalid, and the procedure for calculation and cases the Insurance Premium shall be or shall be not repaid, and the procedure for deduction of administrative costs is determined by the law "On the Insurance Contract".
- 3.12. The Insurer when finding out about increase of risk during the Contract period is entitled to amend the Contract or terminate the Contract as stated in the law "On the Insurance Contract"
- 4. INSURED RISKS**
- 4.1. Medical costs**
- 4.1.1 The Insurer cover the previously agreed costs for emergency medical aid the Insured person has incurred during the Trip in connection with an Accident, Sudden illness or exacerbation of a Chronic disease not exceeding the Insurance limit stated in the Contract for the specific Insurance risk, if such costs are not covered by the European Health Insurance Card (EHIC) or according to other regulatory enactments.
- 4.1.2 With medical costs the Insurer understands the losses due to the following causes:
- 4.1.2.1 Sudden illness - unpredictable, sudden, previously not shown and rapid deterioration of the health of the Insured person during the Trip that is not continuation or consequence to the health condition the Insured person has before the start of the Trip;
- 4.1.2.2 Accident - sudden event not depending from the will of the Insured person appeared in causal relationship with influence of the external forces during the Trip in the result of what harm to the health or life of the Insured person is done. If the medical aids - glasses, prostheses, crutches, orthoses, wheelchair - are damaged in the result of the Accident, the purchase or repair costs of the mentioned aids are covered as well;
- 4.1.2.3 exacerbation of a Chronic disease - appearance of symptoms characteristic to a chronic disease not shown before the start of the Trip in the result of what the Insured person requires emergency medical aid.
- 4.1.3 The Insurer covers the costs regarded as substantiated and proven with documents connected with application of generally recognized medical method ambulatory or stationary appointed or performed by a certified doctor.
- 4.1.4 The Insurer pays the medicines prescribed by the doctor recognized by state institutions to be used in medical treatment, except the medicines the Insured person has to use regularly already before the start of the Trip.
- 4.1.5 If an operation planned according to the conclusion of a doctor can be postponed and it is approved with a written conclusion of a doctor, this operation loses the status of the emergency medical aid.
- 4.1.6 The Insurer pays the costs for emergency medical aid only to the moment when the Insured person himself/herself can return to the Home country or when Insured is to be transported and his life is not in danger, but not more than 30 (thirty) days after the expiration of the Insurance Policy. If the Insurer cannot be transported according to the doctor's conclusion, then with the 31st (thirty-first) day after expiration of the Insurance Policy the medical, transport and Repatriation costs are covered by the Insured person himself/herself or by his/her relatives.
- 4.1.7 The Insurer or the authorized person agrees with the expert of the respective medical institution on the treatment and length thereof outside the Home country, on operations and their necessity, on transportation and Repatriation of the Insured. Payment of Insurance Indemnity can be refused in case the Insured person or his/her relatives unilaterally decide to make transportation, examination, treatment, diagnosis and/or operation or perform treatment in the increased service conditions.
- 4.1.8 Insurance Indemnity is not paid for:
- 4.1.8.1 any treatment that was planned or foreseeable before the start of the Trip;
- 4.1.8.2 diagnose and preventive examinations;
- 4.1.8.3 planned aid connected with pregnancy, planning thereof, termination thereof, child-bearing and postnatal care;
- 4.1.8.4 all costs connected with pregnancy appeared after the 24 (twenty-fourth) week of the pregnancy;
- 4.1.8.5 cosmetic procedures and plastic surgery;
- 4.1.8.6 deterioration of health condition due to alcoholism, drug addiction, toxicomania, smoking or usage of these substances, and due to sexually transmitted diseases, treatment and diagnose thereof;
- 4.1.8.7 medical services for treatment of the diseases the Insured has diagnosed before the conclusion of the Contract if not connected with exacerbation of a Chronic disease;
- 4.1.8.8 medical treatment in health resorts, sanatoriums or in increased service conditions;
- 4.1.8.9 medical services for treatment of the diseases the cause whereof is Chronic or hereditary disease, except the cases these medical services are connected with emergency medical aid;
- 4.1.8.10 treatment after returning in Home country;
- 4.1.8.11 operations that are not urgent;
- 4.1.8.12 purchase of vitamins, supplements, food additives, vegetable produces or homeopathy agents;
- 4.1.8.13 treatment of such infectious diseases against that the Infectology Centre or a similar institution recommends to do the preventive vaccination if residing in a specific region, except the cases when full vaccination course is received;
- 4.1.8.14 psychiatric, psychotherapeutic and sexually pathologic treatment;
- 4.1.8.15 untraditional treatment methods;
- 4.1.8.16 operation of heart and blood-vessels, transplantation or prosthetics of tissues and organs;
- 4.1.8.17 medicines the Insured person had to use already before the start of the Trip;
- 4.1.8.18 procedures appointed by the doctor connected with rehabilitation (e.g., physical therapy, medical gymnastics, massage, etc.);
- 4.1.8.19 treatment by the Insured person himself/herself or his/her Relatives;
- 4.1.8.20 treatment in a hospital starting from the 31st (thirty-first) day from the day the hospital is entered;
- 4.1.8.21 treatment of nervous and mental diseases, mental depression and dementia, psychic reaction and consciousness disturbances irrespective of the cause thereof.
- 4.2 **Dentistry costs** - not exceeding the Insurance limit stated in the Contract for the particular Insurance risk the Insurer covers previously agreed costs for the first aid dentistry services provided in case of acute toothaches or trauma. First aid is opening of furuncles (oral cavity abscess), X-ray diagnose, commencing of radix treatment, temporary filling or plug or extraction of tooth during the first visit.
- 4.3 **Medical transport costs** - not exceeding the Insurance limit stated in the Contract for the particular Insurance risk the Insurer pays for the transport costs if during the Trip the Insured has suffered in an Accident or in case of Sudden illness or exacerbation of a Chronic disease he/she must be delivered in a medical establishment. The Insurer covers the costs for sanitary transport, emergency medical transport or rescue service to deliver the Insured person to the nearest medical establishment.
- 4.4 **Transport and residence costs for one relative** - not exceeding the Insurance limit stated in the Contract for the particular Insurance risk the Insurer pays previously agreed transport costs for one Relative to go in economic class to the Insured person and back and the residence costs in a hotel not exceeding 50 (fifty) EUR per day, but not more than 10 (ten) days if in the result of an Accident or Sudden disease or exacerbation of a Chronic disease it is necessary to hospitalize the Insured person and the attending physician reasonably regards that the life of the Insured person is endangered. A compulsory condition is recommendation of the attending physician in writing.
- 4.5 **Repatriation of the diseased**
- 4.5.1 Not exceeding the Insurance limit stated in the Contract for the particular Insurance risk the Insurer pays medically substantiated and previously agreed costs for the transportation of the Insured person to the Home country, if the Insured person after an Accident, Sudden disease or exacerbation of a Chronic disease is not able to return singly in the Home country.
- 4.5.2 The Insurer pays previously agreed costs for the accompanying medical personnel when the Insured person returns to the Home country if the attending physician confirms that accompaniment by the medical personnel is required.
- 4.5.3 Only the Insurer or its representative together with the attending physician is entitled to make decision on the necessity of transportation and the form of transportation.
- 4.6 **Repatriation in case of death** - not exceeding the Insurance limit stated in the Contract for the particular Insurance risk the Insurer pays for the previously agreed costs about the transportation of the remains of the Insured person to the Home country if death occurred causally with an Accident, exacerbation of a Chronic disease or Sudden disease.
- 4.7 **Death caused by an accident**
- 4.7.1 In case the Insured person dies in the result of an Accident during the Trip, the indemnification stated in the Contract is paid to the Beneficiary.
- 4.7.2 Insurance indemnity is paid only if the Insured person dies within a year after the Accident and the death is causally connected with the Accident that has happened during the Trip.
- 4.7.3 Previously paid indemnifications for this Accident, including paid Insurance indemnification for permanent disability caused by the Accident is deducted from the insurance benefit in case of death.
- 4.8 **Permanent disability caused by an accident**
- 4.8.1 In case within a year after the Accident during the Trip the Insured person becomes invalid, the Insurer shall pay indemnification to the Insured person the amount of what is calculated in percent of the Insurance limit stated in the Contract for the permanent invalidity risk caused by an Accident according to the Table for calculation the insurance indemnification (clause 4.8.2).
- 4.8.2 Table for calculation of the indemnification:
- | Complete or partial loss of extremities/organ/functional ability | Indemnification in % of the insurance benefit |
|--|---|
| Arm to the shoulder joint | 70 |
| Arm above the elbow joint | 65 |
| Arm below the elbow joint | 65 |
| Wrist | 55 |
| Thumb | 20 |
| Forefinger | 15 |
| Other finger | 5 |
| Leg above the middle of thigh | 75 |
| Leg to the middle of thigh | 65 |
| Leg to or below the knee | 55 |
| Loss of foot | 45 |
| Big toe | 8 |
| Other toe | 5 |
| Partial deafness of one ear | 15 |
| Complete deafness of one ear | 30 |
| Partial loss of sight of one eye | 25 |
| Complete loss of sight of one eye | 50 |
| Loss of speech | 50 |
| Loss of taste | 5 |
| Loss of smell | 5 |
| Traumatic damage of central nervous system | 50 |
- 4.8.3 If several losses of extremities, organs or functional abilities have occurred in the result of the Accident, the determined indemnification percents sums up, but the total Insurance indemnification to be paid cannot exceed the Insurance limit stated in the Contract for the particular Insured risk.
- 4.8.4 If physical or mental function is harmed in the result of the Accident that was already damaged or lost before the Trip, the sum corresponding to the previous invalidity is calculated according to the Insurance indemnification calculation Table clause 4.8.2 and it is deducted from the Insurance indemnification to be paid.
- 4.8.5 The Insurer is entitled to request from the Insured person additional examination that is performed by a medical establishment appointed by the Insurer and the Insurer covers all costs connected therewith.
- 4.9 **Passport insurance**
- 4.9.1 Not exceeding the Insurance limit stated in the Contract for the particular Insurance risk the Insurer covers the costs for acquisition of substituting documents, and additionally incurred transport and residence costs connected with acquisition of documents substituting a passport if the passport of the Insured person was lost or stolen during the Trip.
- 4.9.2 In case the passport theft or loss fact is established, the obligation of the Insured person is to inform promptly, as soon as possible after the establishment of the fact the law enforcement bodies of the respective country about this fact and receive a written attestation from it.
- 4.9.3 Insurance indemnity is not paid for:
- 4.9.3.1 re-registration and purchase of new tickets to the Home country or continuation of the Trip;
- 4.9.3.2 costs for restoration of documents for person not included in the Insurance policy;
- 4.9.3.3 restoration of passport after the Insured person has returned in the Home country.
- 4.10 **Replacement of the Insured person**
- 4.10.1 If it required to hospitalize the Insured person for more than 10 (ten) days in the result of an Accident, exacerbation of a Chronic disease or Sudden disease happened during the Trip, or Repatriation of the patient is required or the Insured person has died, the Insurer, not exceeding the Insurance limit stated in the Contract for the particular Insured risk, covers the additional costs the Insured (legal person) has incurred to replace the Insured person to continue his/her work duties outside the Home country.
- 4.10.2 The Insurer covers previously agreed costs for purchase of a return ticket in the economic class for another person stated in writing by the Insurer who shall replace the Insured person and continue performing his/her work duties.
- 4.10.3 In case the Insured person is replaced, his/her insurance coverage is transferred to the replacing person.
- 4.11 **Theft of Luggage**
- 4.11.1 If the Luggage of the Insured person if stolen during the Trip, except the period the Luggage is under the charge of the carrier company, the Insurer, not exceeding the Insurance limit stated in the Contract for the particular Insurance risk, covers reasonable additional costs proven with documents for the purchases during the Trip that replace the stolen Luggage.
- 4.11.2 Insurance indemnity is not paid if the Insured person has failed to inform the law enforcement body of the respective country within 24 (twenty-four) hours from the moment the fact is established and has failed to receive from it a written attestation of this fact.
- 4.12 **Theft of sports inventory**
- 4.12.1 If the Sports inventory of the Insured person is stolen during the Trip, except the period the Sports inventory is under the charge of the carrier company, the Insurer, not exceeding the Insurance limit stated in the Contract for the particular Insurance risk, covers reasonable additional costs proven with documents for the Purchases during the Trip that replace the stolen Sports inventory.
- 4.12.2 Insurance indemnity is not paid if the Insured person has failed to inform the law enforcement body of the respective country within 24 (twenty-four) hours from the moment the fact is established and has failed to receive from it a written attestation of this fact.
- 4.13 **Insurance of Luggage**
- 4.13.1 The sum of insurance for every Insurance risk for the Luggage refers to all Insured's personal property which he/she takes along to the Trip.
- 4.13.2 Luggage risk is valid only for luggage units delivered under the charge of the carrier and if the Luggage is registered on the name of the Insured person.
- 4.13.3 Insurance indemnity is not paid if the Insured person has failed to inform the carrier within 24 (twenty-four) hours from the moment the fact is established and has failed to receive from the carrier a written attestation of this fact.
- 4.13.4 Loss of Luggage
- 4.13.4.1 If Luggage gets lost during the shipment, that was registered for the trip on the name of the Insured person and was under the charge of the carrier, the Insurer, not exceeding the Insurance limit stated in the Contract for the particular Insurance risk, pays Insurance indemnity that is equal with the difference between the actual value of the Luggage and the compensation paid by the carrier.
- 4.13.4.2 The Insurer pays the Insurance indemnity for the loss of Luggage only after the respective carrier has admitted the fact of loss and he has issued a notice confirming the fact of Luggage loss and stating the amount of compensation paid.
- 4.13.4.3 The Insurance indemnity paid for the delay of Luggage is deducted from the Insurance indemnity to be paid.
- 4.13.4.4 The Insurer doesn't cover the losses for separate items from the content of the Luggage delivered under the charge of the carrier.
- 4.13.5 **Damage of the Luggage**
- 4.13.5.1 If Luggage is damaged during the transportation, that was registered for the trip on the name of the Insured person and was under the charge of the carrier, the Insurer, not exceeding the Insurance limit stated in the Contract for the particular Insurance risk, pays Insurance indemnity.
- 4.13.5.2 Insurance indemnity for repair costs is calculated according to the opinion of Insurer's expert and/or on the grounds of documents about the cleaning and/or repair of the damaged Luggage.
- 4.13.5.3 In case the Luggage repair costs exceed the actual value of Luggage before the Insurance event moment, the Insurer not exceeding the Insurance limits stated in the Contract for the particular Insurance risk pays the Insurance indemnity that is equal with the actual value of the Luggage less the Own risk.
- 4.13.5.4 The Insurer pays the Insurance indemnity for the repair of the damaged Luggage only if the carrier approves in writing the fact of damage to the Luggage.
- 4.13.5.5 In case the Insurer makes a decision to pay the Insurance indemnity for the damaged Luggage in the actual value before the Insurance event, the Insured person upon Insurer's request must deliver the damaged Luggage to him.
- 4.13.5.6 The damaged Luggage, for that the Insurance indemnity can be requested, cannot be thrown out, given away or alienated without the consent from the Insurer.
- 4.13.5.7 Upon Insurer's request the damaged Luggage must be present to the Insurer.
- 4.13.6 **Delay of the Luggage**
- 4.13.6.1 In case the Luggage is delayed more than 4 (four) hours due to the fault of the carrier, the Insurer, not exceeding the Insurance limit stated in the Contract for the particular Insurance risk, covers reasonable costs proven with documents for the purchase of first necessity items, toiletry and clothes that are appropriate to the respective climate in amount of 70% (seventy) of the purchase value.

4.13.6.2	Insurance indemnity is paid only for the products purchased within the first 36 (thirty-six) hours from the moment the Luggage delay risk started, but not more than to the moment the Luggage is got back.	4.15.5.2	the Contract was concluded and/or the Insurance premium paid 3 (three) or less days before the start of the Trip and the day the Trip cancellation risk is revealed;		subpoena is issued or other actions of legal character are made, submit promptly to the Insurer the information and the copies of the documents received.
4.13.6.3	The Insurer pays the Insurance indemnity for the delay of Luggage only if the carrier approves in writing the fact the Luggage is delayed.	4.15.5.3	Cancellation of trip doesn't cover the losses incurred about medical or rehabilitation services not obtained in the result of a trip not happened.	4.19.7	Insurance indemnity is not paid if:
4.13.6.4	The Insurer doesn't cover the costs for transport so that the Insured person could receive the delayed Luggage.	4.16	Interruption of the Trip	4.19.7.1	Losses are incurred when the Insured person performs the work, professional or commercial activity;
4.13.6.5	Insurance indemnity for delay of the Luggage is not paid if the Luggage has delayed when the Insured person returns to the Home country and also if the Luggage loss fact is notified.	4.16.1	Not exceeding the Insurance limit stated in the Contract for the particular Insurance risk the Insurer pays to the Insured person the previously agreed additional costs proven with documents connected with justified interruption of the started trip and anticipatory returning to the Home country due to the following reasons:	4.19.7.2	the Insurant, the Insured person or any other person not agreeing with the Insurer, unilaterally has agreed to reimburse the losses or has reimbursed the losses, has expressed confession, offer or has given promises or has admitted the commencement of civil liability;
4.13.7	Loss of sports inventory			4.19.7.3	losses are incurred to the Insurant, Insured person, Relative or the person the Insured person has gone on the Trip with;
4.13.7.1	If Sports inventory gets lost during the shipment, that was Registered for the trip on the name of the Insured person and was under the charge of the carrier, the Insurer, not exceeding the Insurance limit stated in the Contract for the particular Insurance risk, pays Insurance indemnity that is equal with the difference between the actual value of the Sports inventory and the compensation paid by the carrier.	4.16.1.1	In case of serious Sudden disease of the Insured person, his/her Relative or the dependent that is medically justified or connected with an Accident, and also in case of the mentioned persons;	4.19.7.4	the Insured person has acted with evil intent or has admitted gross negligence;
4.13.7.2	The Insurer pays the Insurance indemnity for the loss of Sports inventory only after the respective carrier has admitted the fact of loss and he has issued a notice confirming the fact of Sports inventory loss and stating the amount of compensation paid.	4.16.1.2	if damage is done to the property of the Insured person due to the fire, natural disaster or illegal action of third persons in the result of what the Insured person must interrupt the started Trip;	4.19.7.5	the Insured person was under the influence of alcohol, narcotic or toxic substances;
4.13.7.3	The Insurance indemnity paid for the delay of Sports inventory is deducted from the Insurance indemnity to be paid.	4.16.1.3	Accident, Sudden disease, exacerbation of a Chronic disease or death of the work colleague of the Insured person in the result of what the business Trip of the Insured person must be interrupted because the Insured person must perform the work duties of the colleague.	4.19.7.6	the harm was done by an animal that is the property of the Insured person or is in his/her custody;
4.13.8	Damage of Sports inventory	4.16.2	In case the Trip is interrupted the Insurer pays the additional costs the Insured person has incurred about the re-registration of the ticket, or if this is not possible - the least costs to return to the Home country. The costs for the hotel previously booked and paid by the Insured person for the days not used and the reasonable costs connected with repeated Trip to the destination of the Trip during the period of the Contract if this is required to continue the studies or the work.	4.19.7.7	losses are incurred when the Insured person has driven any vehicle or the losses has done any kind of vehicles owned by the Insured person;
4.13.8.1	If ports inventory is damaged during the transportation, that was registered for the trip on the name of the Insured person and was under the charge of the carrier, the Insurer, not exceeding the Insurance limit stated in the Contract for the particular Insurance risk, pays Insurance indemnity for the repair or replacement of Sports Inventory	4.16.3	Insurance indemnity is not paid if:	4.19.7.8	losses are incurred because all kind of fines, penalty sanctions or similar payments are applied;
4.13.8.2	Insurance indemnity for repair costs is calculated according to the opinion of Insurer's expert and/or on the grounds of documents about the repairs of the damaged Sports inventory.	4.16.3.1	Trip interruption risk was anticipated or known already before the conclusion of the Contract;	4.19.7.9	the Insured person has undertaken the obligation to reimburse on the grounds of the contractual relations;
4.13.8.3	In case the Sports inventory repair costs exceed its actual value before the Insurance event moment or the repair is not technically possible, the Insurer not exceeding the Insurance limits stated in the Contract for the particular Insurance risk pays the Insurance indemnity that is equal with the actual value of the Sports inventory.	4.16.3.2	additional costs incurred are covered by the Trip arranger, carrier of another third person.	4.19.7.10	the Third person has failed to submit the claim about reimbursement of losses to the Insurer within the Insurance period or within 30 (thirty) days after the end of the Insurance period;
4.13.8.4	The Insurer pays the Insurance indemnity for the damaged ports inventory only if the carrier approves in writing the fact of damage to the Sports inventory.	4.17	Late arrival to the trip	4.19.7.11	the losses are incurred in relation to any kind of agreements, guarantee, bail, lease contract or other contract the Insured person has entered into with the Third person;
4.13.8.5	In case the Insurer makes a decision to pay the Insurance indemnity for the damaged Sports inventory in the actual value before the Insurance event, the Insured person upon Insurer's request must deliver the damaged Sports inventory to him.	4.17.1	If the Insured person gets into a road accident where he/she is not blame and therefore he/she arrives late to the planned trip, not exceeding the Insurance limit stated in the contract for the particular Insurance risk the Insurer covers previously agreed additional costs for re-registration of the ticket or purchase of new ticket in economic class. If necessary, costs for hotel and repeated drive to the starting place of the trip are covered as well.	4.19.7.12	according to the regulatory enactments it is planned to cover the losses with any kind of compulsory insurance;
4.13.8.6	The damaged Sports inventory, for that the Insurance indemnity can be requested, cannot be thrown out, given away or alienated without the consent from the Insurer.	4.17.2	Insurance indemnity is not paid:	4.19.7.13	losses are connected with contamination of environment (earth, soil, air, water, flora and fauna);
4.13.8.7	Upon Insurer's request the damaged Sports inventory must be present to the Insurer.	4.17.2.1	if the Insured person doesn't use the possibility to go to the destination with the next nearest possible transport with or without a transfer;	4.19.7.14	damage is done to the property leased, hired, used or otherwise taken in possession by the Insured person.
4.13.9	Delay of Sports inventory	4.17.2.2	if arrival to the airport, railway station, harbour, etc. is delayed by official authorities;	4.20	Legal costs
4.13.9.1	In case the Sports inventory is delayed for more than 24 (twenty-four) hours due to the fault of the carrier, the Insurer indemnifies reasonable costs proven with documents for lease of the Sports inventory not exceeding the Insurance limit stated in the Contract for the particular Insurance risk.	4.17.2.3	if the trip is delayed due to the negligence of the Insured person or insufficient time planning or due to a traffic jam.	4.20.1	The Insurer, not exceeding the Insurance limit stated in the Contract for the particular Insurance risk, reimburses the losses the Insured person has incurred when he/she uses the legal aid (lawyer's fee, costs of the court), when reviewing a dispute in criminal or civil case.
4.13.9.2	Insurance indemnity is paid only for the period from the moment the Sports inventory delays risk has started, but not longer than to the moment the sports inventory is got back.	4.18	Delay of the Trip	4.20.2	Insurance indemnity is not paid:
4.13.9.3	The Insurer pays the Insurance indemnity for the delay of Sports inventory only if the carrier approves in writing the fact the Sports inventory is delayed.	4.18.1	If the transport of the Insured person is delayed for 4 (four) or more hours due to technical reasons or bad weather conditions, not exceeding the Insurance limit stated in the Contract for the particular Insurance risk the Insurer pays additional costs proven with documents for food, hotel, transport from/to airport, railway station, harbour, etc. or other reasonable additional costs incurred due to delay of the trip.	4.20.2.1	if legal aid is connected with non-execution of contractual obligations;
4.13.9.4	The Insurer doesn't cover the costs for transport so that the Insured person could receive the delayed Sports inventory.	4.18.2	Delay of the trip refers to all regular runs ensured by a registered transport companies and the list of runs of which are published.	4.20.2.2	if the accident, in relation to which the legal aid is given, has happened due to criminal action of the Insured person;
4.13.9.5	Insurance indemnity for delay of the Sports inventory is not paid if the Sports inventory has delayed when the Insured person returns to the Home country and also if the Sports inventory loss fact is notified.	4.18.3	Additional costs are indemnified only for the period from the moment of registration before the trip to the real start of the trip.	4.20.2.3	if the accident, in relation to which the legal aid is given, has happened before the conclusion of the Contract;
4.13.10	Breakage of Sports inventory - the Insurer pays the Insurance indemnity for the Sports inventory that is broken during the sports activities only if this has happened in the result of an Accident.	4.18.4	Insurance indemnity is not paid:	4.20.2.4	for costs the Insured person has incurred when performing the professional activity;
4.14	Dry-cleaning and repair of clothing - if the Insured persons suffers in an Accident during the Trip, the Insurer not exceeding the Insurance limit stated in the Contract for the particular Insurance risk covers the costs for the dry-cleaning, repair and/or replacement of clothes the Insured person was wearing at the moment of the Accident in cases it is not possible to clean or repair.	4.18.4.1	for purchase of alcoholic drinks;	4.20.2.5	if costs are incurred in relation to employment, business, investment operations or other profit-bearing activities;
4.15	Cancellation of the Trip	4.18.4.2	for a new ticket the Insured person has purchased to continue the Trip with another vehicle instead of the delayed one;	4.20.2.6	if the costs are incurred in relation to consideration of marital, inheritance or work legal relation claims at court;
4.15.1	Not exceeding the Insurance limit stated in the Contract for the particular Insurance risk the Insurer covers the previously agreed costs proven with documents the Insured person has incurred in relation to justified cancellation of the planned Trip due to the following reasons:	4.18.4.3	if delay of the trip was anticipated or known already before the conclusion of the Insurance contract;	4.20.2.7	for costs incurred in relation to defense of the Insured person in the criminal case is the accusation is brought about criminal activity of the Insured person;
4.15.1.1	Accident, Sudden disease or exacerbation of a Chronic disease of the Insured person or his/her relative in the result of what emergency medical aid was required or he/she had to continue medical treatment in the hospital;	4.18.4.4	if the Insured person was not registered for the particular trip;	4.20.2.8	if legal aid is given in relation to a claim that is instituted due to the storage, parking, lease or usage of the car of the Insured person, incl. due to violation of traffic rules, or when the civil liability of the driver starts;
4.15.1.2	in case the Insured person or his/her Relative dies;	4.18.4.5	if the trip has delayed less than 4 (four) hours;	4.20.2.9	if the costs of the court according to the judgment shall be paid by the other party;
4.15.1.3	if damage is done to the property of the Insured person due to the fire, natural disaster or illegal action of third persons in the result of what the Insured person cannot go on the planned Trip;	4.18.4.6	if the trip is delayed when the Insured person is in the Home country;	4.20.2.10	for execution of the judgment or implementation thereof;
4.15.1.4	Accident, Sudden disease or exacerbation of a Chronic disease of the work colleague of the Insured person in the result of what the planned Trip of the Insured person must be cancelled because the colleague must perform the work duties of the Insured person.	4.18.4.7	if the costs are covered by the Trip arranger, carrier or another third person;	4.20.2.11	or costs incurred in relation to non-arrival of the Insured person or his/her representative at court, noncompliance with the judgment or intentional prolongation of the proceeding or due to gross negligence or otherwise increasing the costs;
4.15.2	Insurance indemnity is paid only if the planned Trip is cancelled when the Insured person is in the Home country.	4.18.4.8	if the Contract was concluded and/or Insurance premium paid on the day of the trip;	4.20.2.12	if for costs covered from the public funds or other institutions according to the regulatory enactments valid in the respective country;
4.15.3	In case of Trip cancellation risk the Insurer covers only the Trip costs paid that can be proved with documents that the Insured person cannot get back from the Trip arranger or another person.	4.18.4.9	if the Insured person cannot submit documents to the Insurer that prove the fact of the delay of the Trip;	4.20.2.13	for costs incurred in relation to insolvency or bankruptcy;
4.15.4	The Insurer pays the Insurance indemnity that is equal with the difference between the previously paid Trip costs that can be proven with documents and the compensation paid by the Trip arranger or another third person.	4.18.4.10	if the delay of the Trip is delayed due to a strike;	4.20.2.14	for consumption of the time and work of the Insured person, income not gained, travelling and temporary residence costs;
4.15.5	Insurance indemnity is not paid if:	4.18.4.11	if the trip is temporary cancelled by the management of the transport company, aviation commission or other state authority.	4.21	for legal aid provided by a person not having appropriate qualification.
4.15.5.1	Trip cancellation risk was anticipated or known already before the conclusion of the Contract;	4.19	Civil liability	4.21.1	Road accident
		4.19.1	Not exceeding the Insurance limit stated in the Contract for the particular Insurance risk the Insurer covers sudden and unplanned losses the Insured person has incurred as a natural person due to his/her activity or inactivity, according to the regulatory enactments of the country where the accident happened becoming civilly liable for the harm caused to the health, life or property of a Third person during the Trip.	4.21.2	If the Insured person goes in his or in a rented car and gets into a road accident, the costs are reimbursed that incur in relation to the delivery of the person in the car,
		4.19.2	The amount of losses is determined with a court judgement, expert's opinion or according to the agreement of the Insurer with the Third person.	4.21.3	Luggage and/or Sports inventory to the hotel or starting place of the trip. Insurance indemnity is not paid:
		4.19.3	If several persons are responsible for the losses, the Insurer covers only the losses caused by the Insured person.	4.21.4	if the Insured person has driven the vehicle under the influence of alcoholic drinks, narcotic, psychotropic or other toxic substances, and also after usage of medicines decreasing the reaction of the driver;
		4.19.4	The Insurer pays also previously agreed costs of the court to disprove the claims risen against the Insured person.	4.21.5	if the vehicle was driven by a person not having the right to drive the vehicle of the respective category, having a driving training permit or restriction to use the driver's licence in implied to the driver of the vehicle;
		4.19.5	The Insurer is entitled, but not obliged to represent the Insured person at court hearing a case in the claim of the third persons against the Insured person when his/her civil liability starts during the Trip. The Insurer is obliged to execute all documents required and to give all help required to the Insured person when he participates in the proceeding on behalf of the Insured person otherwise the Insurance indemnity is not paid.	4.22	the Insured person cannot present a notice issued by a police station or another state institution, agreed notification or a similar document about the road accident happened.
		4.19.6	The Insured person is obliged to inform promptly, as soon as possible the Insurer in writing on the case the consequence whereof can be institution of claim against the Insurer in relation to the activity or inactivity of the Insured person during the Trip. If investigation is commenced in relation to such event, a	4.22.1	Medical costs in the Home country
				4.22.2	The Insurer, not exceeding the Insurance limit stated in the Contract for the particular Insurance risk, covers previously agreed costs for the medical costs in the Home country so that the Insured person after returning from the Trip can continue medical treatment after an Accident got during the Trip.
				4.22.3	The Insurer covers the costs regarded as justified and proven with documents for the services connected with application of generally recognized medical methods ambulatory or in a hospital appointed and provided by a certified doctor.
				4.22.4	The Insurer pays for the medicines, consultations, diagnose and operations being in the EU Medicine register and prescribed by a certified doctor to be used in the medical treatment.
				4.22.5	The Insurer pays previously agreed costs for treatment in a hospital not more than 10 (ten) days in succession from the day of entering the hospital.

4.22.5	The Insured person is obliged to commence the treatment within 5 (five) days from the day he/she returns in the Home country otherwise the Insurance indemnity is not paid.	5.2.5	dentures, prostheses, optical lenses and hearing aids;	6.9.2	list of items in the Luggage and the approximate value;
4.22.6	Insurance indemnity is not paid for all cases mentioned in section 4.1.8 herein, except the clause 4.1.8.10.	5.2.6	fragile and delicate items;	6.9.3	originals of receipts for the purchases during the Trip that replace the stolen Luggage and/or Sports inventory.
4.23	Informative aid	5.2.7	food, drinks and medicines;	6.10	In case Luggage and/or Sports inventory is lost the following must be submitted additionally:
4.23.1	The Insurer pays the costs the Insured person has incurred when getting in touch with the Insurer or his representative after the start of the risk mentioned in clauses 4.1, 4.7, 4.8, 4.9, 4.19 and 4.20. A printout of phone conversations attests the fact and costs for the made phone call. If such printout is not submitted, the insurance indemnity is not paid.	5.2.8	cash, securities, documents, tickets and payment cards;	6.10.1	originals of the Luggage talons;
4.23.2	Phone from that the calls are made must be registered on the name of the Insured person.	5.2.9	Perambulators which have not been given into the carrier's management;	6.10.2	notice of the carrier approving the fact the Luggage is lost and the amount of the compensation paid;
4.24	Differences in the flights	5.2.10	musical instruments;	6.10.3	list of items in the Luggage and the approximate value.
4.24.1	The Insurer, not exceeding the Insurance limit stated in the contract for the particular Insurance risk, covers the costs incurred due to differences in the unrelated flights if the flights are performed by a registered airline and the schedules time is published officially.	5.2.11	sports inventory, except the cases when the aim of the trip in the policy is stated "Increased risk sports activities";	6.11	In case Luggage and/or Sports inventory is damaged the following must be submitted additionally:
4.24.2	Within the framework of this risk the Insurer pays all costs for re-registration of the ticket or purchase of a new ticket in the economic class to arrive in the planned destination in cases the Insured person is late for the planned flight due to technical problems of the aircraft or due to bad weather conditions.	5.2.12	household appliances;	6.11.1	originals of the Luggage talons;
4.24.3	Insurance indemnity is not paid:	5.2.13	animals and plants;	6.11.2	notice of the carrier approving the fact the Luggage is damaged and the amount of the compensation paid;
4.24.3.1	if the person is late for the flight due to insufficient time planning;	5.2.14	religious cult items;	6.11.3	original of the receipt issued by the repairs shop about repair of the damaged bag, suitcase or Sports inventory;
4.24.3.2	if the difference between the following flights is less than 2 (two) hours;	5.2.15	photos, paintings, drawings, draughts, plans, collections and their parts, computer software, films and audio/video records;	6.11.4	if it is not possible to repair the Luggage and/or Sports inventory, then a notice approving this fact and the original of the receipt for purchase of new equal bag, suitcase or Sports inventory.
4.24.3.3	if the arrival to the airport is hindered by official authorities.	5.2.16	all kind of vehicles and their parts or equipment;	6.12	In case the Luggage and/or Sports inventory delays the following must be submitted additionally:
4.25	Purchase of medical aids - the Insurer pays the costs for the purchase of medical aids if application thereof was prescribed by a doctor after an Accident.	5.2.17	justified or unjustified delay, detention, damage, arrest or confiscation of Luggage by state authorities (customs, police office, border guards, etc.);	6.12.1	originals of the Luggage talon and boarding talon;
4.26	Arrangement of welcoming in the Home country - the Insurer pays previously agreed transport costs connected with welcoming of the Insured person in the Home country and transportation to the place of residence if after an Accident, Sudden illness or exacerbation of a Chronic disease the movement of the Insured person is encumbered.	5.2.18	illegally transported Luggage, besides it's not important whether the transportation is prohibited with the law of the country the illegally transported Luggage was imported and/or exported;	6.12.2	notice of the carrier approving the fact the Luggage and/or Sports inventory is delayed and stating the length, reason and the amount of the compensation paid;
4.27	Burial costs abroad - the Insurer, not exceeding the Insurance limit stated in the Contract for the particular Insurance risk, pays the previously agreed costs for the burial of the Insured person's remains abroad, including, purchase of coffin, if death was causal with the Accident, Sudden illness or exacerbation of a Chronic disease that happened during the Trip.	5.2.19	arms and ammunition;	6.12.3	originals of the receipts (with decoding) for the purchases attesting the purchase of first necessity products.
5.	GENERAL EXCEPTIONS	5.2.20	decrease of value of Luggage due to damage caused by moths, insects, parasites and other bugs;	6.13	In case the Trip is cancelled the following must be submitted additionally:
5.1	An event is not recognized as an Insurance event and Insurance indemnity is not paid for the event that has happened:	5.2.21	forgetting, losing or leaving the Luggage and/or Sports inventory without supervision;	6.13.1	originals of invoices and receipts attesting the Insured person has paid for the planned trip;
5.1.1	when the Insured person was doing the following sports - alpinism, freestyle, heli-boarding, heli-skiing, skydiving, mountain skiing outside the track, mountain cycling, canyoning, climbing, motorsports, diving deeper than 30 (thirty) metres, paragliding, skijoring, snowboard outside the track, speleology, skijumping or otherwise subjects himself/herself to increased risk;	5.2.22	damage or losing if Luggage and/or Sports inventory sent as a freight;	6.13.2	notice issued by the arranger of the Trip or by a third party stating the amount of the compensation paid;
5.1.2	when the Insured person has used unpowered airplanes, gyroplane, gliders, delta-gliders, air-balloons;	5.2.23	damaged caused due to wear or gradual deterioration that is apparent as scratches and lines;	6.13.3	notice issued by the arranger of the Trip and/or the carrier approving the planned Trip of the Insured person;
5.1.3	when the Insured person has flown in an aircraft not owned by the airline or that is not registered as a passenger transport for the flights in a particular route;	5.2.24	damages of Luggage and/or Sports inventory that have appeared after cleaning, painting, repairing, restoration or renovation;	6.13.4	notice from a medical institution stating the diagnose of the Insured person or his/her relative and the day the treatment was started;
5.1.4	when the Insured person is under the influence of alcoholic, narcotic or psychotropic substances;	5.2.25	damage caused by spilled out liquid in the Luggage of the Insured person;	6.13.5	in case of death - copy of the death certificate of the Insured person of the Relative (presenting the original);
5.1.5	due the suicide or attempt by the Insured person;	5.2.26	damage caused by the Insured person;	6.13.6	notice issued by a competent authority approving the damage the property of the Insured person has incurred;
5.1.6	when the Insured person has participated in commitment of crime;	5.2.27	damage caused by rusting or corroding things;	6.13.7	in case of illness or death of the work colleague - notice of a medical institution or a copy of the death certificate and application of the employer about a justified reason the Trip is cancelled.
5.1.7	when the Insured person has driven a motorcycle or quadricycle the engine capacity whereof exceed 125 (one hundred twentyfive) cm ³ ;	5.2.28	losses the Insured person has incurred doing paid physical work;	6.14	In case the Trip is interrupted the following must be submitted additionally:
5.1.8	when the Insured person has driven a vehicle without the driver's licence of the respective category or during the period usage restriction was implied on it;	5.2.29	losses the Insured person has incurred when doing Professional sports or Increased risk sports activities;	6.14.1	originals of invoices and receipts attesting the Insured person has paid for the trip;
5.1.9	under force majeure circumstances, that the parties couldn't neither anticipate, prevent or for that the parties are not responsible, e.g. strikes, demonstrations, revolutions, war, mass riots, terror acts;	5.2.30	losses incurred from stealing the Luggage and /or Sports inventory from a vehicle that was not locked.	6.14.2	notice issued by the arranger of the Trip or by a third party stating the amount of the compensation paid;
5.1.10	when the Insured person is in any kind of military service;	5.3	If the Insurance contract is concluded after the Trip is started, the Insurance indemnity for Medical costs, Dentistry costs Medical transport, Transport and residence costs for one Relative, Repatriation of the patient, Repatriation in case of death, death caused by an Accident, permanent disability caused by an Accident, Passport insurance, replacement of the Insured person, theft of Luggage and/or Sports inventory, loss of Luggage and/or Sports inventory, damage to Luggage and/or Sports inventory, delay of Luggage and/or Sports inventory, braking of Sports inventory, being late for or delay of the Trip, Civil liability, Legal costs, cry-cleaning and repair of clothes is paid only if the Insurance event has started 72 (seventy-two) hours after the purchase of the policy or later.	6.14.3	notice from a medical institution stating the diagnose of the Relative and the day the treatment was started;
5.1.11	the Insured person has voluntarily subjected himself/herself to extraordinary circumstances, except the cases when it is connected with saving of the life of another person;	6.	DOCUMENTS TO BE SUBMITTED TO RECEIVE THE INSURANCE INDEMNITY	6.14.4	in case of death of the Insured person or the Relative - copy of the death certificate (presenting the original);
5.1.12	when the Insured person is in the Home country (except the loss of Luggage, damage to the Luggage, cancellation of the Trip and being late for the Trip);	6.1	In all cases the person notifying the Insurance event must present a document attesting the identity. If the Insurance risk Transport and residence costs for one relative or replacement of the Insured person has started, the identity documents of the Relative or person replacing the Insured person must be presented.	6.14.5	notice issued by a police officer approving the harm done to the property of the Insured person;
5.1.13	due to natural calamities, nature elements, epidemics or pandemics;	6.2	In all cases the following must be submitted:	6.14.6	in case of illness or death of the work colleague - notice of a medical institution or a copy of the death certificate and application of the employer about a justified reason the Trip is interrupted.
5.1.14	when the Insured person worked in nuclear reactors, decompression chambers, with toxic chemicals, in production of explosives or ammunition, in mining, worked as a stevedore, as a member of ship and aircraft crew, worked off-shore, e.g. on oil-extraction platforms;	6.2.1	written application to receive the Insurance indemnity in a form stated by the Insurer about the Accident happened;	6.15	In case the Insured person is late for the Trip the following must be submitted additionally: notice issued by a competent authority approving the fact a road accident had happened and its conditions, the agreed notification or similar documents.
5.1.15	due to epilepsy seizures, hysterics, acute stress reactions and other health disorders of psychic character;	6.2.2	originals of all receipts, tickets, contracts on the trip or invoices where information about the receiver of the services (name, surname, birth information) and the provider of services (name, registration number, bank details) accurate name and volume of the service provided, start and end date of the service and detailed list of costs is stated;	6.16	In case the Trip is delayed the following must be submitted additionally:
5.1.16	due to influence of radioactive contamination, nuclear energy or ionizing radiation;	6.2.3	other documents requested by the Insurer to determine the substantiation and amount of Insurance indemnity.	6.16.1	originals of the Luggage talon and boarding talon;
5.1.17	due to Chronic disease of the Insured person; Chronic disease - disease that continues permanently and repeats periodically and that is characterized by sudden changed in the health condition (exacerbation of the disease) irrespective of the fact whether such health condition was or wasn't diagnosed before the conclusion of the Contract;	6.3	If an Accident, Sudden illness and/or exacerbation of a Chronic disease happens, the following must be submitted additionally:	6.16.2	notice of the carrier approving the fact of delay and stating the length, reason of delay and the amount of the compensation paid;
5.1.18	due to positive HIV test or immune deficiency syndrome (AIDS);	6.3.1	notice from a medical establishment stating full diagnose, applied, treatment, results of examinations;	6.16.3	originals of the receipts for the purchases incurred in the result of the delay of the trip.
5.1.19	when the Insured person has dived deeper than 9 (nine) meters without a certificate recognized by PADI (Professional Association of Diving Instructors), CMAS (Confédération Mondiale des Activités Subaquatiques), SSI (Scuba Schools International) or another association.	6.3.2	prescription of the medicines or a copy thereof and the original of receipts.	6.17	If a Road accident happens, the following must be submitted additionally:
5.2	Unless not otherwise determined in the insurance policy, the insurance indemnity is not paid for:	6.4	If Transport and residence cost risk for one Relative starts, the following must be submitted additionally:	6.17.1	the agreed notification or a similar document approving the fact a road accident had happened and its conditions or an approval by a competent authority;
5.2.1	jewelry, precious metals, bijouterie and perfumery;	6.4.1	copy of a document attesting the kinship;	6.17.2	a document approving the payment for delivery of the passengers and Luggage to the hotel or airport.
5.2.2	pieces of arts and antiques;	6.4.2	notice issued by the attending physician about the health condition of the Insured person.	6.18	In case of civil liability the following must be submitted additionally:
5.2.3	fur and carpets;	6.5	In case of death of the Insured person the following must be submitted additionally:	6.18.1	documents proving the loss the Insured person has caused to a Third party or its property;
5.2.4	computer, video, audio, photo, communication and other appliances and their accessories;	6.5.1	copy of the death certificate of the Insured person, presenting the original thereof;	6.18.2	other documents connected with a happened event of civil liability and its circumstances.
		6.5.2	inheritance certificate or a decision of a court about distribution thereof;	6.19	In case of costs for fry-cleaning of clothes the following must be submitted additionally:
		6.5.3	upon the Insurer's request - document issued by a law enforcement body approving the cause of death of the Insured person and the circumstances.	6.19.1	notice issued by a medical institution approving the Accident happened;
		6.6	In case of disability of the Insured person the following must be submitted additionally: notice issued by the attending physician about the health condition of the Insured person.	6.19.2	originals of invoices and receipt approving the dry-cleaning and/ or repair of clothes.
		6.7	In case the passport is lost or stolen the following must be submitted additionally:	6.20	In case of informative aid the following must be submitted: a printout of phone conversations and information about on home name the phone number is registered.
		6.7.1	notice issued by a state competent authority attesting the fact the passport is lost or stolen;	6.21	When flight difference risk starts, the following must be submitted additionally:
		6.7.2	copy of the document replacing the passport.	6.21.1	notice of the carrier about the delay of the flights and its reasons;
		6.8	In case the Insured person is replaced the following must be submitted additionally:	6.21.2	previously purchased flight tickets and documents attesting the payment;
		6.8.1	notice issued by a medical institution about the health condition and diagnose of the person to be replaced;	6.21.3	original documents attesting the costs for re-registration;
		6.8.2	Application of the Insurant (employer) stating the personal information of the replacing person and the substantiation for replacement.	6.21.4	originals of newly purchased tickets.
		6.9	In case of theft of Luggage and/or Sports inventory the following must be submitted additionally:	6.22	When Medical aids purchase risk starts, the following must be submitted additionally:
		6.9.1	notice issued by a competent authority of the respective country confirming the fact of theft of Luggage and/or Sports inventory;	6.22.1	notice issued by the attending physician about the necessity of the aids;
				6.22.2	original document attesting the costs for the purchase of medical aids.
				6.23	When Arrangement of welcoming in the Home country risk starts, the following must be submitted additionally: notice issued by the attending physician about the health condition and diagnose of the Insured person.
				6.24	When the Burial costs abroad start the following must be submitted: copy of death certificate, presenting the original.

6.25	In all cases if the document is executed in foreign language, translation in Latvian, Russian or English shall be enclosed thereto.	8.1.1	if the Insurant and/or the Insured person has acted with an evil intent or admitted gross negligence;	9.5	and the Insured person only within the framework of legal relations anticipated in the Contract, including within the process of loss adjustment.
7.	PAYMENT OF INSURANCE INDEMNITY	8.1.2	if the Insurant and/or the Insured person has provided false information;	9.6	If the Insurant and the Insured person fail to fulfill their liabilities-delay the Insurance premiums and/or Own risk, and other payments stated in this Contract, the Insurer is entitled to transfer the surveillance of payments delayed by the Insurant and the Insured person and collection of invoices to other persons providing them also with the required information about the requisites and/or personal information of the Insurant and/or the Insured person.
7.1	Complying with the requirements of the law "On the Insurance Contract", the Insurer within 1 (one) month after all documents required are received makes the decision on payment of Insurance indemnity or refusal to pay the Insurance indemnity. The Insured person is informed of the decision made to pay the Insurance indemnity or the refusal to pay. Insurance indemnity is paid within 10 (ten) working days after the respective decision is made.	8.1.3	if the Insurant and/or the Insured person has failed to fulfill any of the obligations mentioned in sections 2.3 - 2.5 and/or 6 herein;	10.	DISPUTE SETTLEMENT AND APPLICABLE REGULATORY ENACTMENTS
7.2	If the Insurer due to objective reasons cannot comply with the terms stated in clause 7.1 herein, the Insurer can extend it to 6 (six) month from the day the application is received for any of the Insurance risks, informing in writing the person having the right to receive the Insurance indemnity.	8.1.4	if the documents are not submitted the submission whereof is anticipated herein.	10.1	If the Insurant and/or the Insured person disputes the execution of Insurer's liabilities resulting from the Contract, the complaints are to be submitted to the Insurer in writing with the signature of the Insurant and/or the Insured person.
7.3	Before payment of the Insurance indemnity the own risk sum is deducted from the Insurance indemnity. The Insurer and the Insured person can agree on other procedure for payment of Own risk.	8.2	Total amount of the Insurance indemnity cannot exceed the amount of the Insurance benefit.	10.2	All disputes that could arise in relation to execution of the Contract shall be settled between the Insurer, the Insurant and the Insured person by means of negotiations. In case the Insurer, the Insurant and the Insured person cannot settle the dispute by means of negotiations, all disputes, disagreements or claims resulting from the Contract, touching it, the violation thereof or invalidity, is settled at court within the procedure stated in the regulatory enactments of the Republic of Latvia.
7.4	Before payment of the Insurance indemnity the Insurer can request from the Insured person medical examination in the medical institution stated by the Insurer, but in case of death of the Insured person - an autopsy.	8.3	If the losses are indemnified by other persons, Insurance indemnity is paid as a difference between the calculated Insurance indemnity amount that is due according to the Contract, and the amount other persons have paid to indemnify the losses.	10.3	All legal relations resulting from the concluded Contract and that are not regulated in these provisions, Insurance policy and the annexes thereto, are to be discussed according to regulatory enactments of the Republic of Latvia, including the special law "On Insurance Contract" and the Civil Law of the Republic of Latvia, insofar as not restricted by the special law.
7.5	When establishing the amount of Insurance indemnity for Medical expenses the Insurer can establish it in accordance with tariffs which are offered by contracting authorities of the Insurer's representatives or collaboration partners in the respective state.	9.	FINAL PROVISIONS		
8.	THE RIGHT OF THE INSURER TO REFUSE THE PAYMENT OF THE INSURANCE INDEMNITY	9.1	The Insurant and the Insured person have to fulfil their obligations against the Insurer without reminder, in full and complying with terms.		
8.1	Complying with the requirements of the law "On Insurance Contracts", the Insurer is entitled to refuse the Insurance indemnity;	9.2	The Insured person cannot cede or otherwise transfer his/her claim against the Insurer on the grounds of the Contract to any Third parties, including to the Insurant, without consent of the Insurant.		
		9.3	All correspondence between the Insurer, Insurant and the Insured person, including the notifications and reminders are in writing sending the document of the respective character to the address stated in Insurance indemnity application or to the electronic mail address if the parties have agreed thereon.		
		9.4	The Insured person and the Insurant agree to the processing of their personal information, including the sensitive information-data collection, registration, input in the Insurer's database, storage, arrangement, usage and deletion from the database.		
			The Insurer undertakes to transfer, transmit and reveal the information of the Insurant and the Insured person only in cases stated in the regulatory enactments of the Republic of Latvia. The Insurer undertakes to use the information of the Insurant		

The text of Insurance terms and conditions in English is the translation of the original text of Insurance terms and conditions in Latvian. In the case of contradictions between the texts of Insurance terms and conditions in English and Latvian, the text of Insurance terms and conditions in Latvian is crucially important.