



## Home insurance Terms and Conditions No 5.6/7

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ADB "Gjensidige" Latvijas filiāle  
Vienotais reģistrācijas Nr.: 40103595216  
Adrese: Gustava Zemgala Gatve 74A, Rīga, LV-1039, Latvija  
Tālrunis: (+371) 67112222  
E-pasts: info@gjensidige.lv



# Home insurance Terms and Conditions No 5.6/7

## Effective from 12 November 2024

The insurance terms and conditions in English are a translation and are for informational purposes only. In the event of signing an insurance contract, only the insurance terms and conditions in Latvian have legal force.

## 1. Terms and Definitions

### 1. Terms and Definitions

Terms used in these Terms and Conditions but not explicitly defined herein, shall bear the same meaning as defined in the General Insurance Terms and Conditions of ADB "Gjensidige" Latvian branch.

#### 1.1. Insurable Object:

- 1.1.1. in property insurance, the property specified in the Insurance Contract;
- 1.1.2. in general third-party liability insurance – the civil liability of the Insured for damages caused to a third party as a result of its acts or omissions during the term of the Insurance Contract;
- 1.1.3. in accident insurance – the life, health or physical condition of the Insured.

#### 1.2. Insured:

- 1.2.1. In property insurance – a person specified in the Insurance Contract or a person to be defined in accordance with the Insurance Contract, who has an Insurable Interest and for the benefit of whom the Insurance Contract has been concluded.
- 1.2.2. in liability insurance – a person whose third party liability is insured and who is specified in the Insurance Contract as the Insured. Without any remark in the Insurance Contract, the Insured are also persons who live or reside in the insured property based on legal grounds and with the consent of the Insured: family members of the Insured and persons for whom the Insured is civilly liable (minor children of the Insured, the mentally ill for whom the Insured is responsible, other minor children during the temporary supervision by the Insured) and in the case of Landlord's and Tenant's civil liability – tenants of the Insurable Object;
- 1.2.3. in accident insurance – the person specified in the Insurance Contract. Without any remark in the Insurance Contract, the Insured are also the spouse and dependant minors of the Insured if they have a common household with the Insured. A person who at the moment of concluding the Insurance Contract is under the age of 1 year or older than 79 years shall not be deemed as the Insured.

1.3. **Customer** – the person who is specified in the Insurance Contract as the Policyholder or the Insured.

1.4. **Losses** – in general third-party liability insurance of natural persons is harm caused to the health, life or property of the Third Party, the amount of which shall be determined on the basis of a mutual agreement between the Third Party and the Insurer, an expert opinion or a court decision.

1.5. **Claim** – in general third-party liability insurance is a written application of the Third Party to the Insurer for indemnification of losses.

1.6. **Liability Limit** – in liability insurance is the amount of money specified in the Insurance Contract in respect of a single Insurable Event and in total during the insurance year, within which the Insurer is liable to indemnify losses.



- 1.7. **Insurance period:**
- 1.7.1. period of time specified in the Insurance Contract;
  - 1.7.2. in accident insurance, the period shall be determined by the time zone of the Republic of Latvia.
- 1.8. **Insurance year** – a period of 12 months from the starting date of the insurance coverage period. In case the Insurance Contract is concluded for a term longer than one year, each new insurance year starts after 12 months.
- 1.9. **Property** – the real estate specified in the Insurance Contract – residential building, apartment and auxiliary buildings.
- 1.10. **Related Person** – family members of the Customer or persons with whom the Customer has a common household, or persons who have concluded with the Customer a lease, rental, lending, loan or other agreement granting the right to use the insured property or part thereof, as well as a custody agreement or a person who uses the Insurable Object with the permission of Customer.
- 1.11. **Family members** – spouse or a person with whom the Insured shares a household, the children and parents of the Insured.
- 1.12. **Third Party:**
- 1.12.1. in property insurance – any natural or legal person, except Related Persons, Customer.
  - 1.12.2. liability insurance – any natural person or legal entity, except the Related Persons, Customer, who has suffered personal injury and/or material damage as a result of an Insurable Event and who is entitled to receive an Insurance Indemnity according to these Terms and Conditions.
- 1.13. **Insurance coverage territory:**
- 1.13.1. for property insurance – the address specified in the Insurance Contract and the territory in which the insurance is valid, as specified in point 2.2.2.5 of these Terms and Conditions;
  - 1.13.2. for general third-party liability insurance – Baltic States;
  - 1.13.3. for landlord's and tenant's third-party liability insurance – the address specified in the Insurance Contract;
  - 1.13.4. for accident insurance – the whole world, except Russia, Belarus and Ukraine.
- 1.14. **Permanently inhabited property** – a dwelling used for permanent residence (not left unattended for more than 20 consecutive days). The property shall not be deemed as permanently inhabited if it does not have the power supply connection or it is not equipped with a heating system in working condition.
- 1.15. **Jewellery, paintings** – watches, jewellery, precious metal products, precious stones, paintings, fur products, icons, unique, particularly valuable or one-of-a-kind items, antiques (pre-1940 books, musical instruments, furniture, porcelain, etc. of high artistic value).
- 1.16. **Underinsurance** – if the Sum Insured against losses under one or more Insurance Contracts in respect of the same insured risk is less than the value of the Insurable Object by more than 10% (underinsurance), the Insurer pays the insurance indemnity in the proportion between the Sum Insured and that value, unless the Insurance Contract provides otherwise. The Deductible is deducted from the amount so calculated.
- 1.17. **Overinsurance** – a situation where the Sum Insured under one or more Insurance Contracts in respect of the same insured risk exceeds the value of the Insurable Object. In this case, the indemnity is paid according to the principle of compensation, i.e. i.e. not exceeding the amount of losses.
- 1.18. **Retroactive Period** – in general third party liability insurance – a period of consecutive Insurance Contracts, concluded without breaks, during which, in compliance with the provisions of these Terms and Conditions losses caused by the insured risk, which occurred within the retroactive period and prior to the validity of this Insurance Contract, shall be covered to third parties, if none of the parties of the Insurance Contract were aware of its occurrence on the moment this Insurance Contract is being concluded.



- 1.19. **Insurance indemnity in liability insurance** – an amount of money payable by the Insurer to the Third Party in order to compensate losses and settle the claims or complaints brought against the Insured.
- 1.20. **Accident** – in accident insurance – harm caused to the health or life of the Insured (trauma, disability or death) as a result of external factors beyond the control of the Insured.
- 1.21. **Insurance Indemnity Calculation Tables** – in accident insurance – tables enclosed as Annex to these Terms and Conditions: Table C and Table E, which shall be used to determine the amount of an Insurance Indemnity. The Insurance Indemnity Calculation Tables are available on the Insurer's website [www.gjensidige.lv](http://www.gjensidige.lv) or at any Customer Service Centre of the Insurer.
- 1.22. **Sum Insured** – an amount of money specified in the Insurance Contract that is the maximum amount of the Insurance Indemnity. The Sum Insured specified in the Insurance Contract is the total Sum Insured for the risks specified in the Insurance Contract.
- 1.23. **Beneficiary** – in accident insurance lawful heirs of the Insured who have the right of inheritance approved according to the procedure stipulated in the laws and regulations, unless another beneficiary is specified in the Insurance Contract.
- 1.24. **Bone Fracture** – in accident insurance – a bone fracture that has occurred as a result of an impact of an external force on the background of a changed bone structure or damaged joints (stretched tendons, sprained joint, capsular disruption).
- 1.25. **Pathologic Fracture** – in accident insurance – a bone fracture caused by a prior disease or occurred without an impact of external factors.
- 1.26. **Sport** – in accident insurance – types of physical activities carried out by the Insured individually or as an organized participation in a team and aimed at maintenance or improvement of physical capabilities and skills and/or participation in competitions.

## 2. Property Insurance

### 2.1. Insurable object

The following shall be deemed as an insurable object:

- 2.1.1. **Building** – a residential building or ancillary building (e.g. sauna, outbuilding, garage, shed) with:
- 2.1.1.1. all its structural elements, internal and external finishes;
  - 2.1.1.2. for indoor spaces, including components necessary for functionality and use (including built-in lighting, sanitary equipment);
  - 2.1.1.3. built-in furniture (excluding household appliances);
  - 2.1.1.4. swimming pools, sheds and terraces that are an integral part of the building;
  - 2.1.1.5. receiver antennas, alarm and video surveillance systems connected to the building;
  - 2.1.1.6. internal and external engineering communication systems (including water, sewerage, heating, gas, electrical, solar panels, wind generators) branching from the building to the main connection and located in the insurance territory.
- 2.1.2. **Apartment** – a group of rooms intended for living, its structural elements and interior decoration, which are an integral part of it (floors, walls, ceilings, windows, doors, sanitary equipment, electrical installation, fireplaces, balconies, terraces, etc.), as well as built-in furniture. When insuring an apartment, its part of the legally binding common property is also insured. If the insured apartment is located in a mansard roof, the part of the roof that is structurally connected to the apartment is insured.
- 2.1.3. **Interior decoration** – repairs carried out in interior spaces, including wall, floor, window and ceiling finishing materials up to load-bearing structures, as well as engineering communications, the reconstruction, alteration or removal of which does not damage the stability of the building



or apartment and does not infringe the rights of other building or apartment owners.

2.1.4. **Possessions** - belongings of the Insured and family members (e.g. furniture, household appliances, hobby items, clothing, jewellery) in the apartment, residential building and outbuildings:

- 2.1.4.1. including in the territory belonging to the residential building (for example, in the yard), if it is suitable for outdoor use;
- 2.1.4.2. if it is property accepted for safekeeping (for example, the employer's computer);
- 2.1.4.3. in the case of all-risk insurance, also in the ancillary areas of apartment buildings (lockable storage rooms, bicycle sheds, basements, etc.);
- 2.1.4.4. outside the insurance territory in accordance with Clause 2.2.2.5 of these Terms and Conditions.

## 2.2. Insurable risks

The insurance is valid only for the risks specified in the Insurance Contract, subject to the limits specified in the Insurance Contract and Clause 2.2.4 in these Terms and Conditions. If the risk is not specified in the Insurance Contract, it is not insured.

### 2.2.1. Principal risks

#### 2.2.1.1. Fire:

- a) fire – unforeseen and uncontrollable burning with open flames. Damage caused to the Insurable Object due to soot, smoke and fire fighting activities, if that has been caused by fire;
- b) lightning strike – a direct lightning strike on the Insurable Object resulting in physical damage to the Insurable Object;
- c) explosion – instantaneous (explosive) chemical transformation of a substance or mixture that causes increased pressure (a shock wave). Explosion of a reservoir shall mean a sudden destructive expression of pressure force when the walls of the reservoir are destroyed to the extent that the pressure within and outside of the reservoir levels off. Sudden levelling of the pressure (implosion) due to low pressure shall not be deemed an explosion; The losses that have occurred due to the direct impact of explosion to the insurable object shall be reimbursed;
- d) the aircraft, its parts or the cargo carried falling on the Insurable object.

#### 2.2.1.2. Natural disasters:

- a) storm – wind with the speed above 15 m/s. In the case of the "All Risks" risk, wind speed is not taken into account;
- b) flood – damage resulting from sudden and unexpected inundation, including storm damage, by overflowing natural or artificial bodies of water. No indemnity is payable if the flooding is of a recurrent (seasonal) nature and occurs more than once every 5 years in the territory in which the Insurable Object is located;
- c) Storm water flooding – damage caused by the sudden and unforeseen impact of water (including sewage), silt or water-borne objects on the Insurable Object, if it is caused by rain – when the topsoil is unable to absorb the extreme volume of water. No indemnity is payable if, within the last five years, such flooding has occurred in the territory in which the Insurable Object is located;
- d) hail – direct effect of precipitation in the form of hail stones on the insurable object;
- e) continuous snowing – a sudden increase of a snow layer by at least 100 mm in the period of 24 hours if the damages have occurred during snowing; In the case of the "All Risks" risk, the intensity of the snow accumulation is not taken into account;
- f) an earthquake of 4-6 on the Richter scale;
- g) falling of trees, masts and poles that has not been caused by human activities.

#### 2.2.1.3. Water leakage:

- a) a sudden and unforeseen breach or fracture of pipelines, their facilities and equipment other than due to frost;
- b) an action taken or failure to act by third parties which has caused fluid leakage or steam escape from internal communication systems of the building;



- c) fluid leakage caused by automatic reaction of correctly operated fixed automatic fire extinguishing systems and equipment;
- d) fluid leakage due to failure of pipelines which branch off the insured building to the main pipeline and supplies water, heating etc. to the insured building;
- e) sudden and unexpected rupture or rupture of pipelines, their devices and equipment as a result of repairs carried out at the insured object.

#### 2.2.1.4. **Illegal activities of third persons:**

- a) burglary – a deliberate, illegal theft, damage or ruin of property if it is committed by third parties by means of illegal entering into locked premises with evident traces of a burglary. Fraud, appropriation, extortion of property shall not be deemed as a theft;
- b) robbery – an attack to the Insured that is connected with violence or threats of violence and that is dangerous to the life or health with an aim to obtain the insured possessions;
- c) malicious damage – a deliberate destruction or damage of the insured property;
- d) collision – any direct impact to the Insured Property caused by any type of a land vehicle, loading or unloading mechanisms due to the activities of or failure to act by third parties.

#### 2.2.1.5. **Rescue and elimination expenses:**

- a) all reasonable expenses in relation to the Insurable Event claimed and proved by the Insured for emergency elimination of damages and reduction of losses, and for rescue measures;
- b) expenses of the Insured in relation to the Insurable Event for removal of ruins and cleaning works, and the removal and destruction of the damaged property, breaking down of parts of buildings or enlarging openings.

### 2.2.2. **Additional risks:**

2.2.2.1. **electrical phenomena** – an electrical phenomenon such as an indirect lightning strike, short circuit, overvoltage, overcurrent, which have not caused a fire;

2.2.2.2. **losses caused by frost** – break or fracture of pipelines, their facilities and equipment caused by frost. Losses and damages shall not be indemnified if the property is not permanently inhabited;

2.2.2.3. **rental expenses** – rental expenses of equal replacement housing for the period of repairs of the damaged property if it is not suitable for living as a result of occurrence of the Insurable Event (for example, fully destroyed due to fire, explosion etc.) by covering rental expenses;

2.2.2.4. **theft of possessions from the yard of a private house** – theft of possessions functionally intended for outdoor use from the insurance territory of a residential building without signs of intrusion. No losses are reimbursed if the residential building is not permanently inhabited and the property was not fenced around its perimeter (in the case of rural farmsteads, the property may be unfenced);

2.2.2.5. **possessions outside the property** – loss or damage of possessions intended for use outside the household and located outside the insurance area:

- a) in the entire territory of Latvia due to a vehicle impact;
- b) throughout the territory of Latvia as a result of robbery or theft with clear signs of burglary, provided that the possessions are under the constant physical supervision of the Insured or his/her related persons or in locked, permanently inhabited premises or in an invisible part of the car interior or in the luggage compartment. The insurance will also be valid in relation to bicycles, baby carriages, scooters that have been left temporarily without physical supervision, if at the time of theft it has been connected to a stationary object with appropriate safety devices, including connected to special vehicle fasteners and that the police confirms the fact of theft;
- c) in case of all risks insurance throughout the territory of Europe, except in Russia, Belarus and Ukraine, the losses referred to in Clauses 2.2.2.5. a) and b) as well as losses resulting from Fire (Clause 2.2.1.1), Natural Disaster (Clause 2.2.1.2), Water Leakage (Clause



2.2.1.3) of the Terms and Conditions;

- 2.2.2.6. **possessions accepted for storage** – the insurer covers losses incurred as a result of the insured risks for property in possession, located in insured place, use or custody of the Insured (or family members);
- 2.2.2.7. **breakage of ceramic items and glazing** – aquarium, sink, toilet, bidet, bathtub, shower, ceramic cooktop breaking;
- 2.2.2.8. **additional expenses** – compensation of the required expenses to the Insured after occurrence of an Insurable Event:
- a) forced return from a trip, if upon occurrence of the Insurable Event the property cannot be sealed against third parties and to avoid the risk of further damage to the property;
  - b) moving to another temporary place of residence;
  - c) costs for the production of personal identity documents, payment cards or documents proving property rights owned by the Insured, as well as driver's license and car registration certificate, keys to the insured property, in the event of an Insured risk;
- 2.2.2.9. **psychological aid after a fire accident** – services of a psychologist, psychotherapist which are received within 6 months after the fire accident at a medical institution registered with the Health Inspectorate of the Republic of Latvia for the Insured and its family members;
- 2.2.2.10. **damages to the commodities of the territory** – the Insurer will reimburse the losses related to the damages to/ loss of commodities of the territory if they are located on the land attached to the insured building according to the land boundary plan. Commodities of the territory are the constructions permanently connected with the land and which are not buildings: fence, gates and their automatic system, boom barriers, lighting equipment, flag poles, benches, tables, children playgrounds, sprinklers, overground constructions of a well, surfacing of yards;
- 2.2.2.11. **damages to greenery** – the Insurer will reimburse the expenses occurred in the result of a fire, theft or malicious damage in relation to the loss of plants growing on the fenced territory of a building, except for crop loss, if their regeneration is not possible in a natural way. In case of the risk of fire the expenses shall be indemnified even if the territory has not been fenced;
- 2.2.2.12. **investments** – if the building is insured at its actual value and the Insured has made repair investments in the insured property in the last five years, the Insurer will indemnify such investments without deducting depreciation and without applying underinsurance principle;
- 2.2.2.13. **damage caused by neighbouring repairs** – damage to the structural elements and interior decoration of the insured apartment or terraced house as a result of ongoing repairs to a neighbouring property in the same apartment building or adjacent terraced house;
- 2.2.2.14. **MAXI Repairman** – emergency assistance service to prevent further damage to the insured permanently inhabited residential or apartment. The MAXI Repairman's limit of indemnity per event and the number of events are specified in the Insurance Contract, no Deductible is charged. To get help in an emergency, call the Insurer's telephone number +371 67112222 and describe the circumstances of the accident. The Insurer will inform the MAXI Repairman service provider, who will call you back to coordinate the preferred arrival time and the works to be carried out. If necessary, the MAXI technician will request a photo of the accident scene to be sent to him (e.g. via Whatsapp). Cases where a MAXI Repairman can provide help and options for assistance:
- a) indoor water or sewerage breakdown (burst or damaged pipe joint, pipe, tap or other water or sewerage equipment, except sanitary equipment) – a MAXI Repairman comes to the Insurable Object and inspects the extent of the damage and determines whether it is possible to replace the damaged utility and carries out its replacement. MAXI Repairman does not interfere with the walls, ceilings, floors and building structures;





- b) broken or locked entrance door of a residential building or apartment, broken or missing lock, key or handle – a MAXI Repairman arrives at the Insurable Object and is personally met by the Insured Person or his/her delegated representative. MAXI Repairman provides locksmith services. MAXI Repairman does not repair or replace specialised doors and fittings.
- c) broken window – MAXI Repairman arrives at the Insured Property, covers the damaged window opening to protect the premises from the forces of nature;
- d) indoor wiring damage – MAXI Repairman arrives at the Insurable Object, disconnects the power supply, then checks the extent of the damage and determines whether it is possible to replace faulty fuses, make local repairs to electrical switches and sockets. MAXI Repairman does not interfere with the walls, ceilings, floors and structures;
- e) damage caused by natural disasters, fallen tree, vehicle impact - MAXI Repairman comes to the Insurable Object, assesses the damage, removes fallen trees or branches; performs temporary property protection solutions (window covering, temporary repair of damaged roof); works are performed without the use of specific equipment (for example, a hoist);
- f) looking after the Insurable Object – if the residential building or apartment can be freely accessed after the accident to prevent third party access and if the Insured or his/her representative cannot, for objective reasons, ensure supervision of the property. The supervision is provided until the Insured or his/her representative arrives at the Insurable Object, but no longer than 8 hours from the time of arrival of the MAXI Repairman.

### 2.2.3. All Risks

The Insured shall, subject to the limitations, restrictions and exclusions set out in these Terms and Conditions, be indemnified against loss or expense for the occurrence of the principal and additional risks specified in these Terms and Conditions, or any physical damage and loss of the Insurable Object due to sudden and unexpected event occurred during the Insurance Period specified in the Insurance Contract. In case of all risk's insurance:

- a) accidental damage to the insured object by the customer and its related persons;
- b) apartment insurance covers the premises connected to the apartment (storage room, cellar, parking space, etc.) located in the same building as the apartment or on the same plot of land as the apartment building;
- c) when insuring possessions, they are also insured in the ancillary areas of the apartment building (lockable storage rooms, bike sheds, basements, etc.);
- d) for residential buildings, a greenhouse (of any type) for Principal risk cover (Clause 2.2.1.) on the same plot as the residential building is insured;
- e) damages are compensated, the cause of which is the carrying out of repair works at the insured object (without a building permit or with a building permit, if the Insurance Contract contains an indication of repair works);
- f) for breakage of the glazing of a building or apartment once during the insurance year, the loss is covered without applying the Deductible;
- g) no more than once every three years, damage caused by rain and snow penetrating the building structure;
- h) are insured damages caused unintentionally by the tenants - damages to the Insurable Object caused by slight carelessness of the tenants;
- i) unearned rental income is compensated for a period of no more than 3 months, provided that the Insurance Contract states that the home is rented, and on the basis of a written contract, the rent is for no less than 3 months and the home, after the occurrence of the insured event, cannot be used.



## 2.2.4. Breakdown of insurance cover by risk types and insurance indemnity limits

The Insurance Indemnity is paid up to the limits of the insurance indemnity for the insurance year (Table 1), unless otherwise specified in the Insurance Contract.

**Table No 1**

„V“ – means that the Insurable Object or risk is insured up to the Sum Insured specified in the Insurance Contract.

„V amount in EUR“ – means that the Insurable Object or risk is insured with a limit of indemnity.

„-“ – means that the Insurable Object or risk is not insured.

No	Clause No	Risks	Insurable object	Standard risks	Standard Plus risks	All Risks
1.	2.2.1.1.	Fire	Building, apartment, interior decoration, possessions	V	V	V
2.	2.2.1.2. a)	Storm	Building, apartment, interior decoration, possessions	V Wind speed above 15 m/s.	V Wind speed above 15 m/s.	V No limitation
3.	2.2.1.2. b)	Floods	Building, apartment, interior decoration, possessions	V no more than once every 5 years	V no more than once every 5 years	V no more than once every 5 years
4.	2.2.1.2. c)	Flooding caused by storm water runoff	Building, apartment, interior decoration, possessions	V 1 000 EUR no more than once every 5 years	V 3 000 EUR no more than once every 5 years	V no more than once every 5 years
5.	2.2.1.2. d)	Hail	Building, apartment, interior decoration, possessions	V	V	V
6.	2.2.1.2. e)	Continuous snowing	Building, apartment, interior decoration, possessions	V	V	V
7.	2.2.1.2. f)	Earthquake	Building, apartment, interior decoration, possessions	V 50 000 EUR	V 50 000 EUR	V
8.	2.2.1.2. g)	Falling of trees, masts and poles	Building, apartment, interior decoration, possessions	V	V	V
9.	2.2.1.3.	Water leakage	Building, apartment, interior decoration, possessions	V	V	V
10.	2.2.1.4. a)	Burglary	Building, apartment, interior decoration, possessions	V	V	V
11.	2.2.1.4. b)	Robbery	Building, apartment, interior decoration, possessions	V	V	V
12.	2.2.1.4. c)	Malicious damage	Building, apartment, interior decoration, possessions	V	V	V
13.	2.2.1.4. d)	Collision	Building, apartment, interior decoration, possessions	V	V	V
14.	2.2.1.5.	Rescue and elimination expenses	Building, apartment, interior decoration, possessions		V 10% from the total Sum Insured	
15.	2.2.2.1.	Electrical phenomena.	Building, apartment, interior decoration, possessions		Specified in the Policy	
16.	2.2.2.2.	Damage caused by frost	Building, apartment, interior decoration, possessions	-	V 3 500 EUR	V



17.	2.2.2.3.	Housing rental expenses	Building, apartment, interior decoration, possessions	EUR 450 per month, up to 6 months	EUR 450 per month, up to 6 months	EUR 600 per month, up to 9 months
18.	2.2.2.4.	Theft of possessions from the yard of a private house	Building, possessions	-	V 1 000 EUR	V 2 000 EUR
19.	2.2.2.5.	Possessions outside the household	Possessions	V 1 000 EUR Latvia	V 1 000 EUR Latvia	V 1 000 EUR Europe
20.	2.2.2.6.	Possessions accepted for storage	Possessions	V 500 EUR	V 500 EUR	V 1 000 EUR
21.	2.1.4.	Possessions in living house auxiliary buildings	Possessions	V 25% from Possessions sum insured		
22.	2.2.2.7.	Breakage of ceramic or glass items	Possessions	-	1 000 EUR	V
23.	2.2.2.8. a)	Emergency return from the travel	Building, apartment, interior decoration, possessions	V 400 EUR	V 400 EUR	V 500EUR
24.	2.2.2.8. b)	Moving to another temporary place of residence	Building, apartment, interior decoration, possessions	V 300 EUR	V 300 EUR	V 500 EUR
25.	2.2.2.8. c)	Renewal of personal documents	Building, apartment, interior decoration, possessions	V 100 EUR	V 100 EUR	V 500 EUR
26.	2.2.2.9.	Psychological aid after a fire accident	Building, apartment, interior decoration, possessions	-	-	V 300 EUR
27.	2.2.2.10.	Commodities of the territory	Building	V 3 000 EUR	V 3 000 EUR	V 5 000 EUR
28.	2.2.2.11.	Greenery	Building	-	-	V 5 000 EUR
29.	2.2.2.12.	Investments	Building, apartment, interior decoration	V 1 000 EUR	V 1 000 EUR	V 3 000 EUR
30.	2.2.2.13.	Neighbouring repairs	Building, apartment, interior decoration, possessions	-	-	V 5 000 EUR
31.	2.2.2.14.	MAXI Repairman	Permanently inhabited residential building, apartment	V Specified in the Policy		
32.	2.2.3. a)	Accidental damage to the insured object incl. damage to mobile phones, tablets, laptops	Building, apartment, interior decoration, possessions	- -	- -	V V 1 000 EUR
33.	2.2.3. b)	Apartment-related premises (storage room, basement, parking, etc.)	Apartment	-	-	V 10% of the Sum Insured of the apartment, up to 10 000 EUR
34.	2.1.4.3., 2.2.3. c)	Possessions in ancillary rooms of apartment buildings	Possessions	-	V 500 EUR	V 1 000 EUR
35.	2.2.3. d)	Greenhouse	Building	-	-	V 1 000 EUR
36.	2.2.1.3. e); 2.2.3. e)	Losses caused by performed construction works (with or without a construction permit)	Building, apartment, interior decoration, possessions	V 1 000 EUR	V 1 000 EUR	V 3 000 EUR
37.	2.2.3. e)	Glass breakage of the building and apartment once without holding the Deductible	Building, apartment, interior decoration	-	-	V
38.	2.2.3. e)	Entry of rain and snow into premises through building structures	Building, apartment, interior decoration, possessions	-	-	V 700 EUR, no more than once every 3 years
39.	2.2.3. d)	Losses unintentionally caused by tenants	Building, apartment, possessions	-	-	V 5 000 EUR
40.	2.2.3. g)	Unearned rental income	Building, apartment, interior decoration	-	-	V 600 EUR per month, up to 3 months



41.	2.1.2.	Common property shares of the apartment	Apartment		V 5%	
42.	2.1.4.	Mobile telephones, tablets	Possessions	V 500 EUR	V 500 EUR	V 1 000 EUR
43.	1.15.; 2.1.4.	Jewellery, paintings	Possessions	V 500 EUR	V 1 000 EUR	V 3 000 EUR
44.	2.1.1.13., 2.1.2.	Built-in furniture	Building, apartment	V 1 500 EUR	V 1 500 EUR	V 3 000 EUR
45.	2.1.4.	Medications, food, alcohol, tobacco	Possessions	V 50 EUR	V 50 EUR	V 300 EUR
46.	2.1.4., 2.2.2.5.	Bicycles	Possessions	V 500 EUR	V 500 EUR	V 1 000 EUR
47.	2.1.4.	Solid fuel (firewood, pellets, briquettes) and hay	Possessions	V 500 EUR	V 500 EUR	V 1 000 EUR
48.	2.3.3.4.	Licensed software	Possessions	-	-	V 500 EUR
49.	2.2.3.	Any loss that is not an exception	Building, apartment, interior decoration, possessions	-	-	V

## 2.3. Exceptions

**2.3.1. The following events shall not be considered as an Insurable Event and the Insurer shall not reimburse any damage or loss, unless otherwise specified in the Insurance Contract, which have occurred as a result of:**

- 2.3.1.1. exposing the Insurable Object to processing or other processes where fire or heat is used (for example, welding, soldering etc.);
- 2.3.1.2. superheating, overheating, melting or smouldering if such has not been caused by the Insured Risks;
- 2.3.1.3. explosion caused by guns and other devices where the energy of explosion is deliberately used;
- 2.3.1.4. blast caused by using substances and equipment the aim of which is to use the energy of explosion;
- 2.3.1.5. blasting sanctioned by the state or municipal governmental institutions or performed by the Insured;
- 2.3.1.6. rain and snow penetrating through the structures or openings of buildings and premises, unless there is detectable damage to the building structures as a result of the insured risks, except in the case of All Risks, the Insurer shall reimburse such losses no more than once every 3 years;
- 2.3.1.7. leaving the possessions in the open air unless it is required by the specific use of the possessions;
- 2.3.1.8. wells, boreholes, groundwater and other underground water, including underground springs, as a result of changes or fluctuations in water levels or overflowing water or sewage collection systems, roof gutters, unless there is detectable damage to the building structures as a result of the insured risks
- 2.3.1.9. if drainage systems (including precipitation drainage, rainwater) or sewage systems are clogged, if it is not designed according to the project or is not properly maintained;
- 2.3.1.10. accumulation of condensate;
- 2.3.1.11. leakage of water from engineering networks, except in cases caused by emergency situations;
- 2.3.1.12. sudden leakages of cooling agents in refrigerators unless they have been caused by the Insured Risks;
- 2.3.1.13. in the event of overvoltage, if the insured equipment was connected to a temporary electricity supply device;
- 2.3.1.14. if no measures have been taken against the entry of third parties into the property (unlocked door, windows etc.);
- 2.3.1.15. war, invasion, external enemy activity, insurrection, revolution, uprising, military operation or illegally attained power, terrorist activity and property arrest performed by any state institution of the Republic of Latvia;



- 2.3.1.16. due to software errors in any type of equipment or system (e.g. computers, technological equipment, control systems, etc.);
  - 2.3.1.17. due to electrical damage, unless the risk "Electric phenomena" is insured;
  - 2.3.1.18. internal mechanical faults or breakage;
  - 2.3.1.19. failure to observe or breach of normative regulations, construction standards, regulations on technical operation and fire safety regulations and administrative decisions by Customer, or the Related Parties;
  - 2.3.1.20. low-quality works or services performed by persons hired by the Customer or the Related Persons;
  - 2.3.1.21. due to the construction, renovation, reconstruction, repair, relocation or rearrangement of the Insurable Object, or expenses for planned repairs unrelated to the Insurable Event;
  - 2.3.1.22. depreciation, corrosion, wear and tear, testing of the Insurable Object or due to similar processes;
  - 2.3.1.23. dry and wet rot, mould, fungi or bacteria, insects, worms, rodents or due to effects of other animals;
  - 2.3.1.24. nuclear explosion, radiation or radioactive pollution as well as environmental pollution and poisoning;
  - 2.3.1.25. arising from the construction of the property in breach of normative regulations, construction standards, technical operation regulations and fire safety regulations or administrative decisions, if the construction was carried out by the Customer or at the order of Customer, or the property was purchased and Customer knew or should have known about the breach;
  - 2.3.1.26. due to prolonged exposure to the Insurable Object (for example, vibrations, cracks, settlement of foundations);
  - 2.3.1.27. civil liability, contractual default or delay, penalties and other indirect damages;
- 2.3.2. The insurer will not indemnify for the losses caused to the following objects**
- 2.3.2.1. unmanaged, under construction, illegally built, the construction of which has not received all the necessary permits and approvals specified in the normative regulations, buildings, structures or constructions in a state of emergency and possessions therein; buildings whose physical wear and tear exceeds 70% or which have been recognized by a competent state or local authority as an emergency, unfit for living or dangerous facility;
  - 2.3.2.2. for illegally constructed buildings, the construction of which has not received all the necessary permits and approvals specified in regulatory acts;
  - 2.3.2.3. forests, crops, domestic animals and other living organisms;
  - 2.3.2.4. for real estate that is rented on a short-term basis with a term of less than three months;
  - 2.3.2.5. nuclear weapons, munitions, explosives.
- 2.3.3. The Insurer will not indemnify the losses caused to the following objects, unless otherwise stipulated in the Insurance Contract:**
- 2.3.3.1. permanently unoccupied buildings or structures and the possessions they contain;
  - 2.3.3.2. buildings, structures or constructions intended for public use (e.g. guest houses, sauna buildings);
  - 2.3.3.3. for property that is used for commercial activities and rented for a long period;
  - 2.3.3.4. data, databases, storage media (e.g. disks, USB), computer programs (except for „All Risks“) other than OEM versions of products (i.e. not purchased with the computer, such as Microsoft Windows, Microsoft Office);
  - 2.3.3.5. buildings with straw, reed, shingled roofs;
  - 2.3.3.6. auxiliary premises, garage or underground parking lot connected to the apartment, except for the cases specified in Clause 2.2.3. a);
  - 2.3.3.7. swimming pools, canopies, protective walls, If the objects mentioned in this Clause form an integral part of a building or apartment, they are insured without a special remark in the Insurance Contract;
  - 2.3.3.8. external pipelines that branch off the insured building to the main pipeline, if the insured person is not an owner of such pipelines;
  - 2.3.3.9. plants, trees, except for the cases specified in Clauses 2.2.2.11;
  - 2.3.3.10. money, bank cards, securities, lottery tickets, documents (except those referred to in Clause 2.2.2.8. c), deeds, plans, original drawings, models, archival collections, photographs, slides,



- films;
- 2.3.3.11. motor vehicles subject to registration and their accessories, except passenger cars for second-season tires or rims;
- 2.3.3.12. berths, pontoons, moles, piers, bridges;
- 2.3.3.13. for registered weapons, if the laws regarding the storage of weapons are not followed and the losses occurred outside the address specified in the Insurance Contract;
- 2.3.3.14. buildings, apartments and premises, construction, reconstruction or rebuilding of which has not fully completed or construction works are still in process, for which it is required to obtain a construction permit;
- 2.3.3.15. monuments, cultural monuments, heritage sites (including castles, churches, manor houses);
- 2.3.3.16. greenhouses of any kind, except as provided for in Clause 2.2.3.c).

## 2.4. Sum Insured

- 2.4.1. The Policyholder shall be responsible for the compliance of the Sum Insured specified in the Insurance Contract with the value of the Insurable Object. In case the Sum Insured does not correspond to the actual value of the Insurable Object, the conditions of underinsurance or overinsurance shall be applied upon occurrence of an Insurable Event.
- 2.4.2. The Sum Insured of buildings, apartments and interior renovation works is fixed in the Insurance Contract as at the date of conclusion of the Insurance Contract according to:
  - 2.4.2.1. the restoration value which includes restoration expenses required to carry out construction of a building or an apartment to an equal quality and scope as to the moment of concluding the Insurance Contract.
  - 2.4.2.2. the actual value which is calculated by subtracting the depreciation from the restoration value. The Insurable Object is insured at actual value if the depreciation of the buildings, apartments or interior renovation work is greater than 40% or if the Policyholder has indicated before the conclusion of the contract that it is insurable at actual value.
- 2.4.3. The possessions and its Sum Insured are specified in the Insurance Contract:
  - 2.4.3.1. in accordance with the list. by enclosing an attachment to the Insurance Contract with a list of insurable possessions prepared by the Policyholder and specifying the Sum Insured and value of each object (acquisition value (acquisition cost) or actual value of the object on the moment the Insurance Contract is being concluded);
  - 2.4.3.2. specifying the total Sum insured of the possessions and total acquisition value (acquisition cost), taking into consideration the total area of residential building or apartment;
  - 2.4.3.3. Unless these Terms and Conditions and/ or the Insurance Contract provide for otherwise, insuring the possessions according to the total area of residential building or apartment, each item the value of which exceeds EUR 5,000, shall be separately specified in the Insurance Contract and if such an item is not specified in the Insurance Contract, the maximum Sum Insured for such item shall be EUR 5,000.
- 2.4.4. Sum Insured after the Insurance Indemnity payout:
  - 2.4.4.1. if the Insurable Object is restored after the payment of the Insurance Indemnity, it remains insured to the extent of the Sum Insured specified in the Insurance Contract. The condition specified in this Clause shall not be valid in respect of the Possessions that have been insured in compliance with Clause 2.4.3.1 of these Terms and Conditions and objects, for which the payable Insurance Indemnity limits have been stated in the Insurance Contract (the Insurance Contract for these Insurable Objects shall remain valid until the end of the term specified in therein in the amount of the difference between the Sum Insured specified in the Insurance Contract and the amount of the Indemnity paid).

## 2.5. General obligations of Customer

- 2.5.1. In case of foreseeable loss, immediate protection and rescue measures (e.g. closing windows and doors, clearing snow accumulated on the roof, moving property or protecting buildings in case of storm, flood, rising water level, ice chunks) must be taken to protect the Insurable Object.
- 2.5.2. Chimneys of solid fuel heating appliances must be cleaned at least 2 (twice) times a year - before the start of the heating season (until 1 November), and once during the heating season (from 1



November until 1 March of the following year).

- 2.5.3. Uninsulated or defective electrical cords, defective wall sockets and switches, and substandard fuses or fuses that do not match the mains voltage must not be used.
- 2.5.4. Comply with the laws and regulations effective in the territory of the Republic of Latvia, construction standards, technical operation, occupational safety, fire safety regulations and equipment installation instructions.
- 2.5.5. Take all safety and precautionary measures to maintain and protect the Insurable Object and prevent loss or damage (e.g. do not leave unattended electric heating devices, burning candles and unextinguished cigarettes).
- 2.5.6. If a security alarm system is mentioned in the Insurance Contract, it must be in working condition and switched on at all times when the Insurable Object is left unattended.
- 2.5.7. If a fire alarm system is mentioned in the Insurance Contract, it must be in working condition and permanently switched on.
- 2.5.8. Ensure that the water supply, plumbing and heating systems in the non-heated Insurable Object are de-watered when the outside air temperature is below 0C.
- 2.5.9. During the validity of the Insurance Contract, to inform the Insurer in writing of all known circumstances, which could increase the probability of the occurrence of an Insured Risk, including:
  - 2.5.9.1 changes to the security systems (i.e. fire and security alarms, etc.) in the insured property of the Insured;
  - 2.5.9.2 any change in the use or characteristics of the Insurable Object before the occurrence of such change, including suspension or cessation of use, reconstruction, alteration, repairs - before their commencement.

## **2.6. Conduct of Customer upon occurrence of the Insured Event**

### **2.6.1. Insurance claim**

- 2.6.1.1. The Insured shall immediately report:
  - a) in case of fire or explosion - the State Fire and Rescue Service;
  - b) in case of engineering network accident - the respective emergency service and to the manager (owner) of the building or to the Municipal Police;
  - c) in case of illegal activities of third parties - the State Police;
  - d) in case of a collision with a land vehicle - the State Police.
- 2.6.1.2. 2.6.1.2. As soon as it becomes possible the Insured shall immediately inform the Insurer about the occurred event and shall take all the possible and reasonable measures to reduce losses and shall observe all the Insurer's indications if such are given. In addition, the Insured shall submit a written claim to the Insurer (for example, by filling in an application form on the Insurer's website) and agree with the Insurer on a time to inspect the site of the Insurable Event, no later than within 3 (three) business days of becoming aware of the event.

### **2.6.2. Proof of loss**

- 2.6.2.1. After submission of the claim Customer shall as soon as possible ensure the possibility for the Insurer's representative to perform an inspection of the place of accident and the damaged property, and shall ensure a possibility to carry out investigation to detect causes and extent of any loss.
- 2.6.2.2. Until the Insurer has carried out an inspection of the damaged or destroyed Insurable Object, no elimination of damages or moving, removal or restoration of the Insurable Object and its parts is allowed without a written consent of the Insurer. It is allowed to take only immediate measures to eliminate any further losses and prevent accidents.
- 2.6.2.3. In case the Insurer fails to perform an inspection and/ or does not contact Customer within 3 business days following the day when the claim was submitted, Customer shall be entitled



- to commence elimination of damages and repairs.
- 2.6.2.4. After inspection of the place of accident the Insurer's representative shall draw up an inspection report on the detected damages and shall provide instructions the execution of which shall be compulsory for the Insured. Restoration of the Insurable Object, moving or removal of any parts thereof shall not be allowed without a written consent of the Insurer.
  - 2.6.2.5. Upon the Insurer's request the Insured shall provide a list of the damaged, stolen or destroyed items. The date of purchase, acquisition value, description and condition of the item before the occurrence of the Insurable Event shall be included in the list. The Insurer shall be entitled to request documents certifying the purchase of items.
  - 2.6.2.6. Customer shall have the obligation to submit all the information and documents requested by the Insurer justifying the loss and provide all the information and explanations on the circumstances of the accident.
  - 2.6.2.7. If the Insured is entitled to claim compensation of rental expenses of housing, the Insured shall submit to the Insurer the rental agreement and documents certifying rental payments during the period of elimination of the damages.
  - 2.6.2.8. If the Insured has grounds to claim for loss of rental income, he/she must provide the Insurer with a rental contract of at least 3 month's duration.

## **2.7. Consequences of default of obligations by Customer**

- 2.7.1. The Insurer shall be entitled to refuse the payment of the Insurance Indemnity if Customer:
  - 2.7.1.1. fails to fulfil any of the obligations referred to in Clause 2.6.1., 2.6.2.2., 2.6.2.4., 2.6.2.5.-2.6.2.9. of these Terms and Conditions;
  - 2.7.1.2. fails to show the remains of the damaged objects, except the cases when they are fully destroyed, except the situations specified in Clause 2.6.2.3.;
  - 2.7.1.3. fails to submit to the Police a list of the stolen or robbed items, or if the Police does not confirm the theft or robbery of particular items.
  - 2.7.1.4. in other cases referred to in these Terms and Conditions.

## **2.8. Reimbursement of Losses and Calculation of Insurance Indemnity**

- 2.8.1. The Insurer shall indemnify the losses and other reimbursable expenses arising from the Insurable Event to the extent specified in the Insurance Contract, not exceeding the Sum Insured specified in the Insurance Contract.
- 2.8.2. As per the choice of the Insured, the Insurance Indemnity payout may be as:
  - 2.8.2.1. payment in cash in order to compensate losses incurred to the Insured as a result of an Insurable Event. In this case only the direct expenses are reimbursed (not including taxes, extra expenses, profit, etc.). The insured has the right within 2 years from the day when the insurer made a decision on the payment of insurance compensation, to request the amount of the paid taxes and extra expenses if he/she has submitted the documents verifying these expenses to the Insurer;
  - 2.8.2.2. measures aimed at repair and restoration of the lost or damaged Insurable Object;
  - 2.8.2.3. replacement of the lost or damaged possessions with an equivalent one.
- 2.8.3. The losses, unless otherwise stated in these Terms and Conditions, are fixed in the amount which is equal to the difference between the value of the insured item right before and after the Insurable Event.
- 2.8.4. The Insurer shall have the right to determine the calculation method of losses according to costs estimate of renovation and repairs that has been made according to the effectual legal enactments of the Republic of Latvia or in accordance with the value ratio of certain constructive elements of the damaged object to the Sum Insured of the respective object. Complete loss of the Insurable Object shall be deemed the event when damages exceed 70% of the object value at the moment of occurrence of the damage.
- 2.8.5. If the building, apartment or completed decoration repair works have been insured for its restoration value, then then the minimum necessary restoration expenses are calculated to





return the property to the same or equivalent condition as it was before the occurrence of the Insurable Event.

2.8.6. In case the Sum Insured of a specific object is less than its restoration value, the coverable losses shall be calculated to an equal proportion of the loss as between the Sum Insured and this value.

2.8.7. If in case of complete loss of a building or apartment it is not renovated, the loss shall be calculated in the amount of the market value but not exceeding the renovation costs. If building or apartment is being renovated, after commencement of renovation works, revaluation of the assessed losses shall be carried out according to the volume of renovation works completed, and the difference of indemnity shall be paid to the Insured.

2.8.8. Losses for the damage or loss of the apartment's common property shall be reimbursed in proportion to the common property share owned by the Insured in accordance with the submitted documents justifying the extent of the loss.

2.8.9. In case of complete loss of possessions:

2.8.9.1. if it is insured at the new value of the possessions (acquisition value), the Insurance indemnity is calculated on the acquisition value of the possessions, less depreciation according to the depreciation rates shown in Table 2. The age of possessions is calculated in whole years, regardless of the calendar month in which the possessions is manufactured or acquired. The age of the possessions is calculated as follows: the year in which the Insurable Event occurred minus the year of its manufacture or purchase;

2.8.9.2. If it has been insured in its actual value, the Insurance Indemnity shall be calculated from the acquisition value of the item, without deducting depreciation.

2.8.9.3. Jewellery and paintings are insured for their actual value.

2.8.10. When determining the amount of damages to be compensated for Possessions, if it is insured according to the total area of the residential building or apartment (without an attached list), Underinsurance is not applied.

**Table 2**  
**Calculation of depreciation**

Age of possessions in years	0	1	2	3	4	5	6	7	8	9	10 and more
Furniture, curtains, interior items, musical instruments	0%	0%	0%	0%	10%	15%	20%	25%	30%	40%	50%
Carpets, home textiles, books, glasses	0%	0%	0%	0%	10%	20%	30%	35%	40%	50%	60%
Hobby items, sports equipment including bicycles, boats, tools, power tools, garden machinery, carpets, sewing machines, knitting machines, household items (pots, pans)	0%	0%	0%	30%	40%	50%	60%	70%	70%	70%	70%
Audio equipment, video equipment, TV, household appliances, computer equipment and accessories, photographic equipment	0%	0%	30%	40%	50%	60%	70%	70%	70%	70%	70%
Clothing, foot wear, bed linen, accessories, baby prams.	0%	0%	50%	60%	70%	70%	70%	70%	70%	70%	70%



Hygiene items, cosmetic products	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Mobile telephones, tablets, smart watches.	0%	50%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Other items	0%	0%	20%	30%	40%	50%	60%	70%	70%	70%	70%

2.8.12. When calculating the Coverable Losses, the value of the usable salvage shall be also taken into account.

2.8.1.3. Insurance Indemnity shall be calculated by deducting the Deductible specified in the Insurance Contract from the Coverable Losses (the Deductible shall not be deducted if the Insurable Object is damaged as a result of a road traffic accident caused by third party that is reported in a respective decision of the Road Traffic Police or in the agreed statement). If the loss is incurred simultaneously by several Insurable Objects, the single highest Deductible specified in the Insurance Contract applies.

## 3. Liability insurance

### 3.1. Insurable risks

Risks listed in these Terms and Conditions shall be insured only if they are specified in the Insurance Contract.

3.1.1. **Third party liability of the landlord, tenant** – the liability of the owner or tenant of land, buildings or an apartment. The insurance is valid only at the address of the Insurable Object specified in the Insurance Contract.

#### 3.1.2. General Third-Party Liability:

- 3.1.2.1. person's liability while performing daily activities;
- 3.1.2.2. liability of a pedestrian or a cyclist;
- 3.1.2.3. liability in relation to sports activities except auto-racing and motorsport as well as professional sports;
- 3.1.2.4. liability of owners of such vehicles or other self-propelled machinery which is not subject to registration according to the procedure stipulated in the legal enactments of the Republic of Latvia (including vehicles that operate using electricity or other energy sources or which are operated by the body power of a human, gravitation or non-renewable autonomous electrical power source) (if the Insured drove a vehicle or machinery);
- 3.1.2.5. if a loss is caused by a person for which the Insured bears civil liability;
- 3.1.2.6. if a loss is caused by a pet for which the Insured bears civil liability;
- 3.1.2.7. Landlord's, tenant's third party liability - liability of the owner or tenant of the land, building, apartment at the address specified in the Insurance Contract.

3.2. Insurance is only valid in respect of losses for which civil liability is provided under with the effective legal enactments of the Republic of Latvia.

### 3.3. Exceptions

#### The Insurer shall not indemnify:

- 3.3.1. losses caused by an event before the effectual date of the Insurance Contract, except the losses the reason of which was an event in a retroactive period;
- 3.3.2. claims for bodily injuries, illness or death of the Insured;
- 3.3.3. losses caused to property:
  - 3.3.3.1. owned by the Insured or Related Person;
  - 3.3.3.2. which the Insured or Related Person works with or which is at his/her disposal, under his/her supervision or control, or which the Insured or Related Person has taken over, rented, taken for sale, etc.
- 3.3.4. damage caused by force majeure, including natural disasters;



- 3.3.5. losses caused by any vehicle (or its trailer) intended for use in road traffic or which requires compulsory insurance, if such vehicle is owned by the Insured or is in its possession, rented, leased or driven by the Insured. The exception specified herein shall not be applied for insurable events when the losses are caused by the driver of the vehicle or its passenger opening the doors of a standing vehicle and such an event may not be considered as a road traffic accident.
- 3.3.6. unearned profit;
- 3.3.7. losses caused by:
  - 3.3.7.1. any water transport vehicle or aircraft owned by the Insured, or the Insured has rented, leased or steered it;
  - 3.3.7.2. an unmanned aircraft (drone) that requires insurance in accordance with the laws and regulations of the Republic of Latvia and which is owned by the Insured or has been rented, leased or owned by the Insured;
  - 3.3.7.3. The insured, conducting business, acting in any profession or holding positions in a public organization or performing any work for remuneration (professional liability);
  - 3.3.7.4. goods manufactured or delivered or services rendered by the Insured or on behalf of it, expenses for discovery and elimination of the said imperfections of goods, loss of profit as a result of the said imperfections (liability for production);
  - 3.3.7.5. malicious intent, gross negligence or criminal actions of the Insured;
  - 3.3.7.6. transmission of infectious diseases;
  - 3.3.7.7. malicious intent or gross negligence by the victim herself/himself;
  - 3.3.7.8. liability which the Insured has undertaken under the Contract, except cases when such liability would have been enforced also without the said Contract, as well as claims regarding delayed fulfilment and compensation of default of contractual obligations;
  - 3.3.7.9. claims regarding penalty, tax or other payments of any kind;
  - 3.3.7.10. losses caused by environmental pollution or poisoning, i.e. pollution of air, water or soil;
  - 3.3.7.11. losses incurred during hunting;
  - 3.3.7.12. losses caused by ionizing radiation or radioactive poisoning;
  - 3.3.7.13. losses occurred as a result of asbestosis or any other related disease (including cancer) originating from the presence or use of asbestos, asbestos products or products containing asbestos;
  - 3.3.7.14. losses if the claim is reported later than after 3 (three) years from the moment of occurrence of the event;
  - 3.3.7.15. losses related to moral damage;
  - 3.3.7.16. losses caused by construction or repair work if a construction permit is required for the performance of such works;
  - 3.3.7.17. losses related to the loss of cash;
  - 3.3.7.18. cracks in the real estate property.

### **3.4. Liability of the Insurer**

The Insurer undertakes to indemnify to the Third Parties:

- 3.4.1. all amounts of money for which the Insured bears civil liability and which are payable to a Third Party in order to compensate the losses incurred:
  - 3.4.1.1. for bodily injuries (including illness and death) caused to any Third Party;
  - 3.4.1.2. for physical damage or loss of the Third Party's property;
  - 3.4.1.3. costs for settling a claim or complaint not exceeding 10% of the liability limit including legal costs related to the claim against the Insured if the Insurer has accepted in writing legal proceedings before their commencement, even in the event when the court finds the claim to be unjustified.

### **3.5. Conduct of the Parties upon occurrence of the Insurable Event**

- 3.5.1. The Insured shall have the obligation to inform the Insurer in writing about:
  - 3.5.1.1. any claim made or complaint brought against him/her in the court in connection with damages caused to the Third Parties;
  - 3.5.1.2. events which could be a potential reason for raising a claim or complaint against the Insured in connection with losses recoverable under this Insurance Contract.



- 3.5.2. When required, the Customer shall authorize the Insurer for obtaining all necessary documents or copies thereof as well as for representing his/her interests in the court or other institutions. All documents, any claim, summons, subpoena or notice of trial received in connection with the particular event shall be delivered to the Insurer immediately upon the receipt thereof.
- 3.5.3. Neither Customer or any other person on their behalf shall be entitled to express their readiness to accept their fault or effect any payments whatsoever without a written consent of the Insurer. Subject to these Terms and Conditions, Customer hereby assigns to the Insurer the right to investigate and settle on their behalf any claim or action at any stage or instance thereof and to bring any action and represent the interests of Customer in any court of law. The Insurer shall have discretion in the choice of claims handling strategy, but Customer shall be responsible for providing the Insurer with any information or assistance necessary for the handling of such proceedings.
- 3.5.4. If it is impossible to reach an agreement with the claimant as to the amount of losses the Insurer shall be entitled to request for the engagement of an independent expert. The expert's costs shall be attributed to the losses and indemnified within the limit of liability specified in the Insurance Contract.
- 3.5.5. Insurance Indemnity shall be paid to the Third Party entitled to indemnity payment, or another payout procedure may be set upon agreement by the involved parties.
- 3.5.6. As soon as possible, but not later than within 3 business days from the date of becoming aware of the event, the Insured shall submit to the Insurer an application for insurance indemnity.

### **3.6. Amount of the Insurance Indemnity**

- 3.6.1. The Insurer shall pay the Insurance Indemnity in the amount corresponding to the actual losses caused to the Third Party in terms of money including court and expert as well as other costs necessary for settlement of the claim or complaint less Deductible.
- 3.6.2. in case of a personal harm, Insurance Indemnity shall be paid in the amount and in accordance with the procedure stipulated in the laws and regulations of the Republic of Latvia, unless it is covered by any other type of compulsory insurance;
- 3.6.3. in case of material losses, Insurance Indemnity shall be paid in the amount of actual value of the damaged or lost Insurable Objects – the Indemnity shall be calculated to the extent which corresponds to the difference between the value of the lost object directly prior and after the Insurable Event;

### **3.7. Liability Limits**

- 3.7.1. The liability limit specified in the Insurance Contract is the limit of the Insurer's liability for each single Insurable Event and also altogether throughout the validity of the Insurance Contract.
- 3.7.2. Each single Insurable Event shall be deemed to be all losses arising from a continuous or recurrent effect of the same cause, and they shall be deemed as occurred during the validity of the Contract when the first loss was incurred.
- 3.7.3. In the event when losses are incurred to several Third Parties and the actual amount of loss exceeds the liability limit specified in the Insurance Contract, the Insurance Indemnity shall be calculated for each Third Party proportionally to the extent of losses incurred thereof so that the total payable Indemnity does not exceed the liability limit specified in the Insurance Contract.



## 4. Accident Insurance

### 4.1. Insurable risks

Risks listed in these Terms and Conditions shall be insured only if they are specified in the Insurance Contract.

4.2. In accordance with these Terms and Conditions the following risks can be insured:

4.2.1. Death;

4.2.2. Disability - according to the nature of injuries and amount of Insurance Indemnity specified in Table C.

4.2.3. Trauma - according to the nature of injuries and amount of Insurance Indemnity specified in Table E and G;

### 4.3. The risk "Death"

4.3.1. The risk "Death" is harm caused to the Insured person's health as a result of an Accident that has caused death of the Insured.

### 4.4. The risk "Disability"

4.4.1. The risk "Disability" is harm caused to the Insured person's health as a result of an Accident that has caused disability of the Insured. The Insurer shall pay an Insurance Indemnity for the risk "Disability" if it is acquired as a result of an Accident that has happened during the Insurance Period.

4.4.2. The Insurer shall calculate the Insurance Indemnity for the risk "Disability" according to the Insurance Indemnity Calculation Table (Table C) specified in the Insurance Contract.

4.4.3. If several bodily injuries resulting from the same Accident are established, the Insurer shall pay the Indemnity only for the single most serious bodily injury shown in the Table C of the Table of Indemnities.

### 4.5. The risk "Trauma"

4.5.1. The risk "Trauma" is harm caused to the health of the Insured as a result of an Accident that has happened during the Insurance Period and has been medically confirmed immediately after the Accident but no later than within 48 hours from the day of the Accident.

4.5.2. The Insurer shall calculate the Insurance Indemnity for the risk "Trauma" according to the Insurance Indemnity Calculation Tables (Table E and Table G) specified in the Insurance Contract.

4.5.3. If several bodily injuries resulting from the same Accident are established, the Insurer shall pay the Indemnity only for the single most serious bodily injury shown in Indemnity Calculation Tables (Table E and Table G).

4.5.4. If a Bone Fracture is established, an Insurance Indemnity shall be paid in the amount of 50% of the Insurance Indemnity specified in the Insurance Indemnity Calculation Tables (Table E).

4.5.5. If the Insurance Indemnity for a trauma has already been paid according to any of the Insurance Indemnity Calculation Tables (Table E and Table G) but direct and more severe consequences are established within six months from the day of occurrence of the Accident corresponding to a bodily injury specified in the Insurance Indemnity Calculation Tables (Table E and Table G), upon paying Insurance Indemnity for such related consequences, the amount of initially paid Insurance Indemnity for the trauma shall be deducted thereof.



## 4.6. Insurable Event

- 4.6.1. An Insurable Event occurs if the risk occurs during the term of the Insurance Contract and its consequences are manifested no later than 12 months after the expiry of the validity of the Insurance Contract.
- 4.6.2. The following shall be considered as an insurable event:
- 4.6.2.1. traumas with subsequent disorders of anatomical wholeness of tissues and physiologic dysfunctions;
  - 4.6.2.2. herbal or chemical poisoning with the exception of food toxicoinfections, poisoning by alcohol, drugs, other intoxicants and taking medicines without a doctor's prescription;
  - 4.6.2.3. burns, frostbites, lightning or current impact;
  - 4.6.2.4. weapon related injuries;
  - 4.6.2.5. accidental ingestion of foreign bodies in respiratory or gastrointestinal tract;
  - 4.6.2.6. drowning (for the risk of "Death");
  - 4.6.2.7. anaphylactic shock (for the risk of "Death");
  - 4.6.2.8. overcooling of body (for the risk of "Death");
  - 4.6.2.9. tick-borne encephalitis, Lyme disease;

## 4.7. Exceptions

### 4.7.1. Incidents shall not be deemed as Insurable Events if they are caused by:

- 4.7.1.1. the Insured being under alcohol, drug or psychotropic substance intoxication;
- 4.7.1.2. mental disorders, loss of memory, epilepsy or other cramp attacks, stroke, cerebral contusion, cardiac infarction, diabetes mellitus or other illnesses;
- 4.7.1.3. global natural catastrophes and natural disasters.
- 4.7.1.4. a suicide or an attempt to commit a suicide;
- 4.7.1.5. a nuclear accident, nuclear or other explosion and/or radioactive radiation;
- 4.7.1.6. war (both, declared and undeclared), revolutions, mass riots, sabotage, and terror acts;
- 4.7.1.7. disability, which was concealed while concluding the Insurance Contract;
- 4.7.1.8. an epidemic, pandemic;
- 4.7.1.9. participation of the Insured in Sports activities or competitions, unless it is specified in the Insurance Contract. The exception does not apply to children taking part in the school's sports activities;
- 4.7.1.10. performing of any action if such action is related to an increased risk of accidents, whereof the Insurer has not been duly informed;
- 4.7.1.11. disregard of a doctor's recommendations or instructions related to work, rest and treatment;
- 4.7.1.12. tick-borne encephalitis if no preventive vaccination was done within the required timeframe and according to the set procedure;
- 4.7.1.13. alternative treatment methods;
- 4.7.1.14. insect bites;
- 4.7.1.15. abdominal and lower abdominal wall hernia caused as a result of lifting heavy objects;
- 4.7.1.16. intervertebral disk damages;
- 4.7.1.17. pathologic fractures;
- 4.7.1.18. recurrent bone fractures if they have occurred while the previous fracture has not been healed yet.

### 4.7.2. Incidents shall not be deemed as Insurable Events if they had happened while the Insured:

- 4.7.2.1. was taking an illegal action regardless of his/her mental, psychic or other health condition;
- 4.7.2.2. performed high-risk activities as part of their job, including working at heights, professional sports, policing, lifeguarding and other high-risk occupations;
- 4.7.2.3. is lawfully arrested or is in custody;
- 4.7.2.4. has failed to comply with the statutory regulations or rules, road traffic regulations etc. which are in force in the territory covered by the Contract, including, driving a car without the driver's licence of a relevant category.

### 4.7.3. Incidents shall not be deemed as Insurable Events if the Insured:

- 4.7.3.1. was driving or was a passenger on a motorbike with engine power above 60 kW, or a motor scooter;



- 4.7.3.2. was flying with any aircraft except as a passenger in an airplane that belongs to an airline company and is registered as a passenger transportation vehicle for a definite route;
- 4.7.3.3. was sailing except as a passenger in a ship that is registered as a passenger transportation vehicle for a definite route;
- 4.7.3.4. was participating in trainings, competitions or test drives with road motor vehicles, watercrafts or aircrafts in the capacity of a driver/pilot or a passenger;
- 4.7.3.5. was serving in the armed forces (including combatant service in the Home Guard);
- 4.7.3.6. was participating in military operations or trainings.
- 4.7.4. Damage that does not correspond to the Insured risk or is not mentioned in the insurance Indemnity calculation tables (does not correspond to the nature of the specified injuries).

#### **4.8. Obligations of the Policyholder**

- 4.8.1. The Policyholder is obliged to inform the Insured that he/she is insured and to acquaint him/her with the Insurance Terms and Conditions and the Indemnity Calculation Tables, which are an integral part of these Terms and Conditions.

#### **4.9. Obligations of the Parties after the Insurable Event**

- 4.9.1. Customer or his/her representative shall notify the Insurer of the occurrence of any Insurable Event as soon as practicable, but not later than 30 days from the date of occurrence of the Insurable Event, by submitting:
  - 4.9.1.1. an application for insurance indemnity (e.g. by filling in an application form on the Insurer's website) and indicating whether the Insured has any other Insurance Contracts in force);
  - 4.9.1.2. documents certifying the fact of an accident (a statement from the medical institution, a copy of death certificate, a statement of an occupational accident, etc.);
- 4.9.2. The Insurer shall be entitled to organise medical examination of the Insured at its own expense with a purpose to determine the harm caused to health of the Insured as a result of occurrence of the Insurable Event.
- 4.9.3. If the Insured disagrees with the conclusions of the Insurer's experts, he/she shall be entitled to arrange a medical examination at his/ her own expense.
- 4.9.4. The Insurer shall be entitled to request originals of all documents related to the occurrence of the specific risk insured.

#### **4.10. Calculation and Payment of the Insurance Indemnity**

- 4.10.1. The Insurer shall calculate the Insurance indemnity according to the extent specified in the Insurance Indemnity Calculation Tables and in accordance with the procedure laid down in the Insurance Contract.
- 4.10.2. In the event of the occurrence of the risk „Death“, the insurance indemnity shall be paid in the amount of the Sum Insured specified in the Insurance Contract, deducting the sum of all the Insurance Indemnities paid under this Insurance Contract.
- 4.10.3. The Insurance Indemnity is paid to the Insured, but in the event of the death of the Insured, the Insurance Indemnity is paid to the beneficiary named in the Insurance Contract or, if no beneficiary is named, to the heirs of the Insured.

## **5. The Insurer's Rights to Refuse and Reduce the Insurance Indemnity**

- 5.1. The Insurer shall be entitled to refuse the payment of the Insurance Indemnity if:
  - 5.1.1. Customer fails to fulfil any of the obligations provided under these Terms and Conditions with a malicious intent or due to gross negligence;
  - 5.1.2. upon conclusion of the Insurance Contract, during its validity period or after incurring losses Customer, the owner or the user of the Insurable Object, with a malicious intent or due to gross



negligence, provides false information or refuses to submit the information requested by the Insurer; In such case the Insurer shall be entitled to terminate the Insurance Contract;

5.1.3. Customer or Beneficiary has provided incomplete or false information about the Insurable Event or its circumstances;

5.1.4. in other cases referred to in these Terms and Conditions.

5.2. Insurer is entitled to reduce the insurance indemnity by 50% if Customer has negligently failed to comply with any of the obligations under these Terms and Conditions and this has causally contributed to the loss or damage or has increased the amount of the loss or damage.

