



Luminor Bank's individual insurance conditions against bone fractures / fissures (hereinafter - Conditions) for the insurance of Luminor Black and Luminor Visa Infinite credit card holders

CONTENTS

1. INSURED OBJECT AND CONDITIONS 1

2. NON-INSURED CASES 1

3. DUTIES OF THE INSURED IN CASE OF THE INSURED EVENT2

4. HOW THE INSURANCE INDEMNITY IS CALCULATED AND PAID?3

5. DURING HOW LONG PERIOD THE INSURANCE INDEMNITY IS PAID?.....3

6. WHEN THE INDEMNITY IS NOT PAID?3

7. CONCEPTS AND TERMS USED.....3

1. INSURED OBJECT AND CONDITIONS

- 1.1. Insured object - property interest related to the bone fracture or fissure of the Insured.
- 1.2. Insured event shall mean bone fracture or fissure, which has occurred during the insurance protection as a result of accident like it is determined in these Conditions.
- 1.3. Insurance coverage shall be in force for day-and-night, across the whole world.

2. NON-INSURED CASES

- 2.1. In accordance with these Insurance Conditions, the Insured shall not be considered an Insured Event and the Insurer's obligation to indemnify losses shall not arise if the losses have occurred as a result of insurance exceptions.
 - 2.1.1. The Insured or persons related to him/her provided false/ misleading information about the causes, circumstances and consequences of the event, for which the insurance indemnity is claimed, or concealed the information important for investigation of the event, avoided cooperation, delayed establishment of circumstances of the event;
 - 2.1.2. The insured intentionally tried to cause bodily injuries to him/herself or other persons did/attempted to do it pursuant to his/her request;
 - 2.1.3. The cause of the bone fracture/fissure of the insured was or it was affected by the injuries of the insured that occurred still before the insurance protection came into effect, his/her diagnosed injuries or illnesses/health disorders, any congenital, chronic or degenerative diseases, congenital and acquired physical deficiencies, consciousness or mental disorders;
 - 2.1.4. The Insured participated in fights or was their initiator (except for cases when the Insured's conduct is socially valuable (defense is necessary, necessity, fulfillment of civic duty) and does not exceed their limits);
 - 2.1.5. The insured has participated in illegal races or other competitions / matches and events of a similar nature;
 - 2.1.6. The accident occurred while the Insured was performing military service in the army or another similar regulated unit, participating in military operations, trainings or practices;
 - 2.1.7. The accident occurred as a result of the activity or inactivity of the Insured, which the court or any other competent authority has recognized as a crime or a violation of administrative law, calling the Insured to administrative or criminal liability;
 - 2.1.8. The accident has occurred during application of criminal penalties and/or procedural compulsory means (penalties, detention and other means) to the Insured (for example, when the Insured is detained for criminal (suspected criminal) activities, the Insured stays in the prison or place of imprisonment etc.);

- 2.1.9. The Insured was under the influence of alcohol or used powerful drugs without a doctor's prescription and this had a causal relationship with the occurrence of the Accident;
- 2.1.10. The Insured has used toxic, narcotic or other psychoactive substances, as well as in all cases, when the Insured has refused or avoided a drunkenness and/or intoxication test, consumed alcohol or other intoxicating substances after the accident, until establishment of circumstances;
- 2.1.11. The accident has occurred under control of the Insured or deliberately (i.e. knowing or if he/she had to know) driving a vehicle, which is driven without having a valid driver's licence, while being under the influence of alcohol (if the concentration of alcohol in the blood exceeds the permissible norm established by the legislation of the relevant country), narcotic or toxic substances, as well as in the case, when after such event it is not possible to determine the person, who drove the vehicle at the time of event, or the person refused or avoided intoxication test, consumed alcohol or other intoxicating substances after the event until establishment of circumstances of the event;
- 2.1.12. The accident has occurred, when the Insured performed works especially dangerous for health and/or life, and/or functions, the performance of which require special qualification training and/or a relevant permit issued by the competent authorities, and the Insured did not have it/them;
- 2.1.13. The accident has happened due to the following reasons:
 - 2.1.13.1. surgeries, medical treatment or other medical procedures;
 - 2.1.13.2. pathological or repeated fracture;
 - 2.1.13.3. by itself in case of bone thinning or other pathologies;
 - 2.1.13.4. in case of convulsions caused by illness;
 - 2.1.13.5. mental reactions (affective states), mental trauma, mental illness or other mental disorders;
- 2.1.14. The Insured has failed to perform the duties provided for in Chapter 3 of these Conditions, has deliberately or due to obvious negligence failed to notify the Insured about the event or has turned to the medical treatment institution, health care institution in a delayed manner and this (these) violation(-s) prohibited the possibility of the Insured to determine the fact and circumstances of the event;
- 2.1.15. The accident occurred as a result of exposure to nuclear energy, radioactive radiation, atomic reaction or radioactive pollution, as a result of global disasters, earthquakes, hurricanes, tsunamis or other natural disasters, as a result of war activities (regardless of whether martial law has been declared), military exercises, states of emergency, revolutions, as a result of an insurrection, rebellion, riot, strike, mass riot, sabotage, cyber-attacks, acts of terrorism (by a person or group of persons using or threatening to use force for political, economic, religious, ideological or similar purposes), national armed forces, army, police, activities of special services or disobedience to the requirements of officials.

3. DUTIES OF THE INSURED IN CASE OF THE INSURED EVENT

- 3.1. In case of the event, which can be recognized as the insured event, the Insured shall have the following duty:
 - 3.1.1. Not later than within 48 hours after the accident to turn to health care institution and to comply with all instructions and recommendation of the medical staff;
 - 3.1.2. In case if the event has any signs of criminal activity or administrative violation, to immediately report to police;
 - 3.1.3. To receive documents related to medical treatment in the medical treatment institution, which has provided first aid;
 - 3.1.4. Immediately, but not later than within 30 days, to notify in writing to the Insurer about the event, which can be recognized as insured event;
 - 3.1.5. To provide to the Insurer correct information about the insured event and the documents confirming it or other documents related to the event, which are required for establishment of the fact, causes, consequences of the insured event etc. (personal identity documents, report about the event and its circumstances in the certain form; medical documents, documents of the institutions that investigated the event (such as police statement etc.); other documents requested by the Insurer); The Person, who wishes to receive the insurance indemnity, shall acquire and submit to Us the documents that he/she can easier obtain than We do.
 - 3.1.6. To perform other written instructions of the Insurer.

4. HOW THE INSURANCE INDEMNITY IS CALCULATED AND PAID?

- 4.1. The insurance indemnity is paid in case of the Insured event - a fixed amount of EUR 100 (one hundred euros);
- 4.2. The insurance indemnity is paid only for bone fractures/ fissures, which are confirmed by X-ray and/or computed tomography, magnetic resonance examinations.
- 4.3. The insurance indemnity is not summed due to one and the same insured event, i.e., if a bone has been broken/ cracked in several places or several bones have been broken/cracked as a result of one and the same accident, only one insurance indemnity shall be paid.
- 4.4. The insurance indemnity shall be paid to the insured only once during the calendar year due to one insured event;
- 4.5. The insured shall be entitled to receive one insurance indemnity due to one event, regardless of the number of available Cards by which he/she is insured.

5. DURING HOW LONG PERIOD THE INSURANCE INDEMNITY IS PAID?

- 5.1. The insurance indemnity shall be paid not later than within 10 working days from the day, when the Insurer has received all information and documents, being important for establishment of the fact and circumstances of the insured event, and has made the decision;
- 5.2. If the investigation carried out by the institutions and its result is important to find out whether the event is insurable, the Insurer has the right to postpone the adoption of the decision on the recognition of the event as insurable and the payment of the insurance indemnity until the final procedural decision in this case enters into force.

6. WHEN THE INDEMNITY IS NOT PAID?

- 6.1. The insurance indemnity is not paid, if the pay-out thereof would violate the regulation of trade, economic or other sanctions or embargoes set by the European Union or international organizations or other national or the payment of insurance indemnity is refused based on national or international legislation applicable to insurance activity;
- 6.2. The insurer shall not pay the insurance indemnity, if the fact of payment violates any international sanctions (financial, economic, trade etc.) in accordance with the legislation of the United Nations Organization, European Union, United States of America and decisions of authorised institutions (if it does not conflict with the national law).

7. CONCEPTS AND TERMS USED

- 7.1. **Insurer** - ADB Compensa Vienna Insurance Group, legal address Vienības gatve 87H, Riga, LV-1004, registration number 40103942087;
- 7.2. **Policyholder** - Luminor Bank AS, the company registered in Estonia under the registration number 11315936, legal address: Liivalaia 45, 10145, the Republic of Tallinn, operating in the Republic of Latvia through its branch, reg. No. 40203154352, address: Skanstes iela 12, LV-1013, Riga, Latvia.
- 7.3. **Insured** - user of the Card, a natural person, to whom the Bank has issued the Card and whose name and surname is specified on the Card.
- 7.4. **Policy** - the document, confirming the conclusion of the Insurance Contract and including the Insurance Contract Conditions, changes and supplementations, regarding which the Policyholder and the Bank had agreed during the validity period of the Insurance Contract.
- 7.5. **Card** - a valid credit card "Luminor Black" or "Luminor Visa Infinite" issued by the Bank. The credit card is deemed valid, if it is activated and has not expired or is not blocked.

- 7.6. **Bank** - Luminor Bank AS, which is considered as the Policyholder in accordance with the Insurance Contract.
- 7.7. **Insured event** - a sudden and accidental event not depending from the Insured, the Beneficiary or persons related to them, upon the occurrence of which the Insurer shall pay the insurance indemnity.
- 7.8. **Insurance protection** - a duty of the Insurer to pay the insurance indemnity upon the occurrence of the insured event.
- 7.9. **Insurance protection period** - this is the period, when the insurance cover is provided in accordance with the insurance contract.
- 7.10. **Insurance Contract** - the Contract between the Insurer and the Bank about individual insurance conditions, where the Policy and these individual conditions is an integral part of it.
- 7.11. **Medical treatment institution** - a licensed personal health care institution, practicing on the basis of the generally accepted medicine.
- 7.12. **Calendar year** - a period of 12 calendar months, starting on 1 January and ending on 31 December.
- 7.13. **Bone fracture/ fissure** - violation of the integrity of the structural element of the human skeleton - bone.
- 7.14. **Beneficiary** - the Person, who is entitled to receive the insurance benefit in accordance with the procedure determined in legal acts of the Republic of Latvia.
- 7.15. **Intoxication** – a person being under the influence of alcohol when the concentration of alcohol in the body exceeds 0.5 ‰ (in the case of driving a vehicle – when the concentration of alcohol in the body exceeds the amount specified in the Administrative Violations Code of the Republic of Latvia).
- 7.16. **Event of non-insurance** – the event specified in the insurance contract and/or legal acts, upon occurrence of which We do not pay the insurance indemnity and do not compensate the incurred losses.
- 7.17. **Accident** – a sudden, unexpected event, during which the Insured has a bone fracture or fissure under the influence of an external physical force.
- 7.18. **Repeated fracture** – a bone fracture caused by changes in the bone structure at the place of the previous fracture.
- 7.19. **Pathological fracture** – a bone fracture due to changes in the bone structure or a fracture occurring in pathologically altered bones.
- 7.20. **Related persons** – a spouse of the insured, persons living together with the insured, who have a joint household, parents, adoptive parents, grandparents, children, adopted children, grandchildren, brothers, sisters and their husbands and wives of the insured or the spouse of the insured (or persons who have a joint household) . And also employees of the insured (persons who perform work on the basis of an employment contract or on the basis of another contract (company contract, service contract, etc.), if they work under the direction and/or control of the insured), members of the board and other representatives authorized by law.