

## LUMINOR BUSINESS CARD PURCHASE INSURANCE TERMS AND CONDITIONS

Valid as of 22 May 2024

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### Insurance applies:

- as an additional insurance service
- for purchases made in physical or electronic stores using an electronic payment instrument (the card)

### In case of an insured event, please notify us via:

- e-mail: [info@compensa.lv](mailto:info@compensa.lv)
  - telephone: 8888
  - website: [compensa.lv](http://compensa.lv)
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## TERMS AND DEFINITIONS

**Card** – an electronic payment instrument issued to you by Luminor Bank – credit card *Luminor Business* or any other card (if the bank has specifically indicated to you that it is subject to insurance and has issued a document confirming this), which allows you to electronically form payment instructions to the bank and to pay for purchases in physical and electronic shops.

**You** (the Insured) – the cardholder of a Card issued by the insurer and the legal person named on the Card who has a beneficial interest in the Card and to whom we pay the insurance benefit.

**Payment by card** – method of payment using a payment card at the point of purchase or card details for online payments.

**We** (the Insurer) – Compensa Vienna Insurance Group ADB Latvijas filiāle, company registration number 40103942087, Vienības st. 87H, Riga

**Policyholder** (the Bank) – Luminor Bank AS, company registration number 11315936, address Liivalaia 45, 10145, Tallin, Estonia, in Latvian Republic acting via Luminor Bank AS Latvian branch, company registration number 40203154352, address Skanstes iela 12, LV-1013, Riga, Republic of Latvia, [www.luminor.lv](http://www.luminor.lv), [info@luminor.lv](mailto:info@luminor.lv).

**Value of insurance** – replacement cost of the purchase – an amount of money to be spent to acquire a new purchase of the same kind, type, quality and purpose, of equivalent or similar characteristics, within the limits of the purchase price paid.

## SUBJECT OF THE INSURANCE

1. The subject of the insurance may include Your material interests in relation to damage caused by an insured event to a purchase owned by You and purchased using the Card.
2. Only purchases bought from a legal person whose usual business is the sale of such purchases can be insured, and the purchase itself must be a movable asset with a fixed lifetime of at least 3 years, intended for use of Your (company's) activity. This may include any equipment – coffee machines, microwaves, dishwashers intended to improve the conditions of employees, other supplies for daily activities, environmental management equipment for maintenance of internal or external premises and territory, computer equipment, telephones, audio-visual equipment, with the exception of those goods specified in these Regulations as being not covered by insurance.
3. Insurance coverage does not apply to purchases that have been passed on for use by anyone other than the cardholders of a Card or employees. A purchase is considered insured only to the extent that the price has been paid in full, including non-recoverable VAT. This applies especially in cases where the purchase is made at a discount but its value has increased later. If taxes are deductible or refunded by the tax authorities, purchase is insured to the extent of the net price paid. In any case, the amount of the insurance benefit may never exceed the amount paid for the purchase.
4. The insurance coverage is valid worldwide for 180 calendar days from the time the purchase is actually transferred to you. If this cannot be documented, the period of insurance coverage ends on the 180th day after payment of the purchase price. In any case, the insurance coverage does not extend beyond the validity period of the Card, so if the Card is valid for less than the 180 days of coverage granted for a particular purchase, or if the Card is blocked, the insurance coverage will not apply to the purchase.

## NON-INSURABLE ASSETS

5. We do not provide insurance coverage for any property for which payment is paid in instalments or deferred. This also means that even if the purchase is subsequently paid for, it may not be subject to purchase insurance in general.
6. We do not provide insurance coverage for any second-hand, refurbished purchases or damaged purchases.
7. We do not provide insurance coverage for items purchased from private individuals, or for items for which you are unable to provide a bank transaction statement and a fiscal receipt or invoice, including when these documents are subsequently lost.
8. We do not provide insurance coverage for work clothing, footwear, handbags (including briefcases, bags, backpacks, cases).
9. We do not provide insurance coverage for real estate that is considered to be part of the structure of the premises or other building, as well as for any stationary built-in/fixed assets, such as room alarms, light fittings, plumbing fixtures, including sinks; electrical installations; floors, ceilings and wall coverings, heating, air-conditioning, ventilation and other installations related to the functioning of the property, and other assets whose intended use is related to the fixed location and the installation.
10. We do not provide insurance coverage for medical equipment (adjustable beds, specialized chairs, rehabilitation equipment, etc.) and devices (insulin pumps, blood pressure monitors, massage equipment, etc.).

11. We do not provide insurance coverage for all types of motor vehicles, aerial and water vehicles, their components, spare parts and components, keys, remotes, wheels (tires), accessories and attachments, as well as any other additional fixed or mobile equipment in the vehicle.
12. We do not provide insurance coverage for agricultural implements, including their components and spare parts, and equipment (milking equipment, milk coolers, feeding equipment, etc.), agricultural produce and raw materials.
13. We do not provide insurance coverage for cash, financial and other documents, works of art, antiques (household goods or parts of household goods created 50 years ago or earlier and of lasting material value), musical instruments, any collections and their parts (numismatics, philately, hunting trophies, models, records, discs, etc.).
14. We do not provide insurance coverage for any type of fuels, explosives or radioactive, hazardous chemical materials, fertilizers, pesticides, seeds, construction materials and products thereof.
15. We do not provide insurance coverage for alcohol and tobacco products, medicines, foodstuffs, e-cigarettes, cosmetics, perfumery, household chemical goods, plants and animals.
16. We do not provide insurance coverage for software and information on data media.
17. We do not provide insurance coverage for jewelry, precious metals (gold, platinum, silver, etc.), precious stones, pearls, fur and its products.
18. We do not provide insurance coverage for wristwatches, with the exception of smart devices.

#### **INSURED AND UNINSURED EVENTS**

19. Sudden and unexpected damage, destruction and loss of the purchase may be considered an insured event.
20. Insurance benefits shall not payable in all cases where the accident was caused by, or the damage was caused by (non-insurable events):
  - 20.1. failure of any electronic device that is purely internal and not caused by an external influence;
  - 20.2. acts of foreign enemies, military action (whether or not under a declared state of military emergency), civil war, coup d'état or usurpation of power, mass disturbances, insurrection, revolution, rebellion, riot, strike, lockout; activities of the country's armed forces, military, police, special services; seizure, attachment, or destruction of property by order of a law enforcement authority, volcanic eruption;
  - 20.3. radiation or other exposure to nuclear energy, exposure to radioactive radiation;
  - 20.4. exposure to insects, rodents, parasites, animals, pets, plants;
  - 20.5. corrosion, mould, decay, rot, fungus, natural wear and tear, long-term accumulation of water or condensation of vapours, exposure to liquids (water, cleaning agents, etc.) used for washing or cleaning;
  - 20.6. use of broken, defective, unsuitable parts, equipment;
  - 20.7. construction, reconstruction, repair works;
  - 20.8. loss, forgetting, wasting, disappearance, unknown circumstances (time, place, etc.) or ordinary theft (without signs of burglary), robbery, fraud, misappropriation, deceit;
  - 20.9. errors and defects for which the manufacturer, supplier, vendor, installer, warranty service provider is responsible;
  - 20.10. the effects of rain, snow, storm, torrential rain or other precipitation on the Purchase (unless the Purchase is designed for outdoor use and storage);
  - 20.11. scratches, bends, loss of aesthetic appearance, smudges, dents, scratches, where these do not interfere with the use and functionality of the purchase;
  - 20.12. use of the Purchase for any purpose other than that for which it is intended or in breach of the manufacturer's requirements, incorrect connection or installation, improper servicing or maintenance, modification;
  - 20.13. Deliberate acts of the Insured and persons associated with him;
  - 20.14. Costs incurred by the Insured for the diagnosis and transportation of the purchase if this has not been agreed with us;
  - 20.15. Transfer of the purchase to third parties (not Your employees)
  - 20.16. (de)installation or transport of the purchase by third parties;

- 20.17. deliberate treatment by heat (melting, welding, drying, ironing, burning, etc.);
- 20.18. theft from a car, unless the purchase has been stored in the boot of a properly locked vehicle or in a special hiding place and there are clear signs of forced entry into the car.
- 20.19. indirect losses due to lack of access to the product (income, etc.);
- 20.20. the use of a purchase which is not in good condition and which was in need of repair;
- 20.21. breakdown or cost of spare parts and labour due to a manufacturer's withdrawal of the product;
- 20.22. parts of the purchase which, by their purpose or nature of their work, are susceptible to wear and tear, deterioration or periodic replacement (e.g. controllers, remote controls, batteries, accumulators (including when they are an integral part of the purchase), chargers, filters, etc.).

#### **INSURANCE BENEFIT AMOUNT, LIMITS**

21. The amount of insurance is equal to the price paid for the purchase, unless there is a limit for specific purchases as set out in these Terms and Conditions, which we will pay within the limit of the insurance amount. The amount of insurance used and the limits will not be restored, but at the end of the period of insurance (i.e. after calendar year), the limits will automatically be restored for a new period of cover.
22. If you have just obtained a new Card for the shopping insurance service, the period of cover starts from the date of activation of the Card and you do not need to activate or order this service individually. If you had obtained the Card before the start of the Purchase Insurance Service, the start of the period of insurance coverage shall be calculated from the date of the separate public announcement of the application of this insurance service or any other date specified therein.
23. The insurance benefit for each purchase is subject to an insurance deductible of EUR 30 per purchase, which is understood to be the amount of the loss to you.
24. Limits of insurance benefits:

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| For the full period of insurance coverage (i.e. calendar year)   | EUR 4 000          |
| For a single insured event (loss occurring at the same time and due to the same cause)   | EUR 2 000          |
| For a single purchase  | EUR 1 000          |
| The benefit limit for Visa Business per insured event is limited to the following purchases: <ul style="list-style-type: none"> <li>• computers, computer components and peripheral equipment;</li> <li>• mobile phones;</li> <li>• eyewear, including sunglasses;</li> <li>• smartwatches and wristbands; earphones.</li> </ul> | EUR 1 200 per item |

#### **LOSS AND INSURANCE BENEFIT CALCULATION**

25. We can calculate the amount of the insured loss on the basis of an inspection of the scene of the accident, the information provided by you and the competent authorities, and the documents confirming the insured value of the purchase.
26. The purchase shall be deemed to be destroyed if its repair is technically impossible or economically impractical. The purchase shall be deemed lost if it has been stolen.
27. If the purchase is damaged, the amount of the loss shall be the cost of repair. If the purchase is destroyed or lost, the amount of the loss shall be its value immediately before the occurrence of the event, less the value of the remains of the purchase, but in any event not more than the amount spent on the purchase. At our request, you must hand over the destroyed purchase to us without altering its condition after the insured event.
28. The amount of the loss does not include the cost of improvements, if any, made to the goods compared with the state of the goods before the insured event; the cost of repairing defects that existed before the event and the cost of repairing defects that would have been incurred even if the event had not happened. The amount of the loss shall in all cases exclude losses due to parts of the purchase, improvements which, although forming part of the whole of the item, were not purchased during the period of insurance coverage or without using the bank card covered by the insurance.
29. The insurance benefit shall be paid no later than 30 days from the date on which we receive all information relevant for determining whether the event is insured and for calculating the amount of the insurance benefit. If the investigation takes longer, we will keep you informed of the progress of the investigation. And if the investigation lasts more than 3 months in total and we still do not agree on the amount of the insurance benefit, we will pay you the undisputed amount at your request.

#### **NON-PAYMENT OR REDUCTION OF THE INSURANCE PAYMENT**

30. Luminor's purchase insurance product is a secondary insurance service, which means that we will not pay the insurance claim if the purchase is covered by any other insurance contract with any insurance company. If the purchase is only partially covered by another insurance policy, we will deduct the amount to be reimbursed under the other insurance policy from the final amount we calculate. If the purchase is not covered by any other insurance policy, Luminor Purchase Insurance is considered the main insurance contract. If, after concluding the purchase insurance contract, you subsequently cover the purchase with another insurance policy, the purchase insurance contract will automatically be treated as a secondary insurance contract.

31. We will not provide insurance coverage, pay insurance benefits, or provide other services if this is contrary to any international sanctions (financial, economic, trade, etc.), prohibitions or restrictions under the United Nations, the European Union, the United States of America, the United Kingdom, the Republic of Latvia and other legislation (provided that this does not contravene any regulation or national law applicable to the insurer). In the event that these sanctions, bans or restrictions directly or indirectly prevent us from providing services under the insurance contract, we have the right to unilaterally terminate this contract or suspend the execution of the insurance contract during the period of implementation of the international sanctions, by notifying you in writing.
32. We will not pay the insurance payment if, for any reason, you do not provide a bank transaction statement and legible and complete fiscal receipt or invoice in support of the purchase. This means that any other means, such as a bank statement, certificate or other, cannot be used to support the purchase.
33. We have the right to refuse or reduce the payment of the insurance payment in the following circumstances:
  - 33.1. You have missed the deadline for notifying us of the occurrence of the event so that we are unable to ascertain the circumstances of its occurrence and the exact amount of the loss, or the amount of the loss may have been increased as a result of the failure to comply with this obligation.
  - 33.2. You fail to comply with our written instructions, including those contained in these Terms and Conditions, avoid cooperation, obstruct the clarification of the circumstances of the event, mislead or seek to obtain unjustified insurance payment, e.g., by stating facts that are not true, by stating inaccurate and/or incomplete circumstances of the event, or by submitting forged documents;
  - 33.3. You do not provide documents supporting the purchase, such as a bank transaction statement and fiscal receipt or invoice.

#### **IN CASE OF AN INSURED EVENT**

34. Please report the incident to us by phone 8888 or online at [www.compensa.lv](http://www.compensa.lv) within 3 working days.
35. If we ask you to do so, you must identify the person responsible (if applicable), describe the circumstances of the incident, provide photographs of the damaged purchase, and allow us to inspect the scene and the purchase. You must provide bank transaction statement, invoices, receipts for purchases and proof of the amount of the loss and the fact of purchase. In the event of fire, theft or deliberate acts by third parties, you must provide evidence of the incident from the fire service or police.
36. You must inform us if the purchase is covered by any other insurance policy with us or another insurance company.
37. You shall take all reasonable measures available to you to minimise any damage and to comply with our instructions.
38. You shall not commence the repair or removal of the purchase without our agreement.

#### **OTHER ARRANGEMENTS**

39. The process of processing personal data is described in our Privacy Policy, which is available on our website <https://www.compensa.lv/privatuma-politika/>.
40. Any communication between us may be made either by you calling us on 1911 or by sending a regular or electronic mail to your or our address [info@compensa.lv](mailto:info@compensa.lv) as set out in the insurance contract or other change of contact notice. Email messages shall be treated as a written notice and shall be deemed to be a proper method of communication.
41. The insurance contract is subject to the law of the Republic of Latvia.