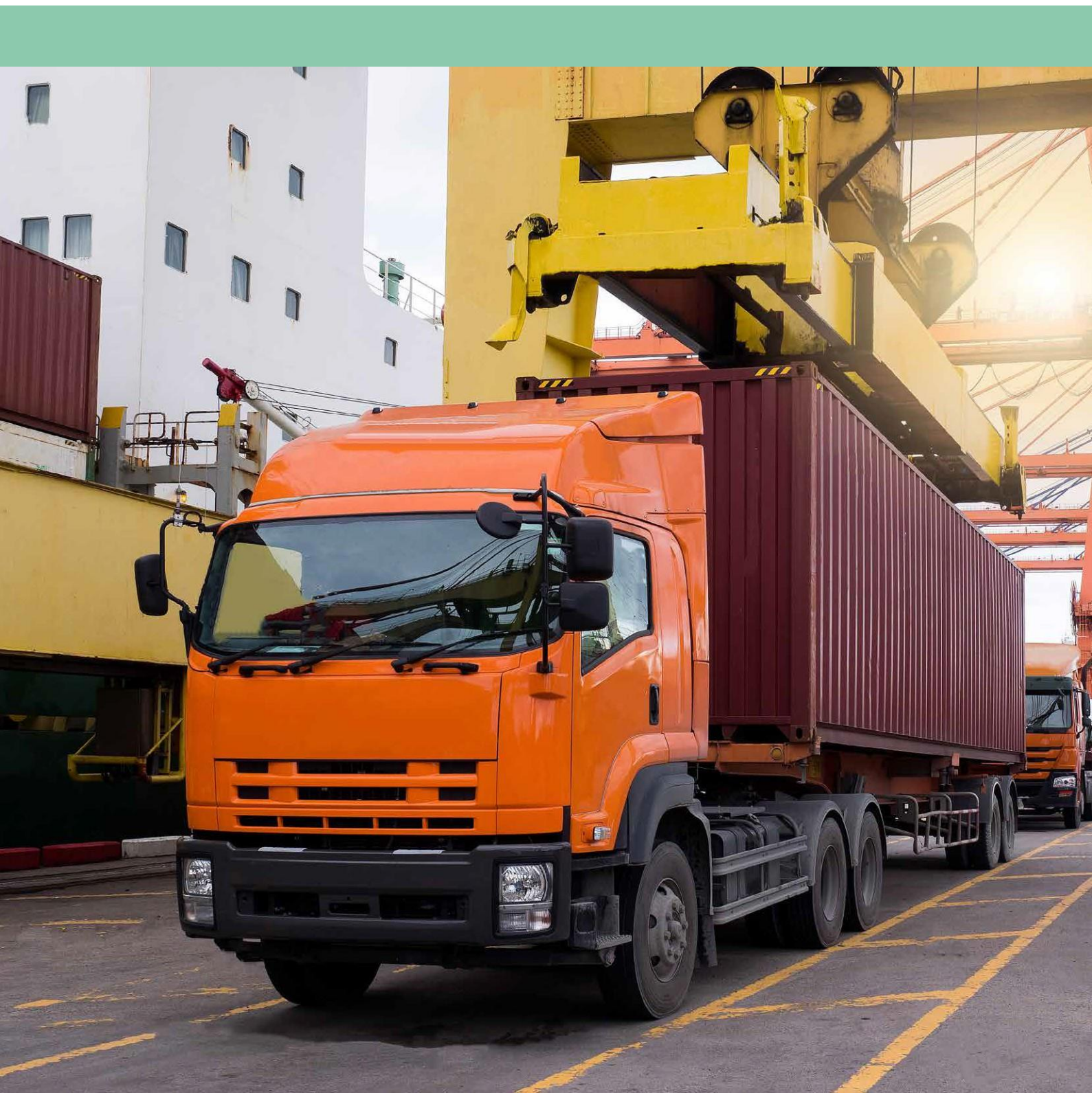




ERGO Insurance SE Latvia Branch

ERGO Cargo Insurance Terms and Conditions KR 03-2023



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Please read the entire Insurance Agreement carefully in order to find out your rights, duties and what is not insured by insurance. ERGO Cargo Insurance Terms and Conditions KR 03–2023 is an integral part of the Insurance Agreement. The Policyholder and the Insurer may agree in writing regarding changes to the Insurance Agreement Conditions.

These Insurance Terms and Conditions have been written in Latvian and English Languages. In case of any discrepancies between texts the prevailing one shall be the text in Latvian language.

1. Definitions

Insurer – ERGO Insurance SE, registered in the Commercial Register of the Republic of Estonia under registration No. 10017013, registered office: Veskiposti 2/1, Tallinn, 10138, Estonia, represented in the Republic of Latvia by ERGO Insurance SE Latvian Branch, registration No. 40103599913, registered office: Skanstes iela 50, Riga, LV-1013. Primary business – insurance, except for life insurance.

Policyholder – a legal entity or private individual who enters into the Insurance Agreement for their own or another party's benefit.

Insured – the person named in the Insurance Policy who has an insurable interest and for whose benefit the Insurance Agreement is concluded or who is named in the purchase and sale agreement of the freight and/or in the transport documents.

Insurance Amount – the amount specified in the Insurance Agreement, for which the freight is insured and specified by the Policyholder. This is understood as the market value of the freight at the time of commencement of carriage, as evidenced by the purchase and sale agreement or commercial invoice (unless the Insurance Policy contains a mark for the Insurance Protection chosen: "Insurance of increased cargo value"). The Insurance Amount does not include value added tax or any other levy recoverable by law.

Insurance Object – the cargo specified in the Insurance Policy, transported by land, sea or air.

Insured Event – any unexpected and unforeseeable event which occurs in the Insurance territory during the validity period of the Insurance Agreement and as a result of which the freight is damaged, destructed, lost or financial damage is caused as a result of the event specified in the Institute Cargo Clauses, which are specified in the Insurance Policy and indemnification of which does not contradict these insurance terms and conditions or the Insurance Policy.

Insurance Agreement – an agreement between the Insurer and the Policyholder whereby the Policyholder undertakes to pay the Insurance Premium in the manner, amount and within the time specified in the agreement, and to comply with the other provisions of the agreement, and should an Insured Event occur, the Insurer undertakes to pay Insurance Indemnity to the party specified in the Insurance Agreement under the provisions of the Insurance Agreement, and fulfil other duties specified therein. The scope of the Insurance Agreement includes the Insurance Object specified in the Insurance Agreement, all the insured risks and any exceptions thereto, the Insurance Amount and the limit of liability;

Insurance Policy – a certificate issued by the Insurer confirming the conclusion of the Insurance Agreement.

Open Cargo Insurance Policy – an Insurance Policy that insures freights, in which the Insured has a beneficial interest, which are transported within a specified period of time.

Single Carriage Cargo Insurance Policy – an Insurance Policy that insures a specific freight for a specific carriage under the conditions specified in the Insurance Policy.

Insurance Premium – the fee specified in the Insurance Policy for the provision of insurance.

Insurance Period – the period of time specified in the Insurance Policy, provided that the Insurance Premium is paid in accordance with the payment schedule.

Insurance Protection – the Insurer's obligation to pay the Insurance Indemnity if the Insured Risk occurs during the Insurance Period.

Insurance Indemnity – the Insurance Amount, its part or another amount payable according to the Insurance Agreement if an Insured Event should occur.

Institute Cargo Clauses – a set of international rules describing freight insurance coverage, exclusions, insurance validity period, etc. Institute Cargo Clauses shall be deemed to be Special Conditions for the purposes of these insurance terms and conditions.

Beneficiary – a person specified in the Insurance Policy as the beneficiary to whom the Insurance Indemnity or its part is payable in the cases specified in the Insurance Agreement, or a person who has the right to receive the Insurance Indemnity.

Route – the road specified by the Policyholder for the movement of the goods.

Temporary Storage – temporary (up to 30 days) storage of the goods transported outside the place of dispatch and destination, after which the goods are further transported to the destination specified by the Policyholder in accordance with the consignment note.

Excess – the amount of loss expressed in monetary terms or as a percentage that is covered by the Policyholder, should an Insured Event occur. Percentage-based Excess is calculated based on the insured losses.

Personal Data Processing – any activity or set thereof, automated or not, performed with personal data or sets of personal data such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, review, use, disclosure by transmission, dissemination or otherwise making available, matching or combination, limitation, erasure or destruction.

Insurance Territory – the area of Insurance Protection specified in the Insurance Policy.

Mode of Transport – the mode of freight carriage specified by the Policyholder: road transport, air transport, rail transport, water transport, multimodal transport.

Missing Vehicle – when 60 days have elapsed since the scheduled arrival of the vehicle and there is no information on the whereabouts of the vehicle, its driver or other persons involved in the carriage of the freight.

Third Party – any natural or legal person, other than the Policyholder and the Insured.

General Average – in accordance with the Latvian Maritime Code, a General Average is considered a loss caused by intentionally and reasonably making extraordinary expenses and sacrifices to save the ship and the cargo carried onboard.

2. The Insurance Object

- 2.1. Property interests related to the cargo specified in the Insurance Policy, the risk of loss of which is borne by the Policyholder during carriage, or cargo which the Policyholder is required to insure for the benefit of another under the terms of a purchase and sale agreement (Incoterms). Cargo insured by the Policyholder, in breach of commercial principles and commercial relations, including penalties and other restrictions, shall not be considered as an Insurance Object.
- 2.2. Property interests in property displayed at exhibitions (trade fairs and similar events), if so stipulated in the Insurance Agreement.
- 2.3. Unless otherwise specified in the Insurance Agreement, the following shall not be deemed to be an Insurance Object:
 - 2.3.1. precious metals, precious stones, articles of precious metals or of precious stones (excluding articles of a kind used in industry), pearls, imitation jewellery, money, coins, securities, documents, works of art, antiques;
 - 2.3.2. radioactive materials and nuclear fuel;
 - 2.3.3. explosives;
 - 2.3.4. weapons and ammunition, military equipment;
 - 2.3.5. live animals and plants;
 - 2.3.6. prohibited substances and their raw materials;
 - 2.3.7. illegally transported goods (e.g. goods prohibited by law, goods transported without the necessary permits, including smuggling), including goods of dual use without being declared;
 - 2.3.8. coal, oil and its products;
 - 2.3.9. private belongings;
 - 2.3.10. postal items;
 - 2.3.11. experimentally manufactured equipment or items, or parts thereof, prior to serial production (prototypes);
 - 2.3.12. cargo without proof of value documents (Invoice);
 - 2.3.13. goods that are not transported (including stocks that are stored);
 - 2.3.14. self-propelled equipment that moves under its own power;
 - 2.3.15. cargoes that are towed;
 - 2.3.16. the means of transport carrying or containing the freight (e.g. containers, trailers).

3. Insured risks

- 3.1. These terms and conditions provide for two insurance options under the Institute Cargo Clauses, depending on the types and number of risks insured: ICC(A) CL 382 1/1/2009 (hereinafter "Option A"), ICC(B) CL 383 1/1/2009 (hereinafter "Option B").
- 3.2. Option A provides for the payment of an Insurance Indemnity for any Insured Event.
- 3.3. Option B provides for the payment of the Insurance Indemnity when the risks occur:
 - 3.3.1. fire or explosion;
 - 3.3.2. vessel or craft being stranded grounded sunk or capsized;
 - 3.3.3. overturning or derailment of land conveyance;
 - 3.3.4. collision or contact of vessel craft or conveyance with any external object other than water;
 - 3.3.5. discharge of cargo at a port of distress;
 - 3.3.6. earthquake, volcanic eruption, lightning strike;
 - 3.3.7. General Average, sacrifice;
 - 3.3.8. jettison or washing overboard of the Insurance Object;
 - 3.3.9. entry of sea, lake or river water into a cargo space, container or storage area;
 - 3.3.10. total loss of any package if it falls overboard or is dropped during loading or unloading of a ship or craft.
- 3.4. The Insurance Protection for Options A and B is not valid in the cases mentioned in the Exclusions to these terms and conditions, unless otherwise stated in the Insurance Policy. Other terms and conditions of insurance are set out separately in the Insurance Policy.
- 3.5. If the Policyholder chooses, the following risks may be additionally insured:
 - 3.5.1. salvage and recovery expenses – the Insurer may cover the salvage expenses (salvage and recovery of the cargo, removal of its remains, transport, recycling) of the insured cargo related to reasonable expenses incurred in connection with the damage to the cargo and loss mitigation measures, up to the limit specified in the Insurance Agreement.
 - 3.5.2. Insurance of Increased Cargo Value – the Insurance Amount specified in the Insurance Policy, consisting of the value of the Cargo as stated in the purchase and sale agreement or commercial invoice and any additional expenses specified by the Policyholder that may be related to the delivery of the Cargo (e.g.: installation, calibration, additional inspection, etc.).

4. Exceptions

- 4.1. The Insurer shall not cover any losses, and the Insurance Indemnity shall not be paid should it contradict any sanctions, be it trade or economic, prohibitions or limitations imposed by resolutions of the United Nations or law of the European Union, or national sanctions set by the laws and regulations of the Latvian Republic. This exception shall also be subject to trade or economic sanctions, laws and regulations or legislation introduced in the United Kingdom or United States of America, unless it violates the law effective in the Republic of Latvia.

- 4.2. In the event of any of the cases mentioned in Article 4.1 of these Terms during the validity period of the Insurance Agreement, the Insurer shall be entitled to terminate the Insurance Agreement unilaterally within 10 (ten) working days from the day when the Insurer sent a notice of termination of the Insurance Agreement.
- 4.3. The Insurer shall not cover and shall not be liable for loss damage or expenses and that have arisen due to the following:
 - 4.3.1. the risks set out in Articles 3.5.1 and 3.5.2, unless noted thereof in the Insurance Policy;
 - 4.3.2. ordinary leakage, ordinary loss of cargo, reduction in weight or volume, deterioration, wear, oxidation, rusting and similar processes;
 - 4.3.3. insufficiency or unsuitability of packing or packaging in relation to the characteristics of the cargo or inadequate preparation for transport. For the purposes of this paragraph, the term "packaging" shall also include the stowage of the cargo in the vehicle, container and/or wagon, but only if the stowage was carried out before the Insurance Agreement came into force or it was carried out by the Policyholder, the Insured, their employees or agents;
 - 4.3.4. inherent vice, latent defects and the nature of the cargo;
 - 4.3.5. the event of a shortage, if the outer packaging and seals are intact;
 - 4.3.6. directly and solely by a delay, even if this delay is caused by one of the risks insured;
 - 4.3.7. from insolvency or financial default of the owners managers charterers or operators of the vessel, vehicle, users or drivers;
 - 4.3.8. if the insured cargo is carried on a ship which is not certified in accordance with the requirements of the International Safety Management Code (ISM Code) or whose owners or operators do not have a document to that effect, and the Policyholder knew or ought reasonably to have known of this at the time of loading the insured cargo.
- 4.4. The Insurer shall not cover and shall not be liable for losses arising out of:
 - 4.4.1. unseaworthiness of the vessel. Carriage of cargo by sea is subject to ship classification and age restrictions in accordance with the Institute Classification Clause 354 1/1/2001, which states that:
 - 4.4.1.1. The Insurance Protection shall apply to cargo carried on self-propelled steel-hulled vessels classed by a classification organisation which is:
 - 4.4.1.1.1. a Member or Associate Member of the International Association of Classification Societies (IACS), or
 - 4.4.1.1.2. the National flag Society, but only if the ship is engaged exclusively in cabotage operations in that state.
 - 4.4.1.2. The Insurance Protection shall only apply if the cargo is carried in bulk or combination carriers not more than 10 years old or in other vessels not more than 15 years old, unless they:
 - 4.4.1.2.1. are used for the carriage of general cargo on an established and regular commercial route, in a specified pattern between a range of specified ports, and are not more than 25 years old, or
 - 4.4.1.2.2. are constructed as container ships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGC) and are continuously as such used on an established and regular commercial route, in a specified pattern between a range of specified ports, and are not more than 30 years old.

- 4.4.2. the unsuitability of the vehicle, container or elevator for the safe carriage or movement of the cargo, if the Policyholder, the Insured, their employees or agents knew of such unsuitability at the time the cargo was loaded;
- 4.4.3. any offence against humanity and peace, war and genocide in all its forms as defined by the laws of the Republic of Latvia and international law, including, but not limited to, hostilities and/or similar acts, mass disturbances of any kind and nature, incl. riots, revolutions, civil war, etc.;
- 4.4.4. overthrowing the authority of the state 'de facto' or 'de jure', or coercing the state or public authorities by any violent or unlawful means, including terrorism;
- 4.4.5. confiscation, nationalisation or total or partial loss of property, if subject to decisions or orders of national or local authorities;
- 4.4.6. strike, lockout;
- 4.4.7. any act of terrorism or preparation for such an act. The term terrorist act in this exception shall refer to the committed or threatened use of violence due to political, religious, ideological or ethnic purposes conducted by one person or group of persons acting on their behalf, under the assignment of any organisation(s) or government(s), or in cooperation with such, with the intent to influence a government and/or intimidate the public or a part of the public;
- 4.4.8. direct or indirect exposure to nuclear energy;
- 4.4.9. infectious diseases;
- 4.4.10. an information technology security incident (cyber incident), which for the purpose of these terms is deemed as a security incident on a computer, computer network or information system that causes or damages system security, including but not limited to: cyber-attacks, including various types of denial of service attacks to the information system, computer network or parts thereof; incidents caused by malicious software (computer viruses, worms, Trojan horses, malicious system blockers, etc.); any total or partial interruption of the operation of a computer, computer network or information system due to external physical forces or material damage, which in any way affects access to data and/or a computer, computer network or information system;
- 4.4.11. losses shall not be indemnified if the Insured, the Policyholder or the person claiming the Insurance Indemnity is found to be directly or indirectly involved in the manufacture, distribution or transportation of prohibited weapons (such as landmines, cluster munitions);
- 4.4.12. indirect damages relating to claims for loss of profits, loss of earnings, administrative or criminal offences, fines and penalties, interest on overdue payments.

5. Conclusion of the Insurance Agreements and its duration

- 5.1. By concluding the Insurance Agreement, the Parties hereby agree that the laws and regulations of the Republic of Latvia shall apply to the fulfilment of the obligations arising from the Insurance Agreement, including the Latvian Republic Insurance Contract Law, and the regulations of the European Union applicable in the Republic of Latvia, the Institute Cargo Clauses. In the case of amendments to effective legal regulatory documents as a result of which the terms and conditions of this Insurance Agreement come into conflict with the applicable legal norms, the effective legal norms shall apply to the fulfilment of the Insurance Agreement and its respective obligations, unless otherwise indicated in the legal regulatory documents.
- 5.2. Upon conclusion of the Insurance Agreement, the Policyholder shall complete the application for cargo insurance, which shall form an integral part of the Insurance Agreement.

- 5.3. The Insurance Agreement shall only be considered concluded, when the Insurer and the Policyholder agree on all the terms and conditions of the Insurance Agreement. Conclusion of the Insurance Agreement shall be certified by the Insurance Policy issued by the Insurer.
- 5.4. The Insurance Agreement shall be concluded by agreement between the parties:
 - 5.4.1. for a single cargo transportation;
 - 5.4.2. for multiple cargo transportations, specifying the duration of the agreement in the Insurance Policy.
- 5.5. Before concluding the Insurance Agreement, the Policyholder must provide the Insurer with documents that are relevant for assessing the insured risk.
- 5.6. Before and during the term of the Insurance Agreement, the Insurer's representatives or external independent experts have the right to inspect the insured cargo and to draw up a description of the insured cargo.
- 5.7. In the case of a Single Carriage Cargo Insurance Policy, the Insurance Protection shall commence on the date specified in the Insurance Policy and shall terminate in accordance with the conditions specified in the terms and conditions of insurance.
- 5.8. The Insurance Agreement is valid for the Route (in the Insurance Territory) specified in the Insurance Policy, unless otherwise specified in the Agreement. The Insurance Agreement shall remain in force if the consignment is diverted from its intended Route, is unexpectedly unloaded, reloaded, transferred due to reasons beyond the control of the Policyholder, the Insured or the freight carrier.
- 5.9. The Insurer's liability for a single carriage shall commence from the time when the insured cargo leaves the warehouse or place of storage (the place specified in the Insurance Agreement) for its immediate loading into the vehicle for the commencement of carriage, but not earlier than the date of entry into force of the Insurance Agreement or the commencement of carriage of the cargo as specified in the Insurance Policy. In the case of an Open Cargo Carriage Insurance Policy, the Insurance Protection shall apply to cargoes for which the carriage commences (the commencement of carriage being understood as the moment when loading of the cargo into the carrier's means of transport commences to start carriage from the specified starting point of the Route, unless otherwise specified in the Insurance Agreement) within the time period specified in the Insurance Policy.
- 5.10. The Insurance Protection shall continue during the carriage of the cargo and shall be valid until the cargo is unloaded from the carrier's vehicle at the consignee's warehouse or at any other destination of the Route, but not later than 60 days from the moment of unloading the cargo from the ship in the port territory or 30 days from the moment of unloading the cargo from the aircraft in the airport territory (unless otherwise specified in the Insurance Policy).

6. Termination of the Insurance Agreement

- 6.1. The operation of the Insurance Agreement is suspended and terminated before the expiration date or the agreement is recognised as null and void in the cases and procedures specified in the regulatory acts of the Republic of Latvia, which regulate insurance, including, the Insurer may terminate the Insurance Agreement in the case that information has changed regarding the possibility of the occurrence of the insured risk and the possible amount of losses during the validity period of the Insurance Agreement.
- 6.2. Any of the Parties may terminate the Insurance Agreement before expiration date, after the occurrence of the Insured Event, provided that the Insurance Indemnity has been paid.
- 6.3. The Insurance Agreement may be terminated at the initiative of the Policyholder until the moment when the insured cargo leaves the warehouse or place of storage (the place specified in the Insurance Agreement) for its immediate loading into the vehicle for the commencement of carriage (Insurer's liability has commenced). The Policyholder shall give the Insurer a written notice of termination of the Insurance Agreement 15 days prior to termination of the agreement.

6.4. In the event of termination of the Insurance Agreement on the grounds of the termination of the contract of carriage due to circumstances beyond the control of the Insured or where transit is otherwise terminated before the unloading of the Insurance Object, the Insurer shall make such reimbursement to the Policyholder:

- 6.4.1. if the Insurance Agreement is concluded for a single carriage – the Insurance Premium paid, less the Insurer's provable expenses related to the conclusion of the Insurance Agreement, which may not exceed 15% of the Insurance Premium;
- 6.4.2. in the case of an Insurance Agreement for multiple carriage, the part of the advance payment not used for the insurance of the cargo carriage which has occurred and which is deferred at the time of receipt of the written notice by the Policyholder, less the Insurer's provable expenses related to the conclusion of the Insurance Agreement, amounting to 15% of the annual Insurance Premium.

7. Insurance premium

- 7.1. The amount of the Insurance Premium is determined by the Insurer in agreement with the Policyholder, considering the risk information provided.
- 7.2. The tariff rate depends on the insurance variant, the type of cargo, the distance and route of carriage, the type of vehicle, the duration of the Insurance Agreement and other risk factors.
- 7.3. The Insurance Premium is paid in a lump sum for the entire duration of the Insurance Agreement. The Parties may agree on a different procedure for the payment of the Insurance Premium, stipulating it in the Insurance Policy or in the Special Provisions.

8. Obligations of the Policyholder and the Insured

- 8.1. The Parties shall have an obligation to comply with the terms and conditions of the Insurance Agreement. The Parties shall be liable for compliance with the terms and conditions of the Insurance Agreement in accordance with the procedure prescribed by the Civil Law of the Republic of Latvia and other legal regulatory documents.
- 8.2. The Policyholder shall:
 - 8.2.1. pay the Insurance Premium in accordance with the payment schedule set out in the Insurance Policy;
 - 8.2.2. provide the Insurer with completely accurate and truthful information which is essential for assessing the likelihood of the occurrence of the insured risk and is important for the conclusion of the Insurance Agreement;
 - 8.2.3. notify the Insurer of other Insurance Agreements in force of which the Policyholder is aware, covering the same Insurance Object;
 - 8.2.4. The Policyholder or the Insured shall have the duty to notify the Insurer in writing during the term of the Insurance Agreement of any circumstances known to them that can significantly increase the probability of occurrence of the insured risk or the possible amount of Losses.
- 8.3. Obligations of the Policyholder, the Insured, their employees and representatives after the occurrence of the insured risk:
 - 8.3.1. without delay, as soon as practicable, notify the Insurer thereof and take all reasonable steps to minimise the losses;
 - 8.3.2. immediately notify the competent authorities that can confirm the fact of the Insured Event and whose duties include the investigation of the incident in question;
 - 8.3.3. to produce to the Insurer or its representative the damaged cargo and its remains in the same condition as after the Insured Event.

- 8.4. The Policyholder or the Insured may not object to the Insurer's request to establish and assess the extent of the loss, the circumstances of its occurrence, and shall submit to the Insurer all existing documents describing the occurrence of the insured risk and the loss caused thereby. The Policyholder and the Insured shall also provide any other information at their disposal requested by the Insurer.
- 8.5. In order to receive the Insurance Indemnity, the Insured must submit the following documents:
 - 8.5.1. An application on the Insurance Event;
 - 8.5.2. documents confirming the Insured's interest: purchase and sale agreement, bill of lading, freight documents, etc;
 - 8.5.3. documents supporting the Insurance Event: certificate, opinion or report from a competent institution, marine protest, expert's report, logbook extract, etc;
 - 8.5.4. an estimate of the loss and documents confirming the amount of the actual loss;
 - 8.5.5. a written claim addressed to the freight forwarder or carrier and a written reply thereto;
 - 8.5.6. other necessary documents, as requested by the Insurer.

9. Payment of Insurance Indemnity

- 9.1. These terms and conditions provide for the payment of an Insurance Indemnity in respect of an Insurance Event occurring on the route (territory) specified in the policy during the Insurer's period of liability.
- 9.2. The Insurer shall pay the Insurance Indemnity to the person who, at the time of the occurrence of the Insured Risk, has the ownership of the cargo.
- 9.3. The indemnity shall be determined by the Insurer on the basis of the inspection report of the insured cargo, loss calculation, opinions of competent authorities, taking into account the Insured Sum, the value of the useful remains, the Self-risk specified in the Insurance Agreement.
- 9.4. The amount of the Insurance Indemnity shall correspond to the amount of the provable loss caused to the Insured as a result of the Insured Event up to the Insured Sum.
- 9.5. If the Insurance Amount is less than the actual value of the insured cargo (underinsurance), the Insurance Indemnity shall be paid in the proportion of the amount of loss which the Insurance Amount bears to the value of the cargo.
- 9.6. In the event of the disappearance of the vehicle, the cargo is considered to be a total loss.
- 9.7. If the parties have agreed on the payment of the Insurance Premium in instalments and it is not paid in full at the time of the occurrence of the Insured Event, the amount of the unpaid Insurance Premium shall be deducted from the Insurance Indemnity to be paid.
- 9.8. By agreement of the parties, the Insurer may, before a full investigation and calculation of the loss has been carried out, pay a part of the Insurance Indemnity to the extent not disputed by either party.
- 9.9. If the stolen or lost cargo is returned, the Insured must repay the Insurance Indemnity received for this cargo to the Insurer within one month from the day of receiving the cargo, deducting the expenses for the repair of the returned cargo (recovery in order), which is related to the Insured event.
- 9.10. If the Insured has received compensation from the Third Party for the damage caused, the Insurer is released from the obligation to pay the Insurance Indemnity.

- 9.11. If the Insured has received a partial indemnity from a Third Party, the Insurer shall pay the difference between the calculated Insurance Indemnity and the amount received from the Third Party.
- 9.12. The Insurer shall have the right to reduce or refuse payment of the Insurance Indemnity if the Policyholder or the Insured fails to comply with the obligations referred to in Article 8 of these terms and conditions.
- 9.13. After the occurrence of an Insurance Event, the Insurer shall be entitled to verify how the Policy Holder and the Insured have observed the provisions of the Insurance Agreement.
- 9.14. The Insurer shall make the decision to grant or refuse to pay the Insurance Indemnity within 5 (five) days after receiving all the necessary documents and determining the full scope of losses.
- 9.15. Should the Insurer decide to refuse to pay the Insurance Indemnity, then within 10 (ten) days after the decision, the Insurer shall send a reasoned notification to this effect to the person entitled to claim the Insurance Indemnity.
- 9.16. The Insurer shall take over the rights of claim that the Insured has towards the person being responsible for losses, in the amount of the paid-out Insurance Indemnity.

10. Submission of notifications, requests and information

- 10.1. The Policyholder shall submit all notifications, claims and applications pertaining to the Insurance Agreement and liabilities arising therefrom (including the Insurance Application, information about the Insurance Object, facts and circumstances required for assessment of the insured risk, changes to the contact information) to the Insurer in writing by sending it to the registered address of the branch of the Insurer, or electronically by using the e-mail address specified by the Insurer.
- 10.2. The Policyholder or the Insured shall submit all notifications, claims and applications pertaining to the Insurance Agreement and liabilities arising therefrom to the Insurer in such a form and type that enables the Insurer to clearly identify the Policyholder or the Insured as the submitter of the document.
- 10.3. The Insurer shall submit notifications, applications and claims referred to in the Insurance Agreement (including the Insurance Policy and other documents) in writing to the specified postal address of the Policyholder and/or the Insured. The Insurer shall be entitled to send the necessary information to the Policyholder and/or Insured to the specified e-mail address, if the Policyholder/the Insured has specified it for the receipt of said information in the Insurance Agreement.
- 10.4. The Insurer shall inform the Policyholder about changes to the contact information of the Insurer, the Insurance terms and conditions or laws and regulations applicable to the Insurance Agreement on the website of the Insurer at www.ergo.lv, or send said information to the address of the Policyholder specified.

11. Confidentiality of information and personal data processing

- 11.1. The Insurer shall ensure the confidentiality of any information about the Policyholder and the Insured received subject to this Insurance Agreement and the effective laws and regulations, unless the laws and regulations provide for the transfer of such confidential information to Third Parties.
- 11.2. The Insurer shall carry out the processing of personal data in accordance with the Insurance Agreement, effective laws and regulations and the Insurer's Privacy Policy available on the Insurer's website at www.ergo.lv and the Insurer's retail locations. The Insurer's Privacy Policy may be sent to the Policyholder on request. The Policyholder shall be required to communicate the Insurer's Privacy Policy to those parties, whose data the Policyholder transfers to the Insurer.

- 11.3. The Policyholder shall be required to read the Insurer's Privacy Policy prior to signing the Insurance Agreement, and to inform the parties, whose data are transferred by the Policyholder to the Insurer, of its contents.

12. Review of complaints and disputes

- 12.1. The Insurer shall review and provide a reply to complaints regarding services that breach the provisions of the Insurance Agreement, prepared and submitted to the Insurer by the Policyholder, the Insured or another party that is entitled to claim Insurance Indemnity subject to Articles 10.1 and 10.2 of these terms and conditions, within 20 (twenty) days after receiving said complaints.
- 12.2. All disputes related to the Insurance Agreement shall be resolved through negotiations.
- 12.3. Should it not be possible to settle the dispute through negotiations, then in certain cases, the Policyholder, the Insured Person or the Beneficiary that are natural individuals shall have the right to appeal to the following authorities with a request for extrajudicial review:
- 12.3.1. To the ombudsman of the Latvian Insurers Association: the types of Insurance that are within the remit of the ombudsman of the Latvian Insurers Association are specified on the website of the ombudsman of the Latvian Insurers Association: <http://www.laa.lv/klientiem/ombuds/>. The procedure for the review of complaints of the Insurers' clients by the ombudsman of the Latvian Insurers Association, as well as the complaint application form are available online, on the official website of the Latvian Insurers Association: www.laa.lv.
- 12.3.2. To the Consumer Rights Protection Centre (PTAC): for violations of consumer rights that are not within the remit of the ombudsman. Additional information is available on the official website of the Consumer Rights Protection Centre: www.ptac.gov.lv.
- 12.4. A complaint regarding compliance of the decision made by the Insurer with laws and regulations may be submitted to the supervisory authority of the Insurer, the Financial and Capital Market Commission or Latvijas Banka.
- 12.5. Should no agreement be reached, the dispute shall be filed for review by a court of the Republic of Latvia in accordance with the laws and regulations of the Republic of Latvia.

13. Language of the Insurance Agreement

- 13.1. The Insurance Agreement shall be prepared and concluded in Latvian. Should the Insurer and the Policyholder agree to do so, the Insurance Agreement may be concluded in Latvian with an additional translation into another language. In such a case, should any contradictions be found between the wording of the Insurance Agreement in Latvian and the wording of the Insurance Agreement in the foreign language, the Latvian wording of the Insurance Agreement shall be decisive.
- 13.2. In fulfilling the obligations arising from the Insurance Agreement, the Insurer shall communicate with the Policyholder in the official language of the Republic of Latvia (Latvian).

How to respond in the event of an accident?

- assess the situation and do everything you can to minimise the consequences for people and property;
- if necessary, immediately notify the special services (police, rescue services);
- secure the remaining freight and do everything you can to minimise the extent of the damage, and start the freight rescue operations as soon as possible;
- report the incident to us by calling 1887 or +371 67081887 (from abroad), on working days from 08:00 to 19:00, or fill in the online claim form at www.ergo.lv, on the mansergo.lv portal;
- immediately make a note on the loss or shortage in the transport documents;
- take photographs of the damage and keep the damaged freight and related documentation;
- retain and copy all documents relating to the cargo and its damage; provide us with all requested documents necessary to investigate the circumstances of the event, determine the amount of damages and compensation, and comply with any other requests we make in connection with the investigation of the incident;
- if the transfer of the cargo was conducted by another company, immediately lodge a formal claim;
- repair or restoration work on the damaged property must not be started without our consent and agreement on the extent of the damage, except such work as is necessary to immediately remedy the cause of the loss or damage and any further damage.