



# Foreigner Health Insurance Regulations No 12.7/3

Valid from September 6, 2017

## 1. Terms and Definitions

- 1.1. **Insurer** - ADB "Gjensidige" Latvian Branch.
- 1.2. **Policyholder** - a legal entity or a natural person who has concluded Insurance Contract in favour of oneself or another person.
- 1.3. **Insured** - a natural person who is interested not to suffer losses in case of the Insured Risk and in favour of whom the Insurance Contract has been concluded.
- 1.4. **Insured Risk** - an event specified in the Insurance Contract that is beyond control of the Insured and is likely to occur in the future. Insurance coverage is valid during the period specified in the insurance policy only with regard to the risks listed in the insurance policy.
- 1.5. **Insurance Coverage** - all insurable risks included in the Insurance Contract.
- 1.6. **Insurance Contract** - this Insurance Contract which includes terms and conditions of the Insurance Contract, and also all amendments and supplements thereof which the Insurer and the Policyholder have agreed upon in writing. The Insurance Contract may be concluded in person or by means of distance communication. In case of choosing the means of distance communication, a distance insurance contract shall be concluded.
- 1.7. **Insurance Period** - the term specified in the Insurance Contract that does not exceed 730 consecutive calendar days. The Parties shall determine the term of validity based on the time zone of the Republic of Latvia.
- 1.8. **Distance Insurance Contract** - an insurance contract concluded by the Insurer and the Policyholder based on the Insurer's written offer that has been sent to the Policyholder by fax, via internet, or by e-mail (means of distance communication). An electronic printout of the insurance policy shall serve as a proof of conclusion of the Distance Insurance Contract.
- 1.9. **Insurance Premium** - the specified payment for the insurance.
- 1.10. **Sum Insured** - an amount of money specified in the Insurance Policy that is the maximum amount of the insurance liabilities. The Sum Insured is specified in the Policy for each selected insurable risk for which the Insurance Contract has been concluded.
- 1.11. **Insurance Indemnity** - the amount of money payable for the Insurable Event or a compensation of expenses for services to be rendered in accordance with the Insurance Contract.
- 1.12. **Coverable Losses** - direct material losses incurred by the Insured that may be compensated according to the Insurance Contract before withholding of the Deductible. Indirect losses and unearned income shall not be compensated.
- 1.13. **Home Country** - a country where the Insured is a citizen (national) or a country other than the Republic of Latvia, which has issued a temporary residence permit to the Insured.
- 1.14. **Travel** - trip of the Insured to the Coverage territory specified in the Insurance Policy.
- 1.15. **Deductible** - a fixed amount or a percentage of the Sum Insured or losses, which is specified in the Insurance Contract and deducted from the Coverable Losses for each Insurable Event, or covered by the Insured.
- 1.16. **Beneficiary** - 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 Policy.
- 1.17. **Insurance Policy** - a document that verifies conclusion of the Insurance Contract.
- 1.18. **Chronic Disease** - an illness that persists for a long time and recurs periodically regardless of whether or not such health condition has been diagnosed before embarking on a trip.
- 1.19. **Exacerbation of a Chronic Disease** - a sudden emergence of the symptoms characteristic to the Chronic Disease that has not manifested before, as a result of which the Insured needs an Emergency Medical Assistance.
- 1.20. **Emergency Medical Assistance** - assistance provided to the victim (ill person) in a condition that is critical to his/her life or health to prevent further radical worsening of the health condition of the Insured and/or the danger to the Insured person's life.
- 1.21. **Hospitalization** - admission of the Insured to a medical institution in case of a sudden, life-threatening illness or an accident, which requires Emergency Medical Assistance to perform clinical examination or surgery.
- 1.22. **Accident** - harm caused to the Insured person's health or life (trauma, irreversible disability or death) and/or financial losses as a result of external factors beyond the Insured person's control.
- 1.23. **Trauma Caused by an Accident** - harm caused to the Insured as a result of accident during the Travel that has been medically approved immediately but no later than within one month following the day of the Insurable Event.
- 1.24. **Irreversible Disability Caused by an Accident** - harm caused to the Insured person's health as a result of an accident during the Travel that has resulted in irreversible disability of the Insured approved by the State Commission for the Assessment of Health Condition and Working Ability, which the Insured has acquired no later than within one calendar year after the Accident that has occurred during the Travel.
- 1.25. **Death Caused by an Accident** - harm caused to the Insured person's health as a result of an accident during the Travel that has resulted in the death of the Insured.
- 1.26. **Medical Treatment Expenses** - expenses incurred by the Insured as result of Emergency Medical Assistance or unexpected Medical Treatment Expenses.
- 1.27. **Repatriation Costs** - medically justified compensation approved by the Insurer for expenses of medical repatriation of the Insured or transportation of his/her human remains.
- 1.28. **Coverage Territory** - a territory specified in the Insurance Policy (Republic of Latvia and/or Member States of the Schengen Area (Belgium, the Czech Republic, Denmark, Germany, Estonia, Greece, Spain, France, Italy, Lithuania, Luxembourg, Hungary, Malta, Netherlands, Austria, Poland, Portugal, Slovenia, Slovakia, Finland, Sweden, Iceland, Liechtenstein, Norway, Switzerland)).
- 1.29. **Purpose of the travel** - purpose of the travel specified in the Insurance policy:
  - 1.29.1. **Leisure Activities**, apart from the extreme leisure activities, mean participation in activities of an increased risk during the Travel that are not planned in advance and do not last longer than one or two days, and that are organized by a service provider (a company) operating in the visited country: aerobics, archery, badminton, beach volleyball, bowling, canoeing, caving, video games, cricket, curling, cycling, dancing, darts, fencing, fishing, fitness, golf, gymnastics, horse riding, Nordic walking, paintball, picigin, polo, roller skating, roller skiing, rowing, shooting, snorkelling, table games, sumo, swimming, table tennis, mountain climbing (up to the height of 2500 m without a special equipment), water polo, yoga, driving a motor vehicle (quad bike, motorbike or scooter with the engine capacity of up to 125 cm<sup>3</sup>).
  - 1.29.2. **Pleasure Trip** - a trip made by the Insured outside of the Home Country with a purpose to have a rest or to go on a business trip that is not connected with a light or heavy physical work.
  - 1.29.3. **Business Trip** - a trip made by the Insured outside of the Home Country or the Republic of Latvia with a purpose to derive a profit, including a business travel that is not connected with a light or heavy physical work.
  - 1.29.4. **Light Physical Work** - any activity performed by applying physical force (muscle action) and which requires a moderate physical effort (for example, agricultural work, customer service, office cleaning, interior works, driving a vehicle).
  - 1.29.5. **Heavy Physical Work** - any activity performed by applying physical force (muscle action) and which requires an increased or huge physical effort (for example, work related to moving and lifting heavy objects, working at heights, construction, metal working, engineering, woodworking).

1.29.6. **Educational Trip** – a trip made by the Insured outside of the Home Country with a purpose to study in an educational institution based on the agreement concluded between the Insured and such educational institution.

## 2. Insured Risks

- 2.1. Risks listed in these Regulations shall be insured only if they are specified and noted in the Insurance Policy.
- 2.2. The Insurance Policy shall pay the indemnity and/or cover expenses related to health care:
  - 2.2.1. Medical treatment expenses (incl. dentistry) and medical transportation;
  - 2.2.2. Repatriation;
  - 2.2.3. Accident.
- 2.3. **Medical Treatment Expenses and Medical Transportation**
  - 2.3.1. Expenses incurred by the Insured in the Coverage Territory as result of Emergency Medical Assistance, or unexpected Medical Treatment Expenses.
  - 2.3.2. The Insurer based on the principle of compensation shall indemnify the following Medical Treatment Expenses of the Insured for:
    - 2.3.2.1. an acute illness;
    - 2.3.2.2. an accident;
    - 2.3.2.3. a sudden exacerbation of a chronic disease due to which an Emergency Medical Assistance is required.
  - 2.3.3. The Insurer shall indemnify the Medical Treatment Expenses:
    - 2.3.3.1. Only until the moment when the Insured is able to return to the Republic of Latvia or the Home Country on his/her own, or when the Insured may be transported and his/her life is not endangered in the beginning of the transportation. The Insurer and the attending physician of the respective medical institution shall agree on the treatment period outside of the Home Country and the moment of repatriation taking into consideration the medical indications.
    - 2.3.3.2. If the Insured is urgently hospitalized due to acute worsening of his/her health condition in case of exacerbation of a chronic disease that has not manifested as a sudden and unexpected illness during the last 2 (two) years. The Insurer shall cover expenses for the Emergency Medical Assistance services received but no more than for 7 (seven) days of hospitalization, or for a surgical operation if such is necessary to provide Emergency Medical Assistance and may not be performed in the Home Country after the medical repatriation since postponement of it may endanger the life of the Insured.
    - 2.3.3.3. For medication prescribed by a physician and used in the treatment during the Travel.
    - 2.3.3.4. For transportation expenses to the medical institution in order to provide Emergency Medical Assistance to the Insured, based on the submitted documentary evidence for the land ambulance transportation, taxi services or expenses for private transportation.
    - 2.3.3.5. For travel expenses (economy class return ticket) for a qualified medical specialist or one family member if such presence during the transportation of the Insured is necessary in accordance with the attending physician's opinion and has been approved by the Insurer.
    - 2.3.3.6. The Insurer shall indemnify the Medical Treatment Expenses till the moment when the Insured is transported to the Republic of Latvia or the Home Country, however, not exceeding 30 (thirty) days after the expiry date of the Insurance Period.
  - 2.3.4. Dental care expenses:
    - 2.3.4.1. expenses incurred by the Insured in the Coverage Territory while receiving the dental care services.
    - 2.3.4.2. The Insurer based on the principle of compensation shall indemnify the dental treatment expenses incurred by the Insured in case of acute pain or dental trauma, which includes the dentist's consultation, an X-ray, anaesthesia, beginning of root canal treatment, and tooth extraction.
- 2.4. **Repatriation Costs**
  - 2.4.1. Medically justified compensation approved by the Insurer for expenses of medical repatriation of the Insured or transportation of his/her human remains.

- 2.4.2. The Insurer shall organize repatriation and cover the Repatriation Costs if such actions and costs have been approved by the Insurer and:
  - 2.4.2.1. repatriation of the Insured is medically justified;
  - 2.4.2.2. after hospitalization or out-patient treatment of the Insured, he/she is not physically capable to return to the Home Country on his/her own;
  - 2.4.2.3. health condition of the Insured allows for medical repatriation to continue the treatment in the Home Country.
- 2.4.3. The Insurer or its authorized representative shall organize transportation to the Home Country taking into consideration the Insured person's health condition and medical indications determined by the attending physician.
- 2.4.4. The Insurer or its authorized medical representative from the Republic of Latvia, who is going to arrange repatriation in cooperation with the local attending physician, shall take a decision on the repatriation time and means of transportation that are most appropriate for the health condition of the Insured.
- 2.4.5. The Insurer or its authorized representative shall organize and cover the costs for the transportation of the human remains related to:
  - 2.4.5.1. transportation of the human remains of the Insured to the Republic of Latvia or the Home Country;
  - 2.4.5.2. submitting and obtaining the documents and permits for transportation of the human remains;
  - 2.4.5.3. coffin costs and funeral expenses abroad.

## 3. Accident

- 3.1. The following events that have caused harm to the health or life during the travel and for which an Insurance Indemnity is provided for, shall be deemed as an Accident:
  - 3.1.1. traumas with subsequent disorders of anatomical wholeness of tissues and physiologic dysfunctions;
  - 3.1.2. herb or chemical poisoning;
  - 3.1.3. burns, frostbites, lightning or current impact;
  - 3.1.4. accidental ingestion of foreign bodies in respiratory or gastrointestinal tract;
  - 3.1.5. anaphylactic shock;
  - 3.1.6. drowning, cooling of a body.
- 3.2. The following events that have caused financial losses and for which an Insurance Indemnity is provided for, shall be deemed as at the moment of the Accident:
  - 3.2.1. damaged clothing;
  - 3.2.2. optical aids damaged at the moment of the accident.
- 3.3. The Insurer shall indemnify only provable and reasonable financial losses incurred by the Insured as a result of the Accident during the travel for:
  - 3.3.1. dry-cleaning and repair of the dirty or damaged clothes worn at the moment of the Accident, however, not exceeding the maximum Sum Insured of EUR 200 throughout the Insurance Period;
  - 3.3.2. for repair or purchase of the damaged, lost or stolen optical aids, special medical optical corrective appliances (glasses, contact lenses, frames, lenses) in the Home Country or for their rent or purchase abroad, however, not exceeding the maximum Sum Insured of EUR 200 throughout the Insurance Period.
- 3.4. **Trauma caused by an Accident:**
  - 3.4.1. The Insurer shall pay an Insurance Indemnity to the Insured for the trauma caused by an Accident during the travel that is specified in Clause 3.4.2 of the Regulations and justified by the medical documentation.
  - 3.4.2. The amount of the Insurance Indemnity shall be calculated as a percentage of the Sum Insured for the risk "Trauma Caused by an Accident" in the following amount:

No.	Trauma*	Insurance Indemnity in % of the Sum Insured
1	Fracture of cranial bones (except skull base)	20
2	Basilar skull fracture	25
3	Concussion with hospitalization	3
4	Traumatic brain and brain membrane haemorrhages	15
5	Brain matter damage	50
6	Femur fracture	15
7	Knee joint bone fracture	15
8	Shinbone fracture	12
9	Humerus fracture	3
10	Forearm bones fracture	7
11	Elbow joint bone fracture	15
12	Pelvic bone fracture	15
13	Femoral head or neck fracture	15
14	Calcaneal fracture	15
15	Tarsal bone fracture – per fracture	3
16	Toe phalange fracture – per fracture	3
17	Metacarpal bone fracture – per fracture	3
18	Completely torn joint ligaments	10
19	Clavicle fracture, scapula fracture	5
20	Bruised viscera with viscera damage	12
21	Vertebral arch fracture – per fracture	3
22	Vertebral body fracture – per fracture	10
23	Vertebral arch fracture with spinal cord damage	25
24	Rib fracture – per rib, sternum fracture	3
25	Nasal and facial bone fractures	10
26	Loss of one healthy tooth	3
27	Loss of two or more healthy teeth	5

\*In case as a result of an accident several traumas are sustained, the Insurance Indemnity shall be paid for only one, the most serious injury.

### 3.5. Irreversible Disability caused by an Accident:

- 3.5.1. the Insurer shall pay an Insurance Indemnity to the Insured for irreversible disability caused by an Accident if the Insured has become disabled no later than within one calendar year after the Accident causing the irreversible disability which has occurred during the Travel;

- 3.5.2. the irreversible disability caused by an Accident shall be justified by the medical documentation and verified by the resolution of the State Medical Commission for the Assessment of Health Condition and Working Ability;
- 3.5.3. the amount of the Insurance Indemnity shall be calculated as a percentage of the Sum Insured for the risk **“Irreversible Disability Caused by an Accident”** in the following amount:

No.	Trauma*	Insurance Indemnity in % of the Sum Insured
1	Loss of one arm up to the shoulder joint	70
2	Loss of one arm up to the elbow joint	60
3	Loss of a hand up to the wrist	50
4	Loss of a finger; per finger	3
5	Loss of a leg at the femoral level	75
6	Loss of a leg up to the knee joint	70
7	Loss of a leg at the shinbone level	50
8	Loss of a foot up to the ankle joint	45
9	Total and irrecoverable loss of sight in one eye	50
10	Total and irrecoverable loss of hearing in one ear	30
11	Total and irrecoverable loss of smell or taste	5
12	Total and irrecoverable loss of speech	50
13	Traumatic damage of the nervous system (central paralysis, tetra)	100
14	Traumatic damage of the nervous system (central paralysis, para)	60
15	Traumatic damage of the nervous system (central paralysis, mono)	30

\*In case as a result of an accident several traumas are sustained, the Insurance Indemnity shall be paid for only one, the most serious injury.

### 3.6. Death caused by an Accident:

- 3.6.1. the Insurer shall pay an Insurance Indemnity to the beneficiary in case of death of the Insured which has occurred no later than within one calendar year after the Accident that caused the death and happened during the Travel;
- 3.6.2. when paying the Insurance Indemnity for the death caused by an Accident, the amounts of the Insurance Indemnity for irreversible disability or trauma caused by an Accident paid out previously for the same Insurable Event shall be deducted from the Insurance Indemnity payable thereof.
- 3.7. **Further to the exceptions listed in Clause 6, the Insurer shall not pay the Insurance Indemnity:**
- 3.7.1. for a trauma caused by an Accident that is not listed in Clause 3.4.2 of the Regulations;
- 3.7.2. for irreversible disability caused by an Accident that is not listed in Clause 3.5.3 of the Regulations;
- 3.7.3. if the particular subcategory of the Accident Insurance risks (trauma, irreversible disability or death caused by an Accident) is not included in the Insurance Contract;

- 3.7.4. for the trauma, disability or death caused by an Accident that is related to a pathological process or its exacerbation;
- 3.7.5. for the trauma, disability or death caused by an Accident that is related to violating the instructions given by a physician regarding work, rest and treatment;
- 3.7.6. for a pathological and stress fracture caused as a result of the trauma;
- 3.7.7. for food poisoning (including toxic food infections);
- 3.7.8. for intoxication with alcohol, other intoxicating, psychotropic or narcotic substances;
- 3.7.9. for tick-borne encephalitis if full preventive vaccination has not been done before the Travel;
- 3.7.10. for the financial losses caused by an Accident if the Insured dies during the Travel.

#### 4. Sum Insured and Liability Limits

- 4.1. The Insurer defines the Sum Insured for each separate Insured Risk and the total Sum Insured for each Insured person throughout the insurance period.
- 4.2. The total Sum Insured per Insured person throughout the insurance period is EUR 49,000.
- 4.3. Liability limits for the Insured Risks:
  - 4.3.1. Emergency Medical Assistance – EUR 34,000 throughout the insurance period;
  - 4.3.2. transportation to the nearest medical institution – EUR 5,000 throughout the insurance period;
  - 4.3.3. repatriation to the Home Country in case of serious illness – EUR 5,000 throughout the insurance period;
  - 4.3.4. repatriation to the Home Country in case of death – EUR 5,000 throughout the insurance period;
  - 4.3.5. emergency dental care in case of acute toothache – EUR 200 throughout the insurance period;
  - 4.3.6. for medication prescribed by a physician and used in the treatment during the Travel – EUR 50 throughout the insurance period
- 4.4. The total maximum limit of Insurance Indemnity per Insurable Event in case of incurring expenses referred to in Clause 2.3.2.1, 2.3.2.2 and 2.3.2.3 is EUR 750.
- 4.5. Each Insurable Event referred to in Clause 2.3.2.1, 2.3.2.2 and 2.3.2.3 is subject to Deductible specified in the Insurance Policy. A double rate of Deductible specified in the Insurance Policy but no less than EUR 100 shall be applied to each Insurable Event for Insured persons under the age of 1 (one) year and those aged 75 (seventy-five) or over.

#### 5. Exceptions

- 5.1. **The Insurer shall not indemnify the following expenses:**
  - 5.1.1. for indirect losses or unearned income;
  - 5.1.2. for moral damages in connection with occurrence of an Insurable Event;
  - 5.1.3. if the expenses have been already compensated by a third party and he/she does not request to reimburse such expenses;
  - 5.1.4. if, in case of illness or accident, the Insured has not immediately and at the first opportunity sought medical assistance or has failed to comply with the physicians instructions;
  - 5.1.5. if the Insurance Premium has not been paid within the term and to the extent specified in the Insurance Contract;
  - 5.1.6. if upon conclusion of the Insurance Contract, during its validity or after incurring losses the Insured or the Policyholder provides false information or refuses to submit the information requested by the Insurer;
  - 5.1.7. if the Insured has not submitted the necessary documents or a written claim for Insurance Indemnity within the term stipulated in the Insurance Contract;
  - 5.1.8. if medical expenses are not related to emergency assistance required for treatment of a sudden illness or elimination of consequences of a trauma;
  - 5.1.9. for treatment provided by rehabilitation institutions, health resorts or sanatoriums;

- 5.1.10. expenses for medical services if such have been provided during the period of time when the Insured person's state of health has improved to the extent that the Insured is able to return to his/her Home Country on his/her own or accompanied by another person;
- 5.1.11. losses related to incapacity for work, disability to go on a trip or an excursion, to spend holidays abroad, ticket and hotel reservations, moral damages etc.;
- 5.1.12. medical services related to pregnancy, diagnostics of pregnancy and expenses related to premature birth (miscarriage), childbirth and complications thereof, except cases when costs related to the first aid which is necessary for saving the Insured person's life, are compensated once during the period of validity of the Insurance Policy;
- 5.1.13. expenses for treatment of sexually transmitted diseases, including AIDS, as well as for treatment of all diseases related to HIV;
- 5.1.14. expenses for medical assistance due to the use of alcohol, drugs or toxic substances or consequences of such usage, or as a result of using medicine not prescribed by a doctor;
- 5.1.15. expenses related to treatment and diagnostics of chronic diseases and any other illnesses, regardless of their stage, suffered from prior to the Insurance Policy coming into effect, except cases when costs related to the first aid which is necessary for saving the Insured person's life, are compensated once during the period of validity of the Insurance Policy;
- 5.1.16. expenses for planned dental treatment and prosthetics;
- 5.1.17. expenses for plastic and cosmetic surgery, purchase and repair of auxiliary aids (glasses, hearing aids, prostheses and other aids);
- 5.1.18. expenses incurred as a result of accidents related to warfare, emergency conditions, mass riots and natural disasters;
- 5.1.19. expenses related to the Insured person's death as a result of a car crash if the Insured has driven the vehicle without a driver's license or under the influence of alcohol, drugs or toxic substances, or if he/she was a passenger in a vehicle and knew that the vehicle driver was driving without a driver's license or under the influence of alcohol, drug or toxic substances;
- 5.1.20. expenses for injury treatment incurred during the Accident when the Insured himself/herself or acting as an accomplice has made an attempt or committed any kind of a crime or administrative offence;
- 5.1.21. expenses related to the Insured person's death if he/she has committed a suicide or has made an attempt to do so, or if he/she has injured himself/herself or has asked someone else to hurt him/her with an explicit intent to receive an insurance indemnity;
- 5.1.22. expenses for treatment of mental disorders;
- 5.1.23. medical treatment expenses as a result of an accident or disease caused by radioactive, poisonous, explosive or any other dangerous substances, nuclear equipment or their components;
- 5.1.24. in the event when the Insured may qualify for reimbursement of medical expenses in compliance with any other type of compulsory or voluntary insurance;
- 5.1.25. expenses incurred by the Insured in his/her Home Country;
- 5.1.26. if expenses have been incurred as a result of the treatment which, in the physicians' opinion, including that of a dentist, could have been postponed until the Insured returns to his/her Home Country;
- 5.1.27. medical treatment expenses incurred as of the moment when the Insured person's attending physician establishes that the Insured person's state of health allows him/her returning to his/her Home Country either on his/her own or accompanied by another person. In case of a recommendation from the attending physician the Insured may not reject an offer of transportation to a medical institution of his/her Home Country for further treatment;
- 5.1.28. if the total Insurance Indemnity payable per person for one or several Insurable Events which have occurred during the period of validity of the Insurance Contract, exceeds the Sum Insured or the liability limit for the particular Insurable Risk, or the total Sum Insured per Insured person throughout the insurance period.

5.2. **The following incidents shall not be deemed as Insurable Events:**

- 5.2.1. occurrence of an insurable risk that is not specified in the Insurance Contract;
- 5.2.2. incidents that have happened before the Insurance Contract entered into force;
- 5.2.3. incidents caused by the Insured due to malicious intent or gross negligence;
- 5.2.4. incidents caused by the Insured person's deliberate action including the Insured person's suicide, suicide attempt, exposure to extreme danger, except when saving someone else's life;
- 5.2.5. incidents caused by warfare, invasions, civil wars, effects of war, revolutions, rebellions, uprising, upheaval, mass riots, strikes, sabotage, and terror acts;
- 5.2.6. incidents caused by sudden illness or accident as a result of the Insured engaging in any Amateur or Professional sports, Winter sports or Extreme leisure activities, for instance, motorsports, participating in motorbike or auto-racing or competitions, motor rally, engaging in any kind of winter sports, mountaineering, scuba diving, water skiing, rugby etc.;
- 5.2.7. incidents caused by sudden illness or accident, which has happened while the Insured is piloting any kind of 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, engaging in parachute jumping, gliding, sailing sports, or navigating a sailing vessel outside coastal waters or navigating a boat/vessel designed for sailing with a speed exceeding 30 knots;
- 5.2.8. incidents caused by a natural disaster or pandemic;
- 5.2.9. if at the moment of incident the Insured was in the territory that is not specified as the Coverage Territory in the Insurance Contract;
- 5.2.10. incidents caused by a reason that was known to the Insured or the Policyholder but was not disclosed or was hidden from the Insurer before conclusion of the Insurance Contract, and is directly related with the Insurable Event;
- 5.2.11. incidents caused by psychiatric or mental disorders, loss of memory, cramp or epilepsy attacks or an acute health disorder with the loss of consciousness;
- 5.2.12. if the Insured travelled with a purpose to receive medical treatment;
- 5.2.13. if, upon occurrence of an Insurable Event, the Insured was under the influence of alcohol (the blood alcohol content exceeding the level permissible for drivers in the Republic of Latvia) or narcotic substances.

## 6. Entry into Force of the Insurance Contract

- 6.1. The Insurance Contract shall enter into force on the date and at the time specified in the Insurance Contract, provided that the Insurance Premium payment has been made within the term and to the extent specified therein.
- 6.2. The Insurance Contract shall be valid only with regard to the Insured Risks and in the Coverage Territory specified in the Insurance Contract.
- 6.3. Lack of the Policyholder's signature in the Insurance Contract shall not affect validity of the Insurance Contract.
- 6.4. When concluding the Insurance Contract, the Policyholder shall have an obligation to inform the Insurer about all circumstances affecting assessment of the Insurable Risks and fulfilment of provisions of the Insurance Contract. If the Policyholder has failed to fulfil the obligation of providing information, the Insurance Contract shall be deemed null and void as of the moment of its conclusion.

## 7. Procedure of the Insurance Premium Payment

- 7.1. The Policyholder shall have an obligation to pay the Insurance Premium within the term and to the extent specified in the Insurance Contract.
- 7.2. The Policyholder shall have the right to pay the Insurance Premium in cash or by a bank transfer.

- 7.3. If the Insurance Premium is paid by a bank transfer, the date of payment shall be deemed the date when the money has been transferred into the bank account of the Insurer or the insurance broker who is authorized to collect the Insurance Premiums on behalf of the Insurer and who has mediated conclusion of the respective Insurance Contract.

## 8. Early Termination of the Insurance Contract

- 8.1. The Insurance Contract shall be terminated before its expiry date if:
  - 8.1.1. As a result of occurrence of an Insurable Event the Insurance Indemnity is paid in full amount of the Sum Insured.
  - 8.1.2. Upon mutual agreement by the Parties.
  - 8.1.3. The Insured Risk has occurred due to malicious intent or gross negligence of the Insured, Policyholder or Beneficiary (the Insurance Contract shall be deemed as terminated as of the moment of establishing the aforesaid facts).
  - 8.1.4. During the period of validity of the Insurance Contract or after incurring losses, the Policyholder, the Insured or Beneficiary provides false information with a malicious intent or due to gross negligence, or refuses to submit the information requested by the Insurer.
  - 8.1.5. Other conditions of termination of the Insurance Contract stipulated in the Insurance Contract or the effectual laws and regulations of the Republic of Latvia have set in.
  - 8.1.6. Unless stipulated otherwise in the Insurance Contract or the effectual laws and regulations of the Republic of Latvia, the paid Insurance Premium shall not be refunded in case of early termination of the Insurance Contract.
  - 8.1.7. The refundable part of the Insurance Premium stipulated in the Insurance Contract or the effectual laws and regulations of the Republic of Latvia shall be calculated by deducting the share of the Premium corresponding to the actual period of validity of the Insurance Contract, expenses related to conclusion of the Insurance Contract and calculated according to the Insurer's effectual methodology (expenses related to conclusion of the Insurance Contract may not comprise more than 25% of the total Insurance Premium specified in the Insurance Contract), and the amount of the Insurance Indemnity paid under the Insurance Contract, from the Insurance Premium specified in the Insurance Contract.
  - 8.1.8. If the Insurance Contract represents a Distance Insurance Contract and its Insurance Period is not shorter than 1 (one) month, the Policyholder shall be entitled to exercise the right of withdrawal and unilaterally withdraw from the Insurance Contract within 14 (fourteen) days after conclusion of the Insurance Contract by notifying the Insurer thereof in writing (address: Gustava Zemgala avenue 74A, Riga, LV-1039). In such case the entire Insurance Contract shall become null and void with regard to the whole insurable object. The Insurer shall refund that amount of the Insurance Premium which is calculated by deducting relevant percentage of the Premium for the actual period of validity of the Insurance Contract from the paid Insurance Premium.

## 9. Obligations of the Policyholder and the Insured

- 9.1. The Policyholder shall have an obligation to inform the Insured that he/she is insured, and to introduce with the insurance terms and conditions.
- 9.2. Upon conclusion of the Insurance Contract, the Policyholder and the Insured shall have an obligation to provide all information requested by the Insurer about circumstances which are essential for conclusion of the Insurance Contract.
- 9.3. The Insured or the Policyholder shall have an obligation during the term of validity of the Insurance Contract to inform the Insurer in writing within 3 days about any changes or other circumstances that may increase the Insured Risk.
- 9.4. The Policyholder, the Insured and the Beneficiaries shall have an obligation to prove the fact and consequences of an Insurable Event, as well as to provide all information and documents requested by the Insurer confirming occurrence of the Insurable Event.

- 9.5. The Insured shall inform about all circumstances that may affect extension of the Contract.
- 9.6. Obligations stipulated in the Insurance Contract shall be equally applied also to the Beneficiaries.
- 9.7. Upon occurrence of an Insurable Event the Policyholder or the Insured shall have an obligation:
  - 9.7.1. To act according to the procedure stipulated in the laws and regulations, and, depending on the nature of the Insurable Event to immediately seek medical assistance or to report to the police, rescue service or any other competent authority.
  - 9.7.2. Immediately but no later than within 3 (three) business days after the moment when it has become possible, to inform the Insurance Company or the Insurer's representative specified in the Insurance Contract about occurrence of an Accident, and to follow the Insurer's or its authorized representative's instructions
  - 9.7.3. To submit to the Insurer in writing a specific insurance claim within 1 (one) calendar month after the moment of notifying about occurrence of an Accident by giving a detailed description of an Accident.
  - 9.7.4. To take all necessary and reasonable measures to reduce or to eliminate the potential losses.
  - 9.7.5. To participate, as far as possible, in establishing the circumstances and causes of the Insurable Event, including, but not limited to, finding out the potential perpetrators (responsible persons) and witnesses of the Insurable Event.
  - 9.7.6. To ensure a possibility for the Insurer or its authorized representative to establish and assess the causes and circumstances of the Insurable Event and the extent of losses thereof;
  - 9.7.7. To inform the Insurer about other valid insurance contracts with regard to the same Insurable Risk.
  - 9.7.8. To submit to the Insurer copies of documents, as well as their originals, if requested by the Insurer, related to occurrence of an Insurable Event and the extent of losses thereof:
    - 9.7.8.1. receipts or invoices showing details of the person who has received the service (name, surname, date of birth), and details of the service provider (name, registration number, bank details), precise name and quantity of the service, start and end date of rendering the service;
    - 9.7.8.2. documents issued by the relevant authorities;
    - 9.7.8.3. a document issued by the service providers showing the details about the amount of compensation paid;
    - 9.7.8.4. any other documents upon the Insurer's request;
    - 9.7.8.5. In case of medical treatment and/or repatriation:
      - 9.7.8.5.1. a statement from the medical institution confirming the Accident or illness, which shows full diagnosis, the treatment applied, and test results confirming the diagnosis;
      - 9.7.8.5.2. a copy of the prescription based on which medication or medical products were bought;;
      - 9.7.8.5.3. pregnancy notes, a vaccination card etc.;

## 10. Decision on the Insurance Indemnity

- 10.1. The Insurer shall make a decision on the payment of or a refusal to pay the Insurance Indemnity within 1 (one) month following the receipt of all required documents. If due to objective reasons the Insurer is unable to make a decision in such time, the Insurer may prolong it for the period of up to 6 (six) months from the date when an insurance claim was received, informing the person entitled to receive the Insurance Indemnity in writing thereof.
- 10.2. If in connection with the Insurable Event an administrative or a criminal case is initiated against the Policyholder, the Insured or the third party, the Insurer shall make a decision on the payment of the Insurance Indemnity only after the court judgement or decision enters into legal force and it is submitted to the Insurer.
- 10.3. When making a decision on the payment of the Insurance Indemnity, the Insurer shall calculate it according to the terms and conditions of the Insurance Contract and the Insured Risks based on the principle of compensation by indemnifying the provable and reasonable expenses of the Insured.

- 10.4. The Insurance Indemnity shall be paid to the Insured but in case of death of the Insured – to the Beneficiary.
- 10.5. Upon agreement of the Parties, before complete calculation of losses is carried out, the Insurer may pay out a part of the Insurance Indemnity to the extent that is not contested by either of the Parties.
- 10.6. The Insurance Indemnity shall be paid within 5 (five) business days after the date of making a decision on the Insurance Indemnity.
- 10.7. The Insurance Contract, under which the Insurance Indemnity is paid, shall remain in force until the end of the term specified in the Policy taking into consideration the Sum Insured for the particular risk specified in the Insurance Contract, that is reduced by the amount of the Insurance Indemnity paid thereof.

## 11. Subrogation Claim

- 11.1. As of the moment of receipt of the Insurance Indemnity the Insured shall transfer to the Insurer his/her right of claim against the person responsible for the losses in the amount of the Insurance Indemnity paid thereof.

## 12. Final Provisions

- 12.1. The Parties shall have the right, upon mutual written agreement, to incorporate additional terms and conditions and limitations of liability in the Insurance Contract.
- 12.2. The Insurer's activities are supervised by the Financial and Capital Market Commission.
- 12.3. The Policyholder agrees that the Insurer as the system administrator and operator of the personal data processes the Policyholder's and the Insured person's personal data including sensitive personal data and personal identification (classification) numbers for the purposes of ensuring performance of the Insurance Contract in accordance with the Personal Data Protection Law and other laws and regulations of the Republic of Latvia.
- 12.4. For the purposes of conclusion and performance of the Insurance Contract, the Insurer shall have the right to transfer the personal data to the Insurer's employees, specialists, experts, Insurer's authorised representative, co-insurers and reinsurers.
- 12.5. In all cases not specified in the Insurance Contract, the Parties agree to apply the law "On Insurance Contract" and other effectual laws and regulations of the Republic of Latvia for governing their mutual relationships.
- 12.6. All disputes arising from the Insurance Contract shall be settled by means of negotiations. Should the Parties fail to come to an agreement, the disputes shall be subject to the procedure provided for in the effectual laws and regulations of the Republic of Latvia.
- 12.7. In case of discrepancy or inconsistency between the Latvian text of these Terms and Conditions and any translation, the Latvian version shall prevail.