



# General Insurance Terms and Conditions No V1.3

Valid as of - 3rd of February 2020

## 1. Terms and definitions

- 1.1. **Insurer** – ADB “Gjensidige”, Žalgirio g. 90, LT-09303, Vilnius, Lithuania, represented in the Republic of Latvia by ADB “Gjensidige” Latvian Branch, registration No 40103595216, legal address: Gustava Zemgala avenue 74A, Riga, LV-1039, Latvia, telephone: (+371) 6711 2222, internet site: www.gjensidige.lv, e-mail: info@gjensidige.lv.
- 1.2. **Policyholder** – a person who has concluded an Insurance Contract with the Insurer in favour of oneself or another person.
- 1.3. **Insured person or Insured** – a person specified in the Insurance Contract or a person to be defined in accordance with the Insurance Contract, who has an Insurable Interest and for the benefit of whom the Insurance Contract has been concluded.
- 1.4. **Insurance Contract** – an agreement between the Insurer and Policyholder, whereby the Policyholder is obliged to pay Insurance Premium to the Insurer in the manner expressly agreed in the Insurance Contract and as per the terms and to the extent stipulated therein, as well as to fulfil all other obligations under the Insurance Contract, and the Insurer is obliged, upon occurrence of an Insurance Event, to pay the Insurance Indemnity to the person specified in the Insurance Contract in accordance with the provisions of the Insurance Contract, as well as to fulfil all other obligations under the Insurance Contract.
- 1.5. **Distance insurance contract** – an insurance contract, concluded between the Insurer and Policyholder by means of distance communication (telephone, facsimile, internet, electronic mail).
- 1.6. **Insurance Object** – an object specified in the Policy or in the Insurance Contract which may be material assets or interests, person’s third party liability, life, health or physical condition.
- 1.7. **Insurable Interest** – the Insured Person’s interest to avoid losses upon occurrence of an Insured Risk.
- 1.8. **Policy** – a document issued by the Insurer, which certifies the conclusion of an Insurance Contract.
- 1.9. **Insurance Period** – a period of time, for which Insurance Premium is paid according to the Insurance Contract, and during which insurance coverage is valid.
- 1.10. **Insured Risk** – an event specified in the Insurance Contract that is beyond control of the Insured and is likely to occur in the future.
- 1.11. **Insurance Premium** – payment for insurance specified in the Insurance Contract.
- 1.12. **Insurance Territory** – the territory specified in the Insurance Contract (territory, address, area, country or region), where the Insurance is valid. The Insurer shall have no duty to fulfil obligations under the Insurance Contract in respect of events occurring outside the Insurance Territory.
- 1.13. **Deductible** – a part of the Sum Insured or loss specified in the Insurance Contract and expressed as a fixed amount or percentage which is deducted from Insurance Indemnity or paid by the Insured for each Insurance Event upon occurrence of such event.
- 1.14. **Sum Insured** – the extent of the Insurer’s liabilities defined in the Insurance Contract and expressed as a fixed amount or specific procedure for calculating such amount.
- 1.15. **Indemnity limit** – maximum limit of indemnity specified in the Insurance Contract, which may be defined for example, for Insurance Object or Insurance Event. If the Indemnity limit is defined, provisions on underinsurance are not applied.
- 1.16. **Insurance Event** – an event having causal relationship to the insured risk upon the occurrence of which the insurance indemnity is provided for according to the Insurance Contract.
- 1.17. **Insurance Indemnity** – an amount of money payable for the Insurance Event or services to be rendered in accordance with the Insurance Contract.
- 1.18. **Beneficiary or a Recipient of the indemnity** – a person specified in the Insurance Contract who is entitled to receive Insurance Indemnity or any part thereof in the cases stipulated in the Insurance Contract.

- 1.19. **Insurance Application** – a document or any other information which the Policyholder submits to the Insurer in order to inform it about the Insurance object, facts and circumstances, that is required to assess the Insured Risk.
- 1.20. **Insurance Proposal** – Insurer’s suggestion to conclude or amend an Insurance contract.

## 2. Insurance contract documents

- 2.1. Insurance Contract consists of the following documents: Policy, terms and conditions of an insurance product specified in the Policy, General Insurance Terms and Conditions, Insurance Application if such has been submitted, and any other documents (e.g. a list of Insurance Objects, list of Insured persons) specified in the Insurance Policy.
- 2.2. In case of discrepancies among various documents that constitute the Insurance Contract, the Policy shall prevail, followed by the terms and conditions of a specific insurance product and (then) General Insurance Terms and Conditions. All matters not covered by the aforementioned documents shall be governed by the applicable laws and regulations of the Republic of Latvia.
- 2.3. Insurance Contract is concluded in Latvian, unless the Policyholder and Insurer have agreed on concluding the Insurance Contract in any other language.
- 2.4. If the Insurance Contract is drawn up in Latvian and any other foreign language, the Latvian version shall prevail in case of discrepancies, unless specified otherwise in the Insurance Contract.
- 2.5. The Insurance Contract shall be signed in accordance with the Insurance Contract Law and other applicable regulatory enactments of the Republic of Latvia.

## 3. Conclusion and Amendment of Insurance Contract

- 3.1. For the purposes of concluding Insurance Contract, the Insurer is entitled to request an Insurance Application from the Policyholder.
- 3.2. Insurance Application shall not impose any obligation upon the Insurer to conclude an Insurance Contract or to assume any liability to cover losses incurred by an applicant; neither shall it oblige the applicant to assume any liabilities.
- 3.3. The Insurance contract may be concluded in person or by means of distance communication.
- 3.4. An Insurance Contract shall be deemed as concluded when at least one of the following conditions is satisfied:
  - 3.4.1. the Insurer and Policyholder have mutually signed the Insurance Contract;
  - 3.4.2. the Policyholder has paid Insurance Premium or its first instalment thereof as per the procedure, in the manner and to the extent defined in the Insurance Proposal;
  - 3.4.3. the Policyholder expresses his/her consent for concluding the Insurance Contract in any other manner specified by the Insurer.
- 3.5. The Insurer issues a Policy to the Policyholder, which certifies the conclusion of the Insurance contract, in person or in a requested manner by sending it electronically or via mail.
- 3.6. Before the end of the Insurance period Insurer is entitled to inform the Policyholder of this and simultaneously send a proposal to conclude repeated Insurance Contract. The Policyholder is allowed to accept the proposal only if the information provided upon conclusion of the first insurance contract has not changed regarding the insurance object, as well as regarding the assessment of the probability of occurrence of the insured risk and the possible amount of losses.
- 3.7. Insurance Contract may be amended according to the procedure stipulated in the laws and regulations by a separate agreement between the Policyholder and the Insurer.

## 4. Payment of Insurance Premium

- 4.1. The Policyholder shall have an obligation to pay Insurance Premium in the manner, within the terms and in the amount set in the Insurance Contract.

- 4.2. If the payment of the Insurance Premium is executed by a bank transfer, the date of payment shall be deemed the date when the Insurer has received it in the specified bank account.
- 4.3. If the Insurance Premium or its first instalment is not paid in the manner, within the term and in the amount set in the Insurance Contract, the Insurance Contract shall be deemed null and void as of the moment of its conclusion, taking into consideration the procedure provided for in the legal enactments. The Policyholder will not be separately notified of the Insurance Contract not coming into effect.
- 4.4. If the Policyholder fails to pay the subsequent (second or any subsequent) Insurance Premium payment in the manner, within the term and in the amount set in the Insurance Contract the Insurer shall send a warning on the delayed payment of the Insurance Premium to the Policyholder.

## 5. Termination of the Insurance Contract

- 5.1. The Insurance Contract shall be terminated on the moment the Insurer has fully fulfilled its obligations, Insurable Interest ceases to exist or in any other cases established by legal enactments.
- 5.2. The parties to Insurance Contract shall have the right to terminate such Insurance Contract according to the procedure and on the grounds established by the legal enactments, as well as upon mutual agreement by the parties.
- 5.3. Any contracting party shall be entitled to unilaterally terminate the Contract once Insurance Indemnity has been paid (this condition does not apply to Health insurance contracts). Insurance Contract shall be terminated on the day specified in the notification, but no less than after 15 (fifteen) days after the respective contracting party has sent a notice of Contract termination.
- 5.4. If the Policyholder fails to pay the subsequent Insurance Premium payment in the manner, within the term and in the amount set in the warning, the Insurance Contract shall be deemed terminated as of the first day after the term for the payment of the subsequent Insurance premium payment specified in the Insurance Contract.
- 5.5. In the case of termination of the Insurance Contract, unless otherwise stated in these Terms and Conditions, terms and conditions of a specific insurance product or in legal enactments, the Policyholder shall be refunded the unused part of Insurance Premium from which the Insurer deducts expenses related to conclusion of the Insurance Contract in the amount of 15% (fifteen per cent) of the remaining Insurance Premium, but no more than of the Insurance premium for one year, and already payed insurance indemnity.
- 5.6. If the Insurance Contract has been concluded as a Distance Insurance Contract and its period of validity is at least 1 (one) month, the Policyholder, who is a consumer - natural person, 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. In such case the Insurance Contract shall become null and void. 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.

## 6. Obligations of Parties to Insurance Contract

### 6.1. Obligations of the Insured and Policyholder:

- 6.1.1. prior to conclusion of the Insurance Contract to provide true, precise and sufficient information requested by the Insurer regarding condition of the Insurance Object and circumstances, necessary for the Insurer to assess the insured risk and extent of potential losses, and to inform the Insurer about any and all significant circumstances which are known to the Policyholder or Insured and which might affect assessment of an Insured Risk, Insurer's decision on providing the Insurance Proposal or conclusion of the Insurance Contract;

- 6.1.2. upon the Insurer's request to submit documents, which are necessary for the conclusion of the Insurance Contract, as well as to allow to inspect the Insurance object prior to conclusion of the Insurance Contract or to verify its condition;
- 6.1.3. to inform the Insurer about other valid insurance contracts with regard to the same Insurance Object;
- 6.1.4. during the entire validity period of the Insurance Contract to inform the Insurer immediately about changes in the information on the Insurance Object and all known circumstances, which may significantly increase the probability of occurrence of the Insured Risk or the extent of the potential losses, especially with regard to the information provided upon the conclusion of the Insurance Contract. The condition specified in this Paragraph shall not be applied to the changes in the personal health data;
- 6.1.5. to comply with applicable legal enactments of the Republic of Latvia, terms and conditions of the Insurance Contract, safety requirements and instructions, as well as to take all necessary measures to prevent occurrence of an Insurance Event and to reduce the possible damage, not to increase the Insured Risk and not to allow it to be increased by persons for whom the Insured or Policyholder is liable;
- 6.1.6. to act in a prudent manner and take reasonable measures to avoid any potential adverse consequences;
- 6.1.7. the Policyholder shall have an obligation to inform the Insured that he/she is insured, and to introduce him/her with terms and conditions of this Insurance Contract;
- 6.1.8. it shall be the obligation of the Insured to inform the Beneficiary about the concluded Insurance Contract and insurance terms and conditions with regard to the Beneficiary.

### 6.2. Obligations of the Insured after occurrence of the Insurance Event:

- 6.2.1. to immediately take all possible reasonable measures to save the Insurance Object, to reduce and prevent the possible damage, as well as to prevent escalation of damage;
- 6.2.2. to immediately inform the police, if illegal activities of third parties have been suspected, or the local fire and rescue service, if the event involves a fire or explosion;
- 6.2.3. at the earliest opportunity to notify the Insurer about the occurrence of the Insurance Event personally or through an authorised representative as per procedure stipulated in the Insurance Contract, stating the data concerning the Insurance Event, the expected amount of damage, circumstances for their occurrence, and to follow any instructions given by the Insurer, if any thereafter;
- 6.2.4. to allow the Insurer within the handling of claim to establish and assess the reasons and extent of damages incurred as a result of the Insurance Event, circumstances for their occurrence, and to submit all the information and documents at his/her disposal to the Insurer, which characterize the occurrence of the Insurance Event and the damages caused by it and which are requested by the Insurer, as well as to fulfil other obligations stipulated in the Insurance Contract.

### 6.3. Obligations of the Insurer:

- 6.3.1. to introduce the Policyholder with the Terms and Conditions of the Insurance Contract before conclusion of the Insurance Contract;
- 6.3.2. to register an insurance claim and inform the Insured about the procedure of claim handling and compensation of damage;
- 6.3.3. to commence insurance claim handling process after the receipt of an insurance claim from the Insured and to determine the amount of damage to be indemnified;
- 6.3.4. to inform the person, who is entitled to qualify for the insurance indemnity about documents necessary for determining the reasons and amount of damage caused as a result of an Insurance Event;
- 6.3.5. to consider complaints received and respond to them within the term and according to the procedure provided for in the legal enactments;



- 6.3.6. to introduce the person, who is entitled to qualify for the insurance indemnity with documents held by the Insurer that confirm the decision regarding payment of, or refusal to pay, the Insurance Indemnity which such person is entitled to, or to issue copies of such documents. The person, who is entitled to qualify for the insurance indemnity has the right to receive copies of documents for a fee that does not exceed the cost of preparing the copies of documents. The Insurer shall have no obligation to introduce with the documents and to issue their copies if, in connection with the circumstances causing the Insured Risk, the Insurer has submitted documents to law enforcement authorities within the framework of criminal proceedings, or if the documents contain business secret of another entity or personal data which the Recipient is not entitled to obtain.
- 6.3.7. to make a decision on the insurance indemnity payment only after the verification of the occurrence of the Insured Risk and extent of damage;
- 6.3.8. to provide any circumstances, which served as a basis for the refusal to pay Insurance Indemnity or decrease its amount.

#### **6.4. Beneficiary and Its Rights and Obligations:**

- 6.4.1. The Beneficiary shall be deemed equivalent to the Insured in respect of fulfilment of obligations under the Insurance Contract after occurrence of an Insurance Event;
- 6.4.2. The Beneficiary shall be defined or changed in accordance with the specifications of the Policyholder or the Insured, taking into consideration the provisions of the legal enactments.

### **7. Insurance Indemnity**

- 7.1. Upon occurrence of an Insurance Event the Insurer shall pay the Insurance Indemnity to the person specified in the Insurance Contract in accordance with Terms and Conditions of the Insurance Contract.
- 7.2. In the event the reason or extent of the damage incurred in the Insurance Event has not been defined in full, the Insurer may pay out the insurance indemnity to the extent that is not contested by either of the Parties.
- 7.3. The Insurer shall be entitled to withhold from the payable Insurance Indemnity the amount of Insurance Premium that is outstanding until the end of Insurance Period, unless the legal enactments provide for otherwise.
- 7.4. If the Insurer does not have any data concerning the name and bank account number of the person entitled to receive Insurance Indemnity, the Insurer shall not be obliged to pay the Indemnity before receiving such data.
- 7.5. The Insurer shall make a decision on the payment of the Insurance Indemnity within 30 (thirty) days following the day of receipt of all documents that are necessary for consideration of the insurance claim (an insurance claim, confirmations from the respective national authorities, documents confirming the extent of damage, statements, authorizations etc.).
- 7.6. If damage caused as a result of occurrence of an Insured Risk has been indemnified, in part or in full, by another person or entity, the Insured shall have an obligation to inform the Insurer thereof.
- 7.7. The Insured or the Beneficiary (recipient of indemnity) shall have an obligation to refund Insurance Indemnity or any part thereof to the Insurer, if circumstances are determined after indemnification of the damage that prove unjustified payment of the entire Indemnity or any part thereof, or if the damage is indemnified by any other person or entity.
- 7.8. The amount of insurance indemnity per insured event may not exceed the amount of proprietary damage caused as result of the insured event (compensation principle), and the sum insured or the limit of indemnity.

### **8. The Insurer's Right to Refuse the Insurance Indemnity Payment**

- 8.1. The Insurer shall be partly or fully released from obligation to pay an Insurance Indemnity if:

- 8.1.1. the damage has not occurred as a result of an Insurance Event;
- 8.1.2. the Insurance Event has not occurred in the Insurance Territory, during the Insurance Period or if damage was caused to an item that does not have insurance cover for some other reason (incl. the part of damage exceeding the Sum Insured or Indemnity Limit);
- 8.1.3. the Policyholder or Insured has failed to fulfil any obligation under the Insurance Contract and there is a causal relationship between default of such obligation and Insurance Event and/or the damage caused as a result thereof;
- 8.1.4. the Policyholder has failed to pay Insurance Premium by the term stated in the Insurance Contract (or term specified in the warning sent by the Insurer with regard to the delayed payment) and an Insurance Event occurs after the expiry of the term of Insurance Premium payment;
- 8.1.5. the Insurance Event has occurred as a result of deliberate action, gross negligence, malicious intent by the Policyholder, Insured or Beneficiary or their criminal offence, for which the final judgement in the criminal procedure has become effective;
- 8.1.6. the Policyholder or Insured has deluded or attempted to delude the Insurer with regard to the circumstances and/or the amount of damage or has otherwise attempted to deceive the Insurer with regard to the Insurance Contract or circumstances of its fulfilment thereof.
- 8.2. If due to the malicious intent or gross negligence of the Insured it is not possible to raise a claim in favour of the Insurer against the person held liable for the caused damage, the Insurer may refuse to pay the indemnity in the amount, for which it will not be possible to raise the claim or, if the indemnity has been paid out, to request the Insured to pay back the paid insurance indemnity.

### **9. Acquisition of the Right of Recourse**

- 9.1. Payment of the Insurance Indemnity entitles the Insurer to raise a subrogation claim against the person who is liable for the caused damage to the extent of the paid Insurance Indemnity in accordance with the procedure and within the scope stipulated in the legal enactments.
- 9.2. The Insured shall have an obligation to assist the Insurer in providing data, documents, explanations etc. that are necessary for exercising such right of recourse.

### **10. Confidentiality and Processing of Personal Data**

- 10.1. The Insurer, Policyholder, Insured and Beneficiary undertake to ensure confidentiality of information in respect of other contracting parties and information acquired during the conclusion and execution of the Insurance Contract.
- 10.2. Contracting parties undertake not to disclose to third parties information related to this Insurance Contract, except when it is necessary for conclusion and execution of an Insurance Contract, and a contracting party has explicitly given its consent, in the events stipulated in the legal acts or exists any other legal basis thereof.
- 10.3. The Insurer acts as a data controller and processes personal data according to General Data Protection Regulation and other legal acts on personal data protection. The Insurer processes personal data, including personal data of special categories (for example, health data), with the purpose to conclude and execute an Insurance Contract, including to assess the Insured Risk, prepare and provide an Insurance Proposal, conclude the Insurance Contract, handle an Insurance Claim and make a decision, inform the Policyholder about the expiration of the Insurance Contract, and provide other services and operations related to the Insurance Contract.
- 10.4. The Insurer processes personal data received from the Policyholder, who wishes to use or uses services of the Insurer, as well as personal data legally acquired from other sources (for example, from the state and private registers, from the third parties).

- 10.5. The Insurer processes the personal data only if the processing is necessary for conclusion and execution of an insurance contract, for compliance with a legal obligation, to protect life and health of a person, to perform a task in the public interest, for legitimate interests of the Insurer or of a third party, or the data subject has given a consent to the processing.
- 10.6. The Insurer can disclose the personal data to service providers and partners if it is necessary to perform a task in relation to execution of the Insurance Contract or the Insurer is required by legal acts to disclose the personal data.
- 10.7. A person is entitled to access his/her personal data, which is processed by the Insurer and receive information on how the personal data is processed, as well as to request to correct insufficient, incorrect or inaccurate data, as well as to request that personal data is deleted, to limit or restrict its processing, as well as to request to transfer personal data or file a complaint to a supervision authority. The Insurer shall provide a response within one month of receipt of the request. That period may be extended by two further months where necessary, taking into account the complexity and number of the requests.
- 10.8. Detailed information on the data processing principles of the Insurer is available at the website [www.gjensidige.lv/privatums](http://www.gjensidige.lv/privatums). E-mail address of the Data Protection Officer appointed by the Insurer: [dpo@gjensidige.lt](mailto:dpo@gjensidige.lt).
- 11. Notices, Complaint and Dispute Resolution**
- 11.1. All notices, complaints, applications, requests, information and claims shall be submitted to the other contracting party in a written reproducible format in person, sending by mail, e-mail or via courier service.
- 11.2. Upon the request of the Policyholder, the Insured person or other person entitled to the insurance indemnity, the Insurer shall provide its statements, requests and information free of charge in writing.
- 11.3. The Parties to the Insurance Contract shall be required to inform the other Party of the contract of the changed address or other contact details within 15 (fifteen) days from the change of contact details.
- 11.4. A Policyholder, Insured person or other person entitled to the insurance indemnity may submit complaints related to the Insurance Contract, services or products, payment of Insurance Indemnities or results raising therefrom to the Insurer in the following ways:
- 11.4.1. by sending an e-mail letter to: [info@gjensidige.lv](mailto:info@gjensidige.lv);
- 11.4.2. by submitting a complaint to the Insurer's head office at Gustava Zemgala gatve 74A, Riga, LV-1039, Latvia;
- 11.4.3. by submitting a complaint to the Insurer's representative offices.
- 11.5. When submitting a complaint specified in Paragraph 11.4, the complainant shall provide his/her identification information (natural person – name, surname and information that allows to clearly identify the person; legal person – name and registration number) and contact details (telephone number, e-mail address or mailing address), circumstances and essence of the case, the claim, and preferred manner of receiving a response.
- 11.6. All complaints which have been submitted in writing, the Insurer shall process and shall provide a written answer within 20 (twenty) days following the date of receipt thereof. If due to objective reasons it is not possible to provide the answer in the specified term, the Insurer shall provide information, justifying the necessity for extended term to provide an answer and specifying the term when the answer will be provided.
- 11.7. All disputes arising from the Insurance Contract shall be settled by means of negotiations. Should the Parties fail to reach the agreement, the Policyholder, the Insured or other person entitled to the insurance indemnity may submit a claim to an out-of-court institution for the settlement of dispute or at the court of the Republic of Latvia in compliance with the effective legal enactments of the Republic of Latvia.
- 11.8. The Insurance market activities in the Republic of Latvia are supervised by the Financial and Capital Market Commission (address: Kungu iela 1, Riga, Latvia, LV-1050, website: [www.fktk.lv](http://www.fktk.lv), e-mail: [fktk@fktk.lv](mailto:fktk@fktk.lv)).