



General insurance terms and conditions No. V1

Valid as of 23.01.2018.

1. Terms and Definitions

- 1.1. **Gjensidige or 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: Brīvības iela 39, Rīga, LV-1010, Latvia, website: www.gjensidige.lv, e-mail: info@gjensidige.lv.
- 1.2. **Policyholder** – a person who has concluded an Insurance Contract with Gjensidige in favour of oneself or another person.
- 1.3. **Insurance Contract** – an agreement between the Insurer and Policyholder, whereby the Insurer shall, in case of an Insurable Event, indemnify the damage caused as a result of the Insurable Event or fulfil the Contract in any manner expressly agreed (the Insurer's duty to fulfil its obligations), and the Policyholder is obliged to pay Insurance Premium to Gjensidige 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.
- 1.4. **Distance Insurance Contract** – an Insurance contract concluded between the Insurer and Policyholder based on the Insurer's offer that has been sent to the Policyholder by means of distance communication (phone, fax, online, e-mail). An electronic printout of the insurance Policy shall serve as a proof of conclusion of the Distance Insurance Contract.
- 1.5. **Insured Person or Insured** – a person specified in the Insurance Contract who has an Insurable Interest and for the benefit of whom the Insurance Contract has been concluded.
- 1.6. **Insurance Object** – an object specified in the Policy which may be material assets or interests, 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 proving conclusion of the Insurance Contract.
- 1.9. **Insurance Period** – a period of time, for which Insurance Premium must be 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** – a specific location, territory, region or area defined in the Insurance Contract where occurrence of Insurable Events gives rise to Gjensidige's duty to fulfil its obligations under the Insurance Contract. Gjensidige shall have no duty to fulfil obligations under the Insurance Contract in respect of events occurring outside the Coverage 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 covered by the Insured for each Insurable 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** – the maximum limit of indemnity payment agreed in the Insurance Contract, which has been determined, e.g. for an Insurable Object, insurance cover or Insurable Event. If the Indemnity Limit is applied, the terms and conditions concerning underinsurance shall not be applicable.
- 1.16. **Insurable Event** – an event having causal relation to the Insured Risk upon occurrence of which Insurance Indemnity shall be payable according to the Insurance Contract.
- 1.17. **Insurance Indemnity** – an amount of money payable for the Insurable Event or services to be rendered in accordance with the Insurance Contract.
- 1.18. **Beneficiary** – 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 Insurable Object, facts and circumstances, that is required to assess the Insured Risk.

2. Documents Constituting Insurance Contract

- 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 Insurable Objects) 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 General Insurance Terms and Conditions. All matters not covered by the aforementioned documents shall be governed by the applicable laws and regulations.
- 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 documents are 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.

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 it obliges the applicant to assume any liabilities.
- 3.3. The Insurance Contract may be concluded in person or by means of distance communication. Insurance Contract that is concluded by means of distance communication, shall be deemed as a Distance Insurance Contract.
- 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 first instalment thereof as per the procedure, in the manner and to the extent defined in the Insurance Contract;
 - 3.4.3. the Policyholder expresses his/her consent for concluding the Insurance Contract in any other manner specified in the Insurer's offer.
- 3.5. Gjensidige shall issue a Policy to certify conclusion of the Insurance Contract. Gjensidige may issue the Policy in person or send it to the Policyholder electronically or by post.
- 3.6. Insurance Contract may be amended according to the procedure stipulated in the laws and regulations by a separate agreement between the Policyholder and Gjensidige.

4. Payment of Insurance Premium

- 4.1. The Policyholder shall have an obligation to pay Insurance Premium in the manner, within the term and in the amount set in the Insurance Contract.
- 4.2. If the Insurance Premium is paid by a bank transfer, the date of payment shall be deemed the date when the Insurer receives it in the bank account specified by the Insurer.
- 4.3. If the Insurance Premium or its first instalment specified in the Policy 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. The Policyholder will not be separately notified of the Insurance Contract not coming into effect.



- 4.4. If the Policyholder fails to pay the second or any subsequent Insurance Premium payment by the due date, Gjensidige may extend the payment term for the Policyholder.
- 4.5. If Gjensidige has granted an extension of the Insurance Premium payment term and the Policyholder has failed to pay Insurance Premium within such term, Gjensidige shall have the right to terminate Insurance Contract according to the procedure stipulated in the laws and regulations.

5. Termination of the Insurance Contract

- 5.1. The Insurance Contract shall be terminated if Gjensidige has fully fulfilled its obligations, Insurable Interest ceases to exist or in any other cases established by law.
- 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 law, as well as upon mutual agreement by the parties.
- 5.3. Any contracting party shall be entitled to terminate the Contract once Insurance Indemnity has been paid. The Contract shall be deemed as terminated 15 (fifteen) days after the respective contracting party has sent a notice of Contract termination.
- 5.4. In the case of early termination of the Insurance Contract, unless otherwise stated in these Terms and Conditions, other terms and conditions of a specific insurance product or in laws and regulations of the Republic of Latvia, the Policyholder shall be refunded the unused part of Insurance Premium from which the Insurer may deduct expenses related to conclusion of the Insurance Contract but no more than in the amount of 20% (twenty per cent) of the Insurance Premium.
- 5.5. 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 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 entire Insurance Contract shall become null and void. The Insurer shall refund that part of Insurance Premium which is calculated by deducting the respective part of Insurance Premium corresponding to the actual period of validity of the Insurance Contract from the paid Insurance Premium.

6. Beneficiary and Its Rights and Obligations

- 6.1. The Beneficiary shall be deemed equivalent to the Insured in respect of fulfilment of obligations under the Insurance Contract after occurrence of an Insurable Event.
- 6.2. The Beneficiary, based on the regulatory framework, shall be determined and changed according to the Policyholder's or Insured's instructions.

7. Obligations of Parties to Insurance Contract

- 7.1. **Obligations of the Insured and Policyholder:**
- 7.1.1. to allow Gjensidige's representative to inspect the condition of an Insurable Object and documents required to conclude an Insurance Contract;
- 7.1.2. to provide Gjensidige with precise and sufficient information requested about the Insurable Object before conclusion of an Insurance Contract, and to inform Gjensidige 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 to conclude the Insurance Contract or to propose an insurance offer. Information should be provided also in case when the Policyholder or Insured assumes that Gjensidige may have already been aware of the respective circumstances;
- 7.1.3. during the period of validity of the Insurance Contract to immediately notify Gjensidige of changes in significant circumstances (significant circumstances are deemed to be any information about Insurable Object that is specified in the Insurance Application or Insurance Policy) or other data specified in the Insurance Contract, an increase of the Insured Risk and creation of multiple insurance;

- 7.1.4. to comply with applicable laws and regulations of the Republic of Latvia, (special) insurance terms and conditions specified in the Insurance Contract, safety requirements and instructions; to take all necessary measures to prevent occurrence of an Insurable 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;
- 7.1.5. to act in a prudent manner and make reasonable effort to avoid any potential adverse consequences;
- 7.1.6. the Policyholder shall have an obligation to inform the Insured that he/she is insured, and to introduce with terms and conditions of this Insurance Contract.
- 7.2. **Conduct of the Insured upon Occurrence of an Insurable Event:**
- 7.2.1. to immediately take measures to reduce the possible damage, as well as to prevent escalation of damage;
- 7.2.2. to immediately inform the police, if intentional activities of third parties have been suspected, or the local fire and rescue service, if the event involves a fire or explosion;
- 7.2.3. at the earliest opportunity to notify Gjensidige of the Insurable Event personally or through a representative as per procedure stipulated in the Insurance Contract, stating the data concerning the event, the expected amount of damage, witnesses, involved parties and suspects, and to follow any instructions given by Gjensidige's representative thereafter;
- 7.2.4. to allow Gjensidige to identify in the course of handling the case any reasons and extent of damage caused as a result of an Insurable Event by submitting all documentation necessary for that purpose;
- 7.2.5. to provide Gjensidige with complete information about circumstances related to an Insurable Event to determine whether the Insured Risk has occurred, and to establish the extent of damage caused as a result of such Insurable Event.
- 7.3. **Gjensidige's Obligations:**
- 7.3.1. to introduce the Policyholder with documents constituting Insurance Contract before conclusion of the Insurance Contract;
- 7.3.2. to ensure confidentiality of all information that has become known in connection with the Insurance Contract;
- 7.3.3. to register an insurance claim and inform the Insured about the procedure of claim handling and compensation of damage;
- 7.3.4. to commence insurance claim handling process after receipt of a written statement from the Insured and to determine the amount of damage to be indemnified;
- 7.3.5. to provide the Insured with a list of documents necessary for determining the reasons and amount of damage caused as a result of an Insurable Event;
- 7.3.6. to consider complaints received from the Policyholder and Insured and respond to them within the term and according to the procedure provided for in the laws and regulations;
- 7.3.7. to introduce the Beneficiary with documents held by Gjensidige 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 Beneficiary has the right to receive copies of documents stated in this section for a fee that does not exceed the cost of preparing the copies of documents. Gjensidige shall have no obligation to introduce with the documents and to issue their copies if, in connection with the circumstances causing the Insured Risk, Gjensidige 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 Beneficiary is not entitled to obtain.

8. Insurance Indemnity

- 8.1. Gjensidige shall indemnify damage caused as a result of Insurable Event in accordance with the terms and conditions of the Insurance Contract.
- 8.2. If the amount of or the reason for the damage caused as a result of an Insurable Event is not fully proven, only the part that is proven shall be indemnified.
- 8.3. Gjensidige shall be entitled to withhold from the payable Insurance Indemnity the amount of Insurance Premium that is outstanding until the end of Insurance Period.



- 8.4. If Gjensidige does not have any data concerning the name and bank account number of the person entitled to receive Insurance Indemnity, Gjensidige shall not be obliged to pay the Indemnity before receiving such data.
- 8.5. Gjensidige shall make a decision whether the particular accident may be considered as an Insurable Event, and shall decide on the payment of, or a refusal to pay, the Insurance Indemnity no later than within one month following the moment of receipt of all documents that are necessary for consideration of the insurance claim (a written insurance claim, confirmations from the respective national authorities, documents confirming the extent of damage, statements, authorizations etc.).
- 8.6. 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 Gjensidige thereof.
- 8.7. The Insured or the Beneficiary shall have an obligation to refund Insurance Indemnity or any part thereof to Gjensidige, 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.
- 8.8. The amount of Insurance Indemnity per Insurable Event is limited to the amount of proprietary damage caused as a result of the Insurable Event, not exceeding the Sum Insured or Indemnity Limit.
- 11.3. Gjensidige has the right to process personal data of the Policyholder, Insured and Beneficiary (jointly referred to as the Data Subjects) for the purpose of concluding and performing the Insurance Contract without acquiring an explicit consent from these persons except cases when sensitive personal data are being processed (e.g. health data). Processing of sensitive personal data requires a separate consent.
- 11.4. Gjensidige processes personal data provided by the Policyholder for the purpose of concluding and performing the Insurance Contract, as well as personal data acquired from other sources and required for performing the Insurance Contract. If a person refuses to provide personal data required for concluding and performing the Insurance Contract, the Insurer will be unable to render insurance services.
- 11.5. The Policyholder is responsible for informing Data Subjects whose personal data are provided to the Insurer by the Policyholder, about processing of personal data and acquiring a consent to processing of such data.
- 11.6. The Data Subject has the right to access its personal data, to request correction of incorrect, incomplete or inaccurate data, or to request that the processing of its personal data is ceased.
- 11.7. Gjensidige has the right to request, to transfer, to receive and to process personal data of the Data Subject provided in the Insurance Contract or in any other documents related to conclusion or performance of the Insurance Contract.
- 11.8. Gjensidige has the right to transfer personal data of the Data Subject to law enforcement authorities, banks, national or municipal authorities, public registers, medical establishments, other insurance companies, insurance brokers, partners who manage insurance indemnities, information technology service providers, service quality assessment service providers, call centre service providers and any other third parties based on a legal or contractual basis if that is necessary for provision of the relevant insurance service.
- 11.9. Gjensidige has the right to transfer personal data of the Data Subject to persons or entities whose activity is related to debt collection or creation, maintenance or use of a debtor database if that is necessary for collecting a debt from the Data Subject.
- 11.10. Further information about processing of personal data by the Insurer and the privacy policy can be found on the Insurer's website.

9. The Insurer's Right to Refuse the Insurance Indemnity Payment

- 9.1. Gjensidige shall be partly or fully freed from obligation to pay an Insurance Indemnity if:
- 9.1.1. damage has not occurred as a result of an Insurable Event;
- 9.1.2. Insurable Event did not occur in the Coverage 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);
- 9.1.3. 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 Insurable Event and/or the damage caused as a result thereof;
- 9.1.4. the Policyholder has failed to pay Insurance Premium by the agreed date (in the case of instalments — by the extended date stated in a letter sent by Gjensidige) and an Insurable Event occurs after expiry of the term of Insurance Premium payment;
- 9.1.5. Insurable Event has occurred as a result of deliberate action, gross negligence, malicious intent or criminal offence by the Policyholder, Insured or Beneficiary;
- 9.1.6. 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.

10. Acquisition of the Right of Recourse

- 10.1. Payment of the Insurance Indemnity entitles Gjensidige to raise a subrogation claim to the extent of the paid Insurance Indemnity against the person who is liable for an Insurable Event and damage caused as a result thereof.
- 10.2. The Insured shall have an obligation to assist Gjensidige in providing data, documents, explanations etc. that are necessary for exercising such right of recourse.

11. Confidentiality and Processing of Personal Data

- 11.1. Gjensidige, Policyholder, Insured and Beneficiary undertake to ensure confidentiality of information in respect of other contracting parties and information required for concluding an Insurance Contract, as well as information acquired during the period of validity of the Insurance Contract.
- 11.2. Contracting parties undertake not to disclose to third parties information related to this Insurance Contract, except when it is necessary for conclusion and performance of an Insurance Contract, and a contracting party has explicitly given its consent or any other legal basis exists thereof.

12. Notices, Complaint and Dispute Resolution

- 12.1. All notices, complaints, applications, claims and requests shall be submitted to the other contracting party in a written reproducible format (in writing).
- 12.2. If a Policyholder or Insured wants to lodge a complaint regarding Insurance Contract, customer service, insurance service or product, indemnity payment or any results arising thereof, they may address Gjensidige in any of the following ways:
- 12.2.1. by sending an e-mail letter to: info@gjensidige.lv;
- 12.2.2. by submitting a complaint to Gjensidige's head office at Brīvības iela 39, Rīga, LV-1010, Latvia;
- 12.2.3. by submitting a complaint to Gjensidige's representative offices. (When submitting an application or complaint, complainants must provide their identification information and contact details: name, surname, telephone number, e-mail address or mailing address of the place of residence, circumstances and essence of the case, the claim, and preferred manner of receiving a response).
- 12.3. The Insurer shall consider all notices, complaints, applications, claims and requests which have been submitted in writing, and shall provide a written answer within 30 (thirty) days following the date of receipt of the respective documents.
- 12.4. The Policyholder shall have the right to lodge a complaint about Gjensidige's activities to the Financial and Capital Market Commission (Address: Kungu iela 1, Rīga, Latvia, LV-1050, website: www.fktk.lv, e-mail: fktk@fktk.lv) which ensures supervision of insurance activities.
- 12.5. If the parties fail to resolve a dispute by means of negotiations, the dispute arising out of the Insurance Contract shall be subject to litigation in the court of the Republic of Latvia according to the applicable laws and regulations of the Republic of Latvia.