

## I Terms used in the regulations

**Insured** - a physical person or legal entity that has concluded an Insurance Contract in its own interests or interests of another physical person, insuring medical treatment and connected with them additional expenses.

**Insured person** - a physical person in whose favour the Insurance Contract has been concluded.

**Insurer** - the Insurance Joint-Stock Company "Gjensidige Baltic".

**Sum Insured** - a sum of money, for which the life and physical condition of the person as well as chosen insured risks have been insured and in amount of which the Insurer pays insurance indemnity in case of the occurrence of the insured accident.

**Insurance premium** - payment for the insurance specified in the insurance policy.

**Insurance indemnity** - sum insured or its part or other sum of money which is paid as a result of the insured accident according to the Insurance Contract

**Insured accident** - an event having causal relationship with the insured risk upon occurrence of which payment of insurance indemnity is envisaged according to the present Regulations.

**Insured risk** - an event stated in the insurance policy happening beyond the Insured person's wish which occurrence is possible in future

**Limit of liability** - maximum amount of insurance indemnity to be paid.

**Country of origin** - country where the Insured person has permanent residence or citizenship.

**Conveyer** - air transport operating under license for transportation of passengers according to the Regulations and Statutes determined by the corresponding legislative institutions and which could be hired by the passengers provided that the passengers have paid the toll.

**Luggage** - personal effects belonging to the Insured person or for which he/she is responsible and which are committed to the care of Conveyer during travel period.

## II General exclusion

1. Events stated in the present and additional Regulations shall not be considered as an insured accident, if caused by:

- the Insured person being in the state of alcoholic, narcotic intoxication or under the effect of psychotropic substances;
- mental disturbances, loss of memory, epilepsy or other chronic diseases;
- malicious action of the Insured person, suicide or attempted suicide of the Insured person, exposure himself/herself to extreme danger, excluding persons's life salvage cases;
- nuclear accident, nuclear or other kind explosion and/or radioactive irradiation;
- a war (both declared or not), invasions, foreign enemies activities, civil wars, war consequences, revolutions, insurrections, rebellions, military or violent coup, mass disturbances, diversions and acts of terrorism;
- natural disaster;
- disability that has been concealed upon concluding the Insurance Contract;
- the Insured person's participating in sport training and/or competitions if it was not specified in the special provisions of the Insurance Contract;
- property confiscation, nationalization, requisition, destruction or damage in conformity with the order of state, governmental or local municipal institutions.

2. Events stated in the present and additional Regulations shall not be considered as an insured accident, if the occurred when the Insured person:

- carried out illegal action despite of his/her sincere, mental or other sickly condition;
- has not observed legislation or regulations being in force in the territory where the Insured person situates during the validity of the insurance policy e.g. drove a motor vehicle without driving license foreseen for according category of transport means or while being affected by alcoholic drinks, narcotic and toxic substances as well as went by car as a passenger being informed that the person driving the vehicle does not have driving license or he/she is affected by alcoholic drinks, narcotic and toxic substances;
- was in the Republic of Latvia and/or Country of origin;
- has attempted to commit or committed abroad any offence or administrative infringement by himself/herself or as accomplice and this action is considered illegal according to the legislation of locality and the Insured person's permanent place of residence;
- has not been circumspect and has not carried out all necessary measures to prevent and decrease losses.

3. Moreover insurance indemnity is not paid:

- for any losses covered by another insurance;
- for expenses and losses connected with disability, inability to participate in trip, excursions, to spend holiday abroad, for tickets and hotel booking, moral harm, etc.

## III Conclusion of insurance contract, contract's validity period and sum insured

4. An insurance contract may be either individual or group insurance. In either case it shall be nominal. In case a group of person is insured, the Insured shall place an application, where the following information shall be presented: first name, second name, Identity Code, address of each

Insured person, initial and closing days of insurance period/travel, purpose of the travel, country (countries) where the insured group will go.

5. Upon mutual agreement between the Insured and the Insurer exceptions from the general Regulations are possible, i.e. individual contracts may be concluded.

6. Upon conclusion of the Insurance Contract, the Insured person is obliged to notify the Insurer about all conditions having an impact on estimation of the risk extend.

7. During validity of the Insurance Contract the Insured person is obliged to notify the Insurer about the change of the risk extend.

8. An Insurance Contract is concluded only for the period of the Insured person's stay outside the territory of the Republic of Latvia which could not exceed one year period. Not more than one Insurance Contract shall be concluded per one travel abroad.

9. An Insurance Contract enters into force after the insurance premium has been paid, from the date indicated in the insurance policy, but only after the Insured person crosses a state border of the Republic of Latvia (according to the Border Guard notification in the passport).

10. The term of validity of the Insurance Contract (the Insurer's liability) expires crossing a state border of the Republic of Latvia, but not later than at 12 p.m. of the closing day of Insurance Contract specified in the insurance policy.

11. An Insurance Contract is concluded only if the Insured person has a right to return to the Republic of Latvia during the validity of the Contract and to stay in Latvia for one month period after the Contract's expire.

12. An Insurance Contract is valid only during the period specified in the insurance policy and only being outside the territory of the Republic of Latvia. The Insurer bears no responsibility for the insured accidents which have happened prior to the beginning of the Insurance Contract.

13. The total Sum Insured for all insured risks (excluding General Civil Right liability insurance) is EUR 50,000.- unless otherwise provided by the Contract. If the Insured has chosen General Civil Right liability insurance, additional Sum Insured is EUR 10,000.- unless otherwise provided by the Contract.

## IV Insurance premium

14. The Insurer states the amount of the insurance premium independently according to the Insurer's tariff rates, the Sum Insured, the Insured's age, occupation, validity of the Insurance Contract and other factors affecting the Insured person's risk extend, as well as discounts granted to the Insured, provided the latter has concluded similar Insurance Contracts, under which no insurance indemnity has been paid out.

15. The insurance premium is paid in as a lump sum payment for the whole period of validity of the Insurance Contract, unless otherwise provided by the Insurance Contract. The Insured/Insured person is obliged to pay the insurance premium within terms and in amount stated in the Insurance Contract.

16. Insurance premium is paid in cash or by transfer. Cash payment of insurance premium is done promptly after the conclusion of Insurance Contract. In case insurance premium is paid by transfer, insurance policy is handed over to the Insured only when the Insurer receives copy of bank transfer confirming the insurance premium payment.

17. Insurance policy is not valid if the payment of insurance premium was not done.

## V Provisions of cancellation and alteration of the insurance contract

18. The Insurance Contract may be cancelled on the initiative of the Insurer, the Insured/Insured person.

19. The Insurance Contract may be cancelled on the Insurer's initiative in case the latter has evidences that the Insured, on concluding the Insurance Contract, deliberately gave incorrect information that did not allow the Insurer to estimate the insured risk properly. In such a case the Insured Contract is considered invalid since the moment of its conclusion.

20. In case the Insured violates the Contract's provisions in the period of the Contract's validity, the Insurer shall notify the Insured about cancellation of the Insurance Contract. The insurance Contract is considered to be invalid since the moment when the Insured has received the Insurer's notification on cancellation of the Contract.

21. If the Insurer's liability has not entered into force yet, the Insured may cancel the Insurance Contract by presenting a written application and documents certifying impossibility of departure. A deduction at the rate of 10% of the sum of paid insurance premium is made in such a case.

22. In case the Insured/Insured person wishes to cancel the Insurance Contract already in force, cancellation of the Insurance Contract is possible only if the documents proving that he/she has not been outside the country of his/her permanent residence in the period of validity of the Insurance Contract have been produced. The above mentioned documents are - a written confirmation from embassy about refusal of the visa, passport with no marks about crossing the state border of the country of permanent residence. In such a case the Insured/Insured person is given back 90% of premium for the term of validity of the Insurance Contract.

23. At the request of the Insured/Insured person the Insurance Contract may be altered. The Insured/Insured person shall present a written

application and the original copy of the previous policy to the Insurer. The former issued insurance policy is annulled, instead of it a new insurance policy is issued. The Insured/Insured person shall contribute a fee of 15% for registration anew of the insurance policy.

#### VI Examination of claims

24. The Insured is obliged to inform the Insurer the right of subrogation against the third persons which are guilty in the occurrence of the insured accident. If the Insured person receives compensation of losses directly from the guilty third persons, he/she has to reimburse the Insurer all expenses connected with the Insurance Contract.

25. In case the Insured person or a person authorised to receive an indemnity does not agree with the Insurer's decision, he/she has a right to pass the case to the court.

### TRAVEL HEALTH INSURANCE

#### 1. General conditions

1.1. Insured object - medical treatment and connected with them additional expenses incurred due to the sudden sickness, treatment of aftereffects of personal accident or death of the Insured person being outside the territory of the Republic of Latvia.

A. Medical treatment expenses are costs that have arisen in the course of providing necessary medical assistance to the Insured person.

B. Supplementary expenses are:

- 1) costs of transportation of the Insured person to the Republic of Latvia in case of sudden sickness or accident provided the transportation is recommended by a doctor in charge of the Insured person;
- 2) costs of transportation (there and back), subsistence and night's lodging expenses incurred to one person accompanying the Insured person because of sudden sickness or accident cannot return to the Republic of Latvia himself/herself for the future medical treatment. The above mentioned expenses are indemnified provided the doctor in charge recommends the accompanying;
- 3) repatriation cost of the Insured person's remains to the nearest international airport of the Republic of Latvia or funeral costs abroad provided they do not exceed the costs of the transportation to the nearest international airport of his/her country of permanent residence.

#### 2. Insured accident

2.1. The following cases are considered insured accidents:

- 1) sudden sickness (an unexpectedly altered condition of human organism threatening the life of the Insured person);
- 2) bodily injuries and health disorders incurred in case of the personal accident (an accident is sudden influence of diverse outward powers (mechanical, thermal, etc.) exercised upon a human organism and resulting in disintegration of atomic structure and physiological functioning of tissues or death);
- 3) death of the Insured person arising from his/her sudden sickness or personal accident.

#### 3. Obligations of the insured/insured person

3.1. Upon conclusion of the Insurance Contract the Insured/Insured person is obliged to provide the Insurer with all information known to him/her that may have an impact on estimation of insurance risks and calculation of insurance premium.

3.2. In case an Insurance Contract is concluded on behalf of a third person, the Insured shall introduce the Insured person with the terms of Insurance Contract. The Insured/Insured person subscribes an insurance policy proving in this way that he/she is introduced with the terms and that all provided information is true.

3.3. The Insured person is obliged:

- 1) to inform immediately the international company for medical assistance "April Lietuva Assistance" representing the interests of Insurer abroad about the insured accident and present all the information from the insurance policy by phone;
- 2) to get only indispensable medical assistance in public health facilities if possible;
- 3) to present during 30 days from the end of the validity of the Insurance Contract to the Insurer or international company for medical assistance "April Lietuva Assistance" all original documents necessary for calculation of insurance indemnity: invoices from medical institutions, receipts of purchased medicine prescribed by attending doctors, accounts of traveling, lodging, subsistence, transportation of the remains or funeral costs abroad, in case of death of the Insured person - certificate of death;
- 4) upon the request of the Insurer to present other necessary documents related to the illness and to allow authorized by the Insurer experts to get acquainted with the medical documentation, releasing the doctors in charge from keeping the medical secret;
- 5) to carry out medical or clinical tests in the medical institution recommended by the Insurer when there is a disputable case.

#### 4. Obligations of the insurer

4.1. Upon conclusion of Insurance Contract the Insurer is obliged to introduce the Insured/Insured person with the present Regulations.

4.2. The Insurer is obliged to keep medical secret of the Insured person.

#### 5. Payment of insurance indemnity

5.1. In case of occurrence of the insured accident the Insurer, not exceeding the sum insured, indemnifies expenses mentioned in the Item 1.1. of the present Regulations:

- 1) incurred to the Insured, Insured person or other authorized by them person if they made service payment by themselves;
- 2) to the service provider according to the presented payment document;
- 3) to another person that has a right to receive insurance indemnity.

5.2. The Insurer indemnifies for:

- 1) treatment expenses - up to 100% of the sum insured;
  - 2) indispensable expenses for medical personnel accompanying the patient;
  - 3) indispensable and well-founded travel expenses of accompanying person (not for medical personnel and not exceeding the cost of air ticket in both directions), lodging and subsistence expenses - up to EUR 100.- per day, maximum for 7 days provided the doctor in charge recommends the accompanying of the Insured person;
  - 4) repatriation of the Insured person or his/her remains to the country of permanent residence or funeral abroad - up to EUR 4,000.- in Europe and up to EUR 5,000.- in other countries;
- In each particular case the physician of the Insurer and the Insured person's doctor in charge jointly decide on the type of transport means. Expenses of the Insured person's accompanying person are not indemnified without prior adjustment with the Insurer and compensation of them is not guaranteed. Expenses would not be indemnified if the Insured person had died prior to the person, going to accompany him/her, left country of permanent residence.

5.3. The total guaranteed sum of insurance indemnity shall not exceed the sum insured set. If the total sum of the presented invoices exceeds the sum insured set, medical treatment or repatriation costs of the Insured person remains or funeral abroad, in case of the Insured person's death, shall be indemnified first of all.

5.4. Having received a written application of the Insured and all documents mentioned in the Item 3.3. of the present Regulations the Insurer carries out investigation of the case and having a proof of the insured accident pays insurance indemnity within 30 days.

5.5. According to the present Insurance Contract, the Insurer pays insurance indemnity (or its part) regardless of social insurance payments due to the Insured person.

#### 6. Limitations of the insurer's liability

6.1. Treatment expenses are not indemnified since the moment when the doctor in charge determines that the state of the Insured person's health allows him/her to return to the place of his/her permanent residence on his/her own or accompanied by other person.

6.2. The Insurer bears no responsibility for:

- 1) the expenses for treatment in health resort or sanatorium;
- 2) the expenses exceeding indispensable costs (when the state of the Insured person's health has improved to the extent that he/she is able to return to his/her place of permanent residence on his/her own or accompanied by other person);
- 3) the expenses connected with pregnancy and child birth (e.g. diagnostic of pregnancy, premature birth (miscarriage), childbirth and their complications);
- 4) the expenses for treatment of venereal diseases and AIDS as well as expenses for treatment of all diseases, caused by HIV;
- 5) the expenses in case of epidemic and pandemic;
- 6) failure to observe the physician's recommendations and/or instructions related to work, rest and medical treatment, tick encephalitis if preventive vaccination was not carried out;
- 7) medical manipulations, unconventional methods of medical treatment;
- 8) the expenses for medical assistance due to the usage of alcohol, drugs, toxic substances or results of such usage, or due to the results of usage of medicine not prescribed by attending physician;
- 9) the expenses related to the diagnostics and treatment of chronic diseases and diseases which has begun in the country of permanent residence or before travel irrespective of the stadium of disease. In such a case only expenses for emergency aid which is necessary to save the life of the Insured person are indemnified;
- 10) the expenses for the dental care. The expenses for the dental care are covered only one time during the validity of the Insurance Contract and only up to EUR 50.- (fifty);
- 11) the expenses connected with plastic and cosmetic surgery, purchasing and repairing of subsidiary things (spectacles, hearing aids, prostheses, etc.);
- 12) the expenses connected with psychotherapeutic and mental treatment.

6.3. The Insurer is entitled to refuse to pay out insurance indemnity, to undertake liability for the further consequences and other expenses connected with the insured accident if:

- the Insured person has failed to observe requirements mentioned in the Item 3 of the present Regulations and deliberately provided false information;
- the Insured person has failed to observe the recommendations of the physician and/or resigns from the transportation to the medical institution of the Republic of Latvia for further treatment;
- the Insured person or his/her relatives resigns from the repatriation to the Republic of Latvia.