

## I. GENERAL PROVISIONS

- (1) On the basis of these Terms and Conditions the Insurer undertakes to pay out insurance indemnity (to indemnify losses) to the Insured (legal representative hereof) in case of the Insured person's sudden disease or accident which has occurred during the stay of the Insured in the Republic of Latvia but not exceeding the Sum Insured stated in the Insurance Policy.
- (2) On the basis of these Terms and Conditions the Insurer guarantees insurance protection only in the Republic of Latvia.
- (3) The Insurance Contract is concluded by issuing the Insurance Policy to the Insured. The Insurance Policy shall be issued only after paying the insurance premium fixed by the Insurer.
- (4) On the basis of the present Insurance Terms and Conditions one Insurance Policy can be issued to only one Insured person.
- (5) At the moment of issuing the Insurance Policy the age of the Insured may not exceed 79 (seventy nine) years, except the cases when mutually agreed by the Parties when signing the Policy.
- (6) The Insurance Contract shall be valid for any term agreed upon by the parties and stated in the Insurance Policy, which shall not exceed 1 (one) year.

## II. SCOPE OF INSURANCE LIABILITY

- (7) The Insurer shall set the limit of insurance liability for indemnifying medical and other related costs thereof according to the Sum Insured stated in the Insurance Policy.  
The Insured shall pay the first EUR 28.46 for covering medical and other related costs thereof for each Insured Event.  
If a person older than 79 (seventy nine) years is insured, the Insured shall pay the first EUR 50.00 for covering medical and other related costs thereof for each Insured Event.
- (8) An Insured Event shall be deemed any emergency treatment of a sudden disease of the Insured, which is necessary from the medical point of view or elimination of consequences of an accident which are considered dangerous for the Insured person's life.
- (9) The Insurer undertakes to indemnify (to cover) the required costs of the Insured person's emergency outpatient or hospital treatment in the state medical institutions. The limit of the Insurer's liability for one Insured Event is EUR 711.44.
- (10) In addition to the costs stated in Clause 9, the Insurer undertakes to indemnify (to cover) costs related to medical repatriation or repatriation of human remains to the country of the domicile if agreed thereof in advance with the Insurer in writing;
- (11) The payment of insurance indemnity for the Insured person shall be made in accordance with the stated limits, for the medical expenses, provided for in Articles (7), (8) and (9), covering the medical expenses after documents certifying the payment are submitted to the Insurer. Decision on the payment of insurance indemnity shall be taken within 30 days after receipt of all required documents.

## III. CONDITIONS OF THE INSURER'S INSURANCE LIABILITY OF AND RESTRICTIONS HEREOF

- (12) The Insured (a representative hereof) shall immediately advise the Insurer of the urgent disease or the accident by contacting the respective Insurer's office stated in the Insurance Policy, and communicate the number of the Insurance Policy, the name, surname and the date of birth of the Insured, as well as shall at earliest convenience but no later than within 30 (thirty) calendar days following the day of occurrence of the Insured Event submit to the Insurer at the Insured person's own expense the following documents:
  - a) a specific application;
  - b) a copy of the Insurance Policy;
  - c) a statement from the medical institution;
  - d) original documents proving the payment for services provided to the Insured;
  - e) any other documents upon the Insurer's request for the Insurer to establish the fact of an Insured Event and the extent of the insurance indemnity payable.

In case the Insurer is presented false information, the Insurer's insurance protection becomes invalid and no payments shall be paid on the basis of the Insurance Policy, neither the insurance premium shall be refunded.

- (13) The Insurer bears no responsibility for indemnifying:
  - a) medical expenses not related to emergency treatment required for elimination of consequences of a sudden disease or an accident which are considered dangerous for the Insured person's life;
  - b) expenses for treatment in sanatorium or health resort;
  - c) 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 domicile on his/her own or accompanied by another person;
  - d) expenses and losses related to incapacity for work, disability to go on a trip or an excursion, to spend holidays abroad, for reserving tickets and hotels, moral losses, etc.;
  - e) expenses for diagnostics of pregnancy and those related to premature birth (miscarriage), childbirth and their complications;
  - f) expenses for treatment of sexually transmitted diseases, including AIDS, as well as for treatment of all diseases caused by HIV;
  - g) expenses for medical assistance due to the use of alcohol, drugs/toxic substances or consequences of such usage, or as a result of using medicine not prescribed by the attending physician;
  - h) expenses related to the treatment of a chronic disease and the diagnostics and treatment of any other disease, regardless of its stage, infected with prior to the Insurance Policy coming into effect. In such cases the Insurer shall indemnify only costs related to the first aid which is necessary for saving the Insured person's life once per the validity of the policy;
  - i) expenses for the dentistry and dental prosthetics;
  - j) expenses for plastic and cosmetic surgery, purchase and repair of auxiliary aids (spectacles, hearing aids, prostheses and other aids);
  - k) medical treatment expenses incurred as a result of accidents related to

- warfare, state of emergency, mass riots and natural disasters;
- l) medical treatment expenses or costs related to the Insured person's death as a result of a car crash if the Insured has driven a car without a driver's license or under the influence of alcohol, drugs or toxic substances, or if he/she has been a passenger of a car and has been informed that the car driver was driving without a driver's license or under the influence of alcohol, drug or toxic substances;
- m) medical expenses for injury treatment when the Insured himself/herself or acting as an accomplice has made an attempt or committed any kind of a crime or in any other way has violated the administrative code;
- n) medical treatment expenses or those related to the Insured person's death if he/she has committed a suicide or has made an attempt to do such, or if he/she has injured himself/herself with an express purpose or has asked someone else to hurt him/her with an aim to receive an insurance indemnity;
- o) psychotherapeutic or psychiatric treatment expenses;
- p) 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;
- r) in the event when the Insured may qualify for reimbursement of medical expenses in compliance with any other type of compulsory or voluntary insurance;

- (14) The Insurer shall be entitled to refuse the insurance indemnity if the Insured has not fulfilled the requirements of Clause 12 and 13 or has presented deliberately false information.
- (15) 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 country of residence for further treatment. The compensation of medical treatment expenses shall be ceased from 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 domicile either on his/her own or accompanied by another person.
- (16) In case during 6 (six) months preceding the date of issuing the Insurance Policy the Insured has undergone a hospital treatment, he/she shall obtain a physician's recommendation as to the expedience of such travel and a medical statement on the state of health proving that no further treatment is required. In case the Insured fails to fulfil the conditions provided under this Clause, the Insurer shall be exempt from an obligation of paying out the insurance indemnity.
- (17) The Insurer shall be exempt from an obligation of paying out the insurance indemnity if the sudden disease or accident has occurred as a result of:
  - a) the Insured engaging in various sports, for instance, motorsports, participating in motorbike or auto-racing or competitions, motor rally, engaging in any kind of winter sports, mountaineering, diving with an aqualung, water skiing, rugby, etc.;
  - b) the Insured flying by plane not as passenger, 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. When issuing the Insurance Policy, the Insurer shall be entitled to deviate from one or several restrictions stated in this Clause.
- (18) No insurance indemnity shall be payable by the Insurer in case of a deliberately provoked disease, a mutilation, a suicide or an attempt of a suicide, as well as in case when the Insured person is travelling despite the medical recommendations or when the purpose of the travel is to undergo a medical treatment.
- (19) The Insurer shall not indemnify medical expenses incurred as a result of the treatment, which in the physicians' opinion, including that of a dentist, might be postponed until the Insured returns to the country of his/her domicile.
- (20) The Insurer shall not pay the insurance indemnity if at the moment when the Insured Event occurred the Insured was under the influence of alcohol (the blood alcohol content exceeding the level permissible for drivers in the Republic of Latvia) or drugs except cases when drugs had been prescribed by a licensed physician for medical treatment (except treatment of drug addiction).
- (21) The Insurer shall not pay the insurance indemnity in case of the Insured person's illness or death if such consequences have been caused by the Insured person's deliberate exposure of himself/herself to extreme danger (except actions aimed at rescuing another person), as well as if the Insured has committed a criminal act.
- (22) The Insurer shall not indemnify any damages caused to the Insured in the country of his/her domicile or medical expenses outside the territory of the Republic of Latvia.
- (23) The Insurer shall be entitled to initiate proceedings on behalf of the Insured in order to receive compensation to the extent of the paid insurance indemnity from the third person that has caused damage to the Insured person's health during the validity of the particular Insurance Policy. Any sum of money received by the Insurer from the third person shall remain at the Insurer's disposal.
- (24) The Insured undertakes to entitle the Insurer to receive from the third persons information on the former as well as existing diseases (consequences of accidents) of the Insured occurred during the period of validity of the Insurer's insurance liability (or the Insurance Contract), as well as information concerning the Insured person's life insurance, health insurance, accident insurance and civil liability insurance contracts valid during the period of validity of the Insurance Contract. Within the meaning this Clause the third persons shall mean physicians, medical institutions, dentists, other insurers, health care and social security institutions. The Insured shall have an obligation to release the third persons from an obligation to keep a medical secret.  
The Insurer shall be entitled to refuse the insurance indemnity if the Insured fails to fulfil the obligations provided under this Clause.

## IV. FINAL PROVISIONS

- (25) The Insurance Policy issued on the basis of these Terms and Conditions shall be valid only if signed by the Insurer's authorized representative and bearing an authentic seal of the Insurer.
- (26) In case the Insured loses the Insurance Policy while staying in the Republic of Latvia, the Insured shall have an obligation to immediately notify the Insurer via the contact details stated in the Insurance Policy thereof.