

# PERSONAL ACCIDENT INSURANCE

## Terms and Conditions No.8-2

APPROVED by BTA Baltic Insurance Company AAS Management Board Decision No. LVB1\_0002/02-03-03-2017-68 of 11 July 2017

In effect as of 26 September 2017

BTA Baltic Insurance Company AAS concludes personal accident insurance contracts in accordance with these Terms and Conditions and the General Insurance Terms and Conditions that are in effect at the time of concluding the insurance contract.

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## **1. WHAT IS WHAT?**

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**We** – BTA Baltic Insurance Company AAS, Insurer according to the Law on Insurance Contracts.

**You** – physical person indicated in the insurance contract, on whose behalf the insurance contract is concluded, Insured according to the Law on Insurance Contracts.

**Child** – person, who has not reached the age of 18. This definition is not applicable to the type of insurance coverage “Child’s Study Allowance”.

**Accident** – sudden, unexpected, external occurrence beyond your control, which caused damage to your physical condition. Accident may result in an Injury or Critical illness.

**Loss of Labour Capacity** - physical damage caused by an Injury resulting in complete and irrevocable disorder of body functions or anatomical defect of a particular body part, direct consequences of Injury, thereby causing complete or partial permanent Loss of Labour Capacity, which is confirmed in accordance procedure defined by the normative enactments of the Republic of Latvia.

**Injury (Trauma)** – traumatic injury of tissues or organs caused by direct external (chemical, mechanical, electronic, thermal) short-term impact: one or more bone fractures, dislocations, burns, frostbite or wound injuries caused by the Accident, acute poisoning by poisonous plants, chemical, toxic substances (industrial or household) or medicinal products, drowning, wounds caused by animal bites, infection caused by animal and insect bites, including getting tick borne encephalitis (encephalomyelitis) or poliomyelitis despite of being vaccinated against respective diseases, as well as getting rabies, according to the insurance indemnity payment table for “Injuries” indicated in the insurance contract.

**Repeated Bone Fracture** – a bone fracture in the same place as the first fracture caused by a repeated injury due to incomplete bone consolidation.

**Pathological Bone Fracture** – a bone fracture or meniscal tear caused without external mechanical impact due to bone structure changes.

**Increased Risk Bone Fracture** – a bone fracture or meniscal tear facilitated by earlier traumatic joint injuries (joint cord strain, joint capsule ruptures, joint dislocations, “habitual dislocations”), a bone fracture caused by external impact in the background of the changed bone structure, osteoporosis, as well as joint fractures caused by damaged joint device or due degenerative changes caused by joint device.

**Professional sport** – when sports is your primary occupation or when you prepare yourself to participate in sporting competitions and participate therein, as well as if you participate in European or World championship.

**Occupational diseases related to Ionizing Radiation Exposure** - disease associated with Ionizing Radiation Exposure acquired due to an Accident that has occurred while performing direct job duties - radiation sickness, local tissue damage and neoplasia, which has occurred as a result of ionizing radiation - provided that it is established first time during the insurance contract period and shall be certified by the medical commission findings. “Neoplasia” is used to denote a primary formation of malignant cells with uncontrolled proliferous growth inside the body, resulting in invasion and destruction of adjacent tissues or distant metastasis in other organs, leucosis and cancerous lymphoma are also included, under the condition that the said diagnosis is substantiated by a histological opinion regarding the malignant tumour confirmed by an oncologist or pathologist.

## 2. WHAT IS INSURED?

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- 2.1. The insurance object is your physical condition or life.
- 2.2. Pursuant to these Terms and Conditions, the insured risk is an Accident that occurs during the effective period of the insurance contract.
- 2.3. We will pay an insurance indemnity only for those types of insurance coverage, which are clearly and explicitly indicated in the concluded insurance contract as insured and are related to your Accident.
- 2.4. In case increased risk bone fracture event occurs in the result of Injury, the insurance indemnity is paid in the amount of 50% form the total insurance indemnity payable for all types of insurance protection, which envisage insurance indemnity payment.
- 2.5. In case health disorder occurred due to Injury or resulting from Injury is aggravated, intensified or medical expenses are increased by your illness, including chronic illness, physiological peculiar properties, physiological defects, body implant or prosthesis, disability present before the Injury; we can reduce the insurance indemnity.

### Is your insurance effective while engaged in physical activities?

- 2.6. Physical activities are insured under the following conditions:
  - 2.6.1. **Hobby**, included automatically, provided you do not participate in a competition or training of any level, preparing for competition: aerobics and its subtypes, badminton, bodybuilding, bowling, going by motorboat, and boat (inland or coastal waters), dancing, Frisbee, golf, curling, cricket, hot air ballooning (as a passenger), fishing (except for ice-fishing and fishing outside coastal waters), training in the gym, Novus, Nordic walking, orienteering (rogaining), paintball, swimming, petanque, cycling (incl. mountain biking), running (including marathon and half marathon), squash, skating, snorkelling, archery, water-polo, gymnastics, as well as participation in disciplines and competitions during sporting festivals, participation in physical training classes organized and held in schools, except for sports schools, as well as sport events organized by schools, except for sport schools.
  - 2.6.2. **Activities**, if specified in the insurance contract shall mean that insurance coverage includes all kinds of individual and organized public physical activities with You participating or not participating in sports training or competitions on the amateur level or hobby, including: rowing, martial arts, basketball, biathlon, driving personal motorcraft (inland or coastal waters), sailing (inland or coastal waters, to include yachting), duathlon, floorball, [association] football, handball, ice-hockey, horse riding, canoeing sprint, lacrosse, hunting, modern pentathlon, fencing, roller-skating, skiing, canoeing slalom, snowboarding, streetball, weightlifting, road bicycle racing, tennis, triathlon, windsurfing, volleyball, winter swimming and other physical activities, and other physical activities that are not specified according to these Terms and Conditions as Hobby or Increased Risk Activities, as well as Hobby, if You participate in competitions when engaging in the activity listed under Hobby. If "**Activities**" are included in Your insurance protection, it means that the insurance cover is in effect also, when You are a road user on a motorcycle, tricycle, moped or scooter.
  - 2.6.3. **Increased Risk Activities**, if this is specified in the insurance contract, mean that insurance coverage includes doing Professional Sport, specified in the insurance contract, and/or expressly specified individual or organized physical activity from this list: American football, car racing, mountain climbing, speed skating, baseball, BMX, bandy, bobsleigh, box, downhill, freediving, skydiving, equestrian sports, luge, mountain climbing (higher than 2,500 metres above sea level), kiteboard, karting, kickboxing, rock climbing, flights with aircraft (except as an aircraft passenger) or flying devices, longboarding, motorsports, gliding, paragliding, paraplanerism, rugby, surfing, skateboarding, skeleton, skijoring, softball, speleology, short track, ski jumping, water sports (including motorized), wakeboarding, mountain bike trials, scuba diving (with Aqualung), as well as any kind of sport or activities related to jumping from heights, performing banking turns, manoeuvres, figures, with or without acrobatic tricks, or navigating an obstacle course, travelling by a quadracycle, snowmobile, SUVs and similar off-road vehicles in the wild (taiga, desert, jungle) or off road.
- 2.7. In case Injury has occurred while engaged in **Activities**, but it is not specified in Your insurance contract, We will pay an insurance indemnity of 20% (twenty per cent) of an insurance indemnity amount, which would

otherwise be calculated if **Activities** were included in Your insurance contract, but no more than 150 EUR (one hundred fifty euros) for one insured event.

## **Is Your insurance in effect depending on the type of occupation?**

- 2.8.** Insurance protection is in effect in the scope as specified in the insurance contract, when at the moment of Injury occurrence You were conducting work duties in the speciality as specified in the insurance contract in accordance with the speciality groups listed below:
- 2.8.1. Office work:** basically, occupation does not involve performance of physical work. For instance: actors, doctors, library staff, office staff (managers, directors, accountants, programmers, etc.), singers, pharmacists, hairdressers, cosmetologists, nurses, teachers, project managers, tailors, shop assistants (except for shop assistants in round-the-clock shops and currency exchange booths), journalists, etc.
  - 2.8.2. Light physical work:** basically, occupation involves light physical labour or increased risk level. For instance: car mechanics, garage workers, drivers, ambulance crew, electricians, interior construction workers, cargo handlers, conveyer workers, chemical industry laboratory technicians, farmers, airfield workers, warehouse staff, shop assistants in round-the-clock shops and currency exchange booths, postmen, cooks, production and construction managers, sport referees, judges, veterinarians, engine-drivers, etc.;
  - 2.8.3. Hard physical work:** occupation involves hard physical labour or increased risk level. For instance, security staff, concrete, reinforced concrete construction and other assembly, work at construction and restauration (at heights), work at metallurgy, metal works, logging, woodworking, working at heights, demolition works, work involving wild animals, bridge construction and repairs, glass fibre production, rescue services (incl. firefighters), cash handling services, roofers, window cleaners at heights, port workers, police staff, chimneysweeps, truck drivers, cargo handlers – hoist operators, drillers, cycle couriers, etc.;
  - 2.8.4. Hazardous profession staff:** occupation involves extremely high level of risk: handling explosives (storage, transportation, manufacturing), ship crew, aircraft pilots, stewards, mine workers and other underground workers.
- 2.9.** When Injury has occurred to You while performing job duties in a specialty, not mentioned as insured in Your insurance contract according to the list in Article 2.8 herein, We may reject in payment of insurance indemnity.

## **TYPE OF INSURANCE COVERAGE - DEATH**

### **3. HOW DOES THE INSURANCE WORK?**

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- 3.1.** Insurance indemnity is paid if an Injury results in death that occurs during the effective period of the insurance contract or during a period of one year after the Injury is sustained, hereinafter referred to as "Death" in the Terms and Conditions and the insurance contract. A case of death for purposes of these Terms and Conditions shall also be considered suicide, if You have been insured with Us in personal accident insurance type for a period of 3 (three) consecutive years prior to the occurrence of death.
- 3.2.** We will pay an insurance indemnity to a person, which You:
- 3.2.1.** will have indicated as a Beneficiary in the insurance contract;
  - 3.2.2.** will have indicated as a Beneficiary in writing a notification submitted to us during the effective period of the insurance contract;
  - 3.2.3.** will have indicated as a Beneficiary in a notarized notification about appointing a Beneficiary;
  - 3.2.4.** In the case if You have not specified a Beneficiary in the insurance contract or during the effective period of the insurance contract, we will pay the insurance indemnity to Your heirs in accordance with the procedures set forth in the Civil Law.

### **4. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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- 4.1.** We will pay the insurance indemnity of 100% of the sublimit specified for "Death" in the insurance contract.

- 4.2.** In the event of "Death" all the insurance indemnities paid out in accordance with the respective insurance contract for the following types of insurance coverage are deducted from the insurance indemnity amount calculated by us in accordance with the procedure referred to in Article 4.1 of these Terms and Conditions: "Loss of Labour Capacity", "Injuries", "Medical Expenses", "Daily Allowance", "Hospital Fee", "Cosmetic Surgery", "Child's Joy", "Expenses for Private Tuition" and "Ionizing Radiation Exposure".

## **TYPE OF INSURANCE COVERAGE – LOSS OF LABOUR CAPACITY**

### **5. HOW DOES THE INSURANCE WORK?**

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Insurance indemnity is paid if an Injury results in Your disability and/or mutilation, which is direct consequences of the Injury, that sets in during the effective period of the insurance contract or within a period of one year after the Injury sustained. Disability must be confirmed after one year since the primary conclusion of the State MedCom, and extended to a period of not less than one year, hereinafter referred to as "Loss of Labour Capacity" in the Terms and Conditions and the insurance contract.

### **6. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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- 6.1.** Unless otherwise provided in the insurance contract, We will pay insurance indemnity according to Annex 3 of these Terms and Conditions. The insurance indemnity is calculated as percentage of the sublimit specified in the insurance contract for "Loss of Labour Capacity" in the following amount:

- 6.1.1.** In case of **Disability**, insurance indemnity will be calculated as follows:

- a)** group I disability – 100% (one hundred per cent) of the sublimit specified for the "Loss of Labour Capacity" in the insurance contract.
- b)** group II disability – 50% (fifty per cent) of the sublimit specified for the "Loss of Labour Capacity" in the insurance contract.
- c)** group III disability – 25% (twenty-five per cent) of the sublimit specified for the "Loss of Labour Capacity" in the insurance contract.

Insurance indemnity will be paid for the disability group, which has been determined by the repeated conclusion of the State MedCom, no sooner than after a year since the date of determination of the initial group.

- 6.1.2.** In case of **Mutilations**, insurance indemnity will be paid, calculated as percentage of the sublimit specified in the insurance contract for "Loss of Labour Capacity" according to Annex 3, unless otherwise provided in the insurance contract.

In the event when an Injury results in several mutilations, insurance indemnity is granted for each mutilation; however the total amount may not exceed the sublimit specified for "Loss of Labour Capacity" in the insurance contract. In case a mutilation resulting from an Injury corresponds to more than one payment position listed in annexes, insurance indemnity will be paid based on the annex providing the largest insurance indemnity amount.

- 6.2.** An Injury resulting in cases specified in Articles 6.1.1 and 6.1.2, insurance indemnity will be paid only under one Article of the Terms and Provisions, where the payable insurance indemnity amount is largest.

- 6.3.** In case, when an Injury results in a Child sustaining bodily injury, not specified in any position of mutilations list, then insurance indemnity will be paid according to the following procedure:

- 6.3.1.** If, according to the State MedCom opinion, disability is granted to a Child to a term of 6 (six) months, 1 (one) year or 2 (two) years, insurance indemnity will be paid as 25% (twenty-five per cent) of the sublimit for "Loss of Labour Capacity" specified in the insurance contract;
- 6.3.2.** If, according to the State MedCom opinion, disability is granted to a Child to a term of 5 (five) years, insurance indemnity will be paid as 50% (fifty per cent) of the sublimit for "Loss of Labour Capacity" specified in the insurance contract;
- 6.3.3.** If, according to the State MedCom opinion, disability is granted to a Child to a term longer than 5 (five) years, insurance indemnity will be paid as 100% (one hundred) of the sublimit for "Loss of Labour Capacity" specified in the insurance contract.

- 6.4.** When an Injury results in the same bodily injuries, for which, prior to sustaining the Injury, You already had been granted disability status or had a mutilation, the insurance indemnity will be calculated as a balance between the percentage from the sublimit for "Loss of Labour Capacity" that should have to be paid for the

mutilation/disability resulting from the Injury as in accordance with Article 6.1 or 6.3 herein above and percentage from the sublimit for "Loss of Labour Capacity" for the mutilation/disability having been had prior to occurrence of the Injury.

- 6.5.** In the event of "Loss of Labour Capacity" all the insurance indemnities paid out in accordance with the respective insurance contract for the following types of insurance coverage are deducted from the insurance indemnity amount calculated by Us in accordance with the procedure referred to in Clause 6.1 and 6.3 of these Terms and Conditions: "Injuries", "Medical Expenses", "Dental Service Expenses", "Daily Allowance", "Hospital Fee", "Cosmetic Surgery", "Child's Joy", "Expenses for Private Teacher" and "Ionizing Radiation Exposure".

## **TYPE OF INSURANCE COVERAGE – INJURIES**

### **7. HOW DOES THE INSURANCE WORK?**

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The insurance indemnity is paid if the Injury results in Your physical health disorders occurring during the validity period of the insurance contract, hereinafter in Terms and Conditions and the insurance contract referred to as "Injuries".

### **8. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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- 8.1.** Unless otherwise provided in the insurance contract, We will pay insurance indemnity according to Annex 1 or Annex 2 "Amount of Insurance Indemnity Due to Injury" of these Terms and Conditions. The insurance indemnity is calculated in the percentage of the sublimit specified in the insurance contract for "Injuries" according to the Annex agreed upon when concluding the insurance contract and which is specified in the insurance contract.
- 8.2.** In case of an Injury resulting in multiple damages of one part of the body or one organ system, insurance indemnity will be paid only for the severest damage based on a position of Annex 1 or Annex 2, where the payable insurance indemnity is largest.
- 8.3.** An Injury resulting in damages of multiple body parts or multiple organ systems, insurance indemnity will be paid for each of them, though the total not exceeding the sublimit for "Injuries" specified in the insurance contract.
- 8.4.** In the case of loss or damage of teeth that have been anatomically intact at the moment of Injury occurrence, which occurred during the eating process, the insurance indemnity is paid in amount of 20% (twenty percent) of the calculated insurance indemnity, but not more than EUR 50 (fifty euros) per one insurance event.

## **TYPE OF INSURANCE COVERAGE – MEDICAL EXPENSES**

### **9. HOW DOES THE INSURANCE WORK?**

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The insurance indemnity is payable, in case You incur expenses due to payment for medical services for Your treatment regarding the Injury within two years since the Injury occurrence, hereinafter in Terms and Conditions and the insurance contract referred to as "Medical Expenses". The compensation principle is applied for this section of the Terms and Conditions.

### **10. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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- 10.1.** We will pay insurance indemnity in accordance with the insurance cover type, application of which was agreed upon when concluding the insurance contract, and which is specified in the insurance contract.
- 10.2.** According to the insurance cover type "Medical expenses I", We will pay out the insurance indemnity compensating expenses for the following medical services, received at the medical institutions registered with the register of health-care institutions, companies and practices of the Republic of Latvia and drugstores located within the territory of the Republic of Latvia, also in the event when pursuant to the concluded insurance contract the provided insurance coverage is also valid outside the Republic of Latvia:

- 10.2.1.** medical manipulations provided and prescribed by an attending physician which are related to outpatient or inpatient medical treatment (such as doctor's consultations, application of plaster cast, dressing, blocks);
  - 10.2.2.** X-ray diagnostics and operations;
  - 10.2.3.** acquisition of medicinal products and dressing materials prescribed by a doctor;
  - 10.2.4.** health recovery activities (such as medical gymnastics, therapeutic massage, taping);
  - 10.2.5.** medical transportation from the place of accident to the nearest medical institution where You will receive the first medical aid.
- 10.3.** According to the insurance cover type "Medical expenses II", We will pay out the insurance indemnity compensating expenses for the following medical services, received at the medical institutions registered with the register of health-care institutions, companies and practices of the Republic of Latvia and drugstores located within the territory of the Republic of Latvia, also in the event when pursuant to the concluded insurance contract the provided insurance coverage is also valid outside the Republic of Latvia, except for the case specified in Article 10.3.4:
- 10.3.1.** medical services listed in Article 10.2 of these Terms and Conditions;
  - 10.3.2.** procurement or rent of technical medical ancillary means prescribed by the treating doctor and necessary due to the sustained Injury (for instance, wheelchair, crutches, orthosis);
  - 10.3.3.** medical expenses for the following alternative (non-traditional) medical methods with regard to the sustained Injury without the treating doctor's referral: Ayurveda, acupuncture, homeopathy, yoga, riding for the disabled, traditional Chinese medicine;
  - 10.3.4.** medical expenses, related to receipt of emergency medical aid in the Baltic countries concerning the sustained Injury.
- 10.4.** If the insurance indemnity is due to You according to any type of compulsory insurance, for instance, compulsory motor third party liability insurance, the insurance indemnity paid out by us for "Medical Expenses" equals the difference between the actual expenses and the indemnity due to You according to the compulsory insurance.

## **11. WHEN INSURANCE IS NOT VALID?**

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- 11.1.** In addition to the exclusions mentioned in the clause 41 of these Terms and Conditions the expenses occurred to the following are not compensated:
- 11.1.1.** the acquisition of glasses, contact lenses and hearing-aids;
  - 11.1.2.** the acquisition and rental of prosthetic appliances, bandages, crutches, splints, orthosis and other medical aids, except for as defined in Article 10.3;
  - 11.1.3.** medical treatment with increased service accommodations. For the purposes of these Terms and Conditions increased service accommodations are considered services offered by a medical institution that make the treatment procedure more comfortable but are not compulsory for a successful course of medical treatment;
  - 11.1.4.** cosmetic surgery performance;
  - 11.1.5.** services provided by a psychologist or psychiatrist;
  - 11.1.6.** procurement of vitamins, nutritional supplements, food additives, herbal origin products, homeopathic aids, except for as defined in Article 10.3.

## **TYPE OF INSURANCE COVERAGE – DENTAL SERVICE EXPENSES**

### **12. HOW DOES THE INSURANCE WORK?**

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Insurance indemnity will be paid, if You incur expenses with respect to Injury within two years since the day of sustaining the Injury, regarding payment for medical services for received dental treatment services, in the Terms and Conditions and in the contract referred to as "Dental Service Expenses". The compensation principle is applied for this section of the Terms and Conditions.

### **13. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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- 13.1.** Upon occurrence of an insured event, We will pay an insurance indemnity of the amount defined in the insurance contract for doctor's consultation, dental repairs, dental prosthetics, dental surgery and dental implanting.
- 13.2.** In the case of loss or damage of teeth that have been anatomically intact at the moment of Injury occurrence, during the eating process, insurance indemnity will be paid as 20% (twenty per cent) of the calculated insurance indemnity, though not more than EUR 50 (fifty euros) for one insured event.

### **14. WHEN INSURANCE IS NOT VALID?**

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In addition to the exceptions listed in Article 41 of these Terms and Conditions, subject to indemnity shall not be expenses occurring related to repair or loss of primary teeth, except for cases specified in Annex 1 and Annex 2.

## **TYPE OF INSURANCE COVERAGE – PSYCHOLOGICAL AID**

### **15. HOW DOES THE INSURANCE WORK?**

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Insurance indemnity will be paid, if You incur expenses for visiting a psychologist or psychotherapist with respect to due to reasons specified in Article 16.1 within 6 (six) months after the occurrence of events listed in Article 16.1, in the Terms and Conditions and in the contract referred to as "Psychological Aid". The compensation principle is applied for this section of the Terms and Conditions.

### **16. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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- 16.1.** Upon occurrence of an insured event, insurance indemnity will be paid for visiting a psychologist or psychotherapist, if, as a result of the Injury:
- 16.1.1.** You have been granted disability of group I, II for the first time;
  - 16.1.2.** Death has occurred to a relative of Yours of up to the second degree of kinship (spouse, children, parents, sisters, brothers) as a result of Injury, provided that Your relative at the moment of Injury occurrence has had a valid personal accident insurance contract with Us;
  - 16.1.3.** You have been diagnosed with a Critical illness in accordance with Annex 4, provided that Your concluded insurance contract includes the "Critical illness insurance" type of insurance coverage and insurance indemnity payment will be made to You according to this insurance protection type.
- 16.2.** Upon occurrence of an insured event We will pay insurance indemnity in the scope as specified in the insurance contract for each visit to a psychologist or psychotherapist not exceeding the amount of payment for one visit as specified in the insurance contract, and no more than 10 (ten) visit costs will be paid for, unless otherwise provided in the insurance contract.

### **17. WHEN INSURANCE IS NOT VALID?**

In addition to the exceptions listed in Article 41 of these Terms and Conditions, insurance indemnity will not be paid, if You have been provided psychological aid by a psychotherapist, not certified and registered in the Register of Medical Persons and Medical Support Persons of the Republic of Latvia, or psychologist, who has not obtained appropriate education, as well as when psychological aid to You has been provided by Your relative up to the second degree of kinship (spouse, children, parents, sisters, brothers).

## **TYPE OF INSURANCE COVERAGE – DAILY ALLOWANCE**

### **18. HOW DOES THE INSURANCE WORK?**

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The insurance indemnity shall be granted in the case You incur losses related to Your temporary incapacity to work due to an Injury sustained by You, hereinafter in these Terms and Conditions and the insurance contract referred to as "Daily Allowance".



## **19. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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- 19.1.** Upon occurrence of an insured event, We will pay an insurance indemnity of the amount defined in the insurance contract for each day of incapacity to work in accordance with the effective regulatory enactments of the Republic of Latvia.
- 19.2.** Unless otherwise provided in the insurance contract, the maximum period for which We pay the insurance indemnity according to this Article shall be the following:
- 19.2.1.** 90 (ninety) working days of incapacity to work for each insured event, if You are engaged in a paid employment until the occurrence of the Injury;
- 19.2.2.** 10 (ten) working days of incapacity to work during the effective period of one insurance contract if You are not engaged in a paid employment until the occurrence of the Injury.
- 19.3.** In case You sustained an injury as a result of Injury, for which, according to Annex 1 of these Terms and Conditions or Annex 2 "Amount of Insurance Indemnity Due to Injury", the indicated amount of insurance indemnity is 1% or less, insurance indemnity for "Daily Allowance" insurance protection type will be paid starting with the sixth day of incapacity to work.
- 19.4.** In addition to provisions of Articles 19.1-19.3, in case an Injury is sustained by Your child (biological or adopted) of up to 7 (seven) years of age, and You have taken a sick-list due to this, We will pay insurance indemnity in the scope as specified in the insurance contract for each day of incapacity to work, not exceeding a total of 10 (ten) work days. Insurance indemnity will be paid only to one of parents and only in the case if You are engaged in a paid employment until the occurrence of the Injury. This Article of these Terms and Conditions is applied, if You and the Child sustain the Injury have been insured in line with the concluded insurance contract, and the "Injuries" insurance coverage type is included for both.
- 19.5.** If insurance indemnity is paid to You in accordance with this Article and "Loss of Labour Capacity" sets in during this period, then the insurance indemnity payments for incapacity to work shall be interrupted at the moment of disbursing insurance indemnity for "Loss of Labour Capacity".

## **20. WHEN INSURANCE IS NOT VALID?**

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In addition to the exclusions mentioned in Article 41 of these Terms and Conditions, the insurance indemnity shall not be granted for the period for which insurance indemnity for the "Hospital Fee" type of the insurance coverage is paid.

## **TYPE OF INSURANCE COVERAGE – HOSPITAL FEE**

### **21. HOW DOES THE INSURANCE WORK?**

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Insurance indemnity will be granted if during the effective period of the insurance contract You have got into a medical institution to receive medical aid, and have spent there as a patient not less than 24 (twenty-four) consecutive hours, except for rehabilitation inpatient clinic, sanatorium or rehabilitation units of inpatient clinic and You have incurred losses related to staying at the medical facility, hereinafter in these Terms and Conditions and the insurance contract referred to as "Hospital Fee".

### **22. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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- 22.1.** Upon occurrence of an insured event We will pay an insurance indemnity of the amount defined in the insurance contract for each day spent at a medical institution. The insurance indemnity will only paid out in the event when You are treated at the medical institution for time longer than 24 (twenty-four) hours in succession.
- 22.2.** in addition to provisions of Article 22.1, in case, if a Child below 11 (eleven) years of age stays at a medical establishment for a time longer than 24 (twenty-four) consecutive hours due to an Injury and an adult stays with the child at a medical establishment, insurance indemnity will be paid both for the days spent at the medical establishment by the child, as well as for the days spent at the medical establishment by one adult together with the child. This Article of the Terms and Conditions is applied, if the child and the adult staying with the child at a medical establishment have been insured with Us in line with the concluded insurance contract, and the "Hospital Fee" insurance coverage type is included for both.

- 22.3.** Unless otherwise provided in the insurance contract, the maximum period for which We pay the insurance indemnity shall be 100 (one hundred) days for each insured event.

## **TYPE OF INSURANCE COVERAGE – COSMETIC SURGERY**

### **23. HOW DOES THE INSURANCE WORK?**

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The insurance indemnity will be granted if due to an Injury, during the effective period of the insurance contract or within a year since the occurrence of the Injury, You have incurred expenses related to received medical services for elimination of visual consequences of mutilation after the Accident, hereinafter referred to in the Terms and Conditions and the insurance contract as "Cosmetic Surgery". The compensation principle is applied for this section of the Terms and Conditions.

### **24. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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- 24.1.** We grant insurance indemnity by compensating the expenses for plastic surgery treatment required by You, which aims to eliminate distorting permanent damage to the skin, i.e., damages that cause scar tissue, differ in colour, raise above the skin surface, constrict tissue, or permanent distorting lesions caused by burns that are consequences of the Injury.
- 24.2.** When insurance indemnity is due to You under the compulsory insurance of any type, also including Compulsory motor third party liability insurance, then We will compensate for "Cosmetic Surgery" as the difference between the actual expenses and the indemnity under the compulsory insurance.

## **TYPE OF INSURANCE COVERAGE – SOCIAL SECURITY**

### **25. HOW DOES THE INSURANCE WORK?**

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Insurance indemnity will be paid, if You, as a result of sustaining Injury, are granted group I disability or lose extremities and, within six months since the Injury day, You have incurred expenses with respect to social care and/or accessibility, in the Terms and Conditions and in the insurance contract referred to as "Social Security". The compensation principle is applied for this section of the Terms and Conditions.

### **26. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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- 26.1.** If provisions of Article 25 come true, We will pay insurance indemnity, compensating expenses for the following services:
- 26.1.1.** Your expenses for social carer at home, if You apply for state social aid;
  - 26.1.2.** Your expenses for rearrangement of home in accordance with Your needs, i.e., adjustment of interior (for instance, sources of light, floor surface, windows, door fittings, locks). For purposes of these Terms and Conditions, home is to designate a building/structure, where You permanently dwelt continuously for at least 6 (six) months prior to occurrence of the Injury;
- 26.2.** In case You are entitled to insurance indemnity under state social aid, then We will compensate "Social Security" as the difference between the actual expenses and the compensation due under social aid provided by the state.

### **27. WHEN INSURANCE IS NOT VALID?**

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In addition to the exceptions listed in Article 41 of these Terms and Conditions, insurance indemnity will not be paid, when social care has been provided to You by a person, who is not registered (licenced) for such business, as well as when social care has been provided to You by a relative of Yours of up to the second degree of kinship (spouse, children, parents, sisters, brothers).

## **TYPE OF INSURANCE COVERAGE – PROFESSIONAL RETRAINING**

### **28. HOW DOES THE INSURANCE WORK?**

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Insurance indemnity will be paid for studying for a new profession at a higher education establishment, if You are granted group I, II disability as a result of sustaining an Injury during the effective period of the insurance contract or within a year's time since the day of sustaining the Injury and because of these physical disorders You are unable to proceed with Your position duties, in the Terms and Conditions and in the insurance contract referred to as "Professional Retraining". The compensation principle is applied for this section of the Terms and Conditions.

### **29. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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**29.1.** After the end of each academic study year We disburse insurance indemnity, compensating the fee of one academic study year, though not exceeding one half of the sublimit for "Professional Retraining" specified in the insurance contract and not exceeding the sublimit for "Professional Retraining" specified in the insurance contract in total. Studies must be started no later than within one year since the day of granting disability status.

**29.2.** Preconditions to be granted the insurance indemnity referred to in Article 29.1 are obtaining education of a level that is equal to or lower than that You had prior to sustaining the Injury and adequacy of the physical condition for the mastered profession.

## **TYPE OF INSURANCE COVERAGE – IONIZING RADIATION EXPOSURE**

### **30. HOW DOES THE INSURANCE WORK?**

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The insurance indemnity shall be granted, if during the effective period of the insurance contract or within one year after an Accident that has taken place while performing direct job duties, You get an occupational disease due to ionizing radiation, hereinafter referred to in the Terms and Conditions and the insurance contract as "Ionizing Radiation Exposure".

### **31. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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In the case of occurrence of radiation-related occupational disease, even if it leads to lethal outcome, We will grant insurance indemnity of 100% (one hundred per cent) of the sublimit for "Ionizing Radiation Exposure" specified in the insurance contract.

### **32. WHEN INSURANCE IS NOT VALID?**

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In addition to the exclusions mentioned in Article 41 of these Terms and Conditions, the following diseases are not considered as an insurable event: benign or precancerous stage tumours, pre-invasive tumours and in situ tumours (Tis\*), cervical dysplasia CIN I-III, urinary bladder carcinoma in stage Ta\*, chronic lymphocytic leukaemia (CLL), all skin tumours, all tumours in the presence of HIV or AIDS infection, prostate cancer, histologically diagnosed as T1\* (\*according to the international TNM classification).

## **TYPE OF INSURANCE COVERAGE – FUNERAL EXPENSES**

### **33. HOW DOES THE INSURANCE WORK?**

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The insurance indemnity shall be granted when, "Death" has incurred as a result of an Injury during the effective period of the insurance contract or within a period of one year after the Injury and the individual who has undertaken to arrange the burial incurs expenses related to the funeral services, hereinafter in these Terms and Conditions and the insurance contract referred to as "Funeral Expenses". The compensation principle is applied for this section of the Terms and Conditions.

## **34. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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- 34.1.** We grant insurance indemnity for funeral services received in the Republic of Latvia, e.g.:
- 34.1.1.** procurement of coffin;
  - 34.1.2.** services at cemetery, crematory;
  - 34.1.3.** transportation of the remains;
  - 34.1.4.** morgue services;
  - 34.1.5.** procurement and erection of a tombstone.
- 34.2.** The sublimit for "Funeral Expenses" shall be determined upon agreement of the parties and specified in the insurance contract.
- 34.3.** We pay the insurance indemnity to the person who has undertaken the arrangement of the burial and presented the original copy of the death certificate, as well as submitted documents confirming the fact of burial.
- 34.4.** When a contract of compulsory insurance of any type has been concluded with You as the beneficiary, also including Compulsory motor third party liability insurance, then We will compensate "Funeral Expenses" as the difference between the actual expenses and the indemnity under the compulsory insurance.

## **TYPE OF INSURANCE COVERAGE – CHILD'S STUDY ALLOWANCE**

### **35. HOW DOES THE INSURANCE WORK?**

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- 35.1.** We will compensate the tuition fee for studies at a higher educational establishment for your biological or adopted child, if "Death" has occurred to You as a result of an Injury during the effective period of the insurance contract or during a period of one year after the Injury, hereinafter in these Terms and Conditions and the insurance contract referred to as "Child's Study Allowance".
- 35.2.** The insurance indemnity shall be paid to a child of Yours, who at the moment of Your "Death" will not have reached the age of 24 (twenty-four) and will have already been matriculated in a higher educational establishment or is matriculated in a higher educational establishment within one year since the occurrence of "Death". The compensation principle is applied for this section of the Terms and Conditions.

### **36. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

---

We grant the insurance indemnity after the end of each academic year, compensating the tuition fee for studies for one year, but not exceeding one half of the sublimit determined for "Child's Study Allowance" in the insurance contract but the total amount may not exceed the sublimit specified in the insurance contract for the "Child's Study Allowance. In the case when You have more than one child, then the insurance indemnity will be paid to each Your child proportionate to the sublimit for "Child's Study Allowance" specified in the insurance contract.

The payment of the insurance indemnity will be interrupted as of the first day when Your child reaches the age of 27.

## **TYPE OF INSURANCE COVERAGE for children – CHILD'S JOY**

### **37. HOW DOES THE INSURANCE WORK?**

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Insurance indemnity will be paid, if during 6 (six) months after "Injury" caused by the Injury, the insured Child or his guardians incur expenses related to purchasing sweets, fruits, purchasing ticket to entertainment events for children (such as ticket to the cinema, the zoo) hereinafter referred to in the Terms and Conditions and the insurance contract as "Child's Joy". The compensation principle is applied for this section of the Terms and Conditions.

### **38. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

---

Upon occurrence of an Injury to the Child, We pay insurance indemnity in the amount specified in the insurance contract, compensating the expenses related to the purchase of sweets, fruits, purchasing ticket to entertainment events for children.

### **TYPE OF INSURANCE COVERAGE For children – EXPENSES FOR PRIVATE TUITION**

### **39. HOW DOES THE INSURANCE WORK?**

---

Insurance indemnity will be paid, if during 6 (six) months after "Injury" caused by the Injury, the insured Child or his guardians incur expenses related to payment for the private tuition services to avoid falling behind in school, hereinafter referred to in the Terms and Conditions and the insurance contract as "Expenses for Private Tuition". The compensation principle is applied for this section of the Terms and Conditions.

### **40. HOW WILL WE CALCULATE THE INSURANCE INDEMNITY AND HOW MUCH WILL WE PAY?**

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We will pay the insurance indemnity for ten (10) lessons with a private tutor in any subject required for the Child, in the case when the Child does not attend school for more than 3 (three) weeks due to the Injury following recommendations of the treating doctor. The amount of compensation for one lesson shall be specified in the insurance contract.

In the case the Child is released of school attendance for more than 2 (two) months due to the Injury and cannot attend school during that time, which is confirmed by a statement issued by doctor and a number of private tutors in various subjects have been engaged, BTA will compensate the expenses for these private lessons without exceeding a sum of money that BTA would pay to compensate for 40 (forty) lessons.

Insurance indemnity for private tutor services shall be paid after completion of the course.

### **41. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THESE TERMS AND CONDITIONS**

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**41.1.** Insurance indemnity shall not be paid if the insured risk has occurred:

**41.1.1.** while You were carrying out criminal activities.

**41.1.2.** while You were detained or serving time being imprisoned;

**41.1.3.** while You were performing professional duties that are dangerous to health or life and performance of which require an appropriate permit being issued by a competent authority, which You have not been issued (for example, handling of high-voltage power equipment, working at height, work with specialized machinery, well boring and cleaning).

**41.1.4.** while You were flying an aircraft, which is not operated by a certified airline company or which is not registered as means of passenger transportation to a particular destination, as well as flying any aircraft in any way other than as a passenger.

**41.1.5.** while You were performing professional duties being on a ship other than as a passenger.

**41.1.6.** while You were performing professional duties related to underground work, mining and production, storage and transportation of explosive materials.

**41.1.7.** while You were performing official duties in any unit of army, security guard, the police, national guard or fire rescue service.

**However,** We will reimburse for the losses, specified in Articles 41.1.4-41.1.7, if the particular profession or area of activity is expressly indicated in the insurance contract as Your occupation.

**41.1.8.** due to Your suicide or attempt of it. Except for a case, if You have been insured with Us in personal accident insurance type for a period of 3 (three) consecutive years prior to the occurrence of death.

**41.1.9.** due to an epileptic seizure, loss of consciousness, mental trauma, as a result of consequences of psycho-emotional, affect condition or other chronic neurological disease with coordination disturbances or muscle weakness (for example but not limiting with Parkinson's disease, myopathy, vascular sclerosis) occurring to You.

- 41.1.10.** due to Your application of non-traditional medicine treatment, medicinal products or narcotic substances, use of which is not encouraged from the medical point of view and which have not been prescribed by a doctor in this particular case.
- 41.1.11.** voluntarily exposing yourself to danger or Your inadequate activity in circumstances of increased level of danger and traumatism, except for the case of rescuing a person.
- 41.1.12.** being exposed to the risk by using a vehicle, driver of which is under the influence of alcohol, narcotic or psychotropic substances, except for cases, when the driver has taken the exhaled air or blood test and the alcohol concentration in blood found had not exceeded 0.5 per milles.
- 41.1.13.** You, driving a vehicle, have been driving through a street crossing while traffic light signal prohibits it, have violated the rules of crossing a railway crossing, driving the vehicle without a driver's licence for the appropriate vehicle category, or a vehicle driving prohibition has been imposed on You.
- 41.1.14.** while You were under the influence of medication, used alcohol, narcotic or psychotropic substances without prescription of the doctor, or if presence of such substances is established in Your organism, as well as Your refusal to take tests to check for the presence of the referred substances in Your organism, as well as poisoning with these substances, except when:
- a)** when You have taken the exhaled air or blood test and the alcohol concentration in blood found had not exceeded 0.5 per milles;
  - b)** when poisoning with alcohol, narcotic or psychotropic substances has occurred to a child below 11 (eleven) years of age;
  - c)** when You are travelling as a passenger by a vehicle, which has been damaged in a road, air, sea or rail accident.
- 41.1.15.** Your engagement into Increased Risk Activities, if the particular Increased Risk Activity is not specified in the insurance contract.
- 41.1.16.** In the case of "Loss of Labour Capacity", "Injuries", "Medical Expenses", "Dental Service Expenses", "Hospital Fees", "Daily Allowance" or "Cosmetic Surgery", You have not sought assistance at a medical establishment to receive medical services as soon as possible as of the moment of sustaining the Injury;
- 41.1.17.** as a result of global catastrophes or natural disasters, epidemics, biological, chemical weapons, Ionizing Radiation Exposure, when "Ionizing Radiation Exposure" is not insured against.
- 41.2.** Unless otherwise specified in the insurance contract, upon occurrence of consequences that are not specified in Annex 1 or Annex 2 "Amount of Insurance Indemnity Due to Injury", insurance indemnity for all insurance types, except for "Death" and "Loss of Labour Capacity" shall not be paid. The Annex, application of which is agreed upon, shall be specified in the insurance contract.
- 41.3.** The following shall not be considered an Injury:
- 41.3.1.** repeated or pathological bone fracture, "stress fracture", traumas and fractures, occurring from ancillary devices implanted in Your organism (transplants, implants, prosthetics);
  - 41.3.2.** ageing or degenerative process related changes in organism;
  - 41.3.3.** illnesses (diseases), including chronic diseases;
  - 41.3.4.** infectious diseases, including immunodeficiency virus HIV, immunodeficiency syndrome AIDS, type A, B and C virus hepatitis, and any other infections;
  - 41.3.5.** interruption of pregnancy, as well as childbirth, except for a case, when this follows as complications to sustaining an "Injury";
  - 41.3.6.** effects of exposure to sun rays and consequences of insect stings (except for sting of a hornet, wasp, bee, when it has caused "Death", "Loss of Labour Capacity" or anaphylactic shock);
  - 41.3.7.** consequences of surgical operations, as well as the doctor mistakes;
  - 41.3.8.** internal damages caused by lifting, pushing or thrusting of weight, except for a case, when covering them has been agreed upon in line with the concluded insurance contract.

## **42. WHAT SHOULD YOU DO IF AN ACCIDENT OCCURRED?**

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- 42.1.** You (in the event of "Death" – the person referred to in Article 3.2.) have the following obligations, fulfilment of which is a precondition for receiving the insurance indemnity:
- 42.1.1.** In the case of "Loss of Labour Capacity", "Injuries", "Medical Expenses", "Dental Service Expenses", "Hospital Fees", "Daily Allowance" or "Cosmetic Surgery", You have to seek assistance at a medical establishment to receive medical services as soon as possible as of the moment of sustaining the Injury;
  - 42.1.2.** instantly, as soon as it has become possible, inform us about the occurrence of a potential insurable event by submitting precise information specifying the exact circumstances of the Accident.  
You are entitled to delegate another person to notify about the Accident, but in this case You are liable for the completeness of the information and its conformity with the actual circumstances;
  - 42.1.3.** to release the attending doctors from their vow of silence obligation and authorise Our representative to have access to study Your medical card and other documents related to the Accident;
  - 42.1.4.** to allow us to carry out an additional examination for evaluating Your health condition with regard to the potential insured event. We will assign medical experts or other experts to carry out this examination. Expenses related to the activities mentioned in this Article will be covered by Us.

## **43. WHAT DOCUMENTS SHOULD YOU SUBMIT TO RECEIVE INSURANCE INDEMNITY?**

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- 43.1.** Your obligation (in the event of "Death" – obligation of the person referred to in Article 3.2), fulfilment of which is a precondition for receiving insurance indemnity, is to submit to Us:
- 43.1.1.** documents issued by appropriate institutions confirming the occurrence of the Accident;
  - 43.1.2.** a certificate drawn up by an employer and a competent state authority, when the Accident has occurred at the place of employment or a territory related thereto, as well as in the case when the Accident has occurred while fulfilling job duties;
  - 43.1.3.** a certification of a medical institution specifying the type of injury or disease and exact diagnosis;
  - 43.1.4.** in the event of "Death" of the Insured – a copy of the death certificate certified by a notary and the document confirming the right of the person referred to in Article 3.2 to receive the insurance indemnity, as well as autopsy results of the Insured's body, which is a mandatory precondition to be met to be entitled to insurance indemnity, except when the Insured has died while being stationed in an inpatient hospital;
  - 43.1.5.** in the case of "Medical Expenses", "Dental Service Expenses", "Psychological Aid" – copies of prescriptions and SRS-registered receipts or receipts.  
In this case the acquisition of a medicinal product must have been carried out in accordance with doctor's prescriptions, and the receipts confirming the provision of a medical service must specify Your personal number and medical manipulations or name of the drugs;
  - 43.1.6.** in the case of "Daily Allowance" – a copy of the sick-leave certificate or electronic document, if the treating doctor has provided the sick-leave certificate in electronic form.  
If You were employed in a paid work until the occurrence of the Injury, then the "Employer's Information" field must be filled out in the sick-leave certificate, then the employer must provide confirmation that You have not worked at Your place of employment during the period of incapacity to work. In case You have labour relations with several employers, then such confirmation of all employers must be obtained and submitted.
  - 43.1.7.** in the case of "Hospital Fee" – a documentary confirmation from the inpatient hospital that You have been treated there;
  - 43.1.8.** in the case of "Funeral Allowance" – a copy of the death certificate presenting the original document, as well as documents confirming the fact of burial, e.g. the SRS-registered receipts or receipts specifying the received services.
  - 43.1.9.** in the case of "Child's Study Allowance", "Professional Retraining":
    - a)** statement issued by a higher educational institution confirming that the child (in the case of "Professional Retraining" – You) studies in that higher educational institution and has completed a respective academic year;

- b) payment order approved by the bank confirming the payment of the tuition fee for the finished academic year;
- c) a copy of the agreement with a higher educational institution.

The abovementioned documents shall be submitted annually during the entire study period upon completion of an academic year;

- 43.1.10.** in the case of "Cosmetic Surgery" – documentary evidence from the medical institution regarding Your stay at it, copies of SRS-registered receipts or receipts confirming the treatment services, which must contain an indication of Your personal number and the name of the therapeutic manipulation;
- 43.1.11.** in the case of "Child's Joy" – the receipts, listing the goods purchased or services provided, entrance ticket also needs to be submitted in the case of attending a cinema or the zoo.
- 43.1.12.** in the case of "Expenses for Private Tuition" – Our standard application, indicating the tutor's contact details, the subject taught, the price and number of classes, as well as a document confirming the absence from school during the period when the Child has not attended school classes.
- 43.1.13.** in the case of "Social Security" – report from the social service, confirming the fact that You have applied for state social aid, receipts or SRS-registered receipts, with an indication of the purchased goods or received services.
- 43.1.14.** other documents requested by Us regarding the Accident.

#### **44. WHERE THE INSURANCE IS IN EFFECT AND WHAT IS YOUR SUM INSURED?**

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- 44.1.** The insurance coverage provided by the insurance contract is effective in the territory specified in the insurance contract, except for "Medical expenses" insurance, effective in accordance with Article 10.
- 44.2.** For all types of insurance coverage referred to in Articles 3, 5, 7, 9, 12, 15, 18, 21, 23, 30, 37 and 39 of these Terms and Conditions together is established a total sum insured, which is equal to the sublimit defined for "Death" or "Loss of Labour Capacity" depending on which of these sublimits is higher.
- 44.3.** A sublimit is established for each of the types of insurance coverage referred to in Articles 3, 5, 7, 9, 12, 18, 21, 23, 30, 37 and 39 of these Terms and Conditions, which is the maximum amount of payable insurance indemnity for the entire insurance period. All sublimits are included in the sum insured referred to in Article 44.2.
- 44.4.** Sublimits for all of the types of insurance coverage referred to in Articles 3, 5, 7, 9, 12, 18, 21, 23, 30, 37 and 39 of these Terms and Conditions are specified in the insurance contract, depending on what has been agreed upon between You and Us.
- 44.5.** Sublimits, which are lower than the sublimits set for "Death" or "Loss of Labour Capacity", are included in those, and the insurance indemnity paid upon the occurrence of "Death" cannot exceed the one defined in Article 4 of these Terms and Conditions, upon occurrence of "Loss of Labour Capacity" – than that in Article 6. Sublimits, which are lower than the sublimit for "Injuries", are not included in the sublimit for "Injuries". After payment of insurance indemnity, the sublimit shall be reduced for the amount of the disbursed indemnity.
- 44.6.** For the types of insurance coverage referred to in Articles 15, 25, 28, 33 and 35 of these Terms and Conditions and which are specified in Annex 4 to these Terms and Conditions, additional sums insured, not included in the sum insured referred to in Article 44.2, shall be defined upon agreement between You and Us and specified in the insurance contract.
- 44.7.** In the case when several persons are insured under one insurance contract, the sum insured and sublimits specified in the insurance contract shall apply to each insured, unless another sum insured or other sublimits for a particular insured are specified in the annex to the insurance contract, i.e. the list of insured persons.
- 44.8.** In the case, when We have paid an insurance indemnity for an Injury to You and severer consequences, directly resulting from the Injury, occur to you within two years after sustaining the Injury, We will make an additional insurance indemnity payment.



## **45. OTHER PROVISIONS**

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- 45.1.** For purposes of protection of individuals' personal data and optimizing the information exchange, We will inform You regarding the made decision about rejecting payment of insurance indemnity. The Policyholder and You will have to organize the exchange of information between you by yourselves.
- 45.2.** In case You, the Beneficiary, Your heirs, or the Policyholder provide untruthful or incomplete information, refuse to provide information requested by Us regarding the occurrence of the insured risks or circumstances of their occurrence when concluding insurance contract, during its effective period or after occurrence of insured risks, We are entitled to terminate the insurance contract, reject in granting insurance indemnity or reduce the amount of the payable insurance indemnity according to the procedure defined in General Insurance Terms and Conditions.
- 45.3.** After paying the insurance indemnity pursuant to Articles 9, 23, 33, 35, 37, 39 of these Terms and Conditions, We gain the rights to claim (recourse rights), within the limits of the insurance indemnity paid, against the person (persons) who is (are) responsible for the losses incurred to You.
- 45.4.** All disputes arising between the parties of the insurance contract shall be settled by means of negotiation. If mutual agreement cannot thus be reached, any dispute, disagreement or claim ensuing from the insurance contract that is related to it or its violation, termination or invalidity shall be resolved by the court in accordance with the procedure set forth in the effective regulatory enactments of the Republic of Latvia unless another dispute settlement procedure is stipulated in the insurance contract.  
You are entitled to lodge a complaint to the Ombudsman of the Latvian Insurers Association, if its regulation encompasses considering such disputes.
- 45.5.** In the case of contradiction between these Terms and Conditions and the General Insurance Terms and Conditions, these Terms and Conditions shall be considered a priority document. In the case of contradiction between these Terms and Conditions and individual provisions set by the insurance contract, the individual conditions of the insurance contract shall be of priority.
- 45.6.** These Terms and Conditions are published on Our website <http://www.bta.lv>
- 45.7.** These Terms and Conditions shall be applied for insurance contracts, concluded as of 26 september 2017, unless other agreement is established in the insurance contract.