

HEALTH INSURANCE

Terms and Conditions No. 3.3

Approved by BTA Baltic Insurance Company AAS

Management Board Decision No. LVB1_0002_02-03-03-2019-88 of 10.09.2019.

Effective as of 10.09.2019.

BTA Baltic Insurance Company AAS shall conclude health insurance contracts in accordance with these Terms and Conditions.

CONTENT

1. TERMS USED IN THESE TERMS AND CONDITIONS	1
2. INSURANCE OBJECT	2
3. INSURANCE COVER	2
4. OBLIGATIONS OF THE POLICYHOLDER, THE INSURED AND BTA.....	3
5. INSURANCE PREMIUM PAYMENT PROCEDURE.....	3
6. INSURANCE INDEMNITY	4
7. OTHER PROVISIONS.....	4

1. TERMS USED IN THESE TERMS AND CONDITIONS

Insured – an individual having interest of insured, in favour of whom the Insurance contract is concluded.

BTA – BTA Insurance Company AAS, the Insurer in terms of the Insurance Contract Law.

Insured event – an event, the occurrence of which entails payment of Insurance indemnity in accordance with the concluded Insurance contract.

Insurance indemnity – the amount to be paid for an Insured Event in accordance with the concluded Insurance contract.

Insurance Contract – an agreement between BTA and the Policyholder according to which the Policyholder undertakes to pay the insurance premium in the manner, time and amount specified in the Insurance contract, as well as to comply with other obligations under the Insurance contract; in turn, BTA undertakes to pay the Insurance indemnity, upon Insured Event, in compliance with provisions of the Insurance contract. Insurance contract consists of the following documents: Insurance policy, list of Insureds, these Terms and Conditions, Exceptions list, Other provisions, Programme descriptions, Insurance Card, other arrangements concluded between the Policyholder and BTA.

Insurance programme – the set of services specified in the Insurance contract, the payment for which, upon occurrence of an Insured Event, is provided by BTA.

Sum Insured – the maximum amount indicated in Insurance contract that the health of each Insured is insured for, and which is the maximum amount to be paid out as Insurance indemnity upon occurrence of an Insured Event.

Insurance Period – the period of time specified in Insurance contract when the insurance cover under Insurance contract is in effect.

Medical institution – doctor offices, national and municipal institutions, economic practitioners and business companies, registered with the Latvian Register of Health-Care Institutions, Companies and Practices, comply with the requirements of the regulatory enactments of the Republic of Latvia and provide medical services.

When Insurance Contract is valid in the Baltic States (Estonia, Lithuania), then, for purposes of these Terms and Conditions, BTA makes Insurance indemnity payment for the expenses for the received services in accordance with the Insurance programme and provided that the service has been received at an institution, which complies with the mandatory requirements of the respective country's legislative enactments for Medical institutions and their constituent units and provides medical services.

Medical practitioner – person, who has medical education and who is engaged in medical treatment, and is registered in the Latvian Register of Medical Practitioners.

Insurance Premium – payment for insurance specified in Insurance contract.

Policyholder – a legal entity or a natural person, who enters into Insurance Contract in favour of Insureds.

Insurance policy – document confirming the fact of signing Insurance Contract, including the Insurance contract's Terms and Conditions that the Policyholder and BTA have agreed upon.

Insurance Card – individual health insurance card or electronic card of BTA-defined standard form, issued to each Insured that confirms the rights of the Insured to receive Insurance indemnity for services under the selected Insurance programme.

BTA Contractual Institution – Medical institution, sports institution, a store of optical appliances, pharmacy, which has signed a cooperation agreement with BTA for providing certain services. The updated list of institutions, cooperating with BTA, is published on BTA website www.bta.lv. During the effective period of the Insurance contract, the Insurer shall be entitled to perform unilateral amendments to this list; the respective amendments shall be binding as of the moment of posting on the BTA website www.bta.lv.

Service provider institution – medical institutions, as well as pharmacies and optical institutions, operating in the territory of the Republic of Latvia according to the procedure defined in the regulatory enactments of the Republic of Latvia, providing prophylactic, therapeutical and rehabilitation services, and sports institutions, where services for health improvement and prophylaxis are provided by sport specialists certified according to the procedure defined in the regulatory enactments of the Republic of Latvia. As sports institutions, for purposes of these terms and conditions, shall not be regarded individual entrepreneurs or persons providing services for health improvement and prophylaxis as self-employed economic operators.

Limit – amount of money defined in the Insurance contract, amount defined as percentage, or quantity of services covered, within the framework of which BTA will compensate for expenses for services received upon occurrence of an Insured Event.

2. INSURANCE OBJECT

2.1. The Insurance object is the health of the Insured.

3. INSURANCE COVER

- 3.1.** Insured Event has occurred and Insurance indemnity shall be paid to compensate the Insured for expenses for received services:
- 3.1.1.** concerning the health of the Insured;
 - 3.1.2.** in accordance with Insurance programmes included in Insurance contract;
 - 3.1.3.** not exceeding the Sum Insured and the Limit;
 - 3.1.4.** within the territory defined in the Insurance contract;
 - 3.1.5.** during the Insurance period defined in the Insurance contract;
 - 3.1.6.** in a Medical institution, registered in the Register of Medical Institutions, and for services received from a Medic, registered in the Register of Medical Staff, sports institution, a store of optical appliances or pharmacy;
 - 3.1.7.** that are included in the Database of medical technologies applicable for medical treatment of the Latvian National Health service, as well as procurement of optical appliances, medication or sports classes.
- 3.2.** The insurance cover provided by the Insurance contract shall take effect at 00:00 of the first day of the Insurance period specified in the Insurance contract, but no sooner than the moment of payment of the Insurance Premium or the first instalment of the Insurance Premium, if the Insurance Premium is to be paid in instalments according to the Insurance contract, in cases when:
- 3.2.1.** the Insurance contract specifies the first day of the Insurance period as the Insurance Premium payment day;
 - 3.2.2.** the Insurance Premium payment day is before the first day of the Insurance period.
- 3.3.** If the Insurance contract requires the Insurance Premium or the first instalment of the Insurance Premium (if the Insurance Premium is to be paid in instalments according to the Insurance contract) to be paid after the first day of the Insurance period, then the insurance cover shall take effect at 00:00 of the first day of the Insurance period, provided that the Policyholder pays the Insurance Premium or its first instalment within terms and in amounts specified in the Insurance contract.
- 3.4.** In case the Insurance Premium or its first instalment has been paid after the payment term specified in the Insurance contract, BTA is entitled to refund the Insurance Premium paid past the due date to the Policyholder within 10 (ten) calendar days, and in case BTA is unaware of a way how the Policyholder could receive the refunded Insurance Premium, request such information from the Policyholder in writing. In such a case, the insurance cover has not taken effect.
- 3.5.** If BTA does not refund the Insurance Premium or its first instalment or send the request specified in Article 3.4 to the Policyholder within the term specified in Article 3.4 of these Terms and Conditions, the insurance cover has taken effect, in compliance with provisions of Articles 3.2 and 3.3 of these Terms and Conditions.
- 3.6.** In case the Insurance Premium or its first instalment has been paid after the term for Insurance Premium payment specified in the Insurance contract and a potential Insured Event has occurred before the Insurance Premium has been paid, insurance cover has not taken effect and BTA is obliged to notify the Policyholder within 10 (ten) calendar days about the invalidity of the insurance cover and refund the Insurance Premium paid past the due date to the Policyholder.

- 3.7.** The Insurance cover shall be in effect until 24:00 of the last day of the Insurance period specified in the Insurance contract, unless the Insurance contract has been terminated prior to its expiry by agreement of the Policyholder and BTA or due to other reasons.

4. OBLIGATIONS OF THE POLICYHOLDER, THE INSURED AND BTA

- 4.1.** An obligation of the Policyholder and the Insured at concluding Insurance contract is to provide accurate and truthful information, requested by BTA, and that is necessary for Insurance contract conclusion and execution.
- 4.2.** After concluding Insurance contract, the Policyholder has an obligation:
- 4.2.1.** to inform the Insureds about the conclusion of the Insurance contract in their favour and introduce them with Insurance programmes and Terms and Conditions of the Insurance contract, and to explain them their rights and obligations under the Insurance contract;
 - 4.2.2.** to pay the Insurance Premium within the amount and term specified in the Insurance contract.
- 4.3.** Obligations of the Insured are:
- 4.3.1.** to take care of maintaining their health, while following the Medical practitioner's instructions in case of illness;
 - 4.3.2.** to deny another person the option to use the Insured's Insurance Card, and, in case the Insurance Card gets lost, immediately, as soon as possible, to notify BTA thereof;
 - 4.3.3.** prior to accepting a service in a BTA's Contractual Institution, present the BTA Insurance Card and the Insured's identity document;
 - 4.3.4.** to keep track, including requesting information from BTA, of the amount of the disbursed Insurance indemnity, so that it did not exceed the Sum Insured and Limit specified in the Insurance contract;
 - 4.3.5.** to adhere to the terms and obligations specified in any other document of the Insurance contract, for instance, descriptions of Insurance programmes and Other provisions.
- 4.4.** To have BTA disburse Insurance indemnity for the received services, for which the Insured paid from own funds, the Insured shall immediately, as soon as it has become possible, but not later than within 30 (thirty) days after receiving the service, to notify BTA about the potential Insured Event according to the procedure defined in the Programme, and to submit to BTA:
- 4.4.1.** a copy of a personalized payment document, containing the following information specified: the service provider, service recipient, service name and its brief description, quantity, price, receipt date;
 - 4.4.2.** other documents requested by BTA about services received by the Insured so that BTA could identify the circumstances pertaining to the potential Insured Event or determine the amount of the Insurance indemnity to be disbursed.
- 4.5.** the Policyholder or the Insured are obliged to immediately notify BTA in writing, incl. electronically, in case:
- 4.5.1.** the Insurance Card has been lost, stolen or robbed. Otherwise the Insured shall have to compensate all losses and expenses incurred by BTA therefore;
 - 4.5.2.** the Insured's data on the Insurance Card have changed (for instance, in case the surname gets changed).
- 4.6.** Upon receipt of a respective claim from BTA, the Insured shall, no later than within 10 (ten) business days, refund BTA the amounts BTA will have paid to the BTA's Contractual Institution for the services received by the Insured:
- 4.6.1.** exceeding the Sum Insured specified in the Insurance contract;
 - 4.6.2.** exceeding the Limit specified in the Insurance contract, including the quantity of compensated services;
 - 4.6.3.** that are received after expiry of Insurance contract or Insurance card for any reasons.
- 4.7.** BTA is obliged to:
- 4.7.1.** produce, issue or activate the Insurance Card;
 - 4.7.2.** upon occurrence of a Insured Event, disburse Insurance indemnity in line with the Insurance Contract terms;
 - 4.7.3.** upon request of the Insured, inform about the balance of the Sum Insured or Limit;

5. INSURANCE PREMIUM PAYMENT PROCEDURE

- 5.1.** The Policyholder shall pay the insurance premium within the time limits and in the amount specified in the Insurance Contract.
- 5.2.** The insurance premium shall be considered paid:
- 5.2.1.** at the moment when BTA has received the payment at BTA's specified current account with a credit institution or the Policyholder has paid the respective amount of money to BTA in cash, which is confirmed by a payment document;
 - 5.2.2.** if the Insurance premium is paid to an insurance intermediary expressly authorised by BTA to collect the insurance premium – at the moment the Policyholder has paid the respective amount of cash to the insurance intermediary, which is supported by a payment documentation, or at the moment, when

the insurance intermediary has received the payment at its specified current account with a credit institution.

- 5.3.** If the Policyholder fails to pay the Insurance premium within the time limit set forth in the Insurance contract, BTA will be entitled to request and the Policyholder shall be obliged to pay BTA a penalty of 0.1 % (zero point one per cent) of the outstanding amount for each day of delay. However, the total amount of the penalty may not exceed 10 % (ten per cent) of the outstanding Insurance premium amount.

6. INSURANCE INDEMNITY

- 6.1.** BTA shall pay Insurance indemnity:
- 6.1.1.** to the Insured or his appointed person, if the Insured himself or another person has paid for the services rendered to the Insured.
 - 6.1.2.** to BTA's Contractual Institution for services rendered to the Insured, which the Insured or another person have not paid for.
- 6.2.** At the request of the person entitled to claim Insurance indemnity, BTA will enable this person to study the documents, based on which BTA had made the decision of Insurance indemnity payment or rejection, or issue copies of the documents for a fee not exceeding the costs of producing the document copies.

7. OTHER PROVISIONS

- 7.1.** Parties shall not disclose the Terms and Conditions of the Insurance contract and the information received under the Insurance contract regarding parties to the Insurance contract or third parties, as well as not to use it contrary to the interests of other parties to the Insurance contract, except for cases defined in legislative regulatory enactments of the Republic of Latvia. BTA is entitled to provide the Insurance contract related information to experts, reinsurers, as well as to keep it in BTA databases.
- 7.2.** All disputes arising between the Insurance contract parties, shall be settled by way of negotiation. If mutual consent cannot be thus reached, any dispute, disagreement or claim under this Insurance contract, concerning the contract or its breach, termination or invalidity, shall be finally settled by the Court of the Republic of Latvia in line with the legislation effective in the Republic of Latvia, unless BTA and the Policyholder have agreed upon another dispute settlement procedure in the Insurance contract.
- 7.3.** The Policyholder and the Insured are not entitled to assign to any third parties any rights to claim under the Insurance contract, including the existing or potential.
- 7.4.** Should any contradiction be found between these Terms and Conditions and the Terms and Conditions of the Insurance programme, the Terms and Conditions of the Insurance programme shall be binding to parties.
- 7.5.** The contractual relations under Insurance contracts shall be handled by applying the legislation of the Republic of Latvia.
- 7.6.** BTA, as the personal data controller, processes personal data of natural persons in compliance with personal data processing requirements defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other regulatory enactments.
- 7.7.** Irrespective of any terms of the concluded Insurance Contract, BTA has no obligation to provide insurance protection or perform any payments, or provide services, or provide benefits to persons or any third party insofar such insurance protection, payment, service, benefit and / or business or activity of the Policyholder, the Insured, the Beneficiary or a person claiming insurance indemnity, violates the enforceable sanctions, financial embargo and economic sanctions, laws and terms, which are directly to be enforced by BTA. The enforceable sanctions are national sanctions imposed by the Republic of Latvia, European Union sanctions, United Nations Organization sanctions, United States of America sanctions and / or other sanctions, which are to be complied with and executed by BTA in accordance with regulatory enactments.
- 7.8.** The principles of processing of personal data conducted by BTA, as well as these Terms and Conditions, are published on BTA's website www.bta.lv.