

Approved by BTA Insurance Company SE Board decision No. LV1_0002/02-03-03-2013-69 on 10 September 2013

BTA concludes health insurance contracts in accordance with these Terms and Conditions.

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1. TERMS USED IN THESE TERMS AND CONDITIONS

Insured	An individual in favour of which the Insurance contract is concluded.
Policyholder	A legal entity who concludes an Insurance contract in favour of Insureds.
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 in compliance with provisions of the contract. An Insurance contract consists of the following documents: Insurance policy, list of Insureds, these Terms and Conditions, Ancillary provisions, Programme descriptions, Insurance Card, other arrangements concluded between the Policyholder and BTA.
Insurance indemnity	The amount to be paid for an Insurable event in accordance with the concluded Insurance contract.
Insurable Event	An event with Insurance indemnity provided upon its eventual future occurrence in compliance with terms and conditions of Insurance contract.
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 Insurable Event.
Insurance period	The period of time specified in Insurance contract when the insurance cover under Insurance contract is in effect.
Insurance programme	A list and extent of healthcare services established in Insurance contract, payment of which is ensured by BTA.
Insurance policy	Document confirming the fact of signing Insurance contract and including the Insurance contract's Terms and Conditions that the Policyholder and BTA have agreed upon a document which verifies entering into an insurance contract and includes the terms and conditions of the insurance contract which the Policyholder and BTA have agreed upon.
Insurance Premium	Payment for insurance specified in Insurance contract.
Insurance Card	An individual card issued to the Insured that certifies that health of the Insured is insured.
Medical institution	A health care institution, company and doctor practice registered with the Latvian Register of health-care institutions, companies and practices.
BTA	BTA Insurance Company SE, the Insurer under the Law on Insurance Contracts
Contractual Institution of BTA	Medical institution, sports institution, a store of optical appliances and drugstore that has signed a cooperation agreement with BTA.
Limit	Amount of money specified in the Insurance contract, percentage to the amount of which BTA shall cover the expenses for received services, or the number of compensated services, within the framework of which are compensated the expenses for services

received by the Insured upon occurrence of an Insurable Event.

2. INSURANCE OBJECT

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

3. INSURANCE COVER

Insurance cover **3.1.** Insurable 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 Republic of Latvia and the Insurance period in the Insurance contract;
3.1.5. in a medical institution with a medic working there, sports institution, a store of optical appliances or drugstore;
3.1.6. 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.

Insurance cover taking effect **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, on cases when:
3.2.1. the Insurance Premium payment day is not specified in the Insurance contract;
3.2.2. the Insurance contract specifies the first day of the Insurance period as the Insurance Premium payment day;
3.2.3. 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.

Overdue Insurance Premium payment **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.

Occurrence of a potential Insurable Event after an overdue payment of Insurance Premium **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 Insurable 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.

Expiry of Insurance cover **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. EXCEPTIONS

General exceptions **4.1.** The matters listed below shall not be regarded an Insurable Event and the expenses incurred thereof shall not be compensated:
4.1.1. that the Insured has incurred due to a force majeure, it is, an extraordinary occasion that the Insured could neither predict nor avert, (for instance, natural disaster, terroristic acts, revolts, strikes, other mass insurgencies, wars);
4.1.2. in case the Insured has cured himself, using medication or narcotic substances,

the use of which is not required from the healing aspect and they have not been prescribed by the patient's doctor for this particular case;

4.1.3. in case the Insured has deliberately damaged his health, which includes attempting a suicide;

4.1.4. that the Insured has incurred due to abuse of alcohol, toxic, narcotic or other intoxicating substances;

4.1.5. that the Insured has incurred while conducting illegal activity, legal violation, or committing a criminal offence or taking part in it;

4.1.6. that the Insured has incurred due to a pandemic. Pandemic for purposes of these Terms and Conditions is spreading of an infectious disease to a scale exceeding a level of morbidity inherent to a particular area, or emergence and intensive spreading of a disease in an area that it has not been registered previously, affecting broad geographic areas or continents, and a statement thereof has been made by the competent institution of the Republic of Latvia.

Expenses not reimbursed, unless specified otherwise in the Insurance contract

4.2. Unless the concluded Insurance contract does not directly and explicitly specified otherwise, the following shall not be considered an Insurable Event and the expenses related thereto shall not be reimbursed:

4.2.1. cosmetic services and treatment (e.g., photothermolysis, intense pulsed light therapy, cryotherapy), aesthetic surgical operations and manipulations, including treatment of benign skin growths (e.g., moles, papillomata, warts, keratosis), laser surgical, invasive and aesthetic dermatology, plastic, reconstructive and bariatric surgery, weight loss programmes, hydrocolonotherapy, seborrhoea treatment, lymphatic drainage, vacuum massage, consultations and services of a podiatrist, foot care services;

4.2.2. vision correction operations performed using laser technology, corneal refractive therapy, vein operations, sclerotherapy and paid services, including improved services regarding operations not covered under the Terms and Conditions of the concluded Insurance Contract;

4.2.3. expenses for acquisition of optical products, ancillary equipment (e.g., corsets, braces, elastic bandages, plaster, compression stockings, orthopaedic insoles, sanitary sets), tissue substitute materials used in operations (e.g., implants, prosthesis, meshes etc.);

4.2.4. treatment of health disorders caused by hepatitis C and chronic virus hepatitis, Hansen's disease;

4.2.5. diagnostics and treatment of health problems caused by sexually transmitted diseases, HIV and AIDS, spirochaete and Chlamydia infections, fungal diseases, alcoholism, drug addiction (narcomania and toxicomania), as well as services rendered to identify presence of alcohol, narcotic and toxic substances in organism;

4.2.6. anonymous consultations, diagnostics, treatment and preventive measures;

4.2.7. early medical examinations for drivers;

4.2.8. immunoglobulin therapy, intravenous and organ laser therapy, autohemotherapy, barotherapy;

4.2.9. consultations and services of a psychologist, psychotherapist, psychiatrist, narcologist, hypnologist, sexopathologist, andrologist, geneticist, speech therapist, phoniatriest, trichologist, osteopath, osteoreflexotherapist, technical orthopaedist and prosthetist, ergotherapist, sports doctor, physical and rehabilitation therapist, dietician, homeopath, dentist and dermatologist, cosmetologist and beautician;

4.2.10. unconventional medicine services (e.g., needle therapy, iridodiagnostics, bio-magnetic resonance, electropuncture);

4.2.11. paid services pertaining to pregnancy, foetal diagnostics, labour;

4.2.12. termination of pregnancy without medical indications and treatment of its consequences, family planning related services (for instance, contraception, infertility diagnostics and treatment, artificial fertilization, genetic examinations);

4.2.13. diagnostics and treatment of inherited pathologies, degenerative diseases and mental illnesses;

4.2.14. general massage, prostate or gynaecological massage, general body diagnostics, polysomnography, examination and treatment of sleep disorders, ambulatory rehabilitation services in day hospitals or rehabilitation centres, staying overnight in a day hospital;

4.2.15. capsule endoscopy;

4.2.16. treatment of diseases included in the state funded healthcare programme within the scope of paid services;

4.2.17. payments for selecting a doctor to surgeries;

- 4.2.18. services received in a medical institution not registered with the Medical Establishments Register and from a person not registered with the Medical Staff Register;
- 4.2.19. services that are performed using medical technology not approved in the Republic of Latvia or not included in the Medical institutions' pricelist (for instance, doctor's fee);
- 4.2.20. processing of medical documentation of medical examinations as well as their printouts, recordings and information provided on other data carriers, as a separate service, including 3 and 4 dimensional examinations regarding pregnancy;
- 4.2.21.** services prescribed without medical indications, as well as expenses for general prophylactic health inspections (check-up, etc.);
- 4.2.22.** services specified as non-reimbursable services under the selected Insurance programme;
- 4.2.23.** educational informative classes, lectures or training sessions;
- 4.2.24.** staying of a relative or a close person of the Insured in in-patient clinic;
- 4.2.25.** services included in pre-surgical and post-surgical care contracts.

5. SUM INSURED

Sum Insured	5.1. The Sum Insured is established upon agreement between the Policyholder and BTA and is specified in the Insurance contract.
Limit	5.2. The Policyholder and BTA may agree upon setting a Limit to some services in the Insurance contract.

6. OBLIGATIONS OF THE POLICYHOLDER, THE INSURED AND BTA

Obligation to provide information	6.1. 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.
Policyholder's obligations after concluding Insurance contract	<p>6.2. After concluding Insurance contract, the Policyholder has an obligation:</p> <p>6.2.1. 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;</p> <p>6.2.2. to pay the Insurance Premium within the amount and term specified in the Insurance contract.</p>
Insured's obligations during Insurance contract	<p>6.3. Obligations of the Insured are:</p> <p>6.3.1. to take care of maintaining his health, while following the treating doctor's instructions in case of illness;</p> <p>6.3.2. 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;</p> <p>6.3.3. prior to accepting a service in a BTA's Contractual Institution, present the BTA Insurance Card and the Insured's identity document;</p> <p>6.3.4. 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;</p> <p>6.3.5. to adhere to the terms and obligations specified in any other document of the Insurance contract, for instance, descriptions of Insurance programmes and Supplementary provisions</p>
Insured's obligations when a potential Insurable Event occurs	<p>6.4. To have BTA disburse the insurance indemnity, the Insured shall immediately, as soon as it has become possible, to submit to BTA:</p> <p>6.4.1. a completed and signed health insurance indemnity claim application of a definite form;</p> <p>6.4.2. the original copy of a personalized payment document or its copy certified by the Insured, containing the following information specified: service provider, service recipient, service name and its brief description, number, price, receipt date;</p> <p>6.4.3. other documents requested by BTA about services received by the Insured so that BTA could identify the circumstances pertaining to the Insurable Event or determine the amount of the Insurance indemnity to be disbursed.</p>
Obligations in case of loss, damage of Insurance Card	<p>6.5. the Policyholder or the Insured will be obliged to pay BTA EUR 4 (four euro) for production of a new Insurance Card, if:</p> <p>6.5.1. there is an error in the Insurance Card due to the fault of the Policyholder or the Insured;</p>

6.5.2. the Insurance Card has been lost or stolen.

In case the Insurance Card has been stolen, the Insured shall immediately inform BTA thereof in writing, otherwise the Insured shall have to compensate all losses and expenses incurred by BTA therefore;

6.5.3. the Insured's data printed on the Insurance Card have changed (for instance, in case the surname gets changed).

Failure to comply with Obligations

6.6. In case the Policyholder or the Insured due to malicious intent or gross negligence has failed to perform any obligation specified in these Terms and Conditions or other Insurance contract documents, then BTA is entitled to reject in payment of Insurance indemnity.

BTA may reduce the Insurance indemnity, but not more than by 50% (fifty per cent), if the Policyholder or the Insured has failed to perform any obligation specified in these Terms and Conditions or other Insurance contract documents due to minor negligence.

Joint liability of the Policyholder and the Insured

6.7. The Policyholder and the Insured are jointly liable for the Insured's compliance with the provisions of the Insurance contract. Upon receipt of a respective claim from BTA, the Policyholder and 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:

6.7.1. exceeding the Sum Insured specified in the Insurance contract;

6.7.2. exceeding the Limit specified in the Insurance contract, including the quantity of compensated services;

6.7.3. that are not compensated under the concluded Insurance contract.

BTA's obligations

6.8. BTA is obliged to:

6.8.1. produce the Insurance Card and issue it to the Policyholder;

6.8.2. in case of Insurable Event, disburse Insurance indemnity in line with Insurance contract Terms and Conditions;

6.8.3. upon request of the Insured, inform about the balance of the Sum Insured or Limit;

6.8.4. to process the personal data of the Insured, including sensitive personal data that have occurred at the disposal of BTA when concluding the Insurance contract, during it, as well as after it has become invalid, with a purpose to execute the health Insurance contract in compliance with the Latvian Personal Data Protection Law, and disclose it exclusively in cases specified in the regulatory enactments of the Republic of Latvia.

7. INSURANCE INDEMNITY

Insurance indemnity disbursement procedure

7.1. BTA shall disburse Insurance indemnity:

7.1.1. to the Insured or his appointed person, if the Insured himself or another person has paid for the services rendered to the Insured;

7.1.2. to BTA's Contractual Institution for services rendered to the Insured, which the Insured or another person have not paid for.

BTA Contractual Institutions

7.2. Updated list of BTA contractual institutions is published on BTA's website: <http://www.bta.lv>. While the Insurance contract is in effect, BTA is entitled to amend the list of BTA contractual institutions unilaterally and the respective amendments shall be binding upon the Insured as of the moment they are published on BTA's website: <http://www.bta.lv>.

8. OTHER PROVISIONS

Confidentiality of information

8.1. Parties shall not disclose the Terms and Conditions of the Insurance contract and the confidential 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 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.

Dispute settlement procedure

8.2. 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.

8.3. 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.

Document priority

8.4. 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.

Applicable legislation

8.5. The contractual relations under Insurance contracts shall be handled by applying the legislation of the Republic of Latvia.

8.6. These Terms and Conditions are published on BTA's website: <http://www.bta.lv/noteikumi>.

8.7. These Terms and Conditions shall apply to Insurance contracts concluded as of 1 October 2013, unless parties have agreed otherwise in the Insurance contract.