PERSONAL ACCIDENT INSURANCE

Terms and Conditions No. 8-2, Annex 4



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1. WHAT IS WHAT?

Initial Diagnosis of the Illness – temporary diagnosis of the illness that is fixed in writing in your medical documentation based on the symptoms of the illness and illness anamnesis data. The illness, when for the first time, must be initially diagnosed within the effective period of the insurance contract.

Final Confirmed Diagnosis of Illness – illness diagnosis proved by respective laboratory and instrumental medical examinations and confirmed by the opinion of a respective certified doctor-specialist in your medical documentation.

Initial Date of Illness – the date when the Final Confirmed Diagnosis of Illness is determined. Initial Date of the Illness is also deemed the date when the Initial Diagnosis of the Illness is registered, provided that no later than within 1 (one) month after the expiry of the insurance contract it is confirmed by documents by an opinion of a respective certified doctor-specialist as the Final Confirmed Diagnosis of Illness.

Waiting Period – a period of time counting from the day when the insurance contract concluded on your behalf comes into effect, during which the insurance indemnity is not granted upon establishment of the Final Confirmed Diagnosis of Illness or the death due to the illness.

The Waiting Period is 90 (ninety) days, unless provided otherwise in the insurance contract.

When, right after expiry of an insurance contract concluded on your behalf that included the "Critical illnesses" type of cover, a new insurance contract is concluded that also includes this type of cover, and there is no gap between these two sequentially concluded insurance contracts, then there is no Waiting Period.

Survival Period – a period of time counting from the Initial Date of Illness, surviving which the insured receives the insurance indemnity.

The Survival Period is 28 (twenty-eight) days, unless provided otherwise in the insurance contract.

2. WHAT IS INSURED?

- **2.1** The insurance object is your health.
- **2.2** An insured risk under these Terms and Conditions is an illness that has occurred to you while the insurance contract is in effect, and "Critical illnesses" cover type is effective only if specified so in the insurance contract. An insured event occurs on the Initial Date of Illness of one of the illnesses listed in these Terms and Conditions occurring to you, provided that the critical illness has not resulted from decompensation due to another illness, is not a complication of another illness and is not diagnosed as a secondary diagnosis.
- **2.3** In the case when the Initial Diagnosis of Illness is registered during the effective period of the insurance contract, which is confirmed by a documented opinion of respective certified doctor-specialist as the Final Confirmed Diagnosis of Illness after the expiry of the insurance contract, but no later than within a period of 1 (one) month after the registration of the Initial Diagnosis of the Illness, it is considered as an insured event.
- **2.4** In case any of the diseases specified below result in death after the expiry of the Surviving Period, we will grant insurance indemnity provided that the Final Confirmed Diagnosis of Illness has been established while the insured was still alive.

INSURANCE PROTECTION TYPE- AIDS

3. WHAT IS INSURED?

Being infected with the human immunodeficiency virus in the last, life-threatening stage, when the human immune system is not able to fight bacteria and virus infections that do not cause any illness to normal immune systems. The disease referred to in this Article is an insured event and insurance indemnity is granted if during the effective period of the insurance contract the HIV infection and AIDS are diagnosed for the first time. The Final Confirmed Diagnosis of Illness must be confirmed by a documented opinion of experts of the Latvian Centre of Infectious Diseases.

INSURANCE PROTECTION TYPE - BLINDNESS

4. WHAT IS INSURED?

Irreversible, permanent and complete loss of vision in both eyes as a result of illness, which has been initially diagnosed within the effective period of the insurance contract. The duration of the loss of vision must last for at least consecutive six months after the final diagnosis of illness has been established. The diagnosis must be confirmed by a documented opinion of ophthalmologist six months after the final diagnosis of illness has been established.

5. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event – temporary blindness.

INSURANCE PROTECTION TYPE - ALZHEIMER'S DISEASE (BY 64 YEARS OF AGE)

6. WHAT IS INSURED?

Progressive dementia induced by early-stage Alzheimer's disease, with characteristic psychic functional disorders affecting memory, ability to formulate ideas, to reason, to express, psychic-emotional balance, movements and ability to take care of oneself.

This diagnosis shall be confirmed by the characteristic clinical examinations and results of diagnostic examinations. The Final Confirmed Diagnosis of Illness must be confirmed by a documented opinion of a neurologist.

7. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event:

- other forms of Alzheimer's disease (except for Early-stage);
- other diseases with manifestation of dementia.

INSURANCE PROTECTION TYPE - PARALYSIS, LOSS OF LIMBS

8. WHAT IS INSURED?

- **8.1.** Complete irreversible loss of one or several limbs (above knee or elbow joint) or their functions, occurring as a result of spinal cord disease induced damage and is not trauma-related. A chronic disease and paralysis have to be diagnosed during the effective period of the policy.
- **8.2.** Limb paralysis is considered an insured event and the insurance indemnity is granted if the health condition remains constant or the disease progresses during 6 (six) months after the confirmation of the aforementioned diagnosis. The diagnosis must be confirmed by a documented opinion of neurologist six months after the final diagnosis of illness has been established.

9. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event:

- flaccid paraparesis;
- paralysis in the event of Guillain-Barre syndrome.

INSURANCE PROTECTION TYPE – CHRONIC RENAL FAILURE

10. WHAT IS INSURED?

Chronic, irreversible failure of both kidneys, when the treatment requires regular peritoneal hemodialysis or kidney transplantation and that has developed on the background of undiagnosed chronic kidney illness. The Final Confirmed Diagnosis of Illness must be confirmed by a documented opinion of nephrologist.

INSURANCE PROTECTION TYPE – STROKE

11. WHAT IS INSURED?

- **11.1.** Sudden disturbance in the blood supply to the brain, occurring for the first time, caused by arterial embolism, vein thrombosis or cerebral haemorrhage resulting in permanent neurological damage.
- **11.2.** This diagnosis must be substantiated by all of the following criteria:

- **11.2.1.**the fact of permanent neurological damage must be confirmed by a neurologist no sooner than three months after the seizure or at a later time and be persistent after the used therapy;
- **11.2.2.**magnetic resonance image, computed tomography or other indications with similar imaging technique indicating the diagnosis of a new stroke.

The Final Confirmed Diagnosis of Illness must be confirmed by a documented opinion of neurologist.

12. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event:

- transient ischemic attack;
- micro-stroke;
- brain damage caused by an accident (trauma, injury).

INSURANCE PROTECTION TYPE - CORONARY ARTERY BYPASS SURGERY

13. WHAT IS INSURED?

Open cardiac surgery to eliminate narrowing or blockage of two or more coronary arteries by shunting to improve the blood supply to the damage affected area of the myocardium. The surgical operation involves opening the chest. The diagnosis shall be confirmed angiographically and cardiologist has to approve the necessity of the surgery.

14. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event:

- percutaneous transluminal coronary angioplasty;
- other non-surgical manipulations, including application of laser technology;
- shunting operation to address a narrowing or blockage of one coronary artery.

INSURANCE PROTECTION TYPE - DEAFNESS

15. WHAT IS INSURED?

Irreversible, permanent and complete loss of hearing in both ears as a result of illness, which has been initially diagnosed within the effective period of the insurance contract. The duration of the loss of hearing must last for at least consecutive six months after the final diagnosis has been established. The diagnosis must be confirmed by an audiogram or opinion of ENT (ear, nose, and throat) specialist six months after the final diagnosis of illness has been established.

INSURANCE PROTECTION TYPE - BENIGN BRAIN TUMOR

16. WHAT IS INSURED?

Benign tumor in the brain having the following characteristics: life-threatening, has caused disorders of the brain function, it is surgically removed, or, when not operable, causing constant neurologic defects. The diagnosis must be confirmed by the characteristic examinations and neurologist's or neurosurgeon's opinion.

17. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event:

- cysts;
- granulomas;
- angiomas;
- haematomas;
- pituitary or spinal cord tumor.

INSURANCE PROTECTION TYPE – LYME DISEASE

18. WHAT IS INSURED?

Infection caused by bacteria that are spread into human organism by bite on an infected tick. Only the stage of neuroborreliosis is considered as insured event. The tick bite has to be identified during the insurance period and

the tick removed in a medical institution. The Insured will have to submit the results of two serological examinations, confirming the presence of the infection (Borrelia burgdorferi) in the blood.

INSURANCE PROTECTION TYPE - MENINGOCOCCAL DISEASE

19. WHAT IS INSURED?

- **19.1.** Infectious disease, induced by meningococcus type B infection in the brain or meninges, entering through airways or by saliva.
- **19.2.** Only the following meningococcal infections shall be regarded an insured event: meningococcal suppurative meningitis, meningoencephalitis, meningococcemia, fulminant meningococcal meningitis. The diagnosis must be confirmed by the characteristic laboratory examinations and the treatment carried out in night hospital.

20. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event:

- other types of serological meningitis;
- other types of bacterial meningitis.

INSURANCE PROTECTION TYPE – MYOCARDIAL INFARCTION (HEART ATTACK)

21. WHAT IS INSURED?

- **21.1.** The damage of heart muscle tissues involving cell necrosis caused by interruption of blood supply to the heart muscle. This diagnosis must be confirmed by all of the following criteria corresponding to condition of a fresh myocardial infarction:
 - **21.1.1.** sudden, very intense burning, tearing, choking pain in the chest;
 - 21.1.2. new electrocardiographic changes that prove the infarction;
 - **21.1.3.** increase in cardiac markers typical to infarction.

The Final Confirmed Diagnosis of Illness with all the listed symptoms must be confirmed by an opinion of a cardiologist.

If any of the symptoms is not established, the event will not be considered an insured event.

22. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event:

- microinfarction;
- silent infarction;
- angina attacks;
- other acute coronary syndromes.

INSURANCE PROTECTION TYPE - MULTIPLE (DISSEMINATED) SCLEROSIS

23. WHAT IS INSURED?

A general disease of the central nervous system (brain and spinal cord) in which the myelin sheaths around the axons disintegrate. It causes various physical, perception and sensation disorders that can progress to complete functional inability and death. The said diagnosis must be substantiated by typical demyelination tests, motor and sensory function disorder symptoms, magnetic resonance indicators.

The Final Confirmed Diagnosis of Illness must be confirmed by a documented opinion of neurologist.

INSURANCE PROTECTION TYPE - ORGAN TRANSPLANTATION

24. WHAT IS INSURED?

Transplant operation of the heart, lungs, or lung lobe, liver or liver lobe, kidney, pancreas or bone marrow to replace completely damaged organs. The patient must be registered for organ transplantation in the waiting list of the Latvian Transplant Centre.

25. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event:

- transplantation of any other organs, part of organs, tissue or cells;
- organ donors;
- autotransplantation, syngeneic transplantation.

INSURANCE PROTECTION TYPE – PRIMARY DIABETES MELLITUS TYPE 1

26. WHAT IS INSURED?

Pancreatic disease of Type 1 diagnosed for the first time, the key feature of which is disorders of insulin production, resulting in higher level of glucose in blood due to insulin deficiency. Insufficient function of the pancreas is compensated by regular insulin injections.

The diagnosis must be confirmed by the characteristic laboratory examinations . The Final Confirmed Diagnosis of Illness must be confirmed by a documented opinion of endocrinologist.

27. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event:

- other types of diabetes, incl. diabetes mellitus type 2, secondary diabetes mellitus and gestational (pregnancy) diabetes;
- latent autoimmune diabetes in adults (LADA).

INSURANCE PROTECTION TYPE - LOSS OF SPEECH (APHASIA)

28. WHAT IS INSURED?

Irreversible, permanent and complete loss of speech as a result of illness, which has been initially diagnosed within the effective period of the insurance contract. Insurance also covers cases occurring as a result of surgical operations or medical treatment of illness. The duration of the loss of hearing must last for at least consecutive six months after the final diagnosis has been established. The diagnosis must be confirmed by an audiometric examination data and opinion of ENT (ear, nose, and throat) specialist six months after the final diagnosis of illness has been established.

29. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event – psychiatric matters related cases.

INSURANCE PROTECTION TYPE - CARDIAC SURGERY

30. WHAT IS INSURED?

Primary surgery of heart valve to replace or correct one or more heart valves. The surgical operation involves opening the chest or by endoscopy. The necessity of the surgery shall be approved by cardiologist supporting such statement by echocardiographic or cardiac catheterization findings.

31. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured event – hereditary cardiac diseases.

INSURANCE PROTECTION TYPE – CANCER

32. WHAT IS INSURED?

Primary formation of malignant cells involving their uncontrolled growth and spreading to the adjacent tissue and destruction or distant metastases in other organs. Leucosis and cancerous lymphoma are also included. The said diagnosis must be substantiated by a histological opinion regarding malignant tumour confirmed by an oncologist or pathologist. The diagnosis is considered as finally confirmed on the day the histopathological examination diagnosis is established.

The Final Confirmed Diagnosis of Illness must be confirmed by a documented opinion of oncologist.

33. WHEN INSURANCE IS NOT VALID?

In addition to the exclusions specified in Article 34 of these Terms and Conditions, the following illnesses are not considered an insured 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 leukemia (CLL);
- all skin tumours, except for invasive malignant melanoma (Clark's Level II);
- all tumours in the presence of HIV or AIDS infection;
- prostate cancer, histologically diagnosed as T1*;
- * According to the international TNM classification.

34. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THESE TERMS AND CONDITIONS

- **34.1.** A disease caused by usage of alcoholic, narcotic, psychotropic or toxic substances shall not be considered an insured event.
- **34.2.** Upon occurrence of any of the Critical illnesses specified in these Terms and Conditions during the effective period of the insurance contract, insurance indemnity will not be granted if you have already been ill with the respective kind of disease before.
- **34.3.** Insurance indemnity will not be granted if the Final Confirmed Diagnosis of Illness is established or death of the insured has occurred due to the illness during the Waiting Period.

35. WHAT SHOULD YOU DO TO RECEIVE INDEMNITY?

In order to receive the insurance indemnity, you (in the event of death - a person who is entitled to receive the insurance indemnity) are obliged immediately, as soon as possible, to communicate to us of both the Initial Diagnosis of Illness and the Final Confirmed Diagnosis of Illness (in the event of death – the death and the reason of death) submitting the documents confirming this fact to us. In case we are informed about the abovementioned fact later than within 30 (thirty) days after the day of the confirmation of a respective diagnosis (in the event of death – the day of death), the abovementioned persons have to prove the improbability for them to inform us sooner.

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

We pay out a single insurance indemnity after the expiry of the Survival Period of 100% (one hundred per cent) of the sum insured specified for the insurance cover "Critical Illnesses" in the insurance contract.

37. OTHER PROVISIONS

- **37.1.** Pursuant to these Terms and Conditions, the insurance protection shall be in effect globally, unless provided otherwise in the insurance contract.
- **37.2.** All issues not covered by these Terms and Conditions, shall be settled in accordance with the BTA Baltic Insurance Company AAS General Insurance Terms and Conditions, Personal Accident Insurance Terms and Conditions, the insurance contract and the effective regulatory enactments of the Republic of Latvia.
- 37.3. These Terms and Conditions are published on BTA website http://www.bta.lv/.
- **37.4.** These Terms and Conditions shall apply to insurance contracts, concluded as of 26 september 2017, unless otherwise agreed by the parties in the insurance contract.