



APPROVED

By BTA Insurance Company SE Board decision

No LV1_0002/02-03-03-2013-112 of 18 December 2013

PERSONAL ACCIDENT INSURANCE TERMS AND CONDITIONS No 8.1

BTA Insurance Company SE concludes personal accident insurance contracts in accordance with General Insurance Terms and Conditions which are effective at the moment of conclusion of the insurance contract and are signed with electronic signature and are placed here: www.bta.lv/noteikumi.

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1. WHAT IS WHAT?

We – BTA Insurance Company SE, Insurer according to the Law on Insurance Contracts.

You – physical person indicated in the insurance contract, on whose behalf the insurance contract has been concluded, Insurer according to the Law on Insurance Contracts.

Child – person, who has not reached the age of 18. This definition is not applied to the type of insurance coverage “Child study allowance”.

Accident – sudden, unexpected, external occurrence beyond Your control which causes damage to Your physical condition.

Disability – physical injury caused by the Accident resulting in complete and irrevocable disorder of body functions or anatomical defect of a particular body part thereby causing complete or partial permanent incapacity to work, which will be confirmed by a conclusion made by the State Medical Commission for Assessment of Health Condition and Working Capacity or another public institution that has assumed its functions (hereinafter – State MedCom).

Injuries – one or more bone fractures, dislocations, burns, frostbite or wound injuries caused due to the Accident, acute poisoning by poisonous plants, chemical, toxic substances (industrial or household) or medicinal products, getting tick borne encephalitis (encephalomyelitis) or poliomyelitis despite of being vaccinated against respective diseases, 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 caused without external mechanical impact due to bone structure changes.

Increased Risk Bone Fracture – a bone fracture facilitated by earlier traumatic joint injuries (joint cord strain, joint capsula ruptures, joint dislocations, “habitual dislocations”), as well as a bone fracture caused by external impact in the background of the changed bone structure.

Professional 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 diagnosed 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?

2.1. The insurance object is Your physical condition.

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.

Is Your insurance valid while doing sports?

2.4. Sports and other types of physical activities involving an increased risk are insured under the following conditions:

2.4.1. included automatically: training in the gym, aerobics and its forms, swimming, participation in disciplines and competitions during sporting festivals, cycling, golf, bowling, curling, orienteering, skating, flying by a hot air balloon (as a passenger), 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 (hereinafter – Hobby);

2.4.2. Sports, 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:

hunting, skiing, snowboarding, hockey, basketball, football, volleyball, horse riding, mountain biking and other physical activities that, according to these Terms and Conditions, are not specified as Increased Risk Sports or are listed as Hobby, if You participate in competitions by doing the sports specified as Hobby.

2.4.3. Sports of Increased Risk, if specified so in the insurance contract, that means that insurance coverage includes all kinds of individual or organized physical activities in which You are engaged and that requires a special technical inventory or outfit, as well as coverage is valid for professional sportsmen, to whom sport is main or one of sources of income as also riding on a motorcycle, quadracycle and scooter as a passenger.

For the purposes of these Terms and Conditions, Sports of Increased Risk are for example: mountaineering, mountain climbing, speleology, auto racing, motorsports, downhill, BMX, driving a motorcycle, quadracycle and scooter, water sports, skydiving, kickboxing, boxing, bobsleigh, gliding, paragliding, paraplanerism, rugby, American football, windsurfing, underwater scuba diving, flights with aircraft (except as an aircraft passenger) or flying devices, 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.

2.4. If an Accident occurs while You are doing Sports 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 Sports was included in Your insurance contract, but no more than 150 EUR (one hundred fifty euro) for one insured event.

TYPE OF THE INSURANCE COVERAGE - DEATH

3. HOW DOES THE INSURANCE WORK?

3.1. Insurance indemnity is paid if an Accident results in death that occurs during the effective period of the insurance contract or during a period of 1 (one) year after the Accident, hereinafter referred to as "Death" in the Terms and Conditions and the insurance contract.

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.

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?

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: "Injuries", "Medical Expenses", "Daily Allowance", "Hospital Fee", "Cosmetic Surgeries", "Payment for Sweets", "Expenses for Private Tuition" and "Ionizing radiation exposure". If the insurance indemnity for "Disability" that already has been disbursed is equal or exceeds the insurance indemnity for "Death" calculated in accordance with the procedures set forth in Article 4.1 of these Terms and Conditions, additional insurance indemnity in the event of "Death" will not be paid.

TYPE OF THE INSURANCE COVERAGE - DISABILITY

5. HOW DOES THE INSURANCE WORK?

5.1. Insurance indemnity is paid if an Accident results in Your disability that sets in during the effective period of the insurance contract or within a period of 1 (one) year after the Accident, to be extended for a period of not less than one year after one year since the primary conclusion of the State MedCom, hereinafter referred to as "Disability" in the Terms and Conditions and the insurance contract.

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

6.1. We will pay insurance indemnity in the following amounts:

a) group I disability – 100% (one hundred per cent) of the sublimit specified for the “Disability” in the insurance contract;

b) group II disability – 50% (fifty per cent) of the sublimit specified for the “Disability” in the insurance contract;

c) group III disability – 25% (twenty-five per cent) of the sublimit specified for the “Disability” in the insurance contract;

or

d) according to Annex 4 or to Annex 5 “The Amount of Insurance Indemnity in the Event of Disability”, if the parties have agreed upon it when signing the insurance contract and it is specified in the insurance contract.

Insurance indemnity shall 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.

In the event when an Accident results in several mutilations referred to in Annex 4, and in insurance contract is agree that “Disability” is insured in accordance with in Annex 4, insurance indemnity is granted for each mutilation; however the total amount may not exceed the sublimit specified in the insurance contract for “Disability”.

In the event when “Disability” is insured in accordance with in Annex 5 specified so in the insurance contract, and an Accident results in several mutilations referred to in Annex 5, the insurance indemnity is granted for one, the most serious of sustained mutilations.

In the case when a Child becomes disabled as a result of an Accident and the Disability is insured by calculating indemnity payment according to the disability groups instead of Annex 5, then We will pay the insurance indemnity of 25% (twenty-five percent) of the sublimit for “Disability”. Upon reviewing the disability group, when the Child reaches the age of 16, We will pay an insurance indemnity, which is calculated as a difference between the percentage of the sublimit for “Disability” which should be paid according to the just established disability group and the insurance indemnity that has been disbursed earlier.

6.2. If You already had a mutilation prior to occurrence of the Accident, the insurance indemnity will be calculated as a balance between the percentage from the sublimit for “Disability” that would have to be paid for the mutilation resulting from the Accident as provided in Article 6.1 above and the percentage from the sublimit for “Disability” for the mutilation that was present prior to occurrence of the Accident.

6.3. In the event of “Disability”, from the insurance indemnity amount calculated by us in accordance with the procedure referred to in Article 6.1 and 6.2 of these Terms and Conditions, will be deducted all the insurance indemnities disbursed under a respective insurance contract for the following types of insurance coverage: “Injuries”, “Medical Expenses”, “Daily Allowance”, “Hospital Fee”, “Cosmetic Surgeries”, “Payment for Sweets”, “Expenses for Private Tuition” and “Ionizing radiation exposure”.

TYPE OF THE INSURANCE COVERAGE - INJURIES

7. HOW DOES THE INSURANCE WORK?

7.1. The insurance indemnity is paid if an Accident results in an injury sustained by You, which occurs during the effective period of the insurance contract, hereinafter referred to as “Injuries” in the Terms and Conditions and the insurance contract.

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

8.1. We will disburse the insurance indemnity according to Annex 1, Annex 2 or Annex 3 to these Terms and Conditions “The Amount of Insurance Indemnity for an Accident” provided that the consequences of injuries are treated for not less than 5 (five) calendar days and this fact is confirmed by documents signed by an attending physician.

The insurance indemnity is calculated as percentage of the sublimit specified in the insurance contract for “Injuries” according to the Annex agreed upon as the effective one when concluding the insurance agreement and indicated in the insurance contract.

8.2. In the event of Increased Risk Bone Fracture we will pay an insurance indemnity of 50% (fifty per cent) of the insurance indemnity amount which is calculated in accordance with Annex 1, Annex 2 or Annex 3.

8.3. In the event of a combined (multiple) trauma, the insurance indemnity is only paid for the most serious injury.

8.4. In the case of the loss of teeth or damage to them, which has occurred during the process of eating, the insurance indemnity disbursed will be 20% (twenty percent) of the calculated insurance indemnity, but not more than 50 EUR (fifty euro) per one insurance event.

TYPE OF THE INSURANCE COVERAGE – MEDICAL EXPENSES

9. HOW DOES THE INSURANCE WORK?

9.1. The insurance indemnity will be paid in case Medical expenses occur to You during the effective period of the insurance contract as a result of an Accident, hereinafter referred to in the Terms and Conditions and the insurance contract as "Medical Expenses".

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

10.1. Setting the amount of insurance indemnity for this type of insurance coverage will use the principle of compensation, which means that We pay an insurance indemnity to compensate expenses for the following medical services:

- a) medical manipulations provided and prescribed by an attending physician which are related to outpatient or inpatient medical treatment;
- b) X-ray diagnostics and operations;
- c) acquisition of medicinal products and dressing materials prescribed by a doctor;
- d) health recovery activities;
- e) medical transportation from the place of accident to the nearest medical institution where You have receives the first medical aid.

The sublimit and indemnity limit for 1 (one) insured event for "Medical Expenses" are determined upon agreement of the parties and specifying the amounts in the insurance contract.

We only reimburse You for the expenses incurred while receiving the services referred to in this Article only 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. If the insurance indemnity is due to You according to any type of compulsory insurance, including state social insurance, the insurance indemnity paid by us for "Medical Expenses" equals the difference between the actual expenses and the indemnity due to You according to the compulsory insurance.

10.3. In the case of the loss of teeth or its damage, which occurred during the eating process, the insurance indemnity is paid of 20% (twenty percent) of the calculated insurance indemnity, but not more than 50 EUR (fifty euro) per one insurance event.

11. WHEN INSURANCE IS NOT VALID?

11.1. In addition to the exclusions specified in Article 30 of these Terms and Conditions, expenses incurred due to the following shall not compensated:

- a) acquisition of glasses, contact lenses and hearing-aids;
- b) acquisition and rental of prosthetic appliances, bandages, crutches, splints, orthosis and other medical aids;
- c) 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;
- d) cosmetic surgery;
- e) psychologist or psychiatrist services.

TYPE OF INSURANCE COVERAGE – DAILY ALLOWANCE

12. HOW DOES THE INSURANCE WORK?

12.1. The insurance indemnity shall be granted if during the effective period of the insurance contract losses related to a temporary incapacity to work have incurred to You, hereinafter in these Terms and Conditions and the insurance contract referred to as "Daily Allowance".

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

13.1. Upon occurrence of an insured event We shall pay an insurance indemnity of the amount defined in the insurance contract for each day of incapacity to work. The insurance indemnity shall only be granted when the incapacity to work lasts for more than 7 (seven) working days.

Unless specified otherwise in the insurance contract, the maximum period for which We pay the insurance indemnity according to this Article shall be the following:

a) 70 (seventy) working days of incapacity to work for each insurable event but no more than 150 (one hundred and fifty) working days of incapacity to work during the effective period of one insurance contract if You are engaged in a paid employment until the occurrence of the Accident;

b) 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 Accident.

Insurance indemnity shall only be paid for working days in accordance with the effective regulatory enactments of the Republic of Latvia.

If insurance indemnity is paid to You in accordance with this Article and during this period "Disability" occurs, then, as of the date of establishing "Disability", the insurance indemnity payment for incapacity to work shall be interrupted.

14. WHEN INSURANCE IS NOT VALID?

14.1. In addition to the exclusions mentioned in Article 30 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

15. HOW DOES THE INSURANCE WORK?

15.1. The insurance indemnity shall be granted if during the effective period of the insurance contract losses related to medical treatment in an inpatient day-and-night hospital have incurred to You, hereinafter in these Terms and Conditions and the insurance contract referred to as "Hospital Fee".

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

16.1. Upon occurrence of an insured event We shall pay an insurance indemnity of the amount defined in the insurance contract for each day spent at the day-and-night inpatient hospital. The insurance indemnity shall only be paid out in the event when You are treated at a day-and-night inpatient hospital for no less than 24 (twenty-four) hours in succession.

Unless specified otherwise in the insurance contract, the maximum period for which We pay the insurance indemnity according to this Article shall be 45 (forty-five) days during the effective period of one insurance contract.

TYPE OF THE INSURANCE COVERAGE – COSMETIC SURGERY

17. HOW DOES THE INSURANCE WORK?

17.1. The insurance indemnity shall be granted if during the effective period of the insurance contract 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".

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

18.1. In estimating the amount of insurance indemnity for this type of the insurance coverage shall follow the compensation principle, which means that We grant the insurance indemnity by compensating the expenses for plastic surgery treatment required by You, which aims to eliminate distorting permanent damage to the skin of the head and neck area or permanent distorting lesions caused by burns that are consequences of the Accident.

18.2. When insurance indemnity is due to You under the compulsory insurance of any type, including the state social insurance, than We shall compensate "Cosmetic Surgery" as the difference between the actual expenses and the indemnity under the compulsory insurance.

TYPE OF THE INSURANCE COVERAGE – IONIZING RADIATION EXPOSURE

19. HOW DOES THE INSURANCE WORK?

19.1. The insurance indemnity shall be granted, if during the effective period of the insurance contract after the 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".

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

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

21. WHEN INSURANCE IS NOT VALID?

21.1. In addition to the exclusions mentioned in Article 30 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 THE INSURANCE COVERAGE – FUNERAL EXPENSES

22. HOW DOES THE INSURANCE WORK?

22.1. The insurance indemnity shall be granted when, "Death" has incurred as a result of an Accident during the effective period of the insurance contract or within a period of 1 (one) year after the Accident 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".

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

23.1. In estimating the amount of insurance indemnity for this type of the insurance coverage shall follow the compensation principle, which means that We grant the insurance indemnity for funeral services received in the Republic of Latvia, e.g.:

- a)** procurement of coffin;
- b)** services at cemetery, crematory;
- c)** transportation of the remains;
- d)** morgue services;
- e)** procurement and installation of a tombstone.

The sublimit for "Funeral Expenses" shall be determined upon agreement of the parties and specified in the insurance contract.

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.

23.2. When insurance indemnity is due to You under the compulsory insurance of any type, including the state social insurance, than We shall compensate "Funeral Expenses" as the difference between the actual expenses and the indemnity under the compulsory insurance.

TYPE OF THE INSURANCE COVERAGE – CHILD'S STUDY ALLOWANCE

24. HOW DOES THE INSURANCE WORK?

24.1. We shall compensate the tuition fee for studies at a higher educational institution for your biological or adopted child, if "Death" has occurred to You as a result of an Accident during the effective period of the insurance contract or during a period of 1 (one) year after the Accident, hereinafter in these Terms and Conditions and the insurance contract referred to as "Child's Study Allowance".

24.2. The insurance indemnity shall be paid to one child of Yours, who at the moment of Your "Death" will not have reached the age of 24 (twenty-four).

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

25.1. In estimating the amount of insurance indemnity for this type of the insurance coverage shall follow the compensation principle, which means that 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 third 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".

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

TYPE OF THE INSURANCE COVERAGE – PAYMENT FOR SWEETS

26. HOW DOES THE INSURANCE WORK?

26.1. Pursuant to these Terms and Conditions, the insured risk is an Accident that occurs to the insured Child during the effective period of the insurance contract, and the insurance indemnity shall be granted if during 6 (six) months after "Injury" caused by the Accident, the Child or his guardian sustains expenses related to purchasing sweets or fruits, hereinafter referred to in the Terms and Conditions and the insurance contract as "Payment for Sweets".

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

27.1. The compensation principle is used in setting the insurance indemnity for this type of the insurance coverage, which means that upon the occurrence of the Accident with the Child We pay the insurance indemnity in the amount specified in the insurance contract, compensating the expenses related to the purchase of sweets or fruits.

Sweets or fruits can be replaced by a ticket to the cinema (applies only to cartoons and movies for children) or to the zoo.

TYPE OF THE INSURANCE COVERAGE – EXPENSES FOR PRIVATE TUITION

28. HOW DOES THE INSURANCE WORK?

28.1. Pursuant to these Terms and Conditions, the insured risk is an Accident that occurs to the insured Child during the effective period of the insurance contract, and the insurance indemnity shall be granted if during 6 (six) months after "Injury" caused by the Accident, the Child or his guardian sustains expenses related to payment for the private tuition services, hereinafter referred to in the Terms and Conditions and the insurance contract as "Expenses for Private Tuition".

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

29.1. In estimating the amount of insurance indemnity for this type of the insurance coverage shall follow the compensation principle, which means that upon occurrence of the Accident with the Child We shall 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, as a result of the injury due to the Accident, does not attend school for more than 3 (three) weeks following recommendations of the treating doctor.

In the case the Child is released of school attendance for more than 2 (two) months due to the Accident and cannot attend school during that time, which is confirmed by a statement issued by doctor, the parents shall have the right to engage a number of private tutors in various subjects, spending for these private lessons a total sum of money equivalent to 40 (forty) lessons.

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

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

30.1. The insurance indemnity shall not be paid if the insured risk has occurred:

30.1.1. while You were carrying out criminal activities;

30.1.2. while You were detained or serving time being imprisoned;

30.1.3. 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 do not have (for example, handling of high-voltage power equipment, working at height, work with specialized machinery, well boring and cleaning);

30.1.4. 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.

However, We shall reimburse for the losses, if the appropriate profession or sphere of activity is specified in the insurance contract as Your occupation;

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

However, We shall reimburse for the losses, if the appropriate profession or sphere of activity is specified in the insurance contract as Your occupation;

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

However, We shall reimburse for the losses, if the appropriate profession or sphere of activity is specified in the insurance contract as Your occupation;

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

However, We shall reimburse for the losses, if it is clearly specified in the insurance contract that the insurance coverage is valid while performing official duties by You in any of units mentioned in this point.

30.1.8. due to suicide or attempt of it by You;

30.1.9. 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);

30.1.10. due to 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;

30.1.11. voluntarily exposing yourself to danger, except for the case of rescuing a person;

30.1.12. 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 You use a public transport.

30.1.13. when You seriously violate road traffic regulations, including but not limited to exceeding the recommended speed limit by more than 30 km/h (thirty kilometres per hour), selecting a driving speed that is not appropriate to weather conditions and driving a vehicle without having a respective category driving licence;

30.1.14. while You were under the influence of medication, used without prescription of the doctor, alcohol, narcotic or psychotropic substances, or if presence of such substances is established in Your organism, as well as when You refuse to undergo tests to check for the presence of the referred substances in Your organism;

30.1.15. while You were doing Sports of Increased Risk, if the particular type of the Sports of Increased Risk is not specified in the insurance contract;

30.1.16. when You, in the event of "Disability", "Injuries", "Medical Expenses", "Hospital Fee", "Daily Allowance" or "Cosmetic Surgeries", have gone to a medical institution for medical services later than within 24 (twenty hour) hours after the occurrence of the Accident.

30.1.17. as a result of global catastrophes or natural disasters, epidemics, biological, chemical weapons, ionizing radiation exposure.

30.2. Upon occurrence of consequences that are not specified in Annex 7 to these Terms and Conditions "Consequences of the Accidents when the Medical Expenses, Daily Allowance, Hospital Fee, Payment for Sweets and Expenses for Private Tuition Compensation is due to You", insurance indemnity for the respective types of insurance coverage shall not be granted.

30.3. The following events shall not be considered as Accident:

30.3.1. repeated bone fracture or pathological bone fracture, as well as "stress fracture";

30.3.2. age-related changes in organism;

30.3.3. illnesses, including immunodeficiency virus HIV, immunodeficiency syndrome AIDS, type A, B and C virus hepatitis, and any other infections;

30.3.4. interruption of pregnancy, as well as childbirth;

30.3.5. exposure to sun rays and consequences of insect bites;

30.3.6. consequences of surgical operations, as well as the doctors' mistakes;

30.3.7. internal damages caused by lifting, pushing or thrusting of weight.

31. WHAT SHOULD YOU DO IF AN ACCIDENT OCCURED?

31.1. 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:

31.1.1. instantly, as soon as it has become possible, inform us about the occurrence of a potential insurable event by submitting a written claim form specifying the exact circumstances of the Accident.

You are entitled to delegate another person to submit this written claim form but in this case You are liable for the completeness of the information provided by this person and conformity thereof with actual circumstances;

31.1.2. to release the attending physicians from their keeping silence obligation and authorise Our representative to have access to study Your medical card and other documents related to the Accident;

31.1.3. to allow us to carry out an additional examination for evaluating Your the health condition with regard to the potential insurable 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.

32. WHAT DOCUMENTS SHOULD YOU SUBMIT TO RECEIVE INSURANCE INDEMNITY?

32.1. You (in the event of "Death" – a person referred to in Article 3.2) have obligations, fulfilment of which is a precondition for receiving insurance indemnity, to submit us:

32.1.1. application of a certain form;

32.1.2. the original of the document issued by respective institutions that confirms the occurrence of the Accident;

32.1.3. 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;

32.1.4. a certification of a medical institution specifying the type of injury or disease and exact diagnosis;

32.1.5. 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, except when the Insured has died in an inpatient hospital;

32.1.6. in the event of "Medical Expenses" – copies of prescriptions and original copies of registered 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 medicine;

32.1.7. In the event of the "Daily Allowance" – the copy of the sick-leave certificate.

If You were employed in a paid work until the occurrence of the Accident, then the "Employer's Information" field must be filled out in the sick-leave certificate, where the employer must specify the period when You did not receive income as an employee due to temporary incapacity to work and confirm that You have not worked at Your place of employment during the period of incapacity to work. If You

have labour relations with several employers, then such confirmation of all employers must be obtained and submitted.

If the incapacity to work lasts more than 10 (ten) days, We need You to submit a statement confirming the granting of sickness benefit from the State Social Insurance Agency or an institution that has taken over its functions.

32.1.8. In the event of "Hospital Fee" – a documentary confirmation from the inpatient hospital that You have been treated there;

32.1.9. In the event of "Funeral Allowance" – a copy of the death certificate providing the original document, as well as documents confirming the fact of burial, e.g. the registered receipt specifying the received services.

32.1.10. In the event of "Child's Study Allowance":

a) statement issued by a higher educational institution confirming that the child 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 the higher educational institution.

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

32.1.11 In the event of "Cosmetic surgery" – documentary evidence from the medical institution regarding Your stay in it, original copies of registered receipts confirming the treatment services, make sure Your personal code and the name of the therapeutic manipulation appear in the receipts.

32.1.12 In the event of "Payment for sweets" - the original receipts, listing the goods purchased or services provided, entrance ticket also should be submitted in the case of attending a cinema or the zoo.

32.1.13 In the event of "Expenses for Private Tuition" – Our standard application, specifying 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.

32.1.14. additional documents requested by Us regarding the insurable event.

33. WHERE THE INSURANCE IS IN EFFECT AND WHAT IS YOUR SUM INSURED?

33.1. The insurance coverage provided by the insurance contract is effective in the territory of the Republic of Latvia, unless otherwise specified in the insurance contract.

33.2. One sum insured is established together for all types of insurance coverage referred to in Articles 3, 5, 7, 9, 12, 15, 17, 19, 26 and 28 of these Terms and Conditions, which is equal to the sublimit defined for "Death" or "Disability" depending on which of these sublimits is higher.

33.3. A sublimit is established for each of the types of insurance coverage referred to in Articles 3, 5, 7, 9, 12, 15, 17, 19, 26 and 28 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 33.2.

33.4. Sublimits for all of the types of insurance coverage referred to in Articles 3, 5, 7, 9, 12, 15, 17, 19, 26 and 28 of these Terms and Conditions are specified in the insurance contract according to the agreement between You and Us.

33.5. Sublimits, which are lower than the sublimits set for "Death" or "Disability", 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 "Disability" – 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.

33.6. For the types of insurance coverage referred to in Articles 22, 24 of these Terms and Conditions and which are specified in Annex 6 to these Terms and Conditions, additional sums insured, not included in the sum insured referred to in Article 33.2, shall be defined upon agreement between You and Us, and specified in the insurance contract.

33.7. 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.

34. OTHER PROVISIONS

34.1. 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.

34.2. After paying the insurance indemnity pursuant to Articles 10, 18, 23, 25, 27, 29 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.

34.3. 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 apply with a claim to the Ombudsman of the Latvian Insurers Association, if its regulation encompasses considering such disputes.

34.4. 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.

34.5. These Terms and Conditions are published on Our web page <http://www.bta.lv/noteikumi>

34.6. These Terms and Conditions shall be valid for insurance contracts, concluded as of 1 January 2014, unless other agreement is established in the insurance contract.