

## FOREIGNERS TRAVEL INSURANCE TERMS AND CONDITIONS

This is the English translation of insurance terms and conditions and can be used for informational purposes only. In case of conclusion of insurance contract only insurance terms and conditions in Latvian are binding.

### I Definitions

**The insurer** - IJSC BALTA.

**The policyholder** – a natural or legal person who is concluding an Insurance Contract in favor of the Insured.

**The insured** – a natural person who has an insurable interest and to the benefit of whom the Insurance Contract is signed, regarding which a particular reference has been made in the Insurance policy.

**Home country** - the country which is the country of nationality, the permanent place of residence of the Insured, or a country which has issued a residence permit or temporary residence permit to the Insured unless it is the Republic of Latvia.

**Sum insured** – the amount indicated in the Insurance Contract for which each insurable interest of the Insured is insured and for which the Insurer shall pay an Insurance Indemnity in the case of an insured event.

**Insurance premium** – a payment specified in the Insurance Contract to be made by the Policyholder to the Insurer for insurance.

**Insurance indemnity** – the sum insured, a part thereof, or another amount payable in the case of an insured event or for the payment of services pursuant to the Insurance Contract.

**Insurance policy** – a document certifying the fact that the Policyholder and the Insurer have concluded the Insurance Contract.

**Insurance contract** – the Insurance Policy shall serve as confirmation of the signing of the contract, including the terms and conditions of the Insurance Contract as well as all amendments to this Insurance Contract.

**Insured event** – an event causally related to the Risk insured, the occurrence of which shall provide for payment of the Insurance Indemnity in accordance with the Insurance Contract.

**Risk insured** – an event provided for by the Insurance Policy and which does not depend on the will of the Insured, the occurrence of which is possible in the future.

**Deductible** – a part of the Insurance Indemnity, expressed as cash which shall be deducted from the Insurance Indemnity in the case of an insured event and which shall not be compensated by the Insurer.

**Emergency Medical Aid** – medical aid, the failure to provide which would endanger the life of the Insured.

**Sudden illness** – a previously non-existing, unforeseen and, prior to the period of insurance, non-occurring illness due to which the Insured requires Emergency Medical Aid.

**Chronic disease flare-up** – the occurrence of symptoms peculiar to a chronic disease or rapid deterioration during the period of insurance, as a result of which the Insured requires Emergency Medical Aid.

**Accident** – a sudden event that is beyond the control of the Insured, occurring in causal relation with external forces during the validity period of the Insurance Contract, resulting in damage being caused to the life or health of the Insured, as a result of which the Insured requires Emergency Medical Aid.

### II General Conditions

#### 1. Entry into the Insurance Contract and the Validity Period of the Contract

1.1. The Insurance Contract shall be valid in the Republic of Latvia and other Member States of the Schengen Area (Austria, Belgium, Denmark, Finland, France, Germany, Italy, Greece,

Luxembourg, Netherlands, Portugal, Spain, Sweden, Norway, Island, Czech Republic, Estonia, Lithuania, Malta, Poland, Slovenia, Slovakia, Hungary, and Switzerland).

1.2. The validity period of the Insurance Contract, as specified in the Insurance Policy, shall be determined upon mutual agreement between the Insurer and the Policyholder.

1.3. The Insurance Contract shall become effective on the commencement date specified in the Insurance Policy, Latvian time, provided that the Policyholder has paid the Insurance premium by the date indicated in the Policy.

1.4. In cases where the possibility of the occurrence of the Risk insured or the Insurable interest does not exist or the Risk insured has already occurred on the date when the Insurance Contract comes into force, the Insurance Contract shall be deemed void from the moment it was signed.

#### 2. Risks Insured

2.1. In accordance with the Insurance Contract, the following Risks insured, as determined in Section III of the insurance conditions and marked in the policy, shall be insured:

2.1.1. Medical and repatriation expenses:

2.1.1.1. Medical expenses for emergency treatment;

2.1.1.2. Medical transportation costs;

2.1.1.3. Dentistry;

2.1.1.4. Repatriation in case of illness;

2.1.1.5. Repatriation in case of death.

#### 3. Sum Insured and Limits

3.1. The Sum insured is provided for each Risk insured individually and as the total Sum insured per period and for one Insured person. The Total Sum insured for one Insured person during the Period of Insurance shall be EUR 45 000. The following limits shall be determined for each Risk insured:

3.1.1. the maximum expense for Emergency Medical Aid shall be EUR 30 000 during the Period of Insurance;

3.1.2. the maximum expense for dental assistance of EUR 100 during the Period of Insurance;

3.1.3. the maximum expense for medical transportation shall be EUR 5 000 during the Period of Insurance;

3.1.4. the maximum expense for transportation or repatriation to the home country in the case of a serious illness shall be EUR 5 000 during the Period of Insurance;

3.1.5. the maximum expense for transportation or repatriation to the home country in the case of death shall be EUR 5 000;

3.1.6. the Total maximum expense for one Insured event specified in Paragraph 3.1.1., 3.1.2. and 3.1.3. of these Conditions shall be EUR 750;

3.1.7. a deductible of EUR 50 for one Insured event shall be deducted from the Insurance Indemnity for the expenses specified in Paragraph 3.1.1., 3.1.2. and 3.1.3. of these Conditions.

3.2. The Total Insurance Indemnity payable to one person for one or several Insured events occurring during the validity period of the Insurance Contract shall not exceed the Sum Insured for a particular Risk insured and the total Sum insured for one person of EUR 45 000. After payment of the Insurance Indemnity the Contract shall remain in force in the amount of the difference between the initial Sum Insured for the particular Risk insured and the disbursed Insurance Indemnity.

#### 4. Rights and Obligations of the Insurer

Upon concluding the Insurance Contract, the Policyholder shall authorize the Insurer, on his/her behalf and on behalf of the

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Insured persons, as the manager of the personal data processing system and personal data operator, to process the data of the Policyholder as well as the data of the Insured and sensitive personal data, and personal identity (classification) codes with the purpose of ensuring the fulfilment of the contract, becoming familiar with the submitted information, including medical documentation, in case of the need to request additional documents and involve expert commission, the Insured shall also agree with the expert-examination performed by a doctor-expert chosen by the Insurer in order to examine a health condition as a result of an Insured event. The Insurer shall be entitled to provide the information obtained during the course of insurance regarding the Insured and/or the Policyholder in relation with the Insurance Contract conclusion and the fulfilment thereof to those companies included in the group of the Insurer's parent company. If the Policyholder and the Insured is not one and the same person, the Policyholder shall confirm that he/she has received, and will present in the case that is needed, the written permission of the Insured regarding the processing of personal data as specified by these Terms and Conditions

4.1. Upon the occurrence of an Insured event, the Insurer shall be entitled to request additional documentation which is required for the evaluation of the Risk insured and the assessment of losses caused by it.

4.2. The Insurer shall have the obligation, upon the occurrence of an Insured event, to make Insurance Indemnity payments pursuant to the Risks insured specified by the policy when the Insured event has occurred during the validity period and within the territory covered by the Insurance Contract in accordance with the Insurance Contract.

4.3. In the case that when concluding the Insurance Contract the Policyholder or the Insured provides false information to the Insurer or refuses to provide the information requested by the Insurer due to evil intent or gross negligence on their part during the validity period of the contract or after the occurrence of a loss, the Insurer shall be entitled to refuse to pay the Insurance Indemnity and terminate the Insurance Contract.

4.4. The Insurer shall be entitled to refuse to pay the Insurance Indemnity in cases where the losses or expenses have occurred due to the evil intent, gross negligence or criminal activities of the Insured or the Policyholder.

4.5. The Insurer shall be entitled to decrease the Insurance Indemnity by up to 50 per cent in cases where the Insured has due to light negligence:

4.5.1. failed to promptly notify the Insurer as soon as possible regarding the occurrence of the Risk insured and/or

4.5.2. failed to perform all possible reasonable measures in order to minimize losses, and/ or

4.5.3. objected to the Insurer's requirement to establish and assess the amount of losses, the circumstances of the occurrence thereof, or

4.5.4. has failed to submit all the documents available to the Insured to the Insurer characterizing the occurrence of the Risk insured and the losses caused by it, or

4.5.5. has failed to submit to the Insurer other information which was at his/her disposal which was requested by the Insurer.

4.6. In the case of the death of the Insured, the Insurer, in accordance with the effective legislation, shall be entitled to request an autopsy and decrease the amount of the Insurance Indemnity or refuse to pay the Insurance Indemnity in the case of the refusal to perform it.

### 5. Obligations of the Policyholder

5.1. To provide to the Insurer precise and true information

which is important for the assessment of the possibility of the occurrence of the Risk insured and the evaluation of the Risk insured upon concluding the Insurance Contract, as well as during the validity period of the Insurance Contract.

5.2. To notify the Insurer regarding other Insurance Contracts which are in force and which are known to him/her in relation to the Risks insured, in accordance with this Insurance Contract.

5.3. To inform the Insured that he/she is insured and to provide him/her with the terms and conditions of the Insurance Contract. Otherwise, the Policyholder shall be responsible for any consequences arising due to their failure to inform and shall cover the expenses arising to the Insurer as a result of the ignorance of the Insured persons.

5.4. To pay the Insurance premium to the Insurer within the deadlines and in accordance with the procedure specified by the Insurance Contract.

5.5. Other obligations of the Policyholder provided by this Insurance Contract.

### 6. Obligations of the Insured

6.1. To provide to the Insurer precise and true information which is important for the assessment of the possibility of the occurrence of the Risk insured and the evaluation of the Risk insured upon concluding the Insurance Contract, as well as during the validity period of the Insurance Contract.

6.2. Upon the occurrence of an Insured event, to perform all possible reasonable measures in order to minimize the amount of loss as much as possible and escape from large expenses.

6.3. Upon the occurrence of a sudden case of illness or accident, when the Insured requires Emergency Medical Aid, his/her duty shall be to promptly, however not later than within 24 hours, turn to a qualified practitioner and receive the required medical assistance.

6.4. Promptly, as soon as possible, to notify the Insurer or a representative thereof regarding the occurrence of the Risk insured.

6.5. As soon as possible, however not later than within 30 days after the expiry of the policy, to notify the Insurer regarding the expenses and/or losses paid by the Insured him/herself which have occurred as a result of the occurrence of the Risk insured, as well as to submit documents to the Insurer certifying the occurrence of the Risk insured, the circumstances thereof, the amount of loss and other documents requested by the Insurer.

### III Risks Insured

#### MEDICAL AND REPATRIATION EXPENSES

##### 7. Medical expenses for emergency treatment

7.1. For the purpose of the given Terms and Conditions, medical expenses shall mean unforeseen medical expenses occurring in the territory of the Republic of Latvia or other Member States of the Schengen Area in relation to the Emergency Medical Aid due to an acute, life-threatening deterioration in health condition as a result of a sudden illness, an acute condition of a chronic disease or an accident.

7.2. The Insurer shall cover reasonable medical expenses proved by documents regarding the receipt of Emergency Medical Aid in order to eliminate a life-threatening critical condition in the facility nearest to the scene of the accident or where the sudden illness occurs, depending on the nature of the illness.

7.3. The Insurer shall cover expenses for emergency dental treatment which was provided in order to minimize acute

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toothache (the commencement of treatment of the tooth root by placing a temporary filling or a tooth extraction) during the first visit. The Insurer shall not cover further treatment.

### 8. Medical transportation costs

8.1. In the case that it is necessary to deliver the Insured to a medical institution in order to provide Emergency Medical Aid due to an acute, life-threatening worsening of a health condition or as a result of an accident, the Insurer shall cover expenses for the transportation of the Insured by emergency medical service transport to the nearest medical institution in accordance with the medical opinion provided by a medical practitioner.

### 9. Repatriation expenses

9.1. For the purpose of the given Terms and Conditions, repatriation expenses shall include unforeseen transportation expenses incurred as a result of the worsening of an acute, life-threatening health condition or an accident and due to which the transportation of the Insured or the remains of the Insured to his or her home country is required.

9.1.1. The Insurer shall indemnify expenses, aligned in writing with the Insurer in advance, for:

9.1.1.1. the transportation of the Insured to their home country, on the basis of written recommendations provided by the medical practitioner;

9.1.1.2. the transportation of the remains of the Insured to an airport in his or her home country (by flight) or to the border of his or her home country (by any other means of transport).

### 10. Exclusions

10.1. The Insurer shall not indemnify losses arising as a result of:

10.1.1. war activities, invasion, foreign enemy activities (with or without an announcement of war), rebellion, civil war, military or usurped power, mass riots, terrorism, strike, revolution, riot, demonstration;

10.1.2. ionizing radiation, radioactive pollution;

10.1.3. the evil intent, gross negligence or criminal activities of the Insured, the Policyholder or other persons interested in receipt of the Insurance Indemnity; the intentional activities of the Insured, the suicide or attempted suicide of the Insured; the illegal activities of the Insured; the failure of the Insured to comply with precautions and the failure to perform all necessary measures in order to prevent and minimize loss; the improper activity of the Insured in circumstances of increased risk and traumatism and by exposure him/herself to external danger or injuries, except for in the case of saving a human life;

10.1.4. circumstances which the parties were neither able to predict nor prevent as a result of reasonable behavior and for which they are not responsible.

10.2. The Insurer shall not indemnify losses:

10.2.1. which have occurred as a result of the occurrence of pandemics confirmed by the World Health Organization (epidemic - new cases of an infectious disease in a given region which significantly exceed the average level. If the epidemic of infectious disease spreads across several countries, continents or even worldwide – then this is a pandemic);

10.2.2. due to medical treatment and/or repatriation in the case of failure to comply with the requirements set by the World Health Organization for travelers concerning vaccination and prevention (<http://www.sva.lv/>, <http://www.who.int/>), recommendations of the Ministry of Foreign Affairs of the

Republic of Latvia, when visiting regions affected by dangerous infections (<http://www.mfa.gov.lv/>);

10.2.3. when there is no visa or permanent residence permit, or temporary residence permit issued and in force for the Insured at the moment of the Insured event;

10.2.4. which are provided to be covered by any kind of mandatory insurance pursuant to the effective laws and regulations.

10.3. Events, as a result of which the Insured has suffered loss or expenses have been incurred to the Insured shall not be deemed as Insured event when:

10.3.1. the Insured is under the influence of alcoholic, narcotic, psychotropic or other intoxicating substances;

10.3.2. the Insured is lawfully arrested or held in custody;

10.3.3. the Insured has been involved or participated in the operations or trainings of active military service;

10.3.4. when flying with an aircraft other than by an aircraft owned by a licensed airline which is registered as a passenger's mean of transport on a particular route;

10.3.5. when travelling by motorcycles, quads, jet-skies, karts, mountain bikes;

10.3.6. when navigating other than as a passenger on a ship which is registered as a passenger ship on a particular route, including sailing;

10.3.7. when participating in sports competitions and trainings, including using motor, water or air transport;

10.3.8. when engaged in rock climbing, mountaineering, mountain climbing (at a height above 2500 meters), skydiving, bungee jumping, flying with a delta-glider, paragliding, sail plane, scuba diving, speleology, parkour, freestyle, short track, ski jumping from a springboard, skeleton, bobsleigh, luge, snowboard, ice hockey, slalom, mountain skiing, skijoring, baseball, rugby, wrestling sports, horse riding, surfing, rowing, windsurfing and other extreme sports regardless of whether they are performed on an individual basis or as an organized activity, training, competition or any other way of spending leisure time.

10.4. The Insurer shall not indemnify losses:

10.4.1. if the Insured has failed to save and is not able to submit paid receipts and other documents certifying the event and the amount of loss;

10.4.2. if the Insured has failed to apply for Insurance Indemnity for expenses covered by the Insured him/herself within the time period of 30 days after the expiry date of the policy.

10.4.3. for anonymously performed medical treatment, services of non-traditional medicine, services which were provided inconsistently with the laws and regulations of the country where the service was received;

10.4.4. if the Insured has failed to comply with the instructions of a medical practitioner;

10.4.5. for medical support in relation to disease (including chronic disease) the Insured became ill or which has started prior to commencement of the validity of the Insurance Contract (regardless of whether it was diagnosed and treated or not), diagnostics and medical treatment, except for Emergency Medical Aid for saving the life of the Insured;

10.4.6. for medical aid which is not Emergency Medical Aid for saving life or provided after the prevention of the acute health condition and life-threatening condition as well as which has not been documentarily prescribed by a doctor or without medical indications;

10.4.7. for the medical treatment of chronic diseases, except for in cases where it was the first Emergency Medical Aid during the validity period of the policy;

10.4.8. for repeated visits to medical institutions due to one and the same illness or injury, for which the new medical treatment

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or changed treatment has not been applied, or for visits in relation to the control of examination results;

10.4.9. for diseases or health conditions which were caused by a positive HIV test or acquired immunodeficiency syndrome (AIDS);

10.4.10. for medical aid in relation to congenital, hereditary anomalies and oncologic diseases that afflict the Insured prior to the Insurance Contract regardless of the state of the disease;

10.4.11. pregnancy, the termination thereof, childbirth, complications thereof and postnatal care;

10.4.12. for scheduled dentistry - dental filling, root canal filling, tooth crown/ corner restoration, dentures, including inlays and onlays, dental hygiene, orthodontics and the treatment of periodontitis, orthography etc.;

10.4.13. for diagnostics and the treatment of sexually-transmitted diseases, plastic surgery, medical expert-examination, damage to health arising as a result of alcoholism, drug addiction, substance dependence or the use of toxic substances, diagnostics and treatment thereof;

10.4.14. damage to health due to psychiatric disorders or mental illness, epilepsy or other disorders of the consciousness of the Insured, the treatment of any psychiatric, psychotherapeutic and sexual diseases, cardiovascular surgery, vision correction, neurosurgical and reconstructive surgeries; tissue and organ transplants, prosthetics, pathological bone fractures or due to injuries which occurred in the past; rehabilitation, repairs or replacement of broken prosthesis; for technical and medical aids, medicine, medical and homoeopathic products, mechanic equipment, medical goods; glasses, lenses, hearing aids; doctor's fees;

10.4.15. for any repatriation costs that are not aligned with the Insurer or which exceed the minimum requirements in order to ensure the transportation of the Insurer or his/her remains to the home country as well as arising due to the health disorders referred to in the given exclusions of these Terms and Conditions;

10.4.16. for expenses in relation to the circumstances of increased comfort.

### IV Insurance Indemnity

#### 11. Payment of Insurance Indemnity

11.1. Upon the occurrence of an Insured event, the Insured or a representative thereof shall initially cover the services received by his or her personal resources.

11.2. The Insurer shall pay the Insurance Indemnity to the Insured, a person authorized by them or any other person authorized to receive the Insurance Indemnity.

11.3. The decision regarding the payment of the Insurance Indemnity or the refusal to pay the Insurance Indemnity shall be taken within 30 days after the day of receipt of all the documents requested by the Insurer.

11.4. Under an agreement made between the parties, the Insurer may pay a part of the Insurance Indemnity to such extent which is not disputed by any of the parties prior to the complete calculation of the Insurance Indemnity.

11.5. If the Insured person has insured one and the same risks with other insurance companies, the payment of the Insurance Indemnity shall be divided proportionally to the Sum Insured between all insurers such a way that the total indemnity shall not exceed the loss of the Insured.

#### 12. Documents Required for Receipt of the Insurance Indemnity

12.1. In order to receive the Insurance Indemnity the Insured person or a representative thereof shall have the obligation to submit the following documents to the Insurer:

12.1.1. an application for the payment of the Insurance Indemnity regarding the occurred Insured event;

12.1.2. upon the request of the Insurer – a visa or residence permit;

12.1.3. originals of all the receipts or invoices indicating the recipient of the service (name, surname, date of birth) and the service provider (name, registration number, bank details), the precise name and amount of the service, the start and end dates of the service;

12.1.4. a statement issued by a medical institution confirming the accident or illness, with the full diagnosis shown, the treatment applied, the results of examinations certifying the diagnosis and other medical treatment services received in relation to the Insured event, and in the case of repatriation – a doctor's opinion regarding medically reasonable and necessary repatriation;

12.1.5. a document certifying the right of the beneficiary to receive the Insurance Indemnity - birth certificate, passport, a notarized power of attorney, a decision taken by an orphan's court or a parish court.

### V Other Conditions

#### 13. Termination of the Insurance Contract

13.1. The Insurer shall be entitled to unilaterally terminate the operation of the Insurance Contract without the mediation of a court in the following cases:

13.1.1. when the insurance expenses have occurred as a result of the evil intent or gross negligence of the Policyholder or the Insured, or other persons interested in the receipt of the Insurance Indemnity;

13.1.2. when the Policyholder or the Insured, upon concluding the Insurance Contract or during the validity period thereof, has provided false information to the Insurer due to evil intent or gross negligence or refuses to provide the information required to the Insurer;

13.1.3. the Policyholder as a legal person has been liquidated and has no legal possessor;

13.1.4. in other cases set forth in the laws and regulations of the Republic of Latvia.

13.2. The validity of the Insurance Contract in the above mentioned cases shall be terminated by sending a written notification to the Policyholder at the address specified in the Insurance Policy unless another procedure for the termination of the Insurance Contract is provided for by the legislation of the Republic of Latvia. The Insurance Contract shall be terminated after 15 days, counting from the day of the sending of the written notification.

13.3. Upon the payment of the Insurance Indemnity for the death of the Insured, the validity of the Insurance Contract in relation to the Insured shall cease.

13.4. Upon mutual agreement between the Policyholder and the Insurer, the Insurance Contract may be terminated early.

13.5. In the case that the operation of the Insurance Contract is terminated under Paragraph 13.1.1, 13.1.2, 13.1.3 or 13.1.4, then the part of the Insurance premium shall not be paid back.

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### **14. Subrogation Claim, the Applicable Law, Procedure for Dispute Settlement and Other Conditions**

14.1. The Insurer, when paying the Insurance Indemnity, shall undertake the right to demand of the Insured against the person responsible for the loss and expenses caused to the amount of the Insurance Indemnity paid. The Insurer shall not be entitled to turn a subrogation claim against the children, parents or spouse of the Insured unless the losses are caused or expenses have occurred due to the evil intent or gross negligence of such person.

14.2. The legal provisions of the Republic of Latvia shall be applied for the regulation of relations arising from this Insurance Contract - Law on Insurance Contracts, Civil Law of the Republic of Latvia and other legislation of the Republic of Latvia.

14.3. The Insurer shall review complaints and statements of claim of the Policyholder or the Insured which are submitted in writing, and shall provide a written reply within 30 (thirty) calendar days from the day of the receipt of a complaint or statement of claim.

14.4. All disputes arising in relation to the Insurance Contract shall be settled by negotiations. In the case that the parties fail to reach an agreement, the dispute shall be settled by a court of the Republic of Latvia in accordance with the procedure stipulated by legislation of the Republic of Latvia.