

## ACCIDENT INSURANCE REGULATIONS NO. NGA 20

Approved at the meeting of the Management Board of Compensa Vienna Insurance Group ADB Latvian Branch on 16.06.2020.  
Effective since 1<sup>st</sup> July 2020

### I. DEFINITION OF TERMS

**I.1. INSURER** – Compensa Vienna Insurance Group ADB Latvian branch, registration number 40103942087, address: Vienības gatve 87H, Rīga, LV-1004.

**I.2. POLICYHOLDER** – a natural person or legal entity who enters into an Accident Insurance Contract for his or her own benefit or for the benefit of another person.

**I.3. INSURED** – a natural person for whose benefit an insurance contract has been entered into.

**I.4. INSURANCE CONTRACT** – agreement between the Insurer and the Policyholder on the Insurance Terms and Conditions, according to which the Policyholder undertakes to pay the Insurance Premium in the manner, terms and amount specified in the contract, as well as fulfil other obligations specified in the contract and the Insurer undertakes the obligation, upon the occurrence of the Insured Event, to pay the Insurance Indemnity to the person specified in the contract in accordance with the Insurance Contract, as well as to fulfil other obligations specified in the contract. The Insurance Contract consists of the Insurance Application, the Insurance Policy, the appendices to the Insurance Policy, as well as the special Insurance Terms and Conditions.

**I.5. INSURANCE POLICY** – a document certifying the conclusion of the Insurance Contract. The insurance policy is an integral part of the Insurance Contract.

**I.6. INSURANCE REGULATIONS** – terms and conditions of the Insurance Contract that apply to a specific Insured Object, which are specified in the Insurance Policy and are an integral part of the Insurance Contract. The Policyholder and the Insured undertake to comply with and execute them in order to receive the Insurance Indemnity upon the occurrence of the Insured Event.

**I.7. INSURANCE PERIOD** – the term of the Insurance Contract for which the Insurance Premium is paid and the Insurance Coverage is valid.

**I.8. INSURANCE RISK** – an event provided for in the Insurance Contract, independent of the will of the Insured or the Policyholder, the occurrence of which is possible in the future.

**I.9. INSURANCE OBJECT** – life or physical condition of the Insured.

**I.10. INSURED AMOUNT** – the maximum amount of the Insurer's liabilities in monetary terms specified in the Insurance Contract for each Insured Risk in each Insurance Period of 365 days or for one Insured Event.

**I.11. INSURANCE PREMIUM** – payment for Insurance specified in the Insurance Contract.

**I.12. INSURED EVENT** – a sudden, unforeseeable event, independent of the will of the Insured, causally related with the Insured risk, which has occurred to the Insured as a result of external circumstances during the Insurance Period, and upon

occurrence of which the Insurance Indemnity is paid and which is an Accident in accordance with the provisions of the Insurance Contract.

**I.13. INSURANCE INDEMNITY APPLICATION** – written application of the Insured to the Insurer regarding the occurrence of the Insured risk.

**I.14. INSURANCE INDEMNITY** – the amount of money payable for the Insured Event in accordance with the provisions of the Insurance Contract.

**I.15. POLICYHOLDER'S EMPLOYEE** – a natural person who, on the basis of an employment contract, performs certain work under the management and for the benefit of the Policyholder (employer) for the agreed salary and for which the Policyholder makes tax payments.

**I.16. FIRST DEGREE RELATIVE** – for the purposes of these Regulations, the first degree relative is the Insured's spouse, parents, children.

**I.17. RELATIVE** – for the purposes of these Regulations, a relative is the Insured's parents, children, spouse, adopted children and adoptive parents, grandparents and grandchildren, brothers, sisters, foster parents and foster children.

**I.18. RECIPIENT OF INDEMNITY** – in the event of the occurrence of the Insured Risks (except for the Death Risk) referred to in the Insurance Policy, the Recipient of Indemnity is the Insured, but in the event of the Insured's death, the Recipient of Indemnity is the heir or heirs, or the Beneficiary, if specified in the Insurance Contract.

**I.19. BENEFICIARY** – a person specified in the Insurance Contract and to whom the Insurance Indemnity or a part thereof is to be paid in the event of the Insured's death. If the Beneficiary is not specified in the Insurance Contract, then the heir approved by the Insured (in accordance with the regulatory enactments of the Republic of Latvia) is considered to be the Beneficiary.

**I.20. REPEATED INJURY** – repeated damage to tissues and organs obtained for an indefinite period of time.

**I.21. REPEATED BONE FRACTURE** – a bone fracture at the place where the Insured has previously had a bone fracture and which has occurred at the place of the previous bone fracture due to its incomplete healing.

**I.22. PATHOLOGICAL FRACTURE** – a bone fracture or meniscus rupture caused by changes in the structure or strength of bones and/or cartilage.

**I.23. HABIT-CAUSED DISLOCATION** – traumatic injury that develops in one of the joints as a result of various degrees of physical trauma or is a consequence of an accident at work, which has been promoted by dangerous or harmful factors of the work environment.



**I.24. HIGH RISK BONE FRACTURE** – a bone fracture or meniscus rupture caused by a previously injured joint, whether the fracture is caused by an altered bone structure, or due to osteoporosis; joint damage caused by damaged joints or degenerative changes.

**I.25. CHRONIC DISEASE** – internal deterioration of the physiological processes and functions of the body over a prolonged period of time, characterized by more frequent or less frequent deterioration of the state of health (aggravations of the disease).

**I.26. TEMPORARY INABILITY TO WORK** – as a result of the accident, a temporary loss of ability to work has been acquired, which prevents the Insured from performing his/her work duties for a definite and continuous period of time and which is confirmed by an incapacity for work certificate issued to the Insured.

**I.27. DAY HOSPITAL** – treatment in a hospital or outpatient clinic with a separate treatment unit for the provision of outpatient services and procedures for patients during the day (with a “day bed”), without staying in a medical institution for 24 hours, on weekends and holidays.

**I.28. DEDUCTIBLE** – the part of the financial participation of the Recipient of Indemnity (the amount of money specified in the Insurance Contract) in each Insured Event, which is deducted from the amount of the Insurance Indemnity to be paid.

**I.29. PATIENT CONTRIBUTION** – a payment made by a patient upon receipt of state-paid health care services, for which the major part of the costs is covered from the state budget.

**I.30. OPTIONAL (HIGHER FEE) SERVICES** – health care services that a patient can receive in public and private medical institutions without waiting in line for state quotas, but by paying the patient’s contribution and an additional fee set by the medical institution for the specific service.

**I.31. STATE QUOTA** – state-paid health care services provided by medical treatment institutions to patients within the framework of the funding (quota) specified in an agreement with the state.

**I.32. PROFESSIONAL SPORT** – engagement in sport, if this is the main occupation of the Insured and/or one of the sources of income, as well as if the Insured participates in a European or World Championships.

**I.33. AMATEUR SPORT** – the Insured’s regular and planned complex of physical activities, engaging in a specific sport with participation in regular training sessions and open competitions to achieve certain sports goals, but which is not a source of income for the Insured.

**I.34. SPORTS ORGANIZATION** – sports school, sports club or sports federation.

**I.35. WORKING TIME** – the period from the beginning of work to the end during which the Insured performs his/her work and is at the disposal of the employer in accordance with the rules of procedure, orders, shift schedule or employment contract.

**I.36. MARRIAGE** – a legally formed union between a man and a woman with the aim of creating a family that imposes mutual personal and property obligations and rights.

**I.37. DIVORCE** – legally formal dissolution of a formal marriage between living spouses.

**I.38. CHILD** – infant, minor child, pre-school or school age child, young person from 29 (twenty nine) days of age to 17 (seventeen) years of age (inclusive).

**I.39. NEWBORN** – A child from the moment of birth to the age of 28 (twenty-eight) days.

**I.40. WAITING PERIOD** – the first 90 (ninety) days from the date of entry into force of the Insurance Contract, when the Insurance Indemnity is not paid, if during this period the Insured has a child or the Insured has registered marriage or divorced. The mentioned condition of the waiting period is not valid if the Insurance Contract is extended without interruption for the next Insurance Period and the conditions of the Insurance Contract are not changed.

**I.41. PRINCIPLE OF COMPENSATION** – insurance principle, according to which the Insurance Indemnity is calculated taking into account the actual expenses or loss incurred in the Insured Event, however, not exceeding the expenses or losses incurred in the Insured Event and the Insurance Amount.

**I.42. THIRDS PARTY** – a natural or legal person unrelated to the Policyholder or the Insured, who has suffered losses as a result of the Insured’s actions and/or omissions.

## 2. ACCIDENT

**2.1.** Accident is a sudden, unforeseeable, temporary exposure of the Insured’s body to certain external factors (physical, mechanical, chemical, thermal, electrical) independent of the Insured’s will where such exposure has taken place during the Insurance Period resulting in tissue and organ damage as a result of which incapacity for work and/or death occurs.

**2.2.** For the purposes of these Insurance Regulations, the following cases are also considered an Accident:

**2.2.1.** injuries sustained in a road traffic accident;

**2.2.2.** animal bite wounds;

**2.2.3.** infection from the bites of animals and insects (hornets, wasps, bees), including tick-borne encephalitis, Lyme disease, ehrlichiosis and poliomyelitis, and infection with rabies or tetanus due to traumatic tissue damage, where the infection has caused physical or functional loss of a part of the body, complete or partial loss of vision, hearing or language (provided that the Insured has received full vaccination within the prescribed time limits);

**2.2.4.** accidental, acute poisoning with poisonous plants, gas, chemical or toxic substances, if it has caused physical or functional loss of a certain part of the body, complete or partial loss of vision, hearing or language;

**2.2.5.** drowning;

**2.2.6.** asphyxia;

**2.2.7.** frostbite, burns;

**2.2.8.** lightning strike, exposure to electric current (if it has caused damage to certain parts of the body or organs);

**2.2.9.** injuries sustained as a result of exposure to various weapons, if the use of weapons has not been related to an illegal activity on the part of the Insured.

**2.3.** Age-related changes in the body, inflammation and diseases (diseases) are not considered an accident.

## 3. INSURED RISKS

**3.1.** The Insured Risks, taking into account information specified in each Accident Insurance Policy, may be:

**3.1.1.** Basic risks:

- Bone fractures and injuries;
- Burns, frostbite;



- Mutilation, disability;
- Death.

### 3.1.2. Additional risks:

- Hospital fee;
- Day fee;
- Medical expenses;
- Cosmetic surgeries;
- Tick-borne diseases;
- Critical (crisis) diseases;
- Specialized transport expenses;
- Internet services;
- Children's tuition fee;
- Burial benefit;
- Social care;
- Professional retraining expenses;
- Psychological help;
- Legal services;
- Relatives' arrival expenses;
- Cancellation of the event;
- Credit payment insurance;
- Family welfare insurance;
- Crisis management expenses for the employer.

**3.2.** Additional risks specified in the Insurance Policy (except for "Family Welfare Insurance", "Critical (Crisis) Diseases", "Psychological Help", "Tick-Borne Diseases") are valid if the basic risk specified in the Insurance Policy and mentioned in the Insurance Policy has occurred at the same time the occurrence of which shall be considered an Insured Event in accordance with the provisions of the Insurance Contract for which the Insurance Indemnity is to be paid.

**3.3.** The Insurance Contract is valid worldwide, unless otherwise specified in the Insurance Policy. If the Insurance Policy includes the risk Medical Expenses, then this risk is valid only in the territory of the Republic of Latvia, except for the cases when the Insurance Contract includes the sub-risk "Medical Expenses Abroad (in the Baltics)" in the Medical Expenses risk.

**3.4. Bone fractures and injuries** (see the Table of Bone Fractures and Injuries included in the insurance policy)

**3.4.1.** In case of a bone fracture or injury, the Insured will be paid the Insurance Indemnity for the fact of the fracture or injury, if the fracture or injury is indicated in the Table of Bone Fractures and Injuries.

**3.4.2.** The amount of the Insurance Indemnity is calculated by multiplying the Insured Amount by the indemnity percentage corresponding to the bone fracture or injury, which is indicated in the Insurance Policy tables "Bone Fractures and Injuries, Table 1" or "Bone Fractures and Injuries, Table 2" based on the terms and conditions of the Insurance Contract, the application of which is indicated in the Insurance Policy and agreed upon by the parties to the Contract.

**3.4.3.** If during the Insurance Period the Insured occurs several unrelated cases of bone fractures or injuries or several bone fractures or injuries are obtained in the same Accident, then the Insurance Indemnity is calculated for each of them, but the maximum Insurance Indemnity for one Accident or several Accidents together may not exceed the Insured Amount specified in the Insurance Policy for the Risk of Bone Fractures and Injuries during each 365 (three hundred and sixty five) day period of the Insurance or another Insurance Period specified in the Insurance Policy.

**3.4.4.** If several positions in the Indemnity Calculation Table correspond to one injury or fracture, then the Insurance Indemnity is calculated according to the most severe fracture or injury.

**3.4.5.** In case the Insured has suffered an open bone fracture, the Insurer may increase the Insurance Indemnity up to 10 (ten)% of the Insurance Indemnity calculated for the specific bone fracture.

**3.4.6.** The following is not considered an Insured Event and the Insurance Indemnity is not paid:

**3.4.6.1.** for pathological bone fractures and pathological injuries, as well as for repeated fractures and repeated injuries, stress fractures;

**3.4.6.2.** for intervertebral disc herniation, Schmorl's hernia, disc vaulting (protrusion), spondylosis, osteochondrosis, deforming spondylosis or arthrosis, arthritis, gout, habitual disorder, ankylosing spondylitis, discogenic radiculitis, and other destructive bone diseases, as well as if the injury is due to these diseases;

**3.4.6.3.** for injuries and fractures caused by auxiliary devices (transplants, implants, prostheses) inserted in the Insured's body.

### 3.5. Burns, frostbites

**3.5.1.** If as a result of the Accident the Insured has suffered body burns caused by high temperature, electric current or chemicals, the Insurer will pay the Insurance Indemnity on the basis of a certificate issued by the attending physician, the State Burn Center or hospital, which contains the following information:

- the total surface area;
- localization of burns;
- depth of damage.

**3.5.2.** The insurance indemnity in case of burn is calculated by classifying the damage according to the "Insurance indemnity calculation table in case of burns" by multiplying the respective percentage of the Insurance indemnity calculation base mentioned in the table by the damage indicated in the medical certificate, expressed as a percentage.

**3.5.3.** The insurance indemnity is paid starting from the 2<sup>nd</sup> degree burn, which is characterized by redness of the skin, pain, blisters formed on the skin and visible damage to the upper layers of the skin.

**3.5.4.** If frostbite is obtained as a result of external circumstances beyond the control of the Insured, the Insurance Indemnity is paid only for frostbite with deep tissue damage – necrosis.

**3.5.5.** The calculation of the Insurance Indemnity to be paid is performed in accordance with the percentage of indemnities from the Insured Amount specified in the "Indemnity Calculation Table in the Event of Frostbite".

**3.5.6.** The maximum Insurance Indemnity for one Insured Event and/or several cases together may not exceed the Insured Amount specified in the Insurance Contract for the Risk of Burns/Frostbite during each 365 (three hundred and sixty five) day period or other Insurance Period specified in the Insurance Policy.

**3.5.7.** If bodily burns or frostbite have been caused as a result of the Accident and the Insurer has paid the Insurance Indemnity, but as a result of these burns, the Insured Person is recognized to have suffered Mutilation or Disability within 1 (one) year or death occurs within 1 (one) year, then the Insurance indemnity for the occurrence of death, mutilation or disability is calculated as follows

**3.5.7.1.** if the Insurance Indemnity paid to the Insured for burns and/or frostbite is less than the Insurance Amount specified in the Insurance Policy in case of death or mutilation/disability, then



the Beneficiary (in case of death of the Insured) or the Insured (in case of mutilation/disability) is paid the difference between the Insurance Amount in case of death or mutilation/disability and the Insurance Indemnity already paid for the burn;

**3.5.7.2.** if the Insurance Indemnity paid to the Insured for burns and/or frostbite is equal to or greater than the Insurance Amount specified in the Insurance Policy in case of death or mutilation/disability, then no payment shall be made for the event of death or mutilation/disability.

**3.5.7.3.** The following shall not be considered an Insured Event and the Insurance Indemnity shall not be paid:

**3.5.7.3.1.** for grade I burn, characterized only by redness and pain;

**3.5.7.3.2.** for superficial frostbite.

### **3.6. Mutilation, disability**

**3.6.1.** The Insured Event occurs if as a result of an injury that occurred during the Insurance Period, the Insured suffers physical health disorders, which are a direct consequence of the injury and due to which the Insured is recognized as mutilated as per regulatory enactments of the Republic of Latvia or disability group is established for at least 12 (twelve) months.

**3.6.2.** The Insurance Indemnity is calculated by multiplying the Insured Amount by the percentage corresponding to the acquired mutilation or the assigned disability group in accordance with the "Insurance Indemnity Calculation Table in case of Disability or Mutilation".

**3.6.3.** If the Insured is confirmed to have mutilation or is assigned a disability group due to visual or hearing impairment acquired in the Accident, the Insured must submit to the Insurer a doctor's report on the visual and/or hearing condition before the injury.

**3.6.4.** In order to receive the insurance indemnity, the Insured must submit to the Insurer the decision of the State Medical Commission for the Assessment of Health Condition and Working Ability (SMCAHCWA) on granting a disability group or recognizing mutilation with permanent loss of working capacity. The said decision must be submitted no later than within 30 (thirty) days after the confirmation of the disability or permanent incapacity for work.

**3.6.5.** The insurance indemnity for the acquired mutilation or disability is paid in accordance with the indemnity percentage indicated in the Insurance Indemnity Calculation Table as a one-time payment after the SMCAHCWA decision on recognition of mutilation or assignment of a disability group is received under the conditions referred to in clauses 3.6.1 and 3.6.2.

**3.6.6.** If the Insured has suffered an Accident that occurred during the Insurance Period and as a result of this Accident the Insured's physical and/or mental abilities have deteriorated, the Insured's loss of ability to work is calculated as the difference between the loss of ability to work acquired before the Insurance Period and loss of ability to work.

**3.6.7.** Only one Insurance Indemnity is paid for an Accident – either for mutilation or disability, depending on which risk provides for a larger amount of the Insurance Indemnity.

**3.6.8.** The Insurance Indemnities previously paid in accordance with the same Insurance Contract for the risks "Bone Fractures, Injuries", "Burns, Frostbite" and "Daily Allowance" shall be deducted from the Insurance Indemnity payable for mutilation or disability.

### **3.7. Death**

**3.7.1.** The risk of death occurs if the physical health disorders caused to the Insured as a result of an injury during the Insurance Period have caused the death of the Insured within 12 (twelve) months from the date of the injury.

**3.7.2.** Upon occurrence of the Insured Risk "Death", the Insured Amount in the amount of 100 (one hundred) % provided for this Insured Risk in the Insurance Contract shall be paid, minus the indemnities previously paid under this Insurance Contract for the risks "Mutilation, Disability", "Bone Fractures and Injuries (Table I or Table 2)", "Burns, frostbite", "Daily Allowance".

**3.7.3.** The insurance indemnity is not paid if the death of the Insured has not occurred as a result of the injury sustained in the Accident.

### **3.8. Hospital fee**

**3.8.1.** Hospital fee is the Insurance Indemnity paid for the Insured's treatment in a 24-hour hospital for at least 24 (twenty four) hours within 6 (six) months from the Accident for an injury specified in one of the Insurance Indemnity Calculation Tables applied to the concluded Insurance Contract.

**3.8.2.** The Insurance Indemnity for one day spent in a hospital and the maximum Insured Amount during one Insurance Period of 365 (three hundred and sixty five) days or during another Insurance Period specified in the Insurance Policy is specified in the Insurance Policy.

**3.8.3.** The Insurer calculates the hospital fee after the Insured leaves the hospital on the basis of the submitted documents on the hospital stay. The Insurance Indemnity is paid as a total amount for all days spent in the hospital.

**3.8.4.** The maximum period for which hospital fee is paid for one Insured Event is 100 (one hundred) calendar days, not exceeding the Insured Amount during the Insured Period.

**3.8.5.** The insurance indemnity is not paid:

**3.8.5.1.** if the treatment time in a 24-hour hospital is less than 24 (twenty-four) hours;

**3.8.5.2.** for treatment or stay in sanatoriums, holiday homes, day hospitals and/or inpatient care departments, rehabilitation institutions.

### **3.9. Daily allowance (in case of temporary incapacity for work)**

**3.9.1.** If the Insured risks "Bone Fractures and Injuries" and/or "Burns, Frostbite" occur, as a result of which the Insured becomes incapacitated for work, which is confirmed by a certificate of incapacity for work, the Insurer shall pay the Insurance Indemnity in the amount specified in the Insurance Contract for each day of incapacity for work, providing that there are 5 (five) working days a week.

**3.9.2.** The amount of the insurance indemnity, which is paid for one working day of incapacity for work, is stipulated in the Insurance Contract.

**3.9.3.** The total term for which the Insurance Indemnity is paid in each Insured Event may not exceed 90 (ninety) working days of incapacity for work.

**3.9.4.** If the Insured has suffered an injury as a result of the Accident, for which the amount of the Insurance Indemnity indicated in the table "Bone Fractures and Injuries" included in the Insurance Policy is up to 1 (one) % (inclusive), the Insurance Indemnity for risk "Daily allowance" will be paid from the 5<sup>th</sup> days of incapacity for work.





**3.9.5.** The Insurer calculates the Insurance Indemnity on the basis of a certificate of incapacity for work issued to the Insured in the Republic of Latvia.

**3.9.6.** Insurance indemnity for the risk “Daily allowance” is not paid:

**3.9.6.1.** for the days for which the Hospital’s daily fee is paid (if the risk is specified in the Insurance Policy);

**3.9.6.2.** for the days spent in the inpatient rehabilitation institution;

**3.9.6.3.** if temporary incapacity for work has been acquired due to illness or disease with congenital or chronic diseases or occupational diseases;

**3.9.6.4.** The Insurance Indemnity is not paid to persons who are not in an employment relationship at the time of the occurrence of the Insured Event;

**3.9.6.5.** The insurance indemnity is not paid if the Insured continues to work or receive the indemnity as a self-employed person during the period when he/she has been declared incapable of work.

### **3.10. Medical expenses**

**3.10.1.** Medical expenses are reimbursed if the Insured has suffered an Accident in which a bone fracture or injury and/or burns or frostbite has occurred, and if the Insurance Indemnity is provided for in accordance with the Insurance Contract.

**3.10.2.** The Insurance Indemnity for treatment after one single Accident or for several Accidents together may not exceed the maximum Insured Amount specified in the Insurance Policy for the risk “Medical Expenses” during one Insurance 365 (three hundred and sixty five) day period.

**3.10.3.** In each Insured Event, this Insured Amount is limited to the Insured Amount for one Insured Event, unless otherwise specified in the Insurance Contract. The Insured Amount for one Insured Event is the maximum amount of Insurance Indemnities payable for all types of medical expenses reimbursed in one case, referred to in clauses 3.10.6.1–3.10.6.11, if these types of medical expenses are specified in the Insurance Policy.

**3.10.4.** The Insured Amount is determined for each type of medical expenses, which is the maximum amount of the Insurance Indemnity payable for the specific type of medical expenses for one Insured Event.

**3.10.5.** The insured risk “Medical expenses” operates in the Republic of Latvia, regardless of the territory of the Insurance Contract, unless otherwise specified in the Insurance Contract.

**3.10.6.** If as a result of the Accident the Insured incurs medical expenses within 1 (one) year from the date of the injury, the Insurer shall reimburse the medical expenses by applying the principle of compensation, but not exceeding the actual losses and the Insured Amount for each of the types of medical expenses specified in the Insurance Contract for one Insured Event and for the entire Insured Period together. The insurance contract may include the following types of medical expenses:

#### **3.10.6.1. Outpatient and inpatient medical care**

**3.10.6.1.1.** Expenses of the Insured for the services of qualified specialist specialists, which are provided on an outpatient or inpatient basis, if they are received in accordance with the referring doctor’s referrals, for example – consultations, laboratory examinations, diagnostic examinations (X-rays, ultrasonography), bandages, blockages, injections, casting or fixing.

**3.10.6.1.2.** After the referral of the attending physician, physical therapy (physiotherapy) was performed after the Accident, the course of therapy for one Insured Event did not exceed 10 (ten) procedures with a maximum limit of EUR 10 (ten) per procedure during each Insurance 365 (three hundred and sixty five) day period or another Insurance period specified in the Insurance Policy.

#### **3.10.6.2. Magnetic resonance imaging and computed tomography**

Diagnostic examinations (computed tomography, magnetic resonance imaging) were performed after the referral of the attending physician – both patient contributions and optional (increased fee) services.

#### **3.10.6.3. Paid urgeries**

Paid services in a 24-hour hospital in connection with the surgical treatment of an injury.

#### **3.10.6.4. Dentistry**

Medical expenses for accidental traumatic dental injuries (consultations, X-ray diagnostics, tooth extraction(s), medical and surgical treatment, local anaesthesia, dental prosthetics and dental implants. Expenses for dental implantation are reimbursed in the amount of 50 (fifty) % of their actual costs.

#### **3.10.6.5. Rehabilitation expenses**

Outpatient and inpatient rehabilitation services prescribed by the attending physician within 60 days after the inpatient treatment of consequences of the Insured risk “Bone Fractures and Injuries”.

#### **3.10.6.6. Medicines**

Purchase of medicines registered in the Register of Medicinal Products of the Republic of Latvia by the attending physician, as well as dressings for the treatment of injuries.

#### **3.10.6.7. Purchase or rental of technical aids**

Purchase or rental of technical aids (crutches, wheelchairs, orthoses) required by a doctor for the treatment of injuries.

#### **3.10.6.8. Medical transport**

Medical transport from the place of the accident to the nearest medical institution, where the Insured is provided with first aid.

#### **3.10.6.9. Taxi services**

In case the Insured, as per attending physician’s instructions, has to dress the injured body part or go on a repeated visit to the doctor in connection with the injury, the Insurer reimburses the taxi services for getting to the medical institution where the specified service is provided, as well as for the trip back home. The Insurer shall indemnify the taxi services on the condition that due to the injury the Insured has limited mobility due to fracture, dislocation, sprain or damage to internal organs. Using the principle of compensation, the Insurer indemnifies taxi services for one visit to a medical institution not exceeding 20 (twenty) % of the Insured Amount for the sub-risk “Taxi services” specified in the Insurance Policy.

#### **3.10.6.10. Non-traditional medical methods**

The Insurer pays for the following treatment methods with certified specialists: acupuncture, homeopathy, horse therapy.

#### **3.10.6.11. Medical expenses abroad (in the Baltics)**

Medical expenses for outpatient and/or inpatient emergency medical care (including medicines) for the prevention of an acute situation after an Accident, if the Accident occurred while the Insured was in Lithuania or Estonia.



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**3.10.7. The following shall not be considered an Insured Event and the Insurance Indemnity shall not be paid:**

**3.10.7.1.** for treatment outside the Republic of Latvia, except for expenses for the risk “Medical expenses abroad”, if the Insured Event has occurred in Lithuania or Estonia;

**3.10.7.2.** for medical expenses not related to the Accident;

**3.10.7.3.** for medical treatment expenses for which documents certifying the expenses have not been submitted;

**3.10.7.4.** for treatment in sanatoriums, holiday homes, day hospitals and/or inpatient care units;

**3.10.7.5.** for accommodation expenses related to rehabilitation in a rehabilitation institution – hospital stay, meals, etc.;

**3.10.7.6.** for complementary medicine services (e.g. manual therapy, Qigong physical and breathing exercise, Ayurvedic medicine, bioresonance (MORA) therapy, anthroposophical medicine, aromatherapy, occupational therapy and reiki services, osteopathy, etc.);

**3.10.7.7.** for plasma injections;

**3.10.7.8.** for implants, prosthetic orthopaedic services, prosthetic operations;

**3.10.7.9.** for the repair of prostheses, implants and/or seals;

**3.10.7.10.** for the treatment of deciduous teeth, except for first aid;

**3.10.7.11.** for the costs of treatment in connection with complications after the operation;

**3.10.7.12.** a fee for an upscale service room in medical institutions;

**3.10.7.13.** for treatment with medical technology and/or treatment method which has not been approved in accordance with the procedures specified in regulatory enactments;

**3.10.7.14.** for sports medical services (muscle testing, doping control, EIROFIT methods for load tests, motor readiness tests, etc.);

**3.10.7.15.** royalties and similar ancillary expenses.

**3.11. Cosmetic surgeries**

**3.11.1.** If after the occurrence of the risk “Bone Fractures and Injuries” and/or the risk “Burns, Frostbite” the Insurer has incurred expenses for plastic and/or microsurgical operations or manipulations necessary to correct and/or prevent distortions caused by the Accident during the Insurance Period.

**3.11.2.** The Insurer, applying the principle of compensation, shall reimburse the expenses for cosmetic operations, observing the following conditions:

**3.11.2.1.** the expenses have been incurred within 12 (twelve) months from the date of the injury;

**3.11.2.2.** cosmetic surgeries have been performed to eliminate the consequences of the injury and to prevent permanent distortive damage to the skin in the head or neck area or permanent distortive damage to the body after burns.

**3.11.3.** The total Insurance Indemnity payable may not exceed the Insured Amount for the Insured Risk “Cosmetic Surgeries”.

**3.12. Tick-Borne Diseases**

**3.12.1.** Upon occurrence of the Insured Risk “Tick-Borne Diseases”, the Insurance Amount in the amount of 100 (one hundred) % provided for this Insured Risk in the Insurance Contract shall be paid, provided that after the tick bite the Insured is diagnosed with the following:

**3.12.1.1.** tick-borne encephalitis, which is confirmed by a doctor-infectologist and the results of serological tests, as well as if the Insured has been hospitalized for at least 48 hours in connection with this disease;

**3.12.1.2.** borreliosis (Lyme disease), confirmed by a medical infectologist and confirmed by laboratory tests for IgM class against *Borrelia burgdorferi* using the Western blot method. If these tests do not show OspC p25, which is a marker of recent infection, the Insured Event has occurred only if a repeat blood test, which is performed no earlier than 6 weeks after the date of the first tests, detects IgG class antibodies.

**3.12.2.** Insured risk “Tick-borne disease” takes effect on the 21<sup>st</sup> day from the date of entry into force of the Insurance Contract.

**3.12.3.** If the diagnosis is made or any symptoms of the respective disease appear before the 21<sup>st</sup> day from the date of entry into force of the Insurance Contract, the case shall not be recognized as an Insured Event and the Insurance Indemnity shall not be paid.

**3.12.4.** This Insured risk works even if the Insured has not been vaccinated against tick-borne encephalitis.

**3.13. Critical (crisis) diseases**

**3.13.1.** The Insurer shall pay the Insurance Indemnity to the Insured, if Insured has been diagnosed with Critical disease according to diseases specified in Annex I (Critical (crisis) diseases) in ABC coverage.

**3.13.2.** Upon occurrence of the Insured Risk “Critical (Crisis) Diseases”, the Insured Amount in the amount of 100 (one hundred) % provided for this Insured Risk in the Insurance Contract shall be paid.

**3.13.3.** The insurance is valid for the diseases specified in Annex I (Critical (crisis) diseases) in ABC coverage.

**3.14. Specialized transport expenses**

**3.14.1.** If due to an injury, upon discharge from the hospital, the attending physician medically justifies that the Insured needs to be transported in a supine or semi-supine position, the Insurer shall reimburse the expenses for specialized transport services to the Insured’s home.

**3.14.2.** Applying the principle of compensation, but not exceeding the Insured Amount specified in the Insurance Contract for this risk, the Insurer reimburses documented expenses for specialized transport services once in the Insurance Period, ensuring transportation of the Insured from the hospital to the home.

**3.15. Internet services**

**3.15.1.** If the Insured risks “Bone fractures and injuries” and/or the risk “Burns, frostbite” occur, as a result of which the Insured is placed in a 24-hour hospital for a period longer than 24 (twenty-four) consecutive hours, the Insurer shall reimburse the expenses for using Internet services during the period while the Insured is in hospital.

**3.15.2.** The insurance indemnity, applying the principle of compensation, is paid if the contract for the provision of Internet services has been concluded with the Insured and the Insured can document the expenses for the use of Internet services while in the hospital.

**3.15.3.** The total Insurance Indemnity payable for the use of Internet services may not exceed the Insured Amount for this Insured Risk provided for in the Insurance Contract.



**3.15.4.** The insurance indemnity for the use of Internet services is not paid if the Insured has used them while in a rehabilitation institution.

### **3.16. Children's tuition fee**

**3.16.1.** If the death of the Insured occurs due to an injury sustained in an Accident within 1 (one) year from the date of the injury, the tuition fee of the Insured's (or the Insured's spouse) biological or adopted child for studies at a higher education institution shall be reimbursed.

**3.16.2.** The insurance indemnity will be paid to the Insured's child who has not reached the age of 24 (twenty-four) at the time of the Insured's death.

**3.16.3.** If the Insured has several children, the Insurance Indemnity, in accordance with these Regulations, shall be divided between the Insured's children in equal parts.

**3.16.4.** When paying the Insurance indemnity for this risk, the principle of compensation shall be applied, that is, after the end of each academic year, the Insurer pays the Insurance Indemnity in the amount of the completed academic year tuition fee of the Insured's Child, not exceeding 50 (fifty) % of the Insured Amount of the risk "Children Tuition Fee" and overall not exceeding the Insured Amount of the risk "Children Tuition Fee" for each child.

**3.16.5.** The insurance indemnity for the child's tuition fee is paid, taking into account the condition that at the time of the Insured's death the Insured's child has already been matriculated in a higher education institution.

**3.16.6.** Payment of the insurance indemnity is terminated when the child of the Insured reaches the age of 27 (twenty-seven).

### **3.17. Burial benefit**

**3.17.1.** Upon the occurrence of the Insured risk "Death", the Insurer will additionally cover the expenses for the burial services received in the Republic of Latvia.

**3.17.2.** The insurance indemnity includes:

**3.17.2.1.** applying the principle of compensation, the Insurer shall reimburse the expenses for the following burial services: purchase of a coffin; cemetery, crematorium services; mortuary transportation services; mortuary services; purchase and installation of a grave stone, farewell meal;

**3.17.2.2.** the Insurer shall indemnify the expenses referred to in Clause 3.17.2.1 of these Regulations as the difference between the actual expenses and the indemnity due, according to one of the types of compulsory insurance, including state social insurance and compulsory motor third party liability insurance, not exceeding the Insured Amount specified in the Insurance Policy;

**3.17.2.3.** The insurance indemnity for the occurrence of the risk "Funeral Benefit" will be paid to the natural person who has paid for the funeral services and presented the original death certificate;

**3.17.2.4.** The total Insurance Indemnity payable may not exceed the Insured Amount for this Insured Risk.

### **3.18. Social care**

**3.18.1.** In case of Group I (one) disability or lost limb(s) sustained as a result of the injury, the Insurer, applying the principle of compensation, will cover the costs of the Insured:

**3.18.1.1.** for social care for the first 3 (three) months from the date of the injury;

**3.18.1.2.** for reconstruction, rearrangement and equipping of the dwelling according to the special needs of the Insured, for

example, but not limited to the following activities: expansion of doorways, adaptation of flooring, adaptation of bathrooms, installation of hoist, adaptation of electricity sources, purchase and installation of special height furniture.

**3.18.2.** Insurance indemnity:

**3.18.2.1.** the payment is made after the confirmation of Group I (one) disability, if the Insured has applied for state social care assistance;

**3.18.2.2.** the costs of social care shall be covered on condition that the said service has been provided by a legal entity or an individual merchant who has registered for such business;

**3.18.2.3.** The total Insurance Indemnity payable may not exceed the Insurance Amount for this Insured Risk.

### **3.19. Professional retraining expenses**

**3.19.1.** The risk "Professional retraining expenses" occurs if the Insured is granted a Group I (first) or II (second) disability due to an injury caused by an Accident and due to these physical disorders the Insured is unable to continue to perform his/her professional duties.

**3.19.1.1.** Expenses for retraining for a new profession are covered.

**3.19.1.2.** Retraining training expenses are covered if the following additional conditions are met:

**3.19.1.2.1.** the training will ensure a level of education that does not exceed the level of education of the Insured before the occurrence of the Insured Event;

**3.19.1.2.2.** the educational institution where the studies take place, as well as the educational program has been certified;

**3.19.1.2.3.** the physical health condition of the Insured is adequate to be able to work in the new profession to which he/she is retraining;

**3.19.1.2.4.** the training must start no later than within 1 (one) year from the date of granting the disability.

**3.19.2.** Applying the principle of compensation, the Insurer will pay the expenses for retraining training after its completion and will do so in the amount of the tuition fee, but not exceeding the Insured Amount for the risk "Professional retraining expenses" specified in the Insurance Policy.

### **3.20. Psychological help**

**3.20.1.** The risk arises if after one of the cases described in clause 3.20.2 the Insured needs psychological assistance.

**3.20.2.** Applying the principle of compensation, expenses for consultations of a psychotherapist in connection with the following cases that have occurred during the term of the Insurance Contract shall be covered:

**3.20.2.1.** Death of the Insured's relatives (parents, brothers, sisters, children, spouse) as a result of injury;

**3.20.2.2.** if after the occurrence of the Insured Event the Insured has been granted a Group I (first) disability for the first time;

**3.20.2.3.** if the Insured has been physically abused and/or has been raped or otherwise sexually assaulted;

**3.20.2.4.** if the Insured falls ill with any of the Critical (crisis) diseases (provided that in accordance with this Insurance Contract the indemnity is paid for the risk "ABC coverage of the Critical (crisis) Diseases");

**3.20.2.5.** if the Insured has lost any of the limbs (amputation) as a result of an injury, which must be recognized as an Insured Event within the meaning of these Regulations;



**3.20.2.6.** if the Insured has suffered facial mutilation as a result of the injury.

**3.20.3.** Psychological help must be provided no later than within 1 (one) month after the end of the Insurance Contract period.

**3.20.4.** The Insured is obliged to apply to law enforcement authorities no later than within 24 (twenty-four) hours after suffering physical abuse, rape or sexual assault.

**3.20.5.** The insurance indemnity for psychological assistance is paid up to the price of one visit not exceeding EUR 35 (thirty five) and for one or more Insured Events together not exceeding the Insured Amount for the risk "Psychological Help" specified in the Insurance Policy.

**3.20.6.** Insurance indemnity is not paid:

**3.20.6.1.** if psychological help to the Insured has been provided by a person who is not registered in the Register of Medical Practitioners and Medical Support Persons, or the services have been provided inconsistent with the regulatory enactments of the Republic of Latvia and the procedures specified therein;

**3.20.6.2.** if the Insured has applied to law enforcement authorities later than within 24 (twenty-four) hours after the physical abuse, rape or sexual assault;

**3.20.6.3.** if the Insured has suffered only minor bodily injuries.

### 3.21. Legal services

**3.21.1.** Upon the occurrence of the Insured Risk "Death", the Insurer shall reimburse the expenses of paid legal aid to the first degree relative in order for him/her to obtain instructions for arranging the inheritance rights under the following conditions:

**3.21.1.1.** legal aid is provided by a qualified lawyer, sworn advocate or notary who is not a relative of the recipient of the legal service;

**3.21.1.2.** the legal service is received and paid for within 3 (three) months from the date of occurrence of the Insured Risk "Death".

**3.21.2.** Direct expenses are reimbursed, applying the principle of compensation, for the above-mentioned Insured Risk within the Insured Amount provided for in the Insurance Contract.

### 3.22. Relatives' arrival expenses

**3.22.1.** Upon occurrence of the Insured Risk "Death" or the Insured Risks "Bone Fractures and Injuries" or "Burns, Frostbite", applying the principle of compensation, the Insurer shall reimburse the lowest possible purchase costs of a public transport ticket to one Insured's relative coming to the Insured from abroad provided that any of the following circumstances exist:

**3.22.1.1.** The Insured has received inpatient treatment for at least 21 (twenty-one) consecutive days;

**3.22.1.2.** The doctor treating the Insured has acknowledged that the presence of a relative is necessary;

**3.22.1.3.** The life of the Insured is endangered according to the opinion of the attending physician.

**3.22.2.** Ticket purchase expenses are reimbursed if it is purchased during the Insured's hospitalization after the occurrence of the Insured's risk "Bone Fractures and Injuries" or "Burns, Frostbite" or within one week from the occurrence of the Insured Risk "Death".

**3.22.3.** The total Insurance Indemnity payable may not exceed the Insured Amount provided for this Insured Risk in the Insurance Contract.

### 3.23. Cancellation of the event

**3.23.1.** If the Insured Risk "Bone Fractures and Injuries" occurs, as a result of which the Insured is treated in the hospital for not

less than 14 (fourteen) consecutive days, the Insurer, applying the principle of compensation, reimburses the expenses related to the cancellation of the planned event (Insured's birthday or wedding celebration) and already paid at the time of the occurrence of the Insured risk.

**3.23.2.** The Insurer shall reimburse the expenses related to the rent of premises, catering company services or banquet organization company services and/or transport service ordered for the day of the event, provided that the service payment or advance payment has been made before the Insured Event and in accordance with the agreement with service provider, it is not possible to recover the payment made.

**3.23.3.** The total Insurance Indemnity payable may not exceed the Insured Amount for the above-mentioned Insured Risk.

### 3.24. Credit payment insurance

**3.24.1.** If the Insured has a Mortgage (home) loan (the Insured is the only Borrower of the Mortgage loan) and due to an injury for which the indemnity for the risk "Bone Fractures and Injuries" exceeds 100 (one hundred) euros, the Insured is unable to perform work duties, Insurer, applying the principle of compensation, compensates the Insured's credit payments for the Insured's place of residence for a period of up to 3 (three) months from the moment of occurrence of the Insured Event, but not longer than for one continuous sick-leave certificate submitted to the Insurer.

**3.24.2.** The Insurer shall reimburse the monthly loan payment expenses in the amount of up to 40 (forty) % of the Insured's average salary, but not more than the monthly limit specified in the Insurance Policy.

**3.24.3.** A waiting period of 30 (thirty) days is set for the risk, starting from the date of entry into force of the Insurance Contract or inclusion of the risk in the Insurance Policy.

### 3.25. Family welfare insurance

**3.25.1.** The Family welfare insurance provides support in the most important moments of the Insured's life. The Insurer shall pay to the Insured the Insurance Indemnity in the percentage specified in the Insurance Contract out of the Insured Amount specified in the Insurance Contract for the following events (indicated in the table):

Event	% of the Insured Amount
Death of the insured spouse (wife/husband) or one of the parents (mother/father) as a result of an accidental injury	20
Death of an insured child, an adopted child and/or a dependent child as a result of an accidental injury	25
Death of the Insured's new-born child or when the child was born still or died in childbirth as a result of an injury caused by an accident	20
Birth of the Insured's child	15
Insured's marriage registration	10
Divorce of the Insured	10





**3.25.2.** The following shall not be considered an Insured Event and the Insurance Indemnity shall not be paid:

**3.25.2.1.** in case of death of a new-born child or in case when the child was born stillborn or died in childbirth, if the fact of birth of the child has not been registered in accordance with the legislation of the Republic of Latvia;

**3.25.2.2.** in case the child was born still in the period from the 1<sup>st</sup> (first) to the 23<sup>rd</sup> (twenty-third) week of pregnancy (inclusive);

**3.25.2.3.** for the birth of a child, registration of marriage or divorce, if it has occurred during the Waiting Period (90 (ninety) days) after the date of entry into force of the Insurance Contract.

**3.25.3.** Insurance coverage “Family Welfare Insurance” is offered only for insurance of employees of legal entities.

**3.25.4.** There are no general exceptions to the above Insured Risk.

**3.26. Crisis management expenses for the employer**

**3.26.1.** If the Insured risk “Death” or “Mutilation, disability” occurs while the Insured is at the workplace and performing the obligations instructed by the employer, the employer, if shown in the Insurance Contract as the Policyholder, shall be reimbursed for expenses incurred in connection with:

**3.26.1.1.** receipt of certified legal services, representing one’s interests or fulfilling the employer’s obligation in a state institution or obligations to the Insured;

**3.26.1.2.** organization of training courses for employees on occupational safety issues;

**3.26.1.3.** crisis communication charges for services based solely on the occurrence of an accident;

**3.26.1.4.** Burial expenses of the Insured;

**3.26.1.5.** psychological, social and/or medical assistance to the first degree relatives of the Insured within 2 (two) months after the occurrence of the Insured Event;

**3.26.1.6.** selection and training of new employee candidates to ensure the replacement of the Insured.

**3.26.2.** If the Insurance Contract includes the risks “Funeral expenses” and/or “Psychological help”, then the indemnity for the risk “Crisis management expenses for the employer” shall be paid if the Insured Amount for the above-mentioned Insured Risks has been exhausted.

**3.26.3.** When paying the Insurance Indemnity, the Insurer applies the principle of compensation by reimbursing justified and documented expenses of the employer. The total Insurance Indemnity payable may not exceed the Insured Amount for the above-mentioned risk in the Insurance Contract.

**4. INSURED’S OCCUPATION**

**4.1.** The Insurance is valid when the Insured performs work duties, if the Insured’s occupation or occupational risk group is specified in the Insurance Policy.

**4.2. Breakdown of occupations by risk groups**

<b>Risk group</b>	<b>Name of the risk group</b>	<b>Included professions</b>
<b>Risk Group 1</b>	<b>Office work, children under 18, unemployed students, unemployed pensioners</b>	The occupation is not mainly related to manual work – office workers (company managers, accountants, auditors, programmers, consultants, librarians, secretaries, etc.), teachers (including physical education teachers); actors; doctors; nurses; pharmacists; shop sellers (except sellers at gas stations, 24-hour shops, currency exchange points); store managers; hairdressers; cooks; sales agents; laboratory assistants; cosmetologists; engineers; waiters; gambling staff (except security guards); social workers; production and construction managers; project managers etc.; children under 18 (eighteen) years of age, non-working students, non-working pensioners.
<b>Risk Group 2</b>	<b>Physical work</b>	The occupation is mainly related to manual work, which is not mentioned in Group 3 and Group 4 – drivers; tractor drivers; drivers of construction vehicles; vendors at gas stations, convenience stores or currency exchange offices; railway workers; aerodrome workers; construction workers (e.g. interior workers, bricklayers); workers in manufacturing or industry (except logging, woodworking, metalworking, metallurgy), workers in the textile industry; welders; car mechanics (painters, car electricians, car mechanics, etc.); electricians; locksmiths; boiler attendants; shoemakers; dry cleaners; agricultural workers; foresters; warehouse workers; loaders; postmen; customs officers; veterinarians, etc.
<b>Risk group 3</b>	<b>Higher risk physical work</b>	Occupation is related to high-risk physical work – slingers; concrete block and structure assembly workers; demolition workers for buildings and other structures; tunnel, bridge, road construction and repair workers; port workers; ambulance staff; collectors; drivers of collection cars; animal trainers; slaughterhouse staff etc.; persons whose job responsibilities include work with ionizing radiation equipment.
<b>Risk group 4</b>	<b>Dangerous works</b>	The occupation is associated with a very high degree of risk – work in forestry, woodworking, metalworking, metallurgy and fiberglass production; construction and restoration work (high altitude); roofers; flight attendants; underground workers; police officers; security guards; work in the fire and/or rescue service; chimney sweepers; window washers (high altitude); shipbuilding and repair (shore).

**4.3.** If the Accident has occurred while the Insured is performing work duties in a specialty that is not mentioned as insured in the Insured’s Insurance Contract, in accordance with Clause 4.2., the Insurer may refuse to pay the Insurance Indemnity.



## 5. INSURED'S SPORTS AND ACTIVE RECREATION ACTIVITIES

5.1. The Insurance shall be valid when the Insured engages in sports and/or other active recreation hobbies, if there is a note about them in the Insurance Policy, in accordance with the provisions of Clause 5.2.

5.2. Table of insured sports (the insurance policy must indicate the group of sports and/or a specific sports activity):

Name of the group of sports activities	Covered activities and conditions	Types of sport
<b>Hobbies</b>	<p>Automatically included in the coverage (except for participation in professional sports competitions or trainings)</p> <p>Automatically included in the coverage without engaging in the said sports within the activities of a sports organization and not in the list of members or participants of any sports organization in the respective sport (Insurance coverage is not valid when participating in Professional sports competitions or training sessions)</p>	<p>Recreational activities in official, public leisure and amusement parks (including water parks and the Aerodium tunnel), badminton, ballet, billiards, bodybuilding, bowling, boating (inland or coastal waters), boating (inland or coastal waters), snowmobiling, jet skiing (inland or coastal waters), participation in motorcycles up to 125 cm<sup>3</sup>, tricycles, mopeds or scooters, dancing (including sports dances), cross-country skiing, frisbee, table games, table tennis, golf, bobsleigh rides as part of the tour ("Vučko", summer bobsleigh), horse riding (except equestrian sports), yoga, canyoning and rapids (rapids category I-III, according to the international classification of rapids complexity-danger), curling, cricket, hot air ballooning (as a passenger), fishing (except ice and outside inland or coastal waters), artistic gymnastics, mini golf, gym classes, novuss, Nordic walking, organized safari park visit, orienteering (rogaining), hiking in the mountains up to 3000 m above sea level and without special equipment, paintball, swimming, swimming with a mask (snorkeling), pétanque, participation in competitions and disciplines organized for sports festivals, recreational cycling (including mountain biking, except trial, BMX, downhill, XCM and XCO), synchronized swimming, running (including marathon, half marathon, trail running), squash, skating (recreational), snooker, sports in general education (except sports schools), archery, shooting in a public shooting range, darts, water polo, gymnastics (including aerobics and its variants, CrossFit, street gymnastics), scuba diving with equipment (to a depth of 9 (nine) m and accompanied by an instructor, unless the Insured does not have an appropriate PADI or CMAS system certificate).</p> <p>Rowing (other than rafting), armrestling, speed skating, basketball, biathlon, go-karting, quad biking, sailing (inland or coastal waters, including yacht sailing), figure skating, duathlon, floorball, football, handball, kayaking, downhill skiing, dog sledding, canoeing, lacrosse, field hockey, mini football, modern pentathlon, fencing, beach volleyball, polo, rafting (provided it is instructed under an entertainment event organized by an official tourism organization), scooter skiing, rollerblading (except rollerblading and Inline hockey), weightlifting, kayaking, snowboarding, streetball, weightlifting, tennis, water skiing, athletics, windsurfing, volleyball, winter swimming.</p>
<b>Amateur sports</b>	<p>Amateur sports, engaging in any of the above sports within a sports organization or if the Insured is on the list of members or participants of a sports organization in the respective sport, except for participation in Professional sports competitions or training sessions, but including the conditions mentioned in the sports group "Hobby"</p>	<p>Rowing (other than rafting), armrestling, speed skating, basketball, biathlon, go-karting, sailing (inland or coastal, including yachting), figure skating, duathlon, floorball, football, handball, kayaking, downhill skiing, sledding, canoeing, lacrosse, field hockey, mini football, modern pentathlon, capoeira, sports gymnastics, road cycling, triathlon, fencing, hunting, beach volleyball, polo, rafting (provided it takes place under the guidance of an instructor as part of an entertainment event organized by an official tourism organization), roller skiing, rollerblading (except rollerblading), weightlifting, kayaking, snowboarding, streetball, weightlifting, tennis, water skiing, athletics, windsurfing, tug of war, volleyball, winter swimming.</p>



<b>High risk activities</b>	High-risk activities while engaging in any of the above sports within a sports organization, or if the Insured is on the list of members or participants of a sports organization in the relevant sport (but excluding participation in professional sports competitions or training sessions), including conditions from Sports group "Amateur sports"	American football, baseball, Bandy, bobsleigh, freediving (except underwater cave exploration), hockey, inline hockey, equestrian, kiteboarding, luge, scuba diving to a depth of 30 (thirty) m with an appropriate PADI or CMAS system certificate; participation in road traffic with a motorcycle with an engine capacity of more than 125 cm <sup>3</sup> , skeleton, softball, powerlifting, short track, wakeboarding, cycling.
<b>Extreme sport</b>	The sport stipulated in the insurance contract from the "Extreme Sports" group and sports included in other risk groups ("Hobbies", "Amateur Sports", "High Risk Activities")	Mountaineering, motorsport (including highway), BMX cycling, martial arts including taekwondo, karate but not boxing, kickboxing, aikido, jujitsu, freestyle wrestling, Greco-Roman wrestling, judo no-rule martial arts, including mixed martial arts (MMA), skydiving, mountain biking, mountain climbing (above 2500 meters above sea level), rock climbing, motorsport, paragliding, gliding, rugby, sandboarding, surfing, skateboarding, skiing, slalom, XCM, XCO except for downhill and trial), quad biking, snowmobiling, jeeps (and similar vehicles) in wild environments (taiga, desert, jungle) or off-road driving.

**5.3.** If a specific activity or sport is specified in the Insured's Insurance Policy, it means that the Insurance Coverage, in addition to the selected group of sports, is valid when the Insured engages in an additional activity or sport specified in the Insurance Policy, regardless of the form of occupation, but the Insurance Coverage is not valid by participating in professional sports competitions or training sessions.

**5.4. The insurance is not valid** if the Insured is engaged in:

**5.4.1.** martial arts such as boxing, kickboxing, aikido, jujitsu, freestyle wrestling, Greco-Roman wrestling, judo no-rule martial arts, including MMA;

**5.4.2.** the following sports: speedboating, formulas, downhill, freestyle, freeride, bungee jumping, heleboarding, flying on aircraft (except as a passenger on an airplane) or flying equipment, longboarding, paragliding, rafting, speleology, ski jumping, water sports (including water motorsports), scuba diving using an scuba gear, ice fishing or fishing on ice, winter swimming, scuba diving or diving deeper than 30 m (as well as engaging in this activity in the Arctic Ocean or adjacent seas), zorbing, expeditions;

**5.4.3.** sports that are not mentioned in the Insurance Regulations and the specific sport or group of sports not specified in the Insurance Policy.

**5.5.** Regardless of whether the said activity/sport is included in the Insured's Insurance Coverage, the Insurance Indemnity will not be paid if any of the sports/activities include jumping from a height, gliding, acrobatics or rock climbing elements.

**5.6.** The Insurer may request additional information on the circumstances of the Accident in which the physical injury was acquired during sports activities.

**5.7.** Payment of the Insurance Indemnity may be refused if the Policyholder and/or the Insured have concealed or misled the Insurer about the Insured's professional sports or activities with high-risk activities or sports, which are considered exceptions in accordance with these Insurance Regulations, for which the Insurance is not valid.

## 6. GENERAL EXCEPTIONS

According to these Insurance Regulations, it shall not be considered an Insured Event and the Insurer shall not have an obligation

to indemnify for losses if the losses have occurred as a result of the Insurance Exceptions.

**6.1.** If there is no additional special agreement in the Insurance Contract, then the Insurance protection is not valid for the following types of losses:

**6.1.1.** Terrorism – losses resulting from terrorism, terrorism means violence or dangerous activity that endangers human life, tangible or intangible property or infrastructure with the intention of influencing any government or keeping society or any part of it in fear;

**6.1.2.** War – resulting from a war invasion or war-like activity (whether declared or not), foreign enemy activity, military invasion, civil war, insurrection, revolution, riot, military or other usurpation of power;

**6.1.3.** Force majeure – caused by force majeure, natural disasters. Circumstances of force majeure shall be those circumstances which have been recognized as circumstances of force majeure by a legal act of the relevant state institution;

**6.1.4.** Intentional act, gross negligence – caused by malicious intent or the degree of fault of the Policyholder, the Insured or the injured Third Party, which in terms of indemnification and other civil consequences is comparable to malicious intent or when the Insured commenced an activity the harmfulness and danger of which could not and should not remain unknown to him/her;

**6.1.5.** Known losses or circumstances that may cause losses – losses or circumstances that may cause losses, that were known or that the Policyholder and/or the Insured should have known or that were clearly foreseeable at the time of concluding the Insurance Contract;

**6.1.6.** Repeated insured events – losses that have occurred repeatedly due to the same reason that has previously caused losses that the Insurer has indemnified during the term of this Insurance Contract or previous Insurance Contracts;

**6.1.7.** If the coverage of such losses is not provided for by national laws and regulations and/or special conditions of the Insurance Contract or special Insurance Regulations.

**6.1.8.** Losses incurred before the effective date of the Insurance Contract are not compensated.



**6.1.9.** Losses incurred after the expiry of the Insurance Contract shall not be indemnified, unless otherwise provided in the Insurance Contract.

**6.2.** In addition to the above-mentioned exceptions, the Insurer's obligations do not arise and the Insurance Indemnity for the Insured Risks referred to in the Insurance Contract is not paid:

**6.2.1.** if the Accident occurred while the Insured was under the influence of alcohol (blood alcohol level exceeding 0.5 per mille) or intoxication of any degree of narcotic or other substances, if there is a causal link between the alcohol intoxication or intoxication of other substances and the occurrence of the Insured's actions under the influence of alcohol or intoxication have contributed to the occurrence of the Insured's risk;

**6.2.2.** if body damage, trauma and infection that cannot be diagnosed without visual diagnostics, specialized bacteriological and serological examination methods or surgical intervention (fractures, rupture of ligaments, damage to internal organs, brain injuries, infections) has not been confirmed by a doctor-specialist of the specific specialty;

**6.2.3.** for self-inflicted injuries, suicide or attempted suicide;

**6.2.4.** if the event has been caused by illegal actions of the Insured;

**6.2.5.** if the Accident occurred while the Insured was serving a sentence in a custodial institution or detention institution;

**6.2.6.** for circulatory disorders, bleeding in the brain, internal bleeding, except in cases when the said condition has occurred as a result of an Accident;

**6.2.7.** for bruises on the body without visible signs of injury;

**6.2.8.** for chronic diseases;

**6.2.9.** for human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS) and any of its derivatives, as well as other diseases, illnesses or damage to health, physical condition or life, caused or developed after infection with that virus, regardless of the cause and type of infection;

**6.2.10.** for hepatitis A, B, C;

**6.2.11.** for insect stings/bites (except for hornets, wasp and/or bee stings/bites, if they have caused the death, disability or anaphylactic shock of the Insured, and tick bites); allergic reactions; sun exposure;

**6.2.12.** if a traffic accident has occurred while the Insured is driving a vehicle without the right to drive a vehicle of the relevant category or at a speed exceeding the maximum permitted driving speed specified in the requirements of the Road Traffic Regulations by 30 km/h and more;

**6.2.13.** if the event has occurred while the Insured is piloting any aircraft that does not belong to an airline and is not registered as a means of passenger transport, or while operating a non-powered aircraft, glider (with or without an engine) or hang glider;

**6.2.14.** if the incident occurred while parachuting or bungee jumping;

**6.2.15.** if the event has occurred while driving a motorcycle with an engine capacity of more than 125 cm<sup>3</sup> (this exception does not apply if the Parties have agreed before the Insurance Contract enters into force to exclude this clause from the Insurance Contract and it is mentioned in the Insurance Policy as an additional condition);

**6.2.16.** if the case is caused by a mental or mental disorder, the consequences of which are stroke, seizures, epilepsy or other

spasmodic attacks; other chronic neurological disorders with impaired coordination or muscle weakness;

**6.2.17.** for cases that have occurred while the Insured is in active service in any division of the army;

**6.2.18.** for cases that have occurred while the Insured is engaged in professional or amateur sports or engaging in certain martial arts, as well as engaging in high-risk activities and sports referred to as exceptions to Clause 5.4 of these Insurance Regulations;

**6.2.19.** if the Insured participates in Professional sports competitions or training sessions;

**6.2.20.** if the Accident occurred due to the fact that the Insured acted recklessly in the circumstances of increased danger and potential trauma, inappropriate from the standpoint of laws of logic and scientific knowledge, and/or exposed himself to extreme danger or trauma, except in cases when the above action was motivated by an intention to save human life.

## **7. INFORMATION ABOUT INSURANCE OBJECT OR INSURED RISK**

**7.1.** Before concluding the Insurance Contract, the Policyholder and/or the Insured is obliged to provide all the information requested by the Insurer, which is necessary for the Insurer to assess the Insured Risk. The Insurer processes the received information in order to assess the Insured risk and prepare the Insurance offer or the Insurance Contract.

**7.2.** The Policyholder and the Insured are responsible for the truthfulness and completeness of the provided information. Any falsification, incorrect and incomplete, distorted statement or omission may result in termination of the Insurance Contract or refusal to pay the Insurance Indemnity. The Insurer prepares its offer based on the information provided by the Policyholder and/or the Insured.

**7.3.** The Policyholder or the Insured is obliged to notify the Insurer about other valid Insurance Contracts that apply to the same Insurance Object.

## **8. CHANGES TO THE INFORMATION PROVIDED**

**8.1.** The Policyholder and/or the Insured is obliged to immediately, as soon as possible, notify the Insurer in writing of all circumstances that may increase the probability of occurrence of the Insured risk or the amount of possible losses, as well as notify of any changes in the information provided in the Insurance Application.

**8.2.** After receiving additional information, the Insurer evaluates the increase of the Insured's risk, if the Insured's risk has increased, an additional Insurance premium is calculated and applied.

The insured risk has increased if the indicators forming the premium calculation specified in the Insurance Contract have increased by more than 15 (fifteen) %, in comparison with the initial ones.

**8.3.** Before concluding the Insurance Contract, during the term of the Insurance Contract or after the end of the Insurance Period, the Insurer has the right to inspect the Insured Object to make sure that there have been no changes in the initial risk information. However, this condition does not release the Policyholder and/or the Insured from the performance of the obligations specified in Clause 8.1 of these Regulations.





## **9. DUTIES OF THE POLICYHOLDER AND/OR THE INSURED**

**9.1.** The Policyholder is obliged to inform the Insured that the Insured is Insured in accordance with a certain Insurance Contract, the conditions of which the Policyholder has agreed with the Insurer and the Insured are bound by these conditions, must observe and fulfil them, as well as explain to the Insured the consequences. In case the Insured fails to perform and/or improperly performs any of the provisions of the Insurance Contract.

**9.2.** By concluding the Insurance Contract, the Policyholder and/or the Insured undertakes to observe and fulfil all the requirements set by the Insurer, as well as to observe and fulfil additional requirements set by the Insurer in writing during the Insurance Period.

**9.3.** It is the duty of the Policyholder and/or the Insured to do everything possible to prevent accidents. It is the duty of the Policyholder and/or the Insured to immediately eliminate any noticed error/defect or to take such additional safety measures as the circumstances require.

**9.4.** In the event of an Accident, the Policyholder, the Insured's legal guardians, the Insured is obliged to ensure that the Insured is transported to the nearest medical institution to a qualified medical practitioner for medical assistance as soon as practicable, but not later than within 24 (twenty four) hours.

**9.5.** It is the responsibility of the Recipient of Indemnity to prove the fact and consequences of the Accident, to ensure the Insurer's claim to establish and assess the circumstances of the Accident, as well as to submit all information and documents requested by the Insurer and confirming it.

**9.6.** It is an obligation of the Recipient of Indemnity to give written consent to the Insurer, medical or medical institutions, local government or state institutions, if it is necessary for the issuance of medical documentation to the Insurer, including releasing the attending physicians from their duty of silence and, if necessary, authorizing the Insurer's representative to get acquainted with the Insured's medical documents relating to the possible Insured Event, its circumstances and the binding medical history.

**9.7.** The Insured is obliged to submit a certain written application to the Insurer or fill in the application on the Insurer's website [www.compensa.lv](http://www.compensa.lv) within 30 (thirty) days after the occurrence of the Accident. If due to objective reasons the Insured cannot personally submit a written application or fill in the application on the Insurer's website [www.compensa.lv](http://www.compensa.lv), then it shall be performed by the Insured's authorized person.

**9.8.** Upon the written request of the Insurer, the Insured agrees to perform an additional examination to assess his/her health condition in connection with a possible Insured Event. The costs of this additional inspection shall be borne by the Insurer.

**9.9.** In the event of an Accident as a result of illegal actions of a third party or road traffic accidents, the Insured is obliged to immediately inform the State Police and/or firefighters and/or other competent authorities as soon as possible.

**9.10.** The burden of proving the occurrence of the Insured Event rests with the Policyholder and/or the Insured, and in the event of the latter's death – with the Beneficiary or the Recipient of Indemnity.

**9.11.** The Insured, the Beneficiary or the heir shall, upon receipt of the Insurance Indemnity, transfer to the Insurer his/her claim

rights against the person responsible for the loss in the amount of the paid Insurance Indemnity.

**9.12.** The Insurance Contract after the payment of the Insurance Indemnity shall remain valid until the end of the Insurance Period, taking into account the Insured Amount specified in the Insurance Contract for the specific Insured Risk, which has been reduced by the amount of the paid Insurance Indemnity.

## **10. CONSEQUENCES OF THE POLICYHOLDER'S AND/OR THE INSURED'S DEFAULT**

**10.1.** If any action or omission of the Policyholder and/or the Insured has caused or will cause misleading the Insurer or withholding the risk information, the Insurance Contract will be declared invalid from the date of its conclusion. The Insurer shall not reimburse the paid Insurance Premium.

**10.2.** The Insurer may reduce the indemnity payment to 50 (fifty) %, if the Policyholder and/or the Insured due to slight negligence:

**10.2.1.** has not fulfilled or has partially fulfilled any of the requirements specified in the Insurance Contract or the written requirements of the Insurer;

**10.2.2.** has in any way restricted the Insurer's ability to exercise its rights, including the Insurer's right to ascertain the circumstances of the occurrence of the Insured's risk, nuances and/or recourse, subrogation rights;

**10.2.3.** has violated any requirements of the regulatory enactment in force in the Republic of Latvia, which are applicable to the specific Insured Event. If the Insurance Contract includes the sub-risk "Medical Expenses Abroad (in the Baltics)" in the Medical Treatment Risk, the Insurance Indemnity shall not be paid if the Insured has violated the requirements of the regulatory enactment in force in the respective Baltic State.

**10.3.** The Insurer shall not pay the Insurance Indemnity if the occurrence of the risk has been caused by malicious intent or gross negligence of the Policyholder, the Insured or the Beneficiary; including due to the reasons specified under Clause 10.2. The Insurer shall not reimburse the paid Insurance Premium.

## **11. CONCLUSION OF THE INSURANCE AGREEMENT AND PROCEDURE OF ENTRY INTO FORCE**

**11.1.** The Insurance Contract consists of the Accident Insurance Policy, the Insurance Terms and Conditions, as well as amendments and supplements to this Contract, which have been agreed upon by the Parties to the Insurance Contract (hereinafter – the Parties) during the term of the Insurance Contract.

**11.2.** The rights and obligations of the Parties apply to the Insurer, the Policyholder and the Insured.

**11.3.** The Insurance Contract is concluded on the basis of the information provided by the Policyholder and/or the Insured in the Insurance Application. The Policyholder and/or the Insured (natural person) have the rights of a data subject within the meaning of the Data Processing Regulation 2016/679. The information received from the data subject is used for the preparation of the Insurance offer, conclusion of the contract and/or payment of the Insurance indemnity; the legal basis for data processing is a contract.

**11.4.** The Insurer may prepare the Insurance Offer before concluding the Insurance Contract. In case the Policyholder pays the Insurance premium indicated in the Insurance Offer to the



Insurer's bank account, the Insurance Contract shall not be deemed concluded, unless otherwise specified in the Insurance Offer. In that case, the Insurance Premium is refunded to the payer of the Insurance Premium.

**11.5.** The Insurance Contract is considered concluded and enters into force on the next day after receipt of the Insurance premium or its part indicated in the invoice in the Insurer's bank account, but not earlier than on the first day of the Insurance Period specified in the Insurance Policy.

**11.6.** If the Parties agree in writing that the Insurance Premium (or the first part thereof) is paid after the date of concluding the Insurance Contract, then, if the Insurance Premium (or the first part thereof) is paid within the term and amount specified by the Insurer, the Insurance Contract shall be deemed entered into force in accordance with regulations of Clause 11.5.

**11.7.** If, contrary to what is indicated in the invoice, the Insurance Premium or the first part thereof is not paid within the specified term and amount, then it is considered that the Insurance Contract has not entered into force from the day of its conclusion. A separate notice that the Insurance Contract has not entered into force shall not be sent to the Policyholder and/or the Insured.

**11.8.** Payment of the insurance premium or the first part thereof after the payment term indicated in the invoice does not oblige the Insurer to assume any obligations. The Insurer shall return the erroneous payment within 15 (fifteen) days from the date of receipt of the payment, if the settlement details where the payment is to be made can be determined.

**11.9.** The insurance contract is concluded in Latvian, in accordance with the laws and regulations in force in the Republic of Latvia. If the terms and conditions of the Insurance Contract have been translated and disagreements arise due to the translation, then the terms and conditions of the Insurance Contract in the Latvian language shall prevail.

**11.10.** When concluding the Insurance Contract using a means of distance communication, the same procedure for the entry into force of the Insurance Contract as when concluding the Insurance Contract at the Insurer's office shall apply.

## **12. TERMINATION OF THE INSURANCE CONTRACT**

**12.1.** If, based on the written application of the Policyholder, the Insurance Contract is terminated before the end of the Insurance Period, the Insurer shall repay the unused Insurance Premium for the remaining period according to the statutory calculation, deducting 15 (fifteen)% and the previously paid Insurance Indemnity if such has been carried out during the operation of the Insurance Contract. If the balance of the premium is used to cover other payments to the Insurer, then no deductions are made from the premium.

**12.2.** If the current Insurance Premium payment has not been paid within the specified term and amount, the Insurer shall send a written notice to the Policyholder and/or the Insured about untimely and/or incomplete regular payment of the Insurance Premium with an invitation to pay the remaining part of the Insurance Premium.

**12.3.** If the Policyholder and/or the Insured fails to pay the Insurance Premium within the term and in the amount specified in the notice, the Insurer shall terminate the Insurance Contract without repaying the Insurance Premium for the period when the Insurance was valid. A separate notice that the Insurance Contract is terminated and the remaining part of the premium

is not reimbursed shall not be sent to the Policyholder and/or the Insured.

**12.4.** The Policyholder is obliged to pay the Insurer the Insurance Premium or a part thereof for the period when the Insurance Contract was in force.

**12.5.** The Insurer or the Policyholder has the right to terminate the Insurance Contract unilaterally in the cases specified in the Insurance Contract Law, before the end of the Insurance Period, including after the occurrence of the Insured Event by sending a written notice to the other contracting party. The insurance contract is terminated on the 15<sup>th</sup> (fifteenth) day after sending the written notice.

**12.6.** If the Insurer has paid the Insurance Indemnity during the Insurance Period, the Policyholder must pay the Insurance Premium for the entire Insurance Period provided for in the Insurance Policy, if necessary, the Insurer has the right to deduct it from the Insurance Indemnity.

**12.7.** If the Insurance Indemnity has been paid during the Insurance Period and the Policyholder terminates the Insurance Contract before the expiry of the Insurance Contract or has not made the due payment of the Insurance Premium, then the Insurer has the right to issue an invoice for the remaining part of the Insurance Premium. The Policyholder is obliged to pay the invoice issued by the Insurer on time and in full.

**12.8.** Notwithstanding any other provision of this Insurance Contract, the Insurer shall not be deemed to provide the Insurance Coverage or make any payments or provide any services or benefits to any Insured and any other person to the extent that such cover, payment, service, benefit and/or any transaction or activity of the Insured violates the applicable sanctions, that is, all trade, financial embargo or economic sanctions, laws or regulations directly applicable to the Insurer. The applicable sanctions are as follows: (I) domestic sanctions; (II) the European Union (EU); (III) the United Nations (UN); (IV) United States (USA) and/or (V) all other sanctions applicable to the Insurer.

**12.9.** The Insurer is entitled to terminate the Insurance Contract unilaterally by notifying the Policyholder in writing if the sanctions imposed by the United Nations, the European Union or the United States authorities during the term of the Insurance Contract directly or indirectly deter the Insurance Company from performing such Insurance Contract. Such written notice of termination of the Insurance Contract shall enter into force on the 15<sup>th</sup> (fifteenth) day, counting from the moment when the Insurer has sent such notice to the Policyholder.

**12.10.** The Insurance Contract may be terminated before the end of the Insurance Term by mutual written agreement of the Parties.

## **13. DOCUMENTS TO BE SUBMITTED TO EXAMINE THE INSURANCE EVENT**

**13.1.** In order to assess and establish whether an Insured Event has occurred, the Recipient of Indemnity must submit to the Insurer:

- a) an electronic application in a form specified by the Insurer regarding the occurrence of the Insured's risk (to be filled in at [www.compensa.lv](http://www.compensa.lv));
- b) at the request of the Insurer – other documents proving the occurrence of the Insured Event.



13.2. In addition to the documents referred to in Clause 13.1, the Recipient of Indemnity must also submit the following documents regarding the occurrence of the specific Insured Risk:

<b>Insurance risk</b>	<b>Documents to be submitted</b>
<b>Bone fractures and injuries</b>	<ul style="list-style-type: none"><li>• A medical certificate issued by a specialist doctor stating the type of injury or bone fracture and defining an accurate diagnosis.</li></ul>
<b>Burns, frostbites</b>	<ul style="list-style-type: none"><li>• A medical certificate issued by the attending physician, the State Burn Center or a hospital, which indicates the degree of burns or frostbite of the body.</li></ul>
<b>Death</b>	<ul style="list-style-type: none"><li>• A copy of the death certificate (presenting the original);</li><li>• A document certifying the Beneficiary's right to receive the Insurance Indemnity (e.g. inheritance certificate, court decision on the right to inheritance, etc.);</li><li>• The results of the autopsy of the corpse, except in the case when the death has occurred while the Insured is in hospital.</li></ul>
<b>Legal services</b>	<ul style="list-style-type: none"><li>• A document confirming the payment, in which the name, surname and personal identification code of the recipient of the service are presented, as well as a description of the received service;</li><li>• A document certifying the degree of kinship with the Insured;</li><li>• Documents listed in the description of the insured risk "Death".</li></ul>
<b>Children's tuition fee</b>	<ul style="list-style-type: none"><li>• Agreement on studies at a higher education institution;</li><li>• Statement on successfully completed study year;</li><li>• A document certifying payment for the completed study year;</li><li>• A document certifying the degree of kinship with the Insured;</li><li>• Documents listed in the description of the insured risk "Death".</li></ul>
<b>Burial benefit</b>	<ul style="list-style-type: none"><li>• Documents confirming payments, in which the name, surname and personal identification code of the person who has undertaken to pay for the funeral process, a description of the services received and the data of the Insured are indicated;</li><li>• Documents listed in the description of the insured risk "Death".</li></ul>
<b>Mutilation, disability</b>	<ul style="list-style-type: none"><li>• Conclusion of the State Medical Commission for the Assessment of Health Condition and Working Ability (SMCAHCWA), which confirms the establishment of a disability group (in case of disability) or the recognition of mutilation (in case of mutilation);</li><li>• At the request of the Insurer, submit documents on the basis of which a disability group has been established or a specific degree of mutilation has been confirmed.</li></ul>
<b>Relatives' arrival expenses</b>	<ul style="list-style-type: none"><li>• A statement from a medical institution stating the duration of inpatient treatment;</li><li>• A payment document confirming the purchase of the ticket and the original (copy or electronic version of the ticket) of the purchased ticket.</li></ul>
<b>Social care</b>	<ul style="list-style-type: none"><li>• SMCAHCWA conclusion on the assigned disability group;</li><li>• A statement from the social service confirming that the Insured has applied for state social care assistance;</li><li>• In case of receiving the services of a social caregiver – documents confirming payments, in which the services provided to the Insured are indicated;</li><li>• In case of housing reconstruction – estimate of construction works, list of reconstruction works, documents on purchase of materials and goods, as well as documents confirming payment for performed construction works, photographs showing the object before and after construction works (at the Insurer's request).</li></ul>
<b>Professional retraining expenses</b>	<ul style="list-style-type: none"><li>• SMCAHCWA conclusion on the assigned disability group;</li><li>• Agreement with the educational institution;</li><li>• Certificate of successful completion of the academic year;</li><li>• Proof of payment for a completed school year.</li></ul>
<b>Psychological help</b>	<ul style="list-style-type: none"><li>• SMCAHCWA conclusion on the assigned disability group or a document of a law enforcement institution confirming the occurrence of the case, or the documents listed in the description of the Insured Risk "Death";</li><li>• Documents confirming payments, in which the name, surname and personal identification code of the recipient of the service are indicated, as well as a description of the services received;</li><li>• Document certifying the degree of kinship.</li></ul>



<b>Cancellation of the Event</b>	<ul style="list-style-type: none"> <li>• Agreement on the rent of the party room(s) and a document certifying the advance payment;</li> <li>• Statement from a medical institution stating the duration of inpatient treatment;</li> <li>• Proof of payments, which must include a transcript of the goods purchased or services received, as well as the recipient's data.</li> </ul>
<b>Hospital fee</b>	<ul style="list-style-type: none"> <li>• Statement from a medical treatment institution, which indicates the duration of inpatient treatment.</li> </ul>
<b>Internet services</b>	<ul style="list-style-type: none"> <li>• Copy of a sick-leave certificate or an electronic document if the sick-leave certificate is submitted in electronic form;</li> <li>• State Social Insurance Agency (SSIA) certificate (decision) on granting sickness benefit;</li> <li>• Confirmation of the employer that during the period of incapacity for work the Insured did not work at his/her place of work, did not receive vacation pay or other payments (when working in several workplaces – confirmations of all employers must be submitted).</li> </ul>
<b>Medical expenses</b>	<ul style="list-style-type: none"> <li>• Copies of prescriptions;</li> <li>• Documents confirming payments, which must indicate a transcript of medical manipulations, purchased goods, names of medicines or services received, as well as the name, surname and personal identification code of the Insured;</li> <li>• Certificate confirming the doctor's instructions to use a technical aid; in case of rent of technical aids – the rent agreement;</li> <li>• Documents confirming the payment for taxi services together with documents confirming the visit to the medical institution (certificate, receipts for receiving medical services on the specified date).</li> </ul>
<b>Specialized transport expenses</b>	<ul style="list-style-type: none"> <li>• Document certifying the payment for specialized transport services, in which the name of the received service is indicated, as well as the name, surname and personal identification code of the Insured.</li> </ul>
<b>Cosmetic surgeries</b>	<ul style="list-style-type: none"> <li>• Description of the medical services received;</li> <li>• Document confirming the payment, in which the name of the received service, name, surname and personal identification code of the Insured are indicated.</li> </ul>
<b>Tick-borne diseases</b>	<ul style="list-style-type: none"> <li>• Statement from a medical institution stating the duration of inpatient treatment;</li> <li>• Results of examinations in accordance with Clause 3.12.1 of these Regulations.</li> </ul>
<b>Critical (crisis) diseases</b>	<ul style="list-style-type: none"> <li>• Documents referred to in Annex to these Regulations.</li> </ul>
<b>Crisis management expenses for the employer</b>	<ul style="list-style-type: none"> <li>• Documents listed under the Insured Risk "Death" or "Mutilation, Disability";</li> <li>• Documents confirming payments for the received services, which indicate the details of the service provider and a description of the services provided.</li> </ul>
<b>Credit payment insurance</b>	<ul style="list-style-type: none"> <li>• Sick-leave certificate (certified copy), an employer's confirmation of absence from work and, if the temporary incapacity for work is longer than 10 days, a statement (decision) of the State Social Insurance Agency regarding the granting of sickness benefits has been issued in accordance with the procedures specified in the regulatory enactments of the Republic of Latvia;</li> <li>• Mortgage loan payment schedule;</li> <li>• Certificate from the employer about the average earnings for the last 6 months.</li> </ul>
<b>Family welfare insurance</b>	<ul style="list-style-type: none"> <li>• In the event of the death of the Insured's relative (husband/wife or mother/father, child, new-born child): <ul style="list-style-type: none"> <li>– a copy of the death certificate;</li> <li>– a report of the autopsy or other documentation confirming the cause of death.</li> </ul> </li> <li>• In the case of the birth of a child: a copy of the birth certificate.</li> <li>• In the case of a marriage: a copy of the marriage certificate.</li> <li>• In the event of divorce: a copy of the divorce certificate.</li> </ul>

#### 14. PAYMENT PROCEDURE OF THE INSURANCE INDEMNITY

**14.1.** The Insured or the Insured's representative is obliged to submit to the Insurer a certain form of the Insurance Indemnity Claim Application and other documents in order to establish

whether the reported Accident is an Insured Event and to determine the amount of the Insurance Indemnity.

**14.2.** The decision on the payment of the Insurance Indemnity shall be made not later than within 30 (thirty) days after receipt of all the requested documents and necessary for the evaluation of the Insured Event.





**14.3.** Payment of the insurance indemnity may be refused if the Insured or the Beneficiary does not submit or refuses to submit the documents requested by the Insurer.

**14.4.** If the occurrence of the Insured Event is established and the Parties have agreed on the amount of the Insurance Indemnity, then:

**14.4.1.** The Insurer makes a decision on the payment of the Insurance Indemnity;

**14.4.2.** The Insurer shall pay the Insurance Indemnity to the Insured or the Beneficiary (unless otherwise specified in the Insurance Policy) within 5 (five) business days after the decision on the payment of the Insurance Indemnity has been made;

**14.5.** If the occurrence of the Insured Event is established, but the parties cannot agree on the amount of the Insurance Indemnity:

**14.5.1.** The Insurer has the right to request additional documents for determining the amount of the Insurance Indemnity;

**14.5.2.** The Insurer has the right to unilaterally decide on inviting an expert to determine the amount of the Insurance Indemnity; The conclusion of the expert invited by the Insurer will be binding on both the Policyholder and the Insured;

**14.5.3.** In evaluation of the expert opinion, the Insurer shall make a decision regarding the amount of the Insurance Indemnity or another disputed issue.

**14.6.** If the Insured Event is not established:

**14.6.1.** then the Insurer shall make a decision regarding the refusal to pay the Insurance Indemnity;

**14.6.2.** the Insurer shall notify the Policyholder and/or the Insured about the decision within 5 (five) business days after the decision is made.

**14.7.** Before paying the Insurance Indemnity, the Insurer may request:

**14.7.1.** repeated conclusion of the medical examination commission;

**14.7.2.** information regarding the level of alcohol concentration in the blood of the Insured at the time of the Accident;

**14.7.3.** verification of the validity of the doctor's report and other documents;

**14.7.4.** other documents necessary for the assessment of the Accident and/or calculation of the Insurance Indemnity.

**14.8.** The insurance indemnity is paid in accordance with the indemnity calculation table indicated in the Insured risk or according to the compensation principle, if it is indicated for the specific risk.

**14.9.** If a split payment is applied to the Insurance Premium, then the Insurer has the right to deduct from the Insurance Indemnity to be paid the difference between the paid and full Insurance Premium.

## **15. APPLICABLE LAWS AND PROCEDURE OF SETTLEMENT OF DISPUTES**

**15.1.** The parties will apply the regulatory enactments in force in the Republic of Latvia, including the norms specified in the Insurance Contract Law, to regulate the contractual relations arising from the Insurance Contract.

**15.2.** If the parties fail to resolve the dispute through negotiations, then a written complaint must be submitted to the "Compensation Commission", postal address: Vienības gatve 87H, Riga,

LV-1004; e-mail address: [atlidzibas@compensa.lv](mailto:atlidzibas@compensa.lv). The Insurer shall review the complaints of the Policyholder, the Insured or another person who has the right to claim the Insurance Indemnity and provide a response within 20 (twenty) days from the date of receipt of the complaint or claim. If it is not possible to provide an answer within the specified term due to objective reasons, the Insurer shall provide information on the necessity of extension and indicate a reasonable term when the answer will be provided.

**15.3.** A natural person – the Policyholder, the Insured or a third party has the right to submit a complaint to the Ombudsman of the Latvian Insurers' Association in accordance with its Regulations. The procedures (regulations) approved by the Latvian Insurers' Association are available at [www.laa.lv](http://www.laa.lv).

## **16. INFORMATION ON PERSONAL DATA PROCESSING**

**16.1.** The Insurer processes the received information in accordance with the regulatory enactments in force in the Republic of Latvia, including in accordance with the Data Regulation 2016/679.

**16.2.** Pursuant to Article 13 of the Data Regulation 2016/679, the Insurer, before concluding the Insurance Contract, informs the data subject (the Policyholder) that:

**16.2.1.** the data processing controller is Compensa Vienna Insurance Group ADB Latvian Branch;

**16.2.2.** the contact information of the data processing controller is as follows: [info@compensa.lv](mailto:info@compensa.lv), (+371) 6755 8888;

**16.2.3.** the contact information of the data protection officer is as follows: [DPO@compensa.lv](mailto:DPO@compensa.lv);

**16.2.4.** the data is processed in order to conclude the Insurance Contract, monitor its performance during the term of the Insurance Contract and pay the Insurance Indemnity; legal basis for data processing – the Insurance Contract concluded between the parties;

**16.2.5.** the data are also processed for other purposes if the data subject has given his or her consent; the legal basis for data processing – the consent of the data subject;

**16.2.6.** the data subject has the right, at any time, to withdraw the given consent to the processing of personal data in writing;

**16.2.7.** the legitimate interest of the data processing controller – after the conclusion of the Insurance Contract or the payment of the Insurance Indemnity to receive feedback from the data subject;

**16.2.8.** categories of recipients of personal data – in respective cases specified by law – state and local government institutions; medical treatment institutions, more information can be found on the Insurer's website <https://www.compensa.lv/privacy-policy/>;

**16.2.9.** in certain cases, personal data may be transferred outside the EEA; legal basis – saving the health or life of a person (data subject);

**16.2.10.** the term of storage of personal data – depending on the specifics of the Insurance Product, the terms of storage specified in the Insurance Regulations and special laws;

**16.2.11.** the personal data subject has the right to request information regarding the processing of the personal data of the data subject with the Insurer;

**16.2.12.** the data subject has the right to submit a complaint regarding the data processing controller to the State Data Inspectorate [www.dvi.gov.lv](http://www.dvi.gov.lv), [info@dvi.gov.lv](mailto:info@dvi.gov.lv);



**16.2.13.** the data subject is obliged to provide personal data in order to enter into the Insurance Contract to pay the Insurance Indemnity; in case the data requested by the Insurer is not provided or is provided incompletely, the Insurer is not entitled to pay the Insurance Indemnity (in accordance with Article 31 of the Insurance Contract Law); this condition also applies to personal data of a special category (health);

**16.3.** The Policyholder is obliged to inform the Insured(s), not later than within one month, that the personal data of the Insured persons (data subjects) are transferred to the Insurer – for what purposes, to what extent they will be processed; what consequences may occur if the Insured have provided inaccurate or incorrect personal data;

**16.4.** The Policyholder is obliged to inform the Insured(s) not later than within one month that the personal data of the Insured persons (data subjects) will be used for communication with the data subjects in case of data incident and indemnity payment.

## 17. MISCELLANEOUS

**17.1.** The Insurance Contract may be amended by separate written agreement of the Policyholder and the Insurer.

**17.2.** When paying the Insurance Indemnity, the Insurer has the right of claim against the person responsible for the caused losses in the amount of the Insurance Indemnity paid. The Insurer may not file a recourse claim against the Insured's children, parents or spouse. Exceptions are those Insured Events caused by negligence, malicious intent or gross negligence.

**17.3.** If the Policyholder or the Insured waives its claim against a third party or waives the rights giving rise to such claim, the Insurer shall be released from its contractual obligations to the extent that it could have claimed the covered Insurance Indemnity based on this claim or these rights.

**17.4.** The Insurer shall not disclose to third parties information about the Policyholder and the Insured, except for the cases specified in the legal acts of the Republic of Latvia.

**17.5.** During the term of the Insurance Contract, the Insurer communicates with the Insured and the Policyholder in Latvian, as well as responds to the requests of the Insured and the Policyholder expressed in Latvian.

**17.6.** The Insurance Contract Law, the Civil Law and other regulatory enactments of the Republic of Latvia are applied to regulate the relations arising from the Insurance Contract.

## 18. INDEMNITY CALCULATION TABLES

### INSURANCE INDEMNITY CALCULATION TABLE IN CASE OF BONE FRACTURES AND INJURIES

Bone fractures and injuries Table 1	%
<b>BONE FRACTURES</b>	
<b>Fractures of the head and neck</b>	
Traumatic tooth fracture (number for each tooth)	4
Nasal fracture	5
Lower jaw fracture	8
Forehead fracture	8
Fracture of one orbit	8
Fracture of both orbits	16
Fracture of one cheek bone	8
Fracture of both cheekbones	16
Upper jaw fracture	8
Fracture of the skull vault	20
Fracture of the base of the skull	30
Fractures of several skull base bones	45
Fracture of one cervical vertebra C <sub>1</sub> -C <sub>7</sub>	7
Fractures of several vertebrae of the neck C <sub>1</sub> -C <sub>7</sub>	14
<b>Chest fractures</b>	
Chest fracture	8
Fracture of one rib	3
Fractures of several ribs	5
Fracture of one thoracic vertebral Th <sub>1</sub> -Th <sub>12</sub>	8
Fractures of several thoracic vertebrae Th <sub>1</sub> -Th <sub>12</sub>	14
<b>Shoulder and upper arm fractures</b>	
Shoulder bone fracture	8
Bone fracture of both shoulder blades	12
Clavicle fracture	8

Bone fractures and injuries Table 2	%
<b>BONE FRACTURES</b>	
<b>Fractures of the head and neck</b>	
Traumatic tooth fracture (number for each tooth)	2
Nasal fracture	3
Lower jaw fracture	5
Forehead fracture	5
Fracture of one orbit	5
Fracture of both orbits	8
Fracture of one cheek bone	5
Fracture of both cheekbones	8
Upper jaw fracture	4
Fracture of the skull vault	10
Fracture of the base of the skull	15
Fractures of several skull base bones	25
Fracture of one cervical vertebra C <sub>1</sub> -C <sub>7</sub>	4
Fractures of several vertebrae of the neck C <sub>1</sub> -C <sub>7</sub>	7
<b>Chest fractures</b>	
Chest fracture	5
Fracture of one rib	2
Fractures of several ribs	3
Fracture of one thoracic vertebral Th <sub>1</sub> -Th <sub>12</sub>	5
Fractures of several thoracic vertebrae Th <sub>1</sub> -Th <sub>12</sub>	10
<b>Shoulder and upper arm fractures</b>	
Shoulder bone fracture	5
Bone fracture of both shoulder blades	7
Clavicle fracture	5



<b>Bone fractures and injuries</b> <b>Table 1</b>	<b>%</b>
Fracture of the upper end joint of the upper arm bone	20
Upper arm fracture	15
Double fracture of the upper arm bone	20
<b>Fractures of the elbow, forearm and wrist bones</b>	
Fracture of the three bones of the elbow joint	20
Fracture of two bones of the elbow joint	15
Fracture of one bone of the elbow joint	10
Elbow fracture without dislocation	8
Elbow fracture with dislocation	10
Elbow fracture	3
Tibial fracture without dislocation	7
Stem bone fracture with dislocation	10
Fracture of the lower end of the spine	5
Fracture of the iliac crest	3
Fracture of both bones of the forearm	10
Fracture of wrist surfaces	8
Fracture of carpal bone (excluding boat bone)	3
Boat bone fracture	6
Fracture of the palm (metacarpal) bone	3
Fracture of the bone of the first finger of the hand	3
Fracture of one II-V finger bone of the hand	1.5
Fractures of several II-V finger bones of the hand	3
<b>Lumbar and pelvic fractures</b>	
Lumbar vertebral fracture L <sub>1</sub> -L <sub>5</sub>	7
Fracture of several vertebrae of the lumbar region L <sub>1</sub> -L <sub>5</sub>	14
Fracture of the sacrum	12
Tail bone fracture	8
Pelvic bowel bone fracture	8
Pelvic bone fracture	12
Fracture of the acetabulum	15
Fractures of several pelvic bones	15
<b>Hip and thigh fractures</b>	
Femoral neck fracture	20
Hip pertrochanteric fracture (upper thigh)	20
Hip subtrochanteric fracture (upper thigh)	20
Fracture of the middle of the femur	25
Lower femur fracture (non-knee joint)	25
Double femur fracture	30
Fracture of the femoral knee joint	15
<b>Fractures of the knee joint and lower leg bones</b>	
Meniscus fracture	5
Patella bone fracture	5
Fracture of the knee joint condyle	8
Fracture of the large tibia of the lower leg of the knee joint	15
Fracture of the tibia	10
Double fracture of the tibia	15
Fracture of the tibia	5

<b>Bone fractures and injuries</b> <b>Table 2</b>	<b>%</b>
Fracture of the upper end joint of the upper arm bone	15
Upper arm fracture	10
Double fracture of the upper arm bone	15
<b>Fractures of the elbow, forearm and wrist bones</b>	
Fracture of the three bones of the elbow joint	15
Fracture of two bones of the elbow joint	10
Fracture of one bone of the elbow joint	7
Elbow fracture without dislocation	5
Elbow fracture with dislocation	7
Elbow fracture	3
Tibial fracture without dislocation	5
Stem bone fracture with dislocation	7
Fracture of the lower end of the spine	3
Fracture of the iliac crest	2
Fracture of both bones of the forearm	7
Fracture of wrist surfaces	5
Fracture of carpal bone (excluding boat bone)	3
Boat bone fracture	4
Fracture of the palm (metacarpal) bone	3
Fracture of the bone of the first finger of the hand	2
Fracture of one II-V finger bone of the hand	1
Fractures of several II-V finger bones of the hand	2
<b>Lumbar and pelvic fractures</b>	
Lumbar vertebral fracture L <sub>1</sub> -L <sub>5</sub>	5
Fracture of several vertebrae of the lumbar region L <sub>1</sub> -L <sub>5</sub>	10
Fracture of the sacrum	10
Tail bone fracture	6
Pelvic bowel bone fracture	5
Pelvic bone fracture	5
Fracture of the acetabulum	12
Fractures of several pelvic bones	12
<b>Hip and thigh fractures</b>	
Femoral neck fracture	15
Hip pertrochanteric fracture (upper thigh)	15
Hip subtrochanteric fracture (upper thigh)	15
Fracture of the middle of the femur	20
Lower femur fracture (non-knee joint)	20
Double femur fracture	25
Fracture of the femoral knee joint	10
<b>Fractures of the knee joint and lower leg bones</b>	
Meniscus fracture	3
Patella bone fracture	4
Fracture of the knee joint condyle	5
Fracture of the large tibia of the lower leg of the knee joint	10
Fracture of the tibia	5
Double fracture of the tibia	10
Fracture of the tibia	4



<b>Bone fractures and injuries Table 1</b>	<b>%</b>
Double fracture of the tibia	15
Fracture of both bones of the lower leg	15
<b>Bone fractures of the foot and foot joints</b>	
Medial (single) ankle fracture	9
Lateral (single) ankle fracture	9
Fracture of the lower back of the lower leg (ankle)	9
Two ankle fractures in one feet	13
Three ankle fractures in one feet	15
Fracture of the heel bone of the foot	7
Fracture of the base bone of the foot	5
Fracture of several feet base bones	7
Fractures of one feet bone	3
Fractures of several feet bones	6
Fracture of one toe	1,5
Fractures of several toes	3
<b>DISLOCATIONS</b>	
Dislocations of the head and neck	
Jaw dislocation	1
Dislocation of the other part of the head	1
Dislocation of one neck vertebra C <sub>1</sub> -C <sub>7</sub>	5
Dislocation of several neck vertebra C <sub>1</sub> -C <sub>7</sub>	10
Repeated dislocation of one neck vertebra	3
Repeated dislocation of several neck vertebra	7
<b>Chest, shoulder and upper arm dislocations</b>	
One thoracic vertebral dislocation Th <sub>1</sub> -Th <sub>12</sub>	5
Dislocation of several thoracic vertebrae Th <sub>1</sub> -Th <sub>12</sub>	10
Repeated dislocation of one chest vertebra	3
Repeated dislocation of several thoracic vertebrae	7
Dislocation of a shoulder joint	5
Dislocation of one side of the shoulder blade and clavicle joint	3
Dislocation of one side of the collarbone and sternum	3
<b>Elbow, forearm, wrist bone dislocations</b>	
Dislocation of the elbow joint	3
Dislocation of the radius head	3
Wrist dislocation (excluding perilunar dislocation)	3
Perilunar dislocation of the wrist	6
Dislocation of one finger of the hand	1
Dislocation of several fingers of the hand	2
<b>Dislocations of the lumbar, pelvic, hip and femur</b>	
Dislocation of one lumbar vertebra L <sub>1</sub> -L <sub>5</sub>	5
Dislocation of several lumbar vertebrae L <sub>1</sub> -L <sub>5</sub>	10
Repeated lumbar vertebrae dislocation	3
Repeated dislocation of several lumbar vertebrae	7
Rupture of the sacrum and intestinal bone junction	15
Rupture of the sacrum and caudal bone joint	15
Rupture of the pubic bone (symphysis)	15
Dislocation of the hip joint	6

<b>Bone fractures and injuries Table 2</b>	<b>%</b>
Double fracture of the tibia	10
Fracture of both bones of the lower leg	10
<b>Bone fractures of the foot and foot joints</b>	
Medial (single) ankle fracture	4
Lateral (single) ankle fracture	4
Fracture of the lower back of the lower leg (ankle)	4
Two ankle fractures in one feet	6
Three ankle fractures in one feet	10
Fracture of the heel bone of the foot	5
Fracture of the base bone of the foot	3
Fracture of several feet base bones	6
Fractures of one feet bone	2
Fractures of several feet bones	4
Fracture of one toe	1
Fractures of several toes	2
<b>DISLOCATIONS</b>	
Dislocations of the head and neck	
Jaw dislocation	1
Dislocation of the other part of the head	1
Dislocation of one neck vertebra C <sub>1</sub> -C <sub>7</sub>	3
Dislocation of several neck vertebra C <sub>1</sub> -C <sub>7</sub>	5
Repeated dislocation of one neck vertebra	2
Repeated dislocation of several neck vertebra	4
<b>Chest, shoulder and upper arm dislocations</b>	
One thoracic vertebral dislocation Th <sub>1</sub> -Th <sub>12</sub>	3
Dislocation of several thoracic vertebrae Th <sub>1</sub> -Th <sub>12</sub>	5
Repeated dislocation of one chest vertebra	2
Repeated dislocation of several thoracic vertebrae	4
Dislocation of a shoulder joint	4
Dislocation of one side of the shoulder blade and clavicle joint	2
Dislocation of one side of the collarbone and sternum	2
<b>Elbow, forearm, wrist bone dislocations</b>	
Dislocation of the elbow joint	3
Dislocation of the radius head	3
Wrist dislocation (excluding perilunar dislocation)	3
Perilunar dislocation of the wrist	6
Dislocation of one finger of the hand	1
Dislocation of several fingers of the hand	2
<b>Dislocations of the lumbar, pelvic, hip and femur</b>	
Dislocation of one lumbar vertebra L <sub>1</sub> -L <sub>5</sub>	4
Dislocation of several lumbar vertebrae L <sub>1</sub> -L <sub>5</sub>	8
Repeated lumbar vertebrae dislocation	3
Repeated dislocation of several lumbar vertebrae	7
Rupture of the sacrum and intestinal bone junction	10
Rupture of the sacrum and caudal bone joint	10
Rupture of the pubic bone (symphysis)	10
Dislocation of the hip joint	6





<b>Bone fractures and injuries Table 1</b>	<b>%</b>
<b>Bone dislocations of the knee joint, lower leg, foot and foot joint</b>	
Dislocation of the knee joint, rupture of ligaments	6
Repeated dislocation of the knee joint, rupture of ligaments	3
Dislocation of the foot joint	3
Dislocation of one foot joint of the foot	1
Dislocation of several toe joints of the foot	1.5
<b>MUSCLE AND TENDER DAMAGE</b>	
Damage to one muscle or tendon or rupture of a tendon with a bone fragment without surgery (no sprain)	2
Injury to one muscle or tendon or rupture of a tendon with a bone fragment with surgery (no sprain)	3
Achilles tendon lesion or biceps tendon lesion without surgery (no sprain)	7
Achilles tendon injury or biceps tendon injury with surgery (no sprain)	10
<b>ORGAN DAMAGE</b>	
<b>Head organ damage</b>	
Concussion (outpatient treatment)	2
Concussion (inpatient treatment for 24 (twenty four) hours to 6 (six) days)	4
Concussion (inpatient treatment for 7 (seven) days to 14 (fourteen) days)	5
Concussion (inpatient treatment for more than 14 (fourteen) days)	6
Brain contusion	35
Damage to the nerve in the brain	15
Intracranial haemorrhage – epidural hematoma	20
Intracranial haemorrhage – subarachnoid hematoma	15
Intracranial haemorrhage – subdural hematoma	25
Intracranial haemorrhage – intracerebral hematoma	35
Damage to one eye without loss of visual acuity	5
Damage to one eye with a decrease in visual acuity not earlier than 2 (two) months after the injury	10
Damage to the tear ducts of one eye	15
Paralysis of one eye accommodation	15
Damage to one ear without hearing loss (including eardrum damage)	6
One ear injury with hearing loss not earlier than 2 (two) months after the injury	10
<b>Neck and chest organ damage</b>	
Spinal cord concussion	1
Tongue damage without surgery	0.5
Tongue damage with surgery	10
Throat, thyroid damage without surgery	5
Throat, thyroid damage with surgery	10
Larynx, oesophageal neck injury without surgery	5
Laryngeal, oesophageal neck injury with surgery	40

<b>Bone fractures and injuries Table 2</b>	<b>%</b>
<b>Bone dislocations of the knee joint, lower leg, foot and foot joint</b>	
Dislocation of the knee joint, rupture of ligaments	4
Repeated dislocation of the knee joint, rupture of ligaments	2
Dislocation of the foot joint	2
Dislocation of one foot joint of the foot	1
Dislocation of several toe joints of the foot	1.5
<b>MUSCLE AND TENDER DAMAGE</b>	
Damage to one muscle or tendon or rupture of a tendon with a bone fragment without surgery (no sprain)	2
Injury to one muscle or tendon or rupture of a tendon with a bone fragment with surgery (no sprain)	3
Achilles tendon lesion or biceps tendon lesion without surgery (no sprain)	5
Achilles tendon injury or biceps tendon injury with surgery (no sprain)	7
<b>ORGAN DAMAGE</b>	
<b>Head organ damage</b>	
Concussion (outpatient treatment)	1
Concussion (inpatient treatment for 24 (twenty four) hours to 6 (six) days)	2
Concussion (inpatient treatment for 7 (seven) days to 14 (fourteen) days)	3
Concussion (inpatient treatment for more than 14 (fourteen) days)	4
Brain contusion	15
Damage to the nerve in the brain	10
Intracranial haemorrhage – epidural hematoma	15
Intracranial haemorrhage – subarachnoid hematoma	15
Intracranial haemorrhage – subdural hematoma	20
Intracranial haemorrhage – intracerebral hematoma	25
Damage to one eye without loss of visual acuity	5
Damage to one eye with a decrease in visual acuity not earlier than 2 (two) months after the injury	10
Damage to the tear ducts of one eye	5
Paralysis of one eye accommodation	10
Damage to one ear without hearing loss (including eardrum damage)	3
One ear injury with hearing loss not earlier than 2 (two) months after the injury	10
<b>Neck and chest organ damage</b>	
Spinal cord concussion	1
Tongue damage without surgery	0.5
Tongue damage with surgery	5
Throat, thyroid damage without surgery	3
Throat, thyroid damage with surgery	5
Larynx, oesophageal neck injury without surgery	3
Laryngeal, oesophageal neck injury with surgery	30



<b>Bone fractures and injuries Table 1</b>	<b>%</b>
Damage to the carotid or spinal artery	20
Damage to the external or internal jugular vein	20
Damage to the lungs, trachea, heart, diaphragm without surgery	5
Lung, trachea, heart, diaphragm damage with surgery (thoracocentesis, thoracoscopy, thoracotomy, tracheostomy, bronchoscopy, pericardocentesis)	20
Damage to the aorta, upper or lower hollow vein	20
Abdominal and pelvic lesions	
Damage to the stomach, intestines, kidneys, pancreas without surgery	5
Damage to the stomach, intestines, kidneys, pancreas with surgery – partial removal of an organ	15
Damage to the stomach, intestines, kidneys, pancreas with surgery – complete removal of the organ	30
Liver damage without surgery	15
Liver damage with surgery	40
Spleen, gallbladder damage without surgery	5
Spleen, gallbladder damage with surgery – organ removal	15
Traumatic hernia in the anterior abdominal wall, diaphragm	5
Hernia has occurred as a result of lifting the weight	1
Damage to the bladder, urethra, ureters without surgery	5
Damage to the bladder, urethra, ureters with surgery	15
Genital lesions in women (without organ loss) (ovaries, fallopian tubes, uterus, vaginal external genitalia) without surgery	5
Genital lesions in women (without organ loss) (ovaries, fallopian tubes, uterus, vaginal external genitalia) with surgery	20
Genital lesions in men (without organ loss) (testicles, seminal vesicles, fallopian tubes, external genitalia) without surgery	5
Genital lesions in men (without organ loss) (testicles, seminal vesicles, fallopian tubes, external genitalia) with surgery	20
<b>Damage to the organs of the shoulder, upper arm, elbow, forearm and wrist</b>	
Damage to the arteries and/or veins of the shoulder or upper arm	10
Shoulder nerve contusion, imprint, compression	4
Damage to the arteries and/or veins of the radius or ulna; N median, N ulnar or N radial nerve contusion	4
Damage to the deep or superficial vascular arch of the wrist	10
Damage to the sensory nerve of the inner (volar) surface of the hand or fingers	5
<b>Damage to the organs of the hip, lower leg and foot</b>	
Damage to the arteries and / or veins of the thigh, thigh or lower leg	4

<b>Bone fractures and injuries Table 2</b>	<b>%</b>
Damage to the carotid or spinal artery	20
Damage to the external or internal jugular vein	20
Damage to the lungs, trachea, heart, diaphragm without surgery	5
Lung, trachea, heart, diaphragm damage with surgery (thoracocentesis, thoracoscopy, thoracotomy, tracheostomy, bronchoscopy, pericardocentesis)	20
Damage to the aorta, upper or lower hollow vein	20
Abdominal and pelvic lesions	
Damage to the stomach, intestines, kidneys, pancreas without surgery	3
Damage to the stomach, intestines, kidneys, pancreas with surgery – partial removal of an organ	10
Damage to the stomach, intestines, kidneys, pancreas with surgery – complete removal of the organ	20
Liver damage without surgery	10
Liver damage with surgery	30
Spleen, gallbladder damage without surgery	5
Spleen, gallbladder damage with surgery – organ removal	10
Traumatic hernia in the anterior abdominal wall, diaphragm	3
Hernia has occurred as a result of lifting the weight	1
Damage to the bladder, urethra, ureters without surgery	3
Damage to the bladder, urethra, ureters with surgery	10
Genital lesions in women (without organ loss) (ovaries, fallopian tubes, uterus, vaginal external genitalia) without surgery	3
Genital lesions in women (without organ loss) (ovaries, fallopian tubes, uterus, vaginal external genitalia) with surgery	10
Genital lesions in men (without organ loss) (testicles, seminal vesicles, fallopian tubes, external genitalia) without surgery	3
Genital lesions in men (without organ loss) (testicles, seminal vesicles, fallopian tubes, external genitalia) with surgery	10
<b>Damage to the organs of the shoulder, upper arm, elbow, forearm and wrist</b>	
Damage to the arteries and/or veins of the shoulder or upper arm	10
Shoulder nerve contusion, imprint, compression	4
Damage to the arteries and/or veins of the radius or ulna; N median, N ulnar or N radial nerve contusion	4
Damage to the deep or superficial vascular arch of the wrist	10
Damage to the sensory nerve of the inner (volar) surface of the hand or fingers	5
<b>Damage to the organs of the hip, lower leg and foot</b>	
Damage to the arteries and / or veins of the thigh, thigh or lower leg	4



<b>Bone fractures and injuries</b> <b>Table 1</b>	<b>%</b>
Nerve contusion, imprint, compression of N. femoralis or N. ischiadicus nerve	4
Contusion, imprint, compression of N. Tibialis posterior nerve or N. peroneus profundus nerve	10
Damage to the vascular arch of the upper or lower surface of the foot	5
Damage to the sensory nerve of the inner (plantar) surface of the foot or toes	1

<b>Foreign objects</b>	
Foreign body in the outer parts of the eye, ear, respiratory tract, digestive tract, urogenital system	1

<b>WOUNDS</b>	
One wound in the face up to 3 (three) cm (with applied sutures)	3
One wound in the face exceeding 3 (three) cm (with applied sutures)	5
Several wounds on the face up to 3 (three) cm (with applied sutures)	6
Several wounds on the face exceeding 3 (three) cm (with applied sutures)	10
One wound in the body up to 3 (three) cm (with applied sutures)	1
Several wounds in the body up to 3 (three) cm (with applied sutures)	1.5
One wound in the body exceeding 3 (three) cm (with applied sutures)	2
Several wounds in the body exceeding 3 (three) cm (with applied sutures)	4
Damage to the base of one toenail	1
Multi-finger nail bed damage	2

<b>ANIMAL AND INSECT BITES (hornets, wasps, bees)</b>	
Traumatic shock	6
Traumatic hemorrhagic shock	6
Anaphylactic shock	6

<b>SURFACE BODY INJURIES, SPRAINS</b>	
Superficial injury of muscles and joints, sprain	1
Superficial injuries and sprains of several muscles and joints	1.5
Superficial injuries, unabsorbed hematoma	0.5

<b>POISONING</b>	
Acute poisoning leading to toxic hepatitis	4
Accidental acute poisoning	2

\*1 (one)% of the body surface corresponds to the size of the Insured's hand

<b>Bone fractures and injuries</b> <b>Table 2</b>	<b>%</b>
Nerve contusion, imprint, compression of N. femoralis or N. ischiadicus nerve	4
Contusion, imprint, compression of N. Tibialis posterior nerve or N. peroneus profundus nerve	10
Damage to the vascular arch of the upper or lower surface of the foot	5
Damage to the sensory nerve of the inner (plantar) surface of the foot or toes	1

<b>Foreign objects</b>	
Foreign body in the outer parts of the eye, ear, respiratory tract, digestive tract, urogenital system	1

<b>WOUNDS</b>	
One wound in the face up to 3 (three) cm (with applied sutures)	2
One wound in the face exceeding 3 (three) cm (with applied sutures)	4
Several wounds on the face up to 3 (three) cm (with applied sutures)	4
Several wounds on the face exceeding 3 (three) cm (with applied sutures)	6
One wound in the body up to 3 (three) cm (with applied sutures)	0.5
Several wounds in the body up to 3 (three) cm (with applied sutures)	1
One wound in the body exceeding 3 (three) cm (with applied sutures)	1
Several wounds in the body exceeding 3 (three) cm (with applied sutures)	2
Damage to the base of one toenail	0.5
Multi-finger nail bed damage	1

<b>ANIMAL AND INSECT BITES (hornets, wasps, bees)</b>	
Traumatic shock	4
Traumatic hemorrhagic shock	4
Anaphylactic shock	4

<b>SURFACE BODY INJURIES, SPRAINS</b>	
Superficial injury of muscles and joints, sprain	0.5
Superficial injuries and sprains of several muscles and joints	1
Superficial injuries, unabsorbed hematoma	0.5

<b>POISONING</b>	
Acute poisoning leading to toxic hepatitis	3
Accidental acute poisoning	1.5

\*1 (one)% of the body surface corresponds to the size of the Insured's hand



### INSURANCE INDEMNITY CALCULATION TABLE IN CASE OF BURNS

Degree of damage	Burn degree	Classification criteria	Base %*
<b>Minor damage due to burns</b>	II burn degree	I – < 15 % for adults < 40 years of age I – < 10 % for adults > 40 years of age I – < 10 % for children < 10 years of age	2
	III burn degree	< 2 % without cosmetic or functional defect	
<b>Moderate damage due to burns</b>	II burn degree	15 – 25 % for adults < 40 years of age 10 – 20 % for adults > 40 years of age 10 – 20 % for children < 10 years of age	3
	III burn degree	< 10 % without cosmetic or functional defect in case of face, eyes, ears, hands, feet, perineum	
<b>Severe damage due to burns</b>	III burn degree	> 25 % for adults < 40 years of age > 20 % for adults > 40 years of age > 20 % for children < 10 years of age or > 10 % for a person of any age or damage to the face, eyes, ears, hands, feet, perineum with consequent functional or cosmetic defects, or burns caused by high-voltage electricity, or damage of any kind, including inhalation damage	4

\* The insurance indemnity is calculated by classifying the burn according to the Degree of Damage and the Degree of Burn, multiplying the respective percentage of the classification criterion by the base percentage.

### INSURANCE INDEMNITY CALCULATION TABLE IN CASE OF FROSTBITE

Frostbite with necrosis	Insurance indemnity, % of the Insurance Amount
Frostbite of one finger	5
Frostbite of five fingers of one hand	25
Freezing of one hand	50
Freezing of one hand and wrist	55
Freezing of one toe	3
Frostbite of five toes of one leg	20
Frostbite of one feet	60
Frostbite of one feet and leg up to knee	80
Grade II ear, nose or face frostbite	1–5



**INSURANCE INDEMNITY CALCULATION TABLE IN CASE OF DISABILITY OR MUTILATION**

Disability or mutilation	Insurance indemnity, % of the Insured Amount	
<b>DISABILITY</b>		
Group I	100	
Group II	50	
Group III	25	
Children up to 18 years	100	
<b>HEAD INJURY</b>		
CNS damage		
• paralysis of the body	100	
• tetraplegia	100	
• hemiplegia	80	
• paraplegia	70	
• monoplegia	60	
Complete loss of vision (one eye)	100 (50)	
Complete deafness (one ear)	100 (30)	
Complete loss of language	100	
Amputation of the head		
• partial amputation of the lower jaw	30	
• full amputation of the lower jaw	50	
• partial amputation of the ear	15	
• full amputation of the ear	30	
• partial amputation of the tongue	30	
• full amputation of the tongue	100	
• partial amputation of the nose	30	
• full nasal amputation	60	
Loss of smell, taste	10	
<b>SPINAL INJURY</b>		
Complete rupture of the spinal cord	100	
Partial spinal cord rupture	60	
Damage to the lumbar, sacral part (cauda equina) with pelvic organ dysfunction	50	
<b>UPPER LIMBS – NERVES</b>		
Complete rupture of the nerve in the neck	lead 60	non-lead 50
Partial rupture of the nerve plexus in the neck	40	30
Nerve damage in the upper arm	35	25
Nerve damage in the forearm	30	20
Nerve damage in the palm	10	10
Nerve damage in the finger	5	5
<b>UPPER LIMBS – AMPUTATION</b>		
One hand amputation at shoulder level	80	70
One hand amputation above the elbow	75	65
Amputation of one arm from or under the elbow	65	55
One hand amputation	50	40
Amputation of one part of the wrist	40	30
Full amputation of finger I	25	20
Amputation of finger I nail phalanx	15	10
Full amputation of finger II–V	10	7

Disability or mutilation	Insurance indemnity, % of the Insured Amount	
Amputation of two phalanges of finger II–V	7	5
Amputation of one phalanx of finger II–V	5	3
<b>UPPER LIMBS – TISSUE DAMAGE</b>		
Massive tissue loss above the elbow	50	40
Massive tissue loss under the elbow	40	30
<b>LOWER LIMBS – NERVES</b>		
Complete rupture of the nerve web in the lumbar area	60	
Partial rupture of the nerve web in the lumbar area	35	
Nerve damage in the thigh	30	
Nerve damage in the lower leg	25	
Nerve damage in the foot	10	
Nerve damage in the finger	5	
<b>LOWER LIMBS – AMPUTATION</b>		
Amputation of one leg at hip level	70	
Amputation of one leg above the knee	60	
Amputation of one leg from or under the knee	50	
Amputation of one foot	40	
Amputation of partial feet	30	
Full amputation of finger I	10	
Amputation of finger I nail phalanx	5	
Full amputation of finger II–V	3	
Amputation of two phalanges of finger II–V	2	
Amputation of one phalanx of finger II–V	1	
<b>LOWER LIMBS – TISSUE DAMAGE</b>		
Massive tissue loss above the knee	50	
Massive tissue loss in or under the knee	40	
<b>AMPUTATION OF MULTIPLE BODY PARTS</b>		
Complete amputation of one arm and leg	100	
Complete amputation of one arm and foot	100	
Complete amputation of one hand and foot	100	
Complete amputation of one hand and leg	100	
Complete amputation of both legs	100	
Complete amputation of both feet	100	
Complete amputation of both hands	100	
<b>LOSS OF GENITALS</b>		
Loss of one ovary, one fallopian tube, one testicle or part of the penis	30	
Complete loss of both ovaries, both fallopian tubes, both testicles, uterus or penis	100	
<b>ORGAN DAMAGE WITH STOMA FORMATION</b>		
Temporary stoma	30	
Permanent stoma	60	