

Terms of use of the Seesam Health Latvia mobile app

1. Definitions

1.1. AUTHENTICATION – electronic confirmation of the authenticity of a User (natural or legal person), as well as a procedure for verifying the User's identity.

1.2. ELECTRONIC IDENTIFICATION – the electronic use of personal identification data to prove the unique identity of a natural or legal person.

1.3. BIOMETRIC IDENTIFICATION – a security feature on a User's mobile device designed to identify a natural person based on their individual characteristics in order to provide faster access to the App.

1.4. "SEESAM HEALTH LATVIA" APP (APP) – software provided and maintained by Compensa Vienna Insurance Group ADB Latvian Branch (hereinafter – "Compensa") for use on a mobile device, which provides the User with authentication and encryption tools related to health insurance services.

1.5. USER – a natural person of legal age (hereinafter also referred to as the "Insured Person") who uses the Compensa App.

1.6. APP ACCOUNT – an account registered by the User on the Compensa App, which is required to use the Compensa App and which links the Compensa App to the User's identity. During the registration of a Compensa App account, the User proves his/her identity through an Identity Provider and the Identity Provider, based on the Compensa App request, confirms this identity.

1.7. IDENTITY PROVIDER – an organisation that provides electronic authentication means and is responsible for ascertaining a person's true identity, creating and certifying the person's electronic identity to a registration authority such as a credit institution.

1.8. PERSONAL IDENTIFICATION DATA – a set of data that allows the identity of a natural person to be established.

2. General provisions

2.1. "Seesam Health Latvia Mobile App Terms of Use" (hereinafter referred to as the "Terms") describes the Compensa Mobile App terms of use, limitations of use, rights and obligations of the parties, service provision procedures and security measures. The App is adapted to the modern generation of mobile devices (mobile phones and tablets) and is designed to make it easier and simpler for the App User (Insured Person) to manage healthcare services and use the digital health insurance card at any time.

2.2. Compensa provides voluntary health insurance services under which policyholders (legal persons) can insure their employees according to the insurance conditions they choose. After the parties have concluded the insurance contract, the Insured Persons may start using the health insurance protection provided to them, i.e. a health insurance plastic card is issued for this purpose or the App is downloaded.

2.3. The App allows the User to log in to the App and use health insurance services, including:

2.3.1. access and use your insurance client card;

2.3.2. provide health insurance indemnity payments;

2.3.3. by logging into the App and completing an application for payment of health insurance indemnity, check the status of an existing application, its submission and other related services;

2.3.4. check the available limits and the balance of your health insurance;

2.3.5. read the Health Insurance Terms and Conditions, Compensa Privacy Policy on data processing, etc.

2.4. These Terms govern the provision of Compensa App Services to the User, as well as the procedure for their use, and form part of a legally binding contract between the User and Compensa. The User must read the Terms before using the App.

2.5. The User must confirm his/her acceptance of the Terms after reading them. The User's consent to the Terms is a prerequisite for using the Compensa App. The User's consent to the Terms shall be deemed to be the User's acknowledgement/consent to use the Compensa App, and the User's acknowledgement/consent to use the Compensa App shall be deemed to be the User's acknowledgement of his/her willingness to use the available health insurance services in this manner.

2.6. Compensa is entitled to unilaterally amend the Terms at any time and the amendments shall become effective upon notification thereof to the User. If the User does not agree with the changes made, he/she must stop using the App and use the health insurance services in other ways (for example, by submitting a request via the Compensa self-service website <https://portals.compensa.lv/en/login>).

3. User and identification

3.1. Compensa starts processing personal data about the Insured Person in its information systems only after a health insurance contract has been concluded between Compensa and the Policyholder. Before registering each individual User in the App, Compensa obtains data on the User's identity from the relevant policyholder (the User's employer).

3.2. The User may log in to the App only in person. An App account cannot be created by a proxy.

3.3. The App uses an electronic signature that is uniquely linked to the signatory. The use of an electronic signature with a high level of assurance can only be controlled by the signatory.

3.4. The User's identity is proven on the basis of information obtained from the Identity Provider that clearly distinguishes the User from other persons.

3.5. The identity of the User is verified in the App, as well as the correctness of the registration request, in order to verify the User's identity.



3.6. In order to authenticate the User's identity, it is verified by one of the identification methods specified in the App, which is chosen by the User. The User who starts using the App for the first time enters and confirms his/her personal information sent to Compensa via the interbank system or using an electronic signature.

3.7. After the User has been authenticated, the App shall enable the User to activate the convenient login function in the App by means of biometric recognition, i.e. to log in, using biometric data (facial recognition, fingerprint) or a PIN number to facilitate future re-authentication.

3.8. Compensa processes the following information about the User in the App: User's name, surname; personal identification number, telephone number, e-mail address and bank IBAN account number. The User gives consent to the processing of his/her personal data to the extent that such processing is necessary for the functionality and operation of the App.

3.9. During the authentication process, Compensa verifies that the User can be reached at the email address provided by the User by sending a one-time use and limited validity authorisation link, which the User must confirm in the Compensa App during the registration process.

4. App functionality

4.1. Documents submitted via the App are immediately registered in the insurer's information system for the conclusion and administration of the insurance contract. The Insured Person as a User immediately sees the number and status of the registered application in the case (e.g. case administration in progress/case administration completed). In this way, the User can submit documents at any time of the day or night and online, following the progress of his/her claim. Through the App, User data is collected to enable Compensa to fulfil its obligations under the insurance contract.

4.2. Compensa may at any time and without the User's prior consent offer the User new services (except for sending commercial communications which require the User's prior consent) or functionality on the App or suspend part of them.

4.3. In case of changes in the functionality of the App, Compensa shall create a new version of the App or make certain changes which the User must install in order to continue using the App.

5. Liability and limitations

5.1. The User is fully responsible for any consequences of authentication and use of the App. Compensa shall not be liable for any damages suffered by the User if they are caused by unlawful actions of third parties through the User's access to the Application.

5.2. Compensa shall not provide health insurance services, pay insurance benefits or provide other services to the insured in contravention of any international sanctions (financial, economic, trade, etc.), prohibitions or restrictions under United Nations, European Union, United States, United Kingdom or other laws (provided that Compensa does not thereby contravene applicable regulations or national laws).

5.3. Any disputes that may arise between Compensa and the User regarding these Terms and the conditions defined herein shall be settled by negotiation. If disputes cannot be resolved by negotiation, further action shall be taken in accordance with the requirements of the laws and regulations of the Republic of Latvia.

6. Protection of information and privacy

6.1. Information about the data controller of the App: "Compensa Vienna Insurance Group ADB Latvian Branch (Compensa), registration number: 40103942087, registered office: Vienības gatve 87H, Riga, LV-1004. Contact details: e-mail: dpo@compensa.lv; tel. 8888.

6.2. Compensa applies the Privacy Policy, the General Data Protection Regulation (GDPR) and other legislation governing the protection of personal data when processing personal data on the App.

6.3. Each time the User uses the App to send health documents to Compensa or presents a health insurance card to a medical institution for payment for services, the User's separate consent will be requested for the processing of the personal data sent to ensure the performance of the contract (Article 9(2)(a) of the GDPR).

6.4. To provide insurance services, the App may display notifications. After installing the App, the user can authorise access to the camera, photos, videos, etc.

6.5. All information made known during the provision of services is confidential. The data subject has the right to obtain information about him/herself from Compensa in accordance with the procedures set out in the Privacy Policy.

6.6. Further information on data processing, data subjects' rights and their implementation is defined in the Compensa Privacy Policy. It can be found at <https://www.compensa.lv/privacy-policy/>.