# HEALTH INSURANCE TERMS AND CONDITIONS NO 14.10

Gjensidige

# Health Insurance Terms and Conditions No 14.10

**Valid as of 1 January 2024**

**1. TERMS AND DEFINITIONS**

1.1. **Insured** - a natural person (citizen of the Republic of Latvia, permanent resident, person with a permanent residence card in the Republic of Latvia or non-resident), in whose favour the Insurance Contract has been concluded.

1.2. **Employee** - a natural person employed by the Policyholder or in the public service.

1.3. **Employee's family member** - a natural person whose kinship with the Employee can be approved by documents.

1.4. **Insurable object** - the health of the Insured.

1.5. **Sum Insured** - maximum amount of money specified in the Contract for which the health of each Insured Person is insured and that is the maximum extent of liability of the Insurance Company that may be paid as the Insurance Indemnity upon occurrence of an Insurable Event.

1.6. **Medical institution** - doctors' practices, governmental and municipal authorities, businessmen and business companies providing medical services, registered with the Register of Health Care Institutions and corresponding to compulsory requirements of applicable legislation regulating the activity of health care institutions and their structural units.

1.7. **Medical practitioner** - a person who has a medical qualification, is engaged in the practice of medicine and is registered in the Register of Medical Practitioners at the time the services are provided.

1.8. **Medical service** - the prevention, diagnosis, treatment of illnesses, medical rehabilitation and patient care using approved medical technologies and carried out by a medical practitioner.

1.9. **Telemedicine** - the remote provision of a healthcare service using information and communication technologies, including the secure transfer of medical data and information.

1.10. **Partner organization** – an institution, a company or a doctor's practice with whom the Insurer has signed a cooperation agreement on providing services to the Insured persons in accordance with their Insurance program. The updated list of partner organizations is published on the website: www.gjensidige.lv/apdrosinasana/Dokumenti/Ligumorganizaciju-saraksti.

1.11. **Outpatient setting** - a medical institution where the Insured receives primary or secondary outpatient health care services, including the treatment in a day hospital, the services other than the treatment in an inpatient hospital, as well as including medical rehabilitation services.

1.12. **In-patient institution** - a medical institution (24/7 hospital) where the Insured stays for more than 24 hours.

1.13. **Health promoting establishment** - an establishment that corresponds in its activities to a sports club or a fitness club (NACE Classification 93.11, 93.12 and 93.13).

1.14. **Pharmacy** - a pharmacist practice, joint practice or corporation authorised to distribute medicinal products in person or on a website.

1.15. **Application for insurance indemnity** - a written application for insurance indemnity by the Insured if the Insured has paid from personal funds for services provided under the Insurance Program.

1.16. **Health Insurance Program** – the complex and the scope of healthcare services chosen by the Policyholder and defined in the Contract, which the Insurer covers in full or in part in case of an Insurable Event within the Health Insurance program.

1.17. **List of Insured Persons** - a document prepared by the Policyholder containing the details of the Insured Persons for the purpose of concluding or executing the Insurance Contract.

1.18. **Individual insurance card of the Insured (hereinafter - Card)** - an information document (printed or digital) issued by the Insurer to the Insured, confirming that the Insured is entitled to receive the services provided for in the Insurance Program.

**2. GENERAL PROVISIONS**

2.1. The Insurance is valid in the territory of the Republic of Latvia, unless otherwise specified in the Insurance Contract.

**3. INSURED RISKS**

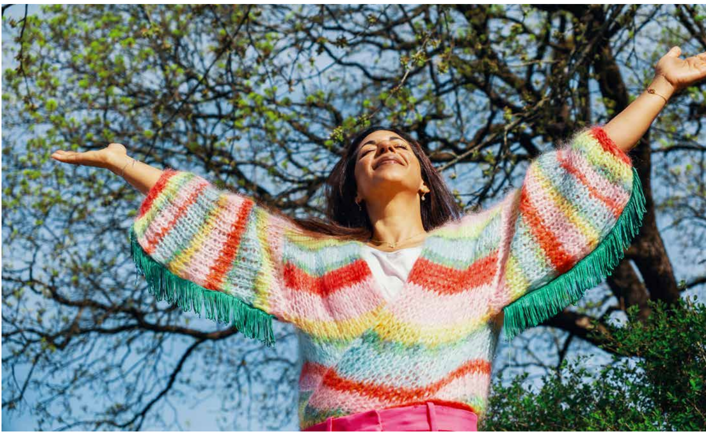
3.1. The Insurance Contract is concluded based on the risk-related information provided by the Policyholder for receiving of an insurance offer, as well as based on the insurance offer provided by the Insurer.

3.2. The insurance shall come into effect on the date specified in the Insurance Contract, provided that the Insurance Premium payment or its first instalment has been made within the term and to the extent specified in the Contract.

3.3. The insurance shall be valid until 24:00 of the last day of the Insurance Period, provided that the Contract has not been terminated prematurely.

3.4. The Policyholder shall have an obligation to inform the Insured about the prohibition to use the Card starting with the day of receipt of the notice of incomplete payment of the Insurance Premium until the day when the Insurance premium or its part is paid in full. Should the Insured fail to pay the Insurance premium within the period and in accordance with the procedure specified in the respective notice, the Insured, within 3 (three) working days after the deadline specified in the notice, shall return to the Insurer all Cards issued.

3.5. Should the Policyholder fail to observe the procedure specified in Clause 3.4 of these Terms and Conditions, he/she covers the expenses/ losses incurred during the period when the usage of the Card was prohibited based on a separate invoice issued by the Insurer.



**4. RIGHTS AND OBLIGATIONS OF THE INSURER**

**4.1. Responsibilities**

4.1.1. within 10 (ten) working days after the conclusion of the Contract and the submission of the list of Insured Persons, to produce Cards for the Insured Persons.

4.1.2. upon occurrence of an Insurable event to pay the Insurance Indemnity to the Insured or a Partner Organization in accordance with Terms and Conditions of the Contract signed.

**4.2. Rights**

4.2.1. by mutual agreement with the Policyholder, to send the Insurance Program to the Policyholder electronically without issuing it to each Insured Person.

4.2.2. to recover from the Insured or Policyholder the losses incurred, which the Insured refuses to pay or to recover from the Insured the expenses for the unjustified services in compliance with Clause 6.1.8 of these Terms and Conditions.

4.2.3. to terminate the validity of the Card, if the Insurer establishes that the Card has been used by another person, and to recover all the losses incurred. The Insurance Premium for the Cards terminated due to such reasons shall not be returned.

4.2.4. to unilaterally amend the list of Partner organizations, not worsening the conditions as they were on the moment the Contract was signed. The respective amendments shall be binding for the Insurer as of the moment they are published on the Insurer's website www.gjensidige.lv/apdrosinasana/Dokumenti/Ligumorganizaciju-saraksti

**5. OBLIGATIONS OF THE POLICYHOLDER**

**5.1 Responsibilities**

5.1.1. prior to the conclusion of the Insurance Contract to submit the Application for Health Insurance and a List of Insured Persons.

5.1.2. upon a written request from the Insurer, to provide the Insurer with all the documents required verifying the number of employees of the Policyholder or containing other information necessary for the Insurer to assess or verify the compliance of the list submitted by the Policyholder to these Terms and Conditions.

5.1.3. to issue the Card to the Insured Person personally and to acquaint him/her with the Insurance Program.

5.1.4. to return the Cards to the Insurer immediately in case the Insurance contract is terminated or a specific Card if it's validity is terminated or in cases provided for in Clause 3.4 hereof.

5.1.5. to cover the losses caused to the Insurer or repay expenses in the event the Insured refuses from his/her obligation set forth in Clause 6.1.8 of these Terms and Conditions.

5.1.6. should the Contract need any amendments in the number of the Insured persons (it is enlarged or reduced), they should be made in compliance with the procedure for making amendments provided for in the Insurance Contract.

**6. RIGHTS AND OBLIGATIONS OF THE INSURED**

**6.1. Responsibilities**

6.1.1. to be familiar with the Insurance Program and the Terms and Conditions related to it before receiving healthcare services. By presenting the Card to a Medical Institution/Medical Practitioner or Health Promotion Institution or by applying for insurance indemnity to the Insurer, the Insured shall be deemed to have read and understood the Insurance Terms and Conditions.

6.1.2. to coordinate the receipt of healthcare services with the Insurer in accordance with the procedures and deadlines set out in the Insurance Program.

6.1.3. to pay the invoice issued by the Insurer for the insurance premium in case the health care service is partially or fully covered from the personal funds of the Insured. In this case the Insured shall acquire the right to receive the Card only after complete payment of the invoice.

6.1.4. to prevent the Card from being used by other persons. In case the Card has been used by another person, the Insurer shall be entitled to recover all the losses incurred from the Insured Person and to terminate the Card.

6.1.5. to present the Card and a personal identification document (passport or ID card) to the partner organization and, in accordance with the procedure established by the partner organization, to confirm with his/her signature the fact of receiving the service.

6.1.6. in order to receive the Insurance Indemnity, to submit to the Insurer an application for the Insurance Indemnity in accordance with the procedure and deadlines set out in these Terms and Conditions and in the Insurance Program.

6.1.7. to control the scope of the services received to avoid exceeding of the Sum Insured defined for the respective Insurance Program. If all the Sum Insured or the Sum Insured of the specific Insured Risk has been paid, the Insured is obliged not to use the Card for that specific part.

6.1.8. the obligation to cover the losses incurred by the Insurer or to reimburse the Insurer for the costs of services received, in accordance with the invoice submitted by the Insurer, in cases where:
a) the Sum Insured is exceeded;
b) the services have been received which are not provided for in the Insurance Program;
c) the Services have been received after the Card was suspended or terminated.

6.1.9. in case of loss, theft of the printed Card or change of name, to notify the Policyholder as soon as possible. The Insurer shall, based on a written application by the Policyholder, produce a new Card for the Insured.

6.1.10. in the event of a change of surname, if the Insured has a Digital Card, notify the Policyholder as soon as possible. The Insurer shall, based on a written application by the Policyholder, make the requested changes to the Digital Card of the Insured.

**6.2. Rights**

6.2.1. To use health care services in compliance with the Insurance Contract signed between the Policyholder and the Insurer and the Terms and Conditions of the respective Insurance Program.

6.2.2. To receive information from the Insurer related to the Insurance Program and the services enclosed therein, as well as the personal Sum Insured of the Insured and their balances. Information about the Insured shall be provided to the Insured in person only upon written request, electronically or via the Client Portal after identification of the Insured.

## 7. INSURANCE INDEMNITY

7.1. Insurance Indemnity shall be paid to the Insured upon occurrence of the Insurable event and if the Insured has paid expenses for the received services out of his/her personal funds, in other cases, the Insurance Indemnity is paid to the Partner Organization.

7.2. To receive the Insurance Indemnity the Insured or his/her representative shall fill in the Application for the Insurance Indemnity and enclose the documents specified in the Insurance program.

7.3. The Insured shall submit the Application for the Insurance Indemnity no later than within one month after the validity of the Card has terminated.

7.4. In case the Insurance indemnity is reported or received by the Insured Person's representative, the Insurer shall be entitled to request to present a document (original) to the Insurer verifying the right of representation (e.g., a child's birth certificate, judicial decision, or a power of attorney).

## 8. EXCEPTIONS

**8.1. The following events shall not be deemed as an Insurable Event and the Insurance Indemnity shall not be paid if the Insurable Event is caused by some of general exceptions:**

8.1.1. an event that does not correspond to the type of the Insurance Contract or is not covered under the Insurance Contract or Insurance Program;

8.1.2. Medical services (including remote) received outside of the Republic of Latvia, or the territory specified in the Insurance Contract, outside the period of validity of the Insurance Contract or more than one year after the date of referral by the Medical Practitioner;

8.1.3. Medical services which are defined as non-reimbursable in the Insurance Program;

8.1.4. Medical services have been rendered by a person who is not registered with the Register of Medical Practitioners, or the service provided does not comply with the Medical Practitioner's certificate, or the Medical establishment is not registered with the Register of Medical Institutions and the Medical Practitioner's activity, or the service provided does not comply with mandatory requirements stipulated in the laws and regulations for Medical institutions and their structural units;

8.1.5. any medical service received outside a medical institution (off site services) which has not been approved by the Insurer in writing;

8.1.6. a medical service that has not been agreed in advance with the Insurer, if approval is required by the terms of the Insurance Program;

8.1.7. medical services received anonymously, without a referral from a Medical Practitioner or without medical indications, including laboratory and instrumental examinations, manipulations;

8.1.8. treatment of the insured person carried out in an In-patient institution if the treatment can be carried out in an Out-patient institution;

8.1.9. outpatient paid services or outpatient rehabilitation received while the Insured is receiving paid inpatient services in an Inpatient establishment;

8.1.10. medical services received for foreign visas;

8.1.11. expenses incurred based on the Insured Person's nursing and care contract or related to the stay of a relative or close person in an Inpatient Institution;

8.1.12. attending educational and informative sessions and lectures;

8.1.13. processing of medical documentation and printouts or records of medical examinations (including X-ray photographs, CDs and other data storage mediums) as a separate service;

8.1.14. medical items and equipment (including the items of technological prosthetics and orthotics, elastic bandages, postoperative dressings, posture correctors), incontinence and hygiene products, tissue replacement materials used for surgery, implants, high technology disposable instruments, etc.;

8.1.15. physicians' fees or payments for services which are not directly related to medical treatment, fee for the choice of a Medical Practitioner for surgical operations, council of physicians, administrative expenses, individual item in the Inpatient Facility, services outside the opening hours of the Inpatient Facility;

8.1.16. the Insured person's deliberate action that is hurtful to his/her health, including the Insured person's suicide, suicide attempt, exposure to extreme danger, except when saving someone else's life;

8.1.17. when the Insured has committed or participated in a crime or when a convicting judgement or decision has entered into legal force;

8.1.18. treatment of alcoholism, drug addiction, toxicomania, including treatment of health disorders related to the use of alcohol, drugs, toxic substances.

**8.2 Unless otherwise is directly and unmistakably stated in the Insurance Contract (special exceptions are stipulated, or services are included in the program as paid services), the following events shall not be deemed as an Insurable Event and the Insurance Indemnity shall not be paid if the Insurable Event is caused by some of these special exceptions:**

8.2.1. paid medical services in oncology, including dynamic monitoring and treatment of disease-related disorders;

8.2.2. medical services related to microsurgery, cosmetic, plastic (including blepharoplasty, nasal septal resection and plastics), bariatric, reconstructive; invasive radiology and cardiology, electrocardiostimulation, dentistry;

8.2.3. capsule endoscopy; lithotripsy; barotherapy; positron emission tomography (PET/ECT); 3 and 4D examinations (including in connection with pregnancy); laboratory examinations which are not specified as covered under the Insurance Program;

8.2.4. treatment of benign or malignant skin or subcutaneous lesions and invasive dermatological diseases (warts, vascular masses, fibroepithelial polyps, pigmentomas, basal cell carcinoma, etc.) and related costs in an outpatient or inpatient setting (whether or not the service is provided by a dermatologist);

8.2.5. photo, mechanical and electromagnetic wave therapy and manipulations; laser therapy and surgery in ophthalmology, paid neurosurgical, spinal, cardiac, vascular, vision correction surgery and related costs, intravitreal injections;

8.2.6. treatment of bone and connective tissue deformities, treatment of congenital conditions;

8.2.7. paid mammography services and manipulations (except consultations and breast ultrasound scan);

8.2.8. nutritionist consultations, weight loss programmes and measures, dietology; treatment of metabolic diseases and osteoporosis (including osteodensitometry); treatment of coeliac disease;
8.2.9. sports medicine services (including the stress tests) and orthopaedic, podologist and podiatric (including foot care) medical services;
8.2.10. immunological, virological treatment, biological therapy (including immunotherapy, cytokine, growth factor and blood component therapy, PRP and PRF injections), plasmapheresis;
8.2.11. psychiatric, psychological, psychotherapeutic, sexopathological, trichological, phoniatric, hypnotherapeutic treatment; speech therapy; treatment of sleep disorders; treatment of incontinence;
8.2.12. treatment of sexually transmitted diseases; HIV and AIDS, spirochetes, chlamydial infections, fungal diseases;
8.2.13. family planning (including artificial insemination), infertility treatment and examination (including oviduct permeability), diagnostic laparoscopy, separation of adhesions and laparoscopic operations for oviduct permeability, andrology, genetics, reproductology and embryology services, abortion without medical indications and treatment of the consequences thereof, paid pregnancy services and paid labour and delivery assistance;
8.2.14. general non-contact, vacuum and facial massage, retherapy, colonic hydrotherapy, lymphatic drainage, peeling procedures, cellulite treatment; homeopathic treatment; non-traditional, complementary medicine services (Folla and iridodiagnostics, needle therapy, point massage, acupuncture, etc.); osteotherapy and reflexotherapy; outpatient rehabilitation outside the institution (SPA centres, sports clubs, etc.);
8.2.15. preventive health services and general body diagnostics (check-ups, etc.).

**8.2.16. Exclusions of the extra package "Dental Care" program if the extra package is included in the Insurance Contract:**
8.2.16.1. services relating to orthodontics, prosthodontics or implantology (including inlays, onlays, veneers, porcelain fillings, crown restorations) and the treatment of such teeth;
8.2.16.3. treatment of periodontal disease;
8.2.16.4. caries prevention with sealants and fluoroprotectors;
8.2.16.5. teeth whitening, removal of smoker's pigment;
8.2.16.6. general anaesthesia.

**8.2.17. Exclusions of the extra package "Sports" program if the extra package is included in the Insurance Contract:**
8.2.17.1. services not received at the Health Promotion institution;
8.2.17.2. hot yoga classes;
8.2.17.3. individual lessons with a trainer;
8.2.17.4. use of additional equipment (simply shorts, etc.)
8.2.17.5. Renting of premises/equipment at the Health Promotion institution.

**8.2.18. Exclusions of the extra package "Medication III" program if the extra package is included in the Insurance Contract:**
8.2.18.1. Medicinal products registered in the Register of Medicinal Products of the Republic of Latvia, which are indicated as non-covered in the Insurance Program;
8.2.18.2. medicines made at a pharmacy;
8.2.18.3. medicines that are not registered in the Register of Medicinal Products of the Republic of Latvia;
8.2.19.4. medicines purchased without a prescription issued by a Medicinal Practitioner or if the prescription is issued incorrectly;
8.2.18.5. medical and hygiene supplies (syringes, inhalers, implants, prostheses, dressings, tests, creams, pampers, shampoos, toothpastes, etc.).

**8.2.19. Exclusions of the extra package "Medication IV" program if the extra package is included in the Insurance Contract:**
8.2.19.1. medicines that are not registered in the Register of Medicinal Products of the Republic of Latvia;
8.2.19.2. medicines purchased without a prescription issued by a Medicinal Practitioner or if the prescription is issued incorrectly;
8.2.19.3. medical and hygiene supplies (syringes, inhalers, implants, prostheses, dressings, tests, creams, pampers, shampoos, toothpastes, etc.).

**8.2.20. Exclusions of the extra package "Optical cover" program if the extra package is included in the Insurance Contract:**
8.2.20.1. optical glasses, spectacle frames and optical contact lenses, where the optics are in the range 0 to -0,5D (inclusive) or 0 to +0,5D (inclusive);
8.2.20.2. sunglasses.