

# Seesam Health Insurance Regulations No. VA 2021

Approved at the session of the Management Board of Compensa Vienna Insurance Group ADB Latvian Branch held on 09.03.2021.

Valid from 15<sup>th</sup> March 2021.

## 1. Terms

**1.1. Insured** – a person who is your employee or a member of his/her family, who is included in the list of Insureds.

**1.2. You** – the Policyholder – a legal entity that concludes the Insurance Contract.

**1.3. We** – the Insurer – Compensa Vienna Insurance Group ADB Latvian Branch.

**1.4. Insurance period** – the period for which the insurance premium has been paid and the insurance cover is valid.

**1.5. Insurance Contract** (hereinafter – **the Contract**) – an agreement between us and you, according to which you undertake to pay the Premium in the manner, terms and amount specified in the Contract, as well as to fulfil other obligations under the Contract, and We undertake to pay the Insured the Insurance compensation in accordance with the Contract if the Insurance Event occurs. The Contract consists of the following documents: Policy, List of Insured, these Regulations, Additional Regulations, Program Descriptions, Price List, Insurance Card, other agreements concluded between you and Us.

**1.6. Insurance Program** – an integral part of the Contract, which determines the services available to the Insured (set of services and other conditions) and the amount upon the occurrence of the Insured Event.

**1.7. Insurance Policy** (hereinafter – **the Policy**) – a document certifying the conclusion of the Contract.

**1.8. Insured Risk** – an event provided for in the Contract, independent of the will of the Insured, the occurrence of which is possible in the future, when the Insured may incur expenses for medical services, health support services, optical goods or medicines.

**1.9. Insured Event** – an unforeseen event in the Insurance Period causally related to the Insured Risk, for which the Compensation is to be paid in accordance with the Contract.

**1.10. Sum insured** – The amount of our liabilities in monetary terms.

**1.11. Insurance Limit** (hereinafter – **Limit**) – an amount of money or the number of visits specified in the Insurance Program.

**1.12. Insurance premium** (hereinafter – **the Premium**) – Contractual payment for Seesam Health Insurance.

**1.13. Compensation** – the amount payable for the Insured Event in accordance with the Contract.

**1.14. Application for Compensation** – application for receiving Compensation, including if the service has been received at the Contracting Institution upon presentation of a health insurance card.

**1.15. Medical Treatment Facility** – medical practices, state and local government institutions, economic operators and commercial companies registered in the Register of Medical Treatment Facilities of the Republic of Latvia, complying with the requirements specified in the regulatory enactments of the Republic of Latvia and providing medical treatment services.

**1.16. Contracting institution** – an institution with which we have concluded a cooperation agreement on the provision of services within the framework of the Insurance Program.

**1.17. Deductible** – the part of the loss specified in the Contract, expressed in the amount of money or percentage, which, at the occurrence of the Insured Event, We do not cover.

**1.18. Chronic illness** – a condition opposite to a sudden illness – a gradual deterioration in the physiological processes and functions of the body formed internally and over a long period of time, characterized by more frequent or less frequent changes in the state of health (exacerbations of the disease), whether or not diagnosed before the beginning of the Insurance Period.

**1.19. Exacerbation of a chronic illness** – the sudden appearance of the characteristic symptoms of a chronic illness that had not manifested itself before the beginning of the Insurance Period, as a result of which the Insured needs medical assistance.

**1.20. First doctor's consultation** – a doctor's visit in connection with a sudden illness.

**1.21. Repeated doctor's consultation** – a repeated doctor's visit during one illness episode in connection with the same diagnosis.

**1.22. Professor or highly qualified specialist** – a doctor who has additionally qualified his/her medical activity and practices in a particular medical institution as a professor, assistant professor or head of department.

**1.23. RoL** – Republic of Latvia.

## 2. Initial regulations

**2.1.** Seesam Health Insurance Terms and Conditions are binding on you (the Policyholder), the Insured and Us (the Insurer).

**2.2.** For the purposes of the Contract, the object of insurance is the health of the Insured.

**2.3.** The Contract is valid in the territory of the RoL.

**2.4.** The Contract is concluded on the basis of the risk information submitted by you to us.

**2.5.** The amount of the Premium is determined by Us. The amount of the Premium and the procedure for payment are specified in the Contract.

## 3. Entry into force of the Contract

**3.1.** The Contract shall be deemed concluded and shall enter into force on the date specified in the Policy, provided that the Premium or the first part thereof has been paid in the amount and in accordance with the procedure specified by Us. By paying the Premium, you certify that:

**3.1.1.** Seesam Health Insurance is issued only to those Insured Persons who have agreed to the transfer of their personal data, including health data, to Us for further processing to the extent necessary for the performance of our obligations;

**3.1.2.** The Insured are acquainted with the conditions of the concluded Contract and other documents, the conditions of which the Insured must observe and fulfil, including the Insurer's Privacy Policy, which can be found at [www.compensa.lv/privacy-policy](http://www.compensa.lv/privacy-policy);

**3.1.3.** Insured persons are encouraged to log in to our mobile application or the Insured Self-Service Portal [portals.compensa.lv](http://portals.compensa.lv);

**3.1.4.** The Insured is warned of the consequences that may occur if the Insured has not provided true and complete information about

himself/herself and has not complied with the Contract and other documents binding on the Insured.

#### 4. Termination of the Contract

**4.1.** We or You may terminate the Contract by notifying each other 15 days in advance. The Reimbursable Part of the Premium is determined by deducting from the paid Premium the proportional part of the Contracted Period and administrative expenses in the amount of 15% of the total Premium.

**4.2.** We have the right to demand the fulfilment of obligations from You also after the end of the Contract, including the consent of the Insured referred to in 3.1.

#### 5. Your obligations

**5.1.** Provide true and complete information both for the risk assessment and throughout the term of the Contract.

**5.2.** Fulfil the conditions and obligations of the Contract and exercise the rights in good faith.

**5.3.** To pay the Premium in the amount and within the term specified in the Contract according to the payment schedule specified in the Contract.

**5.4.** To acquaint the Insured with the Insurance Programs, these Terms and Conditions and the Seesam Health Insurance Product Information Document (IPID).

**5.5.** Hand over the health insurance card and other information provided to the Insurer if We have prepared one.

**5.6.** Any information or requests to us should be submitted in writing.

**5.7.** At Our request, submit a health declaration for the person to be Insured or the Insured.

**5.8.** Inform the Insured that the card may not be used after the exclusion of the Insured or the end of the Insurance Period.

**5.9.** Reimburse Us the Compensations specified in these Regulations if the Insured has not reimbursed them to Us or if We request them from you.

**5.10.** Inform Us if the Premium payment for the Insured included in the Policy is not made in full of your funds.

**5.11.** At Our request, to authorize or submit copies (printouts) of the reports of the State Revenue Service regarding the commencement of employment of the employees specified in the respective request.

**5.12.** Inform Us in writing about the termination of the employment of the Insured. The Contract with respect to the Insured shall be terminated not later than on the day when the employment relationship is terminated.

#### 6. Insured's obligations

**6.1.** To submit true and complete information both for the assessment of the Insured's risk and during the entire term of the Contract, including when applying for the Insured Event.

**6.2.** Before starting to use Seesam Health Insurance Services, applying for payment of expenses for them from Us, get acquainted with the Insurance Program and other documents mentioned in Clause 5.4.

**6.3.** Not to claim indemnity for an Insured Event for which compensation has already been received.

**6.4.** When paying for services by private means, apply for the Compensation by submitting documents in our mobile application or website <https://portals.compensa.lv>.

**6.5.** Upon receipt of Our written claim within 15 (fifteen) days to reimburse the Compensation paid in excess of the Insurance Limit or paid to the Insured or the Contracting Institution for services not

paid under the Insurance Program or paid for events that occurred at the time when the Contract was not valid for the Insured.

**6.6.** Make sure that the Medical Treatment Facility, which is not Our Contracting Institution and which will be visited, is registered in the Register of Medical Treatment Facilities, Companies and Certification of the RoL.

**6.7.** When receiving services at the Contracting Institution, present a health insurance card together with a passport or identity card (ID), as well as do not transfer the health insurance card for use to another person.

**6.8.** Within 90 (ninety) calendar days from the date of the Insured Event, notify about the Insured Event and submit the necessary documents to Us.

**6.9.** The Insured is liable for losses incurred without timely notification of the loss or theft of the health insurance card.

**6.10.** To control that the sums insured and limits specified in the Insurance Programs are not exceeded.

**6.11.** To submit all necessary documents and information requested by Us for consideration and decision-making.

#### 7. Our obligations

**7.1.** Upon the occurrence of the Insured Event, to make a decision in the insurance case within 30 days after receipt of all necessary documents.

**7.2.** After concluding the Contract, provide you with Seesam Health Insurance Cards and other documents mentioned in Clause 5.4.

**7.3.** We are entitled to demand a refund of the insurance compensations specified in these Regulations to You or the Insured, in accordance with the Insurance Contract Law or the terms and conditions of the Contract. If the Insured has not made the said repayment, We may reduce the compensation to be paid to the Insured in the future by the outstanding amount.

**7.4.** We have the right during the term of the Contract without notifying the Insured to make changes in the list of Contracting Institutions and their paid services. The current list of Contracting Institutions is available on our website [www.compensa.lv](http://www.compensa.lv).

**7.5.** We have the right to pay you compensation according to the Price List, for the services provided to you, if they are received in institutions other than Our Contracting Institution, as well as in cases when the Service cannot be received or the service payment is not available in full and the Insured has to pay from private funds.

**7.6.** Upon receipt of the Application for Compensation, We are entitled and, if necessary, simultaneously authorized to verify the accuracy of the information submitted by the Insured by getting acquainted with the medical documentation of the Insured, which is at the disposal of the Medical Institutions and medical treatment specialists, as well as in case of uncertainty, to turn to an independent certified doctor or expert of Our choice for examination.

#### 8. Procedure of payment of Compensation

**8.1.** The principle of compensation is applied in health insurance by paying the Insurance Compensation to the Contracting Institution, Medical Treatment Institution or the Insured.

**8.2.** We pay the Compensation in accordance with the Insurance Program specified in the Contract, not exceeding the Sum Insured or the Limit specified in the Contract:

**8.2.1.** To the Contracting Institution, in accordance with a mutually concluded cooperation agreement;

**8.2.2.** To the Insured or his/her authorized person who has paid from private funds for the received services in accordance with the Insurance Program.

**8.3.** If the Insured has received the services included in the Insurance Program in an institution that is not a Contracting Institution and the Insured Insurance Program does not restrict receiving them

in this institution, then the Insured Person shall submit all documents requested by Us. If a decision is made to refuse the Compensation, we will always send the Insured a written notice of the decision.

**8.4.** For services received at institutions other than Our Contracting Institutions, as well as in cases when the service of Our Contracting Institutions cannot be received or payment for services is not available in full, the Insured must pay from private funds and We will pay the compensation according to the Price List.

## 9. General exceptions

**9.1.** Our liability to pay the Compensation does not arise if the Compensation is due to war, terrorism, mass unrest, radioactive poisoning, radioactive contamination, natural disasters and other similar events specified in the Contract.

**9.2.** Our responsibility to pay Compensation does not occur in the event of a pandemic – an epidemic in a large region or worldwide, based on a serious infectious disease that spreads easily and has not been known in the past or similar cases have been known in a small infected population.

**9.3.** Seesam Health Insurance does not reimburse the following expenses:

**9.3.1.** for services the receipt of which does not comply with the provisions and instructions of the law and the Contract;

**9.3.2.** for execution of paperwork, fees and other similar additional costs;

**9.3.3.** for health promotion or sports services which are equivalent in nature and which the insured person receives repeatedly within 24 hours;

**9.3.4.** for the purchase of a subscription where post-payment has been made;

**9.3.5.** on cases when the Insured has misled us by providing false information about his/her health condition both before the conclusion of the Contract and during its validity or about the Insured Event;

**9.3.6.** in cases where you or the Insured have provided Us with incomplete, false or misleading information both before the conclusion of the Contract and during the term of the Contract due to malicious intent or gross negligence;

**9.3.7.** related to departure from the RoL or stay abroad;

**9.3.8.** arising out of the treatment of a disease diagnosed or chronic before the entry into force of this Contract;

**9.3.9.** for treatment related to health disorders acquired as a result of professional sports activities or judging such activities;

**9.3.10.** for the treatment of illnesses, injuries and personal injuries acquired by the Insured while intoxicated, under the influence of intoxicating substances or in connection therewith;

**9.3.11.** for treatment and diagnosis using non-traditional medical methods;

**9.3.12.** for a treatment method not registered in the State Register of Medical Technologies;

**9.3.13.** for social and home care;

**9.3.14.** for medical transport services at the request of the Insured;

**9.3.15.** For other exceptions mentioned in the descriptions of the Insurance Programs.

**9.4.** If the Insured was aware before the purchase of the Contract of the need to perform a planned operation or inpatient treatment, We have the right to refuse to reimburse outpatient fees, as well as inpatient expenses related to the surgery or treatment.

**9.5.** When concluding the Contract, we may agree with you on additional exceptions or limitations, as well as exclude the exceptions specified in these Regulations and the Insurance Programs.

## 10. Information on personal data processing

**10.1.** Pursuant to Article 13 of the Data Regulation 2016/679, We authorize you to inform the Insured (data subject, hereinafter – DS) before concluding the Contract that:

**10.1.1.** The data processing controller of the Insured is Compensa Vienna Insurance Group ADB Latvian branch. The contact details of the controller are as follows [info@compensa.lv](mailto:info@compensa.lv), (+371) 6755 8888;

**10.1.2.** the contact details of the data protection officer are as follows: [DPO@compensa.lv](mailto:DPO@compensa.lv);

**10.1.3.** the data shall be processed for the conclusion of the Contract; to monitor the performance of the Contract; to clarify issues regarding the payment of the Compensation; to communicate in case of data incidents;

**10.1.4.** the data shall also be processed for other purposes if the DS has given its consent; Legal basis for data processing – DS consent. DS has the right, at any time, to withdraw its written consent to the processing of personal data for other purposes;

**10.1.5.** Our (data processing controller's) legitimate interest – to receive feedback from DS after concluding the Contract or paying the Compensation;

**10.1.6.** More information about personal data processing can be found on Our website [www.compensa.lv/privacy-policy](http://www.compensa.lv/privacy-policy) or by contacting Us;

**10.1.7.** DS has the right to submit a complaint about Us to the State Data Inspectorate [www.dvi.gov.lv](http://www.dvi.gov.lv), [info@dvi.gov.lv](mailto:info@dvi.gov.lv);

**10.2.** DS is obliged to provide personal data. In case the data is not provided or is provided incompletely, We are not entitled to pay the Compensation (according to Section 31 of the Contract Law); this condition also applies to special categories (health) personal data.

## 11. Confidentiality

**11.1.** Unless otherwise provided by the law, We, the Insured and You undertake not to disclose to third parties, without written consent, information that has become known during the term of the Contract or after its termination.

**11.2.** Confidentiality shall be maintained for an indefinite period of time, regardless of the validity of this Contract. Confidential information does not include information that is publicly available and has not become such in violation of law or contractual obligations.

## 12. Applicable law and dispute settlement procedure

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

**12.2.** If the parties fail to resolve the dispute through negotiations, then a written complaint must be submitted to Us for consideration. Our postal address: Vienibas gatve 87H, Riga, LV-1004; e-mail address: [atlidzibas@compensa.lv](mailto:atlidzibas@compensa.lv). Complaints by You, the Insured or another person entitled to claim the Compensation shall be reviewed by Us and a response shall be provided within 20 (twenty) days from the date of receipt of the complaint, application or claim. If, for justifiable reasons, it is not possible to respond within the specified time limit, We will provide information on the need for an extension and indicate a reasonable time limit for reply.

**12.3.** A natural person – the Insured 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).