



EXTREME

ACCIDENT INSURANCE TERMS AND CONDITIONS

No. 01/03-01
Valid from 01.01.2022

Feel safe with Balcia Insurance SE Extreme Accident Insurance! We offer You extensive Extreme Accident Insurance protection to enable You to select the most suitable one for Your needs and situation.

If you have any questions, please contact Us:

§ 82222 § (+371) 206 82 222 *When calling from abroad*

Æ balcia@balcia.lv

Q www.balcia.lv

We will pay everything due from Us, all You need is to submit documents certifying expenses:

Æ atlidzibas@balcia.lv

Q www.balcia.lv

Stay safe!
Your Balcia

DEFINITIONS

Insurer or We – Balcia Insurance SE.

Insured Person or You – a person specified by the Policyholder in an Insurance Contract, who has an insurable interest and in whose interests the Insurance Contract has been concluded.

Beneficiary – a person specified in an Insurance Contract and entitled to receive an Insurance Indemnity in cases determined in the Insurance Contract.

Sum Insured – the sum specified in an Insurance Contract or the sum calculated pursuant to the procedures laid down in the Insurance Contract, which cannot be exceeded by the sum of the Insurance Indemnity (incl. the total amount of several Insurance Indemnities). The Sum Insured shall be determined individually for each insured risk.

Recurrent Fracture – a fracture of a bone that has not healed completely at the place of a previous fracture within 12 months.

Accident – a sudden and unexpected event during the validity period of the Insurance Contract, which has occurred regardless of the person's will and has resulted in harm to the person's life or health (incl. when engaged in Extreme Sports Activities).

Dangerous Professions – occupation related to a very high level of risk: fulfilling work duties at security services; working in the oil extraction and/or oil processing industry, at metal foundries, in shipyards, aviation (as a pilot or flight attendant), bombing, mining, underground and mining works, or works at great heights (more than 5 metres); working as a maritime worker, stunt performer, tester, rescuer or diver.

Professional Sports Competitions and Trainings – engagement in a kind of sports, which is Your main occupation, incl. preparation for participation in sports competitions and participation therein.

Extreme Sports Activities – high-risk sports or alternative kinds of sports, sports activities characterised by high speed and high risk, such as: motorcycle sport, auto racing, BMX, boxing, parachuting, etc.

ACCIDENT INSURANCE

1. What is Insured

If the risk specified in Your Insurance Policy occurs during daily activities or as a result of engagement in Extreme Sports Activities, We will pay indemnity for the following:

- **Injury:** in accordance with Appendix No. 1. An insurance indemnity will be calculated by multiplying the Sum Insured determined for the Injury Risk in the Insurance Policy by the percentage value for each Injury.
- **Hospital Costs:** every day spent at a 24/7 in-patient facility due to an Injury.
- **Disability:** if You are diagnosed with Disability as a result of an Injury no later than within one (1) year following the date of the Accident.

An Insurance Indemnity will be calculated by multiplying the Sum Insured determined for the Disability Risk by the percentage value determined in the table below for the degree of functional impairment (Disability) determined for health disorders, which has been determined by the State Medical Commission for the Assessment of Health Condition and Working Ability of the Republic of Latvia:

Degree of Disability	Percentage value
Group I	100%
Group II	50%
Group III	25%

³/₄ If an Insurance Indemnity has already been paid for the same Accident, the Insurance Indemnity for the occurrence of the "Disability Risk" shall be reduced by the sum already paid for the "Injury Risk".

- **Death:** in the amount of the Sum Insured to the Beneficiary (or an heir in accordance with the regulatory enactments of the Republic of Latvia, if the Beneficiary is not specified in the Insurance Contract), if the death of the Insured Person occurred as a result of an Injury no later than within one (1) year following the day of the Accident.

2. What is not Insured

We will not pay an Insurance Indemnity, if:

- You, the Policyholder or the Beneficiary has intentionally caused or promoted the occurrence of an Accident;
- an Accident has occurred due to chronic, inborn, degenerative or other illnesses, as well as inborn or obtained physical defects;
- an Accident has occurred due to a pathological or Recurrent Fracture;
- an Accident has occurred due to the hernias of intervertebral discs;
- while operating a vehicle, You violated regulations by driving through a railway crossing, You operated the vehicle without being in possession of a driving licence of the appropriate category, or You are banned from operating a vehicle and it is causally related to the incident;
- an Accident has occurred as a result of infectious disease, except after a bite or sting by animals, ticks, or other insects;
- an Accident has occurred due to engagement in Dangerous Professions, unless the Insurance Policy stipulates otherwise;
- an Accident has occurred due to participation in Professional Sports Competitions or Trainings, unless the Insurance Policy stipulates otherwise;
- an Accident has occurred because of You being under the influence of alcohol, narcotic, psychotoxic or other inebriating substances and it is causally related to the occurred Insured Event, except where the concentration of alcohol in the organism does not exceed the set norm, with which it is allowed to operate a vehicle, and the concentration of alcohol is clearly determined in the documents certifying performed examinations.

INSURANCE CONTRACT

3. Entering into the Contract

Upon entering into the Contract, You and the Policyholder shall certify the truthfulness of the information provided.

The Insurance Contract shall come into force once We agree on the Terms and Conditions of the Contract and payment is made in acceptance of Our quote.

As the date of expiry of an Insurance Contract that is in force approaches, We shall, if We receive the requisite consent, be entitled to draw up and issue a new Insurance Contract quote.

Payment for the new quote, if it is made pursuant to the procedures specified therein, will confirm entry into the Insurance Contract.

^{3/4} The said consent may be withdrawn at any time by giving Us prior notice of Your intention to do so.

4. Termination of the Contract

The Policyholder shall be entitled to terminate the Insurance Contract at any time by giving Us prior notice of Your intention to do so.

Regardless of the reason for the termination of the Insurance Contract, the Policyholder shall be obliged to ensure payment of the Insurance Premium for the insurance period until the date of termination of the Insurance Contract.

Upon terminating the Insurance Contract, unless regulatory enactments require otherwise, We will indemnify the non-used portion of the Insurance Premium to the Policyholder in proportion to the remaining insurance period.

INSURANCE INDEMNITY

5. If an Insured Event Has Occurred

When caring for Your health, please contact a medical treatment institution and contact Us as soon as possible. We will consult with You about what steps to take and agree on further actions.

Upon entering into the Insurance Contract, You shall authorise Us to investigate the circumstances of an Accident and determine an Insurance Indemnity by requesting and obtaining all necessary documents related to the Accident.

^{3/4} Provide Us with all the information about an Accident and associated expenses.

6. Reduction of an Insurance Indemnity

We are entitled to reduce the amount of an insurance indemnity, if:

- You or the Beneficiary have/has been indemnified in full or in part by the person responsible for causing losses or the compensation of expenses is due to You in accordance with the provisions of the Compulsory Civil Liability Insurance of Owners of Motor Vehicles Law of the Republic of Latvia;
- an insurance indemnity for one or several risks, which have occurred during the insurance period, has reached the Sum Insured determined for the particular risk.

7. Exceptions

We are entitled to deny the payment of an insurance indemnity, if:

- You, the Policyholder, or the Beneficiary have/has not reported an insured event in a timely manner, therefore meaning that We are unable to determine incurred expenses or losses;
- an Accident has occurred outside the Insurance Period;
- You, the Policyholder or the Beneficiary has intentionally provided Us with false information or documentation, significantly affecting the assessment of an insured risk or possible losses, or has unlawfully increased the amount of losses;
- You, the Policyholder or the Beneficiary have/has knowingly not satisfied the obligations specified in the Insurance Terms and Conditions.

8. Decision

A decision on the payment of an Insurance Indemnity will be taken and issued to You no later than seven (7) days following the day on which all documentation required for determining the causes, circumstances and consequences of an insured event and calculating the amount of the Insurance Indemnity have been received.

DISPUTE AND COMPLAINT EXAMINATION PROCEDURE

All disputes, which arise or might arise between Us and the Policyholder, or the Beneficiary, or You, shall be settled through negotiation. If it is not possible to settle a dispute through negotiation, You are entitled, for the purposes of protecting Your interests, to take your dispute to the Consumer Rights Protection Centre of the Republic of Latvia (www.ptac.gov.lv) or before a court in accordance with the regulatory enactments in force in the Republic of Latvia. Information about the complaints examination procedure can be found on Our website www.balcia.lv.

OTHER TERMS AND CONDITIONS

- Information on the processing of personal data carried out by Us is included in the Privacy Policy, which can be found on Our website www.balcia.lv.
- The rights and obligations, which are not stipulated in the Insurance Contract, and the regulation of legal relations arising from the Insurance Contract shall be subject to the regulatory enactments of the Republic of Latvia.
- In the event of any conflict between the Terms and Conditions of each type of insurance and the Terms and Conditions of an Insurance Policy, the Terms and Conditions of the Insurance Policy shall apply to the Insurance Contract.
- In the event of any conflict between the Latvian text of these Terms and Conditions and the translation of these Terms and Conditions in any foreign language, the Latvian text of these Terms and Conditions shall take precedence and be binding on the Parties.
- Supervision of the insurance market in the Republic of Latvia is conducted by the Financial and Capital Market Commission of the Republic of Latvia (address: Kungu iela 1, Riga, LV-1050, website: www.fktk.lv, e-mail address: fktk@fktk.lv).

APPENDIX NO. 1

Fractures and Injuries

HEAD

- 30%** Skull bones
Fractures of the calvaria, base – 30%
Fractures of the calvaria and the base – 50%
- 10%** Facial bones
Fracture of the lower jaw, the cheekbone and the upper jaw
- 5%** Fracture of the nasal bone
- 4%** Traumatic injury to a tooth (per tooth)

SHOULDER, THORAX

- 8%** Shoulder, thorax
Fracture of the sternum, the clavicle, the shoulder blade
- 9%** Spine
Spinal vertebra, vertebra fracture of the transverse process or spinous process, arch, articular process, fracture of the tailbone and the sacrum
3 fractures or more – 25%
- 4%** Ribs
For each rib fracture



PELVIS, THIGH

- 25%** Pelvis, thigh
Fracture of pelvic bones, fracture of the hip bone head, the femoral neck, the thighbone
- 11%** Calf, foot
Fracture of a knee,
Fracture of a shinbone or calf bone, an ankle
Fracture of the base of a foot and a metatarsal bone
- 4%** Toes
Regardless of the number of fractured toes

SHOULDER AND ELBOW JOINT

- 12%** Shoulder and elbow joint
Fracture of arm bones
- 9%** Forearm, palm
Fractures of forearm bones, bones of the heel of the palm, fractures of metacarpal bones regardless of the number of fractured bones – 9%
Fracture of two forearm bones – 12%
- 4%** Fingers
Regardless of the number of fractured toes

Injuries

Brain concussion

- C** in the event of out-patient treatment – 3%
- C** in the event of in-patient treatment – 7%

Joint sprains, dislocations

- C** dislocation of the lower jaw, upper jaw, palm, foot, fingers – 2%
- C** dislocation of a knee joint, elbow joint, shoulder joint, tear of a shoulder capsule – 5%
- C** dislocation of a pelvic joint, dislocation

of spinal vertebrae – 12%

Tear of ligaments and tendons, injuries of peripheral nerves

- C** tear of any ligaments, tendons, nerve damage – 3%
- C** damage to the meniscus with or without surgery – 3%
- C** damage to the Achilles tendon without surgery – 6%
- C** damage to the Achilles tendon, if surgery is carried out – 9%

Wounds, bruises

- C contused, lacerated, sabre, incised, piercing wounds, extensive skin scratches, haematoma, animal bite wounds – 3%

Body burns

- C and frostbite, which have caused tissue damage or scarring – 2%-30%

Injuries and fractures

- Bone fractures must be confirmed by a radiologist.
- If one Accident has resulted in a multiple fracture of one bone, it shall be deemed to be a single bone fracture.
- If one Accident has resulted in the fracture of two bones or several bones of the same body part, We will compensate for each of them, summing the indemnity determined herein for each fracture, but not exceeding the Sum Insured determined in the Policy for the Injury Risk.
- If one Accident has resulted in several injuries to one body part, We will compensate for the most serious injury;
- If one Accident has resulted in injuries to several body parts, We will compensate for each of them, summing the indemnity determined herein for each injury, but not exceeding the Sum Insured determined in the Insurance Policy for the Injury Risk.
- An indemnity for the traumatic injury of teeth and/or loss of teeth shall be paid only if there are also signs of injuries to the mouth and/or soft tissues of the face. An indemnity for the injury of teeth and/or loss of teeth shall be paid only once during the validity period of the Insurance Contract. Dental injuries, which have occurred as a result of biting (chewing) or any disease (e.g. bruxism), shall not be compensated.