



Balcia
INSURANCE

TRAVEL INSURANCE TERMS AND CONDITIONS

*Terms and Conditions No. LV-18/02-01
Valid from 01.01.2022*

We offer You comprehensive Travel Insurance that provides safety and support to You and Your loved ones should the unforeseen arise.

If You have any questions, please contact Us:

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

✉ balcia@balcia.lv

🌐 www.balcia.lv

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

✉ atlidzibas@balcia.lv

🌐 www.balcia.lv

Have a safe and pleasant
trip!

Your Balcia

DEFINITIONS

Insurer or We – Balcia Insurance SE.

Insured Person or You – a person, who has an insurable interest and in whose interests an Insurance Contract has been entered into.

Relatives – the following persons:

- Your spouse or a person sharing a household with You;
- Your children and grandchildren;
- Your parents, grandparents, brothers and sisters.

Third Party – a person other than You, is not the Policyholder or Relative.

Policyholder – a person, who has entered into an Insurance Contract with Us.

Baggage – baggage items belonging to You and their contents, which are registered, transferred to and managed by the Carrier.

Trip/Travel – Your trip for a certain period of time outside Your home country of Domicile. A Trip shall be considered to have started once You leave the Country of Domicile (cross the border of the country in question) and to have ended once You return from the Trip (cross the border of the Country of Domicile).

Intermediate Travel Point – a place where You plan to board another public transport vehicle, after the start of a Trip, to continue the Trip.

Country of Domicile – a country of which You are a citizen or national, or a country that has issued You with a residence permit.

Foreign Country/Abroad – a country other than Your Country of Domicile.

Accident – a sudden and unexpected event during a Trip, which has occurred regardless of Your will and has resulted in harm to Your life or health.

Dangerous Professions – occupation related to a very high level of risk: fulfilling work duties for security services; serving in armed forces; working in the oil extraction and/or oil processing industry, at metal foundries, in ship repairing companies; participating in bombing and/or mining, underground and/or mining works, or works carried out at great heights (more than 5 metres), as well as working as a maritime worker, stunt performer, tester, rescuer, or diver.

Professional Sports Competitions and Trainings – engagement in a sport that 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 or exercises characterised by high speed and high risk, e.g.: mountain climbing, auto racing, boxing, BMX, sailing in more than 24 miles from the shore, downhill mountain biking, hang-gliding, parachuting, mountain skiing, kite-boarding, conducting an airplane, recreational or ultra-light aircraft and hot-air balloons, motorcycle sport, diving (where the depth dived exceeds 30 metres), gliding, paragliding, mountain hiking without mountain climbing equipment at a height over 2,500 metres, skijoring, snowboarding, bike trials, speleology, etc. If You are engaged in any particular sport that is not listed here but may be classified as a high-risk activity, please consult with Us before purchasing a policy.

Carrier – any company authorised to provide charged passenger and baggage carriage services on regular routes by land, water, or air.

Repatriation – the transportation of Your remains to an airport in the Country of Domicile, if transportation is made by air, or to a morgue, if transportation made in some other way.

Illness – an unexpected illness, which has not revealed itself before a Trip, or exacerbation of a chronic illness, as a result of which You require emergency medical care.

MEDICAL EXPENSE INSURANCE

1. What is insured

If Your health condition worsens during a Trip as a result of an Accident or Illness, We will cover the following:

- medically justifiable expenses with regard to Your emergency treatment Abroad;

- reasonable transport expenses for:
 - > Your transportation to a medical treatment institution and from the medical treatment institution to a place of lodging;
 - > Your early return to the Country of Domicile (if Your health condition allows such transportation);
 - > Repatriation, as well as the purchase of a coffin necessary for Repatriation;
- ¾ At the request of Relatives, the cremation of remains in a Foreign Country, in which an Insured Event occurred, and the transportation of an urn to Your Country of Domicile may be organised.
 - > the transportation of a child, who went on a Trip together with You, to the Country of Domicile, if You are unable to return from the Trip within the planned time due to an Accident or Illness;
 - > transport expenses for the trip of one Relative to You (from and back to the Relative's Country of Domicile), if You are unable to return from a Trip within the planned time and You have to spend at least ten days in hospital due to an Accident or Illness;
- ¾ We will not cover any transport expenses described in Section 1 hereof for a Trip to/from the Relative's or Your Country of Domicile that exceed the volume of transport expenses for a trip to/from the Republic of Latvia.
- expenses for the prolongation of Your Trip, if You are unable to return from the Trip within the planned time due to an Accident or Illness.
- ¾ If any expenses described in Section 1 hereof exceed EUR 1,000, We request that You or Your Relative to contact Us before paying for these expenses. We will inform You what steps to take and provide information about further actions.

2. What is not Insured

We will not cover expenses incurred:

- for treatment Abroad, if You have planned it before starting Your Trip;
- for any preventive checks, diagnostics, or vaccination;
- due to pregnancy (starting from the 28th week of pregnancy) or childbirth, except if it is related to the provision of emergency medical care after an Accident;
- due to Illnesses or injuries, the symptoms of which have already emerged before a Trip;
- with regard to rehabilitation, cosmetic treatment, plastic surgery, psychotherapeutic and psychiatric treatment, treatment by unconventional treatment methods, prosthetic care, cardiovascular surgeries, transplantation of organs or tissue.

ACCIDENT INSURANCE

3. What is insured

If the risk specified in Your insurance policy occurs during a Trip as a result of an Accident, We will pay indemnity for the following:

- Death – in the amount of the Sum Insured to an heir in accordance with regulatory enactments, if the death of the Insured Person occurred as a result of an injury no later than within one (1) year following the date of the Accident;
- 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 Disability restricting functional ability, 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%

4. What is not Insured

We will not pay an insurance indemnity, if:

- An Accident has occurred due to chronic, inborn, degenerative or other illnesses, as well as inborn or obtained physical defects.

CIVIL LIABILITY INSURANCE

5. What is insured

If You have caused harm to a Third Party, his/her life, health or property during a Trip, We will indemnify the following losses and expenses:

- material losses related to the treatment or death of the Third Party;
- for the elimination or minimisation of damages caused to the property of the Third Party;
- lost income, which the Third Party would have received had the damage not been caused;
- litigation expenses related to the Third Party's claim against You, which have been previously agreed with Us.

6. What is not Insured

The following shall not be deemed to be Insured Events and We will not indemnify the losses incurred:

- by You, Your Relative or other persons sharing a household with You;
- by a legal entity that You represent, either directly or indirectly;
- if You are not found liable for harm in accordance with the relevant regulatory enactments;
- using land or water transport (except non-motorised and electrical land, and water vehicles, the maximum possible speed of which is set at 25 km/h in accordance with the manufacturer's specifications);
- from contractual or guarantee obligations;
- due to fines, late payment charges or claims arising from the application thereof;
- due to an infection, contagious disease, mental reactions, affective state, mental injuries/illnesses or other mental disorders or consciousness disorders, epilepsy or apoplexy seizure, chronically neurologic disorders with coordination disorders or muscular weakness;
- where a claim for losses or expenses is not submitted against You or You have not notified Us thereof within 3 years following the expiry of the insurance period;
- due to any harm caused by hunting or shooting;
- due to corruption, loss or destruction of any data carriers or information contained therein, cash, jewellery, precious stones, precious metals, works of art, antiques.

BAGGAGE AND PERSONAL BELONGINGS INSURANCE

7. What is insured

If Your Baggage is delayed for more than two hours after You arrive at the destination point of Your Trip, We will indemnify Your expenses for the purchase of basic necessities for the Trip.

If Your personal belongings are damaged or lost during the transportation of the Baggage or they are stolen or abducted during Your Trip, We will indemnify their repair expenses or expenses for the purchase of new equivalent items (if belongings cannot be repaired, are lost, stolen, or You have been deprived of them).

- ^{3/4} You must notify the relevant Carrier of any damage to or loss of the Baggage and submit the relevant statement issued by this Carrier to Us.

We will indemnify all Your expenses incurred during Your Trip to restore Your travel documents, driving licence, vehicle's technical passport, or payment card, if they have been damaged, lost, stolen or You have been deprived of their use during the Trip.

- ¾ We will pay an indemnity for losses related to the theft, deprivation of or illegal damage to personal belongings (incl. travel documents, driving licence, vehicle's technical passport, or payment card); all You need do is notify the police thereof pursuant to statutory procedures.

8. What is not Insured

We will not cover the following expenses:

- for damage caused to the Baggage by sharp objects, liquids, adhesive substances, or colouring agents;
- for damage to or loss (incl. theft or deprivation) of any video, audio, photo, computer and equivalent equipment, electrical devices and their accessories, jewellery (incl. watches), foodstuffs and alcohol, precious metals, antiques, tobacco products, banknotes, cheques, travel tickets, all kinds of securities, vouchers;
- for insignificant damage of a cosmetic nature (surface damage, wear, scratches, colour defects), which do not hinder the further functional use of the Baggage or belongings;
- if the police do not provide confirmation or You are unable to provide substantiation (e.g. an e-mail letter, record of a phone call, etc.) that the theft, deprivation of or illegal damages to personal belongings (incl. travel documents, driving licence, vehicle's technical passport, or payment card) have already been reported.

TRIP CANCELLATION, INTERRUPTION AND MISSED TRAVEL INSURANCE

9. What is insured

We will indemnify Your expenses for the following:

- **Cancellation of a Trip** – the advance payment made for a Trip, which has not been compensated by a Third Party (e.g. tour operator, airline, etc.), if You do not go on a Trip:
 - > due to a serious injury or unexpected acute illnesses suffered by You, Your Relative or travel companions, the first symptoms of which emerged after the entering into an Insurance Contract, and in-patient treatment is required, provided that the Insurance Contract was entered into at least three (3) days before the planned start date of the Trip;
 - > due to the death of a Relative or other travel companions;
 - > because Your documents necessary for Travel have been stolen or You have been deprived of their use before the start date of the Trip and their restoration within the necessary time is impossible;
 - > because significant damage was caused to movable or immovable property belonging to You (losses exceed EUR 1,000, Your presence is mandatory for the elimination of damages, or due to an investigation being initiated).
- **Interruption of a Trip** – the replacement of Travel tickets or the purchase of new tickets (including transfer to the airport for You to return to the Country of Domicile by economy class), if the started Trip is interrupted by the following:
 - > an illness, serious injury or death of You, Relatives or other travel companions during the Trip;
 - > the theft or deprivation of Your documents necessary for Travel during the Trip, if their restoration within the necessary time is impossible, meaning that the Trip cannot be continued;
 - > significant damage was caused to movable or immovable property belonging to You (losses exceed EUR 1000, Your presence is mandatory for the elimination of damages, or due to an investigation being initiated).
- **Missed Trip** – the replacement of Travel tickets or the purchase of new tickets in economy class, if You have missed arriving at the place of the start of the Trip or the place from which Your return to the Country of Domicile was planned, if:

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

INSURANCE INDEMNITY

15. If an Insured Event Has Occurred

Contact the competent institution and report an incident (in the case of an accident, contact a medical treatment institution; if a theft, deprivation of property, or road traffic accident has occurred, contact the police; if a fire has occurred, contact the Fire and Rescue Service), take measures to eliminate and minimise losses, 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 Insured Event – to request and obtain all necessary documents and information.

- ¾ Provide Us with all the information about the incident and associated expenses. If an event that may constitute grounds for a civil liability claim has occurred:
- send Us a written claim, if You have received any;
 - do not accept Your fault or mistake with regard to the causing of losses without Our consent (except to the court or law enforcement authorities);
 - do not offer or promise any compensation of losses without Our consent.

16. Reduction of an Insurance Indemnity

We are entitled to reduce the amount of the payable Insurance Indemnity, if:

- You or the Policyholder have/has received a full or partial indemnity from the person responsible for causing losses (incl. from the tour operator or the Carrier), or they have been indemnified by another entity, incl. another insurance company;
- You or the Policyholder are/is entitled to an Indemnity for the occurrence of the same Insured Risk in accordance with other insurance contracts – We are entitled to pay the Indemnity in proportion to the relation of the Sum Insured or limit of this Insurance Contract towards that determined in other contracts;
- an Insurance Indemnity for one or several risks, which have occurred during the Insurance Period, has reached the Sum Insured or the Indemnity Limit determined for the particular risk.

17. Exceptions

We are entitled to deny payment of an Insurance Indemnity, if an Insured Event has occurred:

- due to Your or the Policyholder's deliberate actions, incl. as a result of malicious intent or gross negligence;
- because of You operating a vehicle without holding a driving licence of the appropriate category or because You are banned from operating a vehicle and it is causally related to the incident;
- as the result of a pandemic or epidemic, except where COVID-19 insurance is in force;
- due to an infectious disease, against which preventive vaccination is recommended when staying in a particular region, but You have not received such vaccination;
- because of You training or participating in vehicle competitions or trials;
- because of You engaging in Extreme Sports Activities, Dangerous Professions, or because of You participating in Professional Sports Competitions or Trainings, unless otherwise specified in the Insurance Policy;
- if You or the Policyholder have/has not reported an Insured Event in a timely manner, making it impossible for Us to determine the precise amount of incurred expenses or losses;
- 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;
- outside the Insurance Period or the Trip Period;

- but You or the Policyholder have/has intentionally provided Us with false information or documentation, significantly affecting the assessment of an insured risk or possible losses, or have/has unlawfully increased the amount of losses;
- but You or the Policyholder have/has knowingly not satisfied the obligations specified in the Insurance Terms and Conditions.

18. 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 has been received.

DISPUTE AND COMPLAINT EXAMINATION PROCEDURE

All disputes, which arise or might arise between Us, You or the Policyholder, 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 statutory regulations 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 about 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 statutory regulations 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).