Accident insurance terms and conditions

No. LV-01/01-03
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If You have any questions, please contact Us at:

- 82222
- (+371) 206 82 222 (When calling from abroad)
- balcia@balcia.lv
- www.balcia.lv
- Balcia insurance App (App store & Google play)

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

- atlidzibas@balcia.lv
- www.balcia.lv
- Balcia insurance App (App store & Google play)

DEFINITIONS

Insurer or **We** — Balcia Insurance SE.
Insured or **You** — a person, who has an insurable interest and in whose interests the insurance contract has been entered into.
Policyholder — a person, who has entered into an insurance contract with Us.
Beneficiary — a person entitled to receive an insurance indemnity in cases determined in the insurance contract.
Sum Insured — the amount that cannot be exceeded by the indemnity and benefits paid under the insurance contract. For each scope of insurance, the Sum Insured is specified separately in the policy.
Accident — a sudden and unexpected event during the validity period of the insurance contract, in which Your body is subjected to external force regardless of Your will and has resulted in bodily injury, health problems or death.
Temporary Incapacity to Work — a condition in which Your ability to work, study or act is temporarily impaired as a result of an Injury, which is confirmed by a sick-leave certificate issued pursuant to the procedures laid down in the regulatory enactments of the Republic of Latvia.
Recurrent Fracture — a fracture of a bone occurring at the site of a previous fracture within 12 months.
Dangerous Professions — occupation related to a very high level of risk: fulfilling work duties for security services; serving in the 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 works; underground works; works at great heights (more than 5 meters); working as a maritime worker, stunt performer, rescuer or diver.
Professional Sports Competitions and Trainings — practising sports which is the object of Your professional activity, on the basis of an employment contract or a civil contract.
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, 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 special kind of sports that is not listed here but may be classified as a high-risk activity, please consult with Us before purchasing a policy.

ACCIDENT INSURANCE

1. What is Insured

If the risk specified in Your insurance policy occurs as a result of an Accident, We will pay an 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.
- **Medical Expenses**: if within 30 months from the Accident, You have incurred expenses for: treatment in medical facilities operating on the basis of permits required by law, medications and dressings, orthopaedic items and other treatments prescribed by a doctor, operations to remove scars , disfigurement, justified medical transport and rehabilitiation, we will reimburse You for the costs incurred.
- **Hospital Costs**: every day spent at a 24/7 in-patient facility due to an Injury, except rehabilitation.
- **Daily Allowance**: inability to work, which has occurred as a result of an Injury (up to 180 days during the policy period).
- **Permanent Disability (Disability)**: Disability is permanent if the normal function of the body or part of the body has not recovered within one (1) year following the date of the Accident.

Permanent disability shall be determined by Our medical expert based on the medical documents You have submitted after one (1) year from the Accident, taking as a basis Your health at the time of determining the disability. When determining the Disability, only the severity and nature of the disability are consider and not Your job, hobbies, lifestyle, etc. or the degree of disability determined by the state and/or loss of capacity for work or decreased income. An Insurance Indemnity will be calculated by multiplying the Sum Insured determined for the Disability by the percentage value determined in the table below for the degree of functional impairment (Disability):

Degree of Disability	Percentage value
Profound disability: complete impairment of body functions and structures, that is present >95% of the time, with an intensity that totally disrupt daily activities and occurs daily, i.e. You require constant assistance for daily activities	**100%**
Severe disability: severe impairment of body functions and structures, that is present >50% of the time, with an intensity that partially disrupt daily activities and occurs frequently, i.e. You are able to perform light and short-term activities, but significantly depend on assistance in daily activities	**50%**
Moderate disability: moderate impairment of body functions and structures, that is present >25% of the time, with an intensity that interferes with daily activities and occurs occasionally, i.e. You do not require constant or significant assistance, but Your capacity has diminished, e.g. loss of memory, impaired speech, difficulties in communication, etc.	**25%**

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 a heir in accordance with the regulatory enactments, if Your death occurred as a result of an Injury no later than within three (3) years following the date of the Accident.
- **Expenses for the Adaptation of a Dwelling**, which have occurred as a result of adapting Your place of residence, if Your movement is hindered and You have profound, severe, or moderate movement disability.

- **Additional Expenses in Case of Temporary Incapacity for Work**: the following expenses, if Your movement is impaired due to an Injury in a way that the doctor has prescribed bed care for up to one (1) year following the date of the Accident:
  - for necessary doctor's or nurse's services;
  - for the cleaning of Your dwelling;
  - for the purchase of food and other necessary items.
- **Employer's Financial Losses**: the following expenses incurred by Your employer, if You suffered an Injury during the fulfilment of Your work duties, which resulted in Death or Disability Risk, if it occurred no later than within one (1) year following the date of the Accident:
  - legal representation costs in relations with state institutions;
  - costs of hiring a new employee for the period not exceeding ninety (90) days following the occurrence of the Accident.
- **Consultations by Support Specialist**: costs of psychological, social or medical consultations to You or Your relative of the first degree of kinship within the period not exceeding ninety (90) days following the occurrence of an Accident.
- **Financial Losses in the Event of Cancellation of a Camp due to the Child's Injury**: we will reimburse You for the costs of the camp, departure, which were to take place during the insurance period, if Your child cannot benefit from them due to the Injury.
- **Family Leisure** expenses for ensuring Your wellbeing or the wellbeing of Your child after an Accident.

Alcohol, narcotics and other psychotropic substances are excluded.

- **Critical Illness**: in the amount of an insurance indemnity, if You are diagnosed with one of the illnesses included on the List of Critical Illnesses in Appendix No. 2 for the first time after at least ninety (90) days following an Insurance contract (or previous Insurance contract, if entered into repeatedly) coming into force.
- **Civil liability**: We will indemnify for direct material losses incurred by a third party (a person who is not related to a contractual relationship or kinship with You or the Policyholder) if the Insured accidentally or through negligence causes damage to the health and / or property of a third party. Civil liability insurance does not cover Your liability as a homeowner and motor vehicle driver/owner, Your professional, economic, business and other paid activities.

2. What is not insured

We will not pay an insurance indemnity, if:

- You, the Policyholder or the Beneficiary have/has intentionally caused or promoted the occurrence of an Accident;
- an Accident or injury resulted from congenital or acquired physical defects, any diseases, except for diseases caused by an animal bite or sting;
- an injury results from a Recurrent Fracture, recurrent rupture of tendons, ligaments, damage to the meniscus, or recurrent dislocation of the joint;
- an Accident has occurred due to 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 are banned from driving and it is causally related to an Accident;
- 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 otherwise stipulated in the insurance policy;
- an Accident has occurred due to engagement in Extreme Sports Activities, unless otherwise stipulated in the insurance policy;
- 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 0.5 prom and the concentration of alcohol is clearly determined in the documents certifying performed examinations;
- an Accident was caused by war, terrorist acts, military actions or hostile actions of a foreign country.

INSURANCE CONTRACT

3. Entering into the Contract

Upon entering into the insurance contract 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 insurance contract and payment is made in acceptance of Our offer.
Towards the expiration of the insurance agreement, We have the right to prepare and send a new offer of the insurance agreement. Payment for the new offer, if made in accordance with the offer, will confirm the conclusion of the new insurance agreement.

4. Termination of the Contract

The Policyholder shall be entitled to terminate the insurance contract at any time by giving Us prior notice of such intention.
Regardless of the reason for the terminating of the insurance contract, the Policyholder shall be obliged to ensure the 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 unused 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 the necessary 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 or benefit by requesting and obtaining all necessary documents related to the Accident.

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 Motor Insurance Act;
- 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, or knowingly failed to follow Our requirements, related to the handling of a claim;
- You or the Policyholder have purposely provided Us with false information or documentation affecting the assessment of an insured risk or possible losses, or unlawfully increasing the amount of the losses.

8. Decision

A decision on the payment of the insurance indemnity will be taken and sent to You no later than five (5) days from the date of receipt of all documents relevant for determining the causes, circumstances and consequences of the insured event, as well as and for calculating the amount of the insurance indemnity.

DISPUTE AND COMPLAINT EXAMINATION PROCEDURE

All disputes, which arise or might arise between Us and the Policyholder, You or the Beneficiary, 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), to the Ombudsman of the Association of Latvian Insurers (www.laa.lv) or court in accordance with the laws and regulations in force in the Republic of Latvia.

If You, or the beneficiary wish to make a complaint to Us, you may do so by:

- writing to the e-mail to address: balcia@balcia.lv or using the Balcia website www.balcia.lv;
- calling (+371) 206 82 222;
- sending by mail or submitting a complaint to Balcia's central office, 63 K. Valdemāra iela Riga, LV-1142, or any Balcia representative office.

More detailed information on how complaints are handled is publicly available on our website www.balcia.lv under "Legal Stuff".

OTHER TERMS

- Information about Our processing of personal data is contained in the Privacy Policy, which is publicly available on Our website www.balcia.lv.
- The Insurance Contract Law of the Republic of Latvia shall apply to rights and obligations not provided for in these terms and conditions or in the Insurance Contract and to the regulation of legal relations arising out of these terms and conditions and out of the insurance contract.
- We are bound by national and international sanctions, so if We receive information that any of the sanctions have been applied directly or indirectly to You, the Beneficiary or the Policyholder, We have the right to terminate the insurance contract unilaterally and immediately. If any payment may breach the sanctions, such payment may not be made while such sanctions are in force.
- In the event of any inconsistency between the Latvian language text of these terms and conditions and the translation of these terms and conditions into any foreign language, the Latvian language text of these terms and conditions shall prevail and be binding on the parties.
- Supervision of the insurance market in the Republic of Latvia is carried out by the Bank of Latvia (address: K.Valdemāra iela 2A, Riga, LV-1050, website: www.bank.lv, e-mail address: info@bank.lv).

APPENDIX NO. 1

Fractures and Injuries

HEAD

50%	Fractures of the skull vault and base
30%	Fracture of the cranial vault
30%	Skull base fracture
10%	Fracture of the front wall of the upper jaw, cheekbones, orbit, frontal cavity
4%	Tooth trauma (regardless of the number of damaged teeth)
5%	Nasal bone, nasal cartilage and mandibular fracture

PELVIC BONES, LEG

45%	In the case of 2 and more bones
25%	Fracture of pelvis, rupture of ligament, head of femur, fracture of neck
20%	Fracture of the femur
9%	Kneecap fracture Fracture of the big or small bone of the lower leg Ankle fracture
4%	Fracture of the base of the foot and metatarsal bone (regardless of the number of broken bones)
4%	Loss of a toe

SHOULDER, THORAX

25%	3 or more fractures
9%	Fracture/s of spine 1-2 vertebra, transverse process or cuspid process, arch, articular process
8%	A fracture of the sternum, clavicle, scapula, or rupture of the joint of these bones
8%	Fracture of coccyx and/or sacrum
4%	Ribs (regardless of the number of broken ribs)

ARM

12%	2 forearm fractures
9%	Fracture of upper arm bones, clavicle, elbow joint
8%	Fracture of the bones of the forearm
4%	Fractures of the basic bones of the wrist, metacarpal bones, (regardless of the number of broken bones)
4%	Loss of any finger
4%	Fracture of a finger, (regardless of the number of fingers broken)

Injuries

Brain concussion
- During outpatient treatment - 3%
- Inpatient treatment - 7%
- Brain contusion (CT confirmed) subdural- 25%, epidural - 15%, subarachnoid haemorrhage - 8%

Hearing organs and eyes injury
- Eye injury, external ear injury - 2%
- Internal ear damage - 3%
- Eye damage with outpatient or inpatient treatment - 5%

Joint sprains, dislocations
- Dislocation of the lower jaw, upper jaw, hand, foot, fingers - 2%
- Knee joints, elbow joints, dislocation of the shoulder joint, rupture of the shoulder joint capsule - 5%
- Dislocation of the hip joint, spine vertebral dislocation - 12%

Rupture of ligaments and tendons, damage to peripheral nerves
- Any ligament strain (without immobilization / fixation) - 1%
- Any ligament strain (with immobilization / fixation) - 2%
- Rupture of any tendons, nerve damage - 3%
- Meniscus damage without surgery - 1%
- Meniscus damage with surgery - 3%
- Achilles tendon injury without surgery - 6%
- Damage to the Achilles tendon if surgery is performed - 9%

Other insured events
- Tick-borne encephalitis, tick-borne myelitis, tick-borne encephalomyelitis, Lyme disease, if the disease is confirmed by Borrelia Burgdorferi IgM and IgG confirmatory test - 2%
- Electrocution, snake, animal, insect bite requiring inpatient treatment: 1-7 days - 2%, more than 7 days - 5%

Wounds, bruises
- Bruised, lacerated, sawed, cut, puncture wounds, extensive skin abrasions, surgically treated hematoma, nail plate detachment animal costal wounds (treated) - 1%
- Lacerated, sawed, cut, stab wounds, animal costal wounds (stitched) - 3%

Body burns and frostbite
- (grade II -2%, III-3%, and IV-4%) that caused pigmentation spots or post-burn scars for each damaged body surface

! 1% of the body surface is comparable to the size of the patient's hand

Injuries to internal organs
- Respiratory and digestive tract mechanical or chemical damage, traumatic contusion of organs, rupture without surgery - 15%
- Organ damage if performed surgery, traumatic back brain damage, hemorrhage spinal cord - 30%

Injuries and fractures

- In cases of bone fractures and dislocations, the submitted medical documentation must contain radiological confirmation of these diagnoses.
- If several damages to one body part or one organ system have occurred as a result of one Accident, the insurance compensation is paid only for the most severe damage.
- If several body parts or several organ systems have been damaged as a result of one Accident, then the insurance compensation is paid for each one.
- If one bone is broken in several places, as a result of one Accident, then it is considered a single bone fracture.
- The loss of a tooth is considered if the largest part of the tooth is lost, or the root of the tooth is broken, provided that the tooth was real and anatomically healthy at the time of the damage. The insurance compensation is not paid for damage and/or loss of teeth in case of biting (chewing) or any diseases (e.g. caries, bruxism). Up to the age of 6, in the case of the loss or damage of milk teeth, ½ of the allowance is paid.
- The following are not considered Insurance cases: stress fracture – bone fracture caused by repeated or unusual long-term exposure, hernias of the anterior abdominal wall, diaphragm, groin or intervertebral disc caused by heavy lifting.

APPENDIX NO. 2

No.	Name of a Critical Illness	Description of a Critical Illness	Terms and conditions necessary for the declaration of a Critical Illness as an Insured Event and for the payment of an Insurance Indemnity
1	Myocardial infarction	Is acute, irreversible damage to (necrosis of) the heart muscle tissues that has developed due to insufficient artery blood flow in a particular segment of the myocardium.	1. New lesions typical of myocardial infarction found through electrocardiography; 2. Prolonged typical chest angina; 3. Increase in the blood serum activity of ferments is typical of myocardial infraction (LDH, CK, CK-MB, troponins T and I); 4. No Indemnity shall be paid for an acute myocardial infraction without increase in ST segment.
2	Cerebral infarction (stroke)	An acute cerebrovascular disorder, usually due to cerebral tissue infraction as a result of non-traumatic haemorrhage or blockage of arteries and causing fixed neurological deficit persisting longer than 24 hours.	1. Where the fixed neurological deficit persists for at least 12 weeks following the cerebral infarction and this is confirmed by the physician-neurologist and a new computer tomography or magnetic resonance tomography. 2. Cerebral infarction as a result of external injuries (accident) shall be a Non-Insured Event. 3. Cerebral ischemic attacks persisting less than 24 hours.
3	Malignant tumour (cancer)	Malignant tumours (cancers) are a group of diseases, characterised by incontrollable spread of genetically malignant cells and ability of such cells to damage surrounding tissues and spread into other parts of the body (metastasize).	1. An Indemnity shall not be paid if the following was diagnosed: 1.1. Any pre-malignant condition; 1.2. Cervical dysplasia, cervical intraepithelial neoplasia (any CIN stage); 1.3. Any non-invasive cancer (cancer in situ, in accordance with TNM Classification Tis); 1.4. Prostate cancer, stage I (in accordance with TNM Classification, T1 including T1a, T1b, T1c); 1.5. Urinary bladder, stage I (in accordance with TNM Classification, T0 or T1); 1.6. Papillary carcinoma, stage I (in accordance with TNM Classification T0 or T1); 1.7. Lymphogranulomatosis, stage I; 1.8. Skin cancer (except for malignant invasive melanoma from stage III in accordance with Clark classification); 1.9. Chronic lymphocyte leucosis; 1.10. The cancer d
4	Chronic kidney deficiency	Chronic and irreversible functional kidney deficiency requiring regular haemodialysis is necessary	1. Regular hemodialysis for a period of at least 6 months or kidney transplantation surgery must be carried out. 2. The diagnosis and the necessity for dialysis must be confirmed by a nephrologist.
5	Multiple sclerosis	An autoimmune disease of the central nervous system affecting the coating of nerve fibres	1. Magnetic resonance imaging shows at least two lesions of demyelination. 2. An increase in IgG index and oligoclonal bands in the cerebrospinal fluid. 3. The diagnosis is to be confirmed by a neurologist.

No	Name of a Critical Illness	Description of a Critical Illness	Terms and conditions necessary for the declaration of a Critical Illness as an Insured Event and for the payment of an Insurance Indemnity
6	Blindness	Full irreversible loss of sight due to an acute disease	1. The diagnosis must be supported by objective tests (sciascopy, refractometry, spectral compensation, etc.). 2. Full irreversible loss of sight must be confirmed by an ophthalmologist within three months of detecting the disease or trauma. 3. In the event of loss of sight in one eye, 50% of the Indemnity shall be paid out.
7	Deafness	Permanent and irreversible loss of hearing due to an acute disease.	1. The deafness is confirmed by testing the auditory threshold of at least 90 db. 2. The diagnosis must be confirmed by an otorhinolaryngologist. 3. In the event of loss of hearing in one ear, 50% of the Indemnity shall be paid out.
8	Loss of speech	Total loss of the ability to speak as a result of traumatic lesion or disease.	1. Where the speech is lost due to surgical and pharmaceutical treatment of a disease. 2. The diagnosis must be confirmed by an otorhinolaryngologist. In certain cases, loss of speech may be temporary. 3. If full loss of speech persists for a period of 6 months from the date of diagnosis.
9	Alzheimer's disease before the age of 60	Decline in cognitive function, passivity in daily activities, changes in behaviour, neuropsychiatric symptoms	1. An Indemnity shall be paid where all of the following conditions are satisfied: 1.1. the illness has been diagnosed before the person in question turned 60; 1.2. It was confirmed by typical neuropsychological and neural imaging data (e.g. computed tomography, magnetic resonance imaging); 1.3. loss of intellectual abilities has been diagnosed, manifesting by disorders of memory and cognitive function, which lead to a significant impairment of mental and social function; 1.4. personality has changed; 1.5. slowly progressing illness and steady deterioration of cognitive function; 1.6. consciousness has not been impaired; 1.7. the Insured Person requires constant care 24/7. 2. The diagnosis of the illness and the need for care shall be determined and confirmed by a neurologist. An Indemnity shall not be paid if other forms of dementia are diagnosed due to brain, systemic, or mental illnesses. 3. The condition shall be confirmed by medical documents and persist for at least 3 months.

No	Name of a Critical Illness	Description of a Critical Illness	Terms and conditions necessary for the declaration of a Critical Illness as an Insured Event and for the payment of an Insurance Indemnity
10	Parkinson's disease before the age of 60	Evident symptoms of involuntary hand tremors, muscle rigidity, and slowness of body movements	1. An Indemnity shall be paid where all of the following conditions are satisfied: 1.1. at least two of the following clinical signs must have been diagnosed: muscle stiffness (rigidity); tremor; bradykinesia (significantly slowed movements, sluggishness of physical and mental response); 1.2. complete inability to do at least 3 of the following 6 daily activities without assistance for at least three (3) consecutive months: wash up or use other means to wash up; dress, undress, button up, and unbutton clothes; feed one self; maintain adequate personal hygiene when using the toilet or otherwise control bladder and bowel function; move from room to room on the same floor; get up / get out of bed to a chair or a wheelchair and back. 2. If the above-listed clinical signs changed due the implantation of a brain neurostimulator, this shall be considered an Insured Event regardless of daily abilities. 3. An Indemnity shall not be paid in the following cases: 3.1. diagnosis of secondary Parkinson's disease (including drug- or toxininduced Parkinson's); 3.2. diagnosis of sudden tremors; 3.3. diagnosis of Parkinson's along with other neurodegenerative diseases.
11	Addison's disease	A decrease in the level of cortisol and an increase in the level of adrenocorticotropic hormone (AKT H) in the blood	1. Adrenocortical insufficiency due to damage to both adrenals resulting in partial or full disappearance of adrenal hormone function. 2. The disease must be diagnosed by an endocrinologist in accordance with the disease diagnostics criteria valid on the date of the diagnosis. 3. The Insured Person is to be treated with hormones for at least 3 months and such treatment is continued.
12	Systemic lupus erythematosus	Chronic inflammatory autoimmune disease where the immune system starts to destroy (affect) healthy tissues of the body	1. The diagnosis must be confirmed by a rheumatologist; 2. The blood test (carried out serologic testing) shows antibodies to native RNP or antibodies to Sm antigen or Lupus cells.