



Balcia
INSURANCE

CITY COMBO INSURANCE TERMS

Terms No. EE-081/02
Valid from 01.07.2022

Feel safe with Balcia CITY COMBO insurance!

We have created CITY COMBO insurance to provide financial security and support to You and Your loved ones if you unexpectedly damage your property or injure yourself or other people while riding a bicycle or scooter.

Insurance territory: Republic of Estonia

If you have any questions, please contact us at:

-  (+372) 69 91575
-  citadele@balcia.ee
-  www.balcia.lv

Stay safe!
Your Balcia

DEFINITIONS

Insurer or We – Balcia Insurance SE.

Insured or You – a person specified by the Policyholder in the Insurance Agreement who has an insurable interest and in whose favor the Insurance Agreement has been concluded (in relation to the obligations referred to in these Terms, also the legal representative of this person).

Policyholder – a person who has concluded an Insurance Agreement with Us.

Sum Insured – The amount of money specified in the Insurance Agreement or the amount of money calculated in accordance with the procedures specified in the Insurance Agreement, which cannot be exceeded by the sum of the insurance indemnity (including the total amount of several insurance indemnities). The sum insured may be determined separately for each insured risk or group thereof.

Beneficiary – a person specified in the Insurance Agreement and who has the right to receive an insurance indemnity in the cases specified thereof.

Accident – a sudden and unexpected event occurring during the term of the insurance contract, independently of the person's will and resulting in damage to the person's life or health.

Deductible – the amount specified in the Insurance Agreement as a specified amount or percentage on the amount of loss calculated in accordance with these Terms, which will be deducted from the to-be-paid insurance indemnity.

Policy – a document confirming the conclusion of the Insurance Agreement and containing the terms and conditions of the Insurance Agreement agreed upon by Us and the Policyholder, the information provided by the Policyholder about the Vehicle, the Beneficiary and the Insured.

Relatives – include the following persons:

- Your spouse or a person with whom You share a household;
- Your children and grandchildren, their spouses or people with whom they share a household;
- Your parents, grandparents, brothers and sisters.

Third person – a person who is not the Policyholder, You or a Relative.

Vehicle – a bicycle or scooter owned or legally used by You or a Relative that is not subject to compulsory registration.

Professional sports competitions and training – engaging in a sport that is your main occupation, incl. preparation for and participation in sports competitions.

VEHICLE INSURANCE

1. What is insured

We will pay insurance indemnity for damage to or loss of the Vehicle if it happens due to the following reasons:

- Fire** – unexpected and uncontrolled open flame combustion, including the effects of smoke, soot and fire-fighting equipment (water, foam, etc.).
- Explosion** – sudden flare-up of gas or vapor.
- Lightning strike** – the effect of a direct lightning strike on the Vehicle.
- Fall of manned aircraft, its parts or cargo** – Vehicle direct exposure to the fall of a manned aircraft or unmanned aerial vehicle, its parts or cargo.
- Storm** – losses incurred to the Vehicle due to a storm are covered, incl. freely falling trees, poles, building structures and other objects.
- Hail** – atmospheric precipitation in the form of ice granules.
- Snow impact** – damage to the Vehicle due to the effects of snow, provided that the effects of the snow are caused by continuous, heavy snow or damage to the roof or structure due to the effects of snow.

- Damage done by third parties** – illegal acts or omissions of a third party, as a result of which the Vehicle is damaged, becomes partially or completely unusable or loses its value.
- Theft** – secret or overt theft of the Vehicle, if it has been committed illegally by Third Parties:
 - > by entering enclosed spaces with obvious signs of intrusion - breaking, mechanically damaging obstacles or damaging locks installed to restrict unauthorized access to the premises;
 - > by breaking, mechanically damaging or disengaging the security locks by which the Vehicle is attached to a fixed object connected to the ground or a building.
- Robbery** – hijacking a Vehicle if it involves violence or a threat of violence to You or a Relative.
- Collision** – during the insurance period, we will pay the insurance indemnity if the Vehicle is damaged in the event of a collision with another vehicle, obstacle, pedestrian, animal or other object.

2. What is not insured

The following are not considered as insured events and We shall not indemnify losses that incurred:

- due to wear and corrosion;
- due to temperature fluctuations, atmospheric conditions or chemicals;
- under the influence of pests, rodents or other animals;
- due to Vehicle repair or reconstruction work;
- due to damage to the Vehicle, the compensation of which is the responsibility of the manufacturer or supplier in accordance with regulatory enactments or the contract (for example, the manufacturer's warranty);
- as expenses for regular maintenance, repair, cleaning, routine or emergency maintenance of the Vehicle and its construction equipment, including replacement of worn parts;
- from mechanical damage or breakage of the Vehicle without the influence of external forces.

ACCIDENT INSURANCE


3. What is insured

If You, Your Relatives health or life has suffered damage as a result of an Accident, We will pay an insurance indemnity for:

- Trauma** in accordance with Annex no. 1. The Insurance indemnity will be calculated by multiplying the Sum Insured specified in the insurance policy for the Injury Risk by the percentage for the respective injury.
- Hospital allowance** – for each day spent in a hospital due to Trauma.
- Disability** – as a result of the Trauma, You or Your Relative have been diagnosed with a Disability no later than 1 (one) year after the date of the Accident.

The insurance indemnity will be calculated by multiplying the Sum Insured for the Disability Risk by the percentage of the functional disability restriction (Disability which must be established by the law) specified in the table below:

Degree of disability	Percentage
Group I	100%
Group II	50%
Group III	25%

-  If the insurance indemnity has already been paid for the same Accident, the insurance indemnity for the occurrence of the "Disability" risk is reduced by the amount already paid for the "Trauma" risk.
- Death** – in the amount of the Sum Insured to the Beneficiary (or the heir in accordance with the regulatory enactments of the Republic of Estonia, if the Beneficiary is not specified in the insurance contract), if the Insured died as a result of the Trauma and it occurred no later than 1 (one) year after the Accident.

4. What is not insured

Losses due to chronic, congenital, degenerative or other diseases, as well as due to congenital or acquired physical defects, or due to abnormal or repeated fractures or rupture of ligaments.

CIVIL LIABILITY INSURANCE

5. What is insured

We will pay the insurance indemnity to the Third Party, whose life, health or property You or Your Relative accidentally damaged while travelling in any type of vehicle not subject to compulsory registration (including roller skates, onewheelers) or while performing everyday activities not related to the performance of business, official or professional duties, if as a result of an Accident the Third Party has been damaged by Your Vehicle:

- material damage related to the medical treatment or death of a Third Party;
- damage to the property of a Third Party;
- litigation costs previously agreed with Us in connection with a Third Party claim against You;
- reasonable minimum rescue costs associated with urgent measures to prevent or reduce damage, even if such measures are not successful.

6. What is not insured

The following are not considered as insured events and We shall not indemnify losses that incurred:

- property that has been transferred for Your or a Relative's use in accordance with a contract or other basis;
- which You are obliged to reimburse under a contract or guarantee;
- due to loss of income or intangible/non-pecuniary damage, fines, default interest, or claims arising from their application;
- if they are not reimbursable in accordance with the regulatory enactments in force in the Republic of Estonia.

INSURANCE CONTRACT


7. Conclusion of the Agreement

By concluding the insurance agreement, You and the Policyholder confirm the veracity of the provided information. The insurance agreement will enter into force after signing the agreement. If a Policyholder fails to pay a single premium or the first premium within 14 days after entry into the insurance contract, the Insurer has the right, as long as the premium has not been paid, to withdraw from the insurance contract. The Insurer is presumed to have withdrawn from the contract if the Insurer does not file a statement of claim to collect the insurance premium within three months after the premium becomes collectable. If the insurance premium or first insurance premium which has become collectable has not been paid by the time the insured event occurs, the Insurer is released from its performance obligation.

If We receive the respective consent, then 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 insurance agreement.

If the Policyholder fails to pay the second or a subsequent premium in time, the Insurer may, in a form which can be reproduced in writing, set a term of at least two weeks for the Policyholder to pay.

 The above mentioned consent may be revoked at any time by giving Us a prior notice.

8. Termination of the Agreement

The Policyholder has the right to terminate the Insurance Agreement at any time by notifying Us in advance.


Irrespective of the reason for termination of the Insurance Agreement, the Policyholder is obliged to ensure the payment of the premium for the insurance period until the date of termination of the Insurance Agreement. Upon termination of the Insurance Agreement unless otherwise provided by regulatory enactments, We will refund to the Policyholder the unused part of the insurance premium in proportion to the remaining insurance period.

INSURANCE INDEMNITY

9. If an insured event has occurred

Contact the competent authority and report the accident (to the police in case of theft, robbery or a traffic accident; to the fire and rescue service - in case of a fire; to the emergency service - in case of an explosion, etc.), take measures to prevent and reduce damage, ensure that the circumstances of the accident and the objects damaged in the accident have been photographed or filmed, and as soon as it is possible - contact Us.

We will advise You on what to do and agree on the next steps.

-  Provide Us with all the information about the Accident and the costs associated with it. In the event of a case which may give rise to a claim for civil liability:
- send Us a written request, if You have received one;
 - do not admit Your guilt or wrongdoing without Our consent (except to a court or law enforcement);
 - do not offer or promise any damage reimbursement without Our consent.

10. Calculation of insurance indemnity

Vehicle insurance

We will determine the costs of purchasing a Vehicle of the same type and similar quality or the costs necessary to restore the Vehicle to the previous quality as it was immediately before the occurrence of the Insured Event.

For a Vehicle not older than 2 years, the purchase cost will be calculated without taking into account its depreciation, while for a Vehicle older than 2 years, the purchase cost will be calculated by deducting 10% (ten percent) per year from the new Vehicle purchase costs.

In case of damage to the Vehicle, we will pay the Insurance Indemnity to You or pay for the repair expenses.

You can choose any repair service provider by agreeing with Us prior.

In the event of total destruction of the Vehicle (if the cost of its restoration (repair) exceeds 70% of the cost of purchasing the Vehicle), we have the rights to replace the Vehicle with an equivalent vehicle, pay the difference between the cost of purchasing the Vehicle before and after the accident, and reduce the indemnity, if the remains of the Vehicle remain in Your possession.

Accident insurance

Will be calculated in accordance with the procedure specified in the specific risk description (see Annex No.1), taking into account the amount of the Sum Insured.

Civil liability insurance

Will be calculated in accordance with the procedure specified in the specific risk description, taking into account the amount of the Sum Insured.

11. Reduction of insurance indemnity

We have the right to reduce the amount of insurance indemnity payable if:

- You, Relative or Beneficiary have received full or partial compensation from the person responsible for the damage, or you are entitled to compensation for expenses under the Motor Insurance Act (MIA);
- You, Relative or Beneficiary are entitled to the Indemnity for the occurrence of the same Insured Risk under other insurance contracts - We have the right to pay the Indemnity in proportion to the Sum Insured specified in each Insurance Contract;
- The insurance indemnity for one or more risks that have occurred during the insurance period has reached the Sum Insured specified for the specific risk.

12. Exceptions

We have the right to refuse to pay the insurance indemnity if:

- You, Relative, the Beneficiary or the Policyholder have not reported the insured event in time, and therefore we cannot determine the exact amount of expenses or losses incurred.
- expenses or losses have not occurred during the Insurance Period or have not arisen as a result of the occurrence of the insured risks;
- You, Relative, the Beneficiary or the Policyholder have intentionally provided Us with false information or documents that significantly affect the assessment of the insurance risk or potential loss, or have unlawfully increased the amount of the loss;
- You, Relative, the Beneficiary or the Policyholder have deliberately not fulfilled the obligations specified in the insurance terms;
- You, Relative, the Beneficiary or the Policyholder have intentionally caused or facilitated the occurrence of the insured event, incl. as a result of malicious intent or gross negligence;
- You, Relative, the Policyholder or the Beneficiary are under the influence of alcohol, narcotic, psychotoxic or other intoxicating substances and it is causally related to the Insured Event, unless the alcohol concentration in the body does not exceed the prescribed norm, and the alcohol concentration is clearly specified in the documents certifying the performed inspections;
- You or a Relative used the vehicle that is not a subject to compulsory registration for commercial purposes;
- You or Relative participate in professional sports competitions or trainings.

13. Decision

The decision on the payment of the Indemnity will be made and sent to you no later than within 7 (seven) days from the date of receipt of all documents that are important for determining the causes, circumstances and consequences of the insured event and calculating the amount of the insurance indemnity.

DISPUTE AND COMPLAINTS EXAMINATION PROCEDURE

All disputes which arise or may arise between Us, the Policyholder, a Relative, a Beneficiary or You shall be settled through negotiations. If the dispute is not resolved through negotiations, for the protection of Your interests You have the right to apply to the Consumer Protection and Technical Regulatory Authority

(<https://www.ttja.ee/en>) or to a court in accordance with the laws and regulations in force in the Republic of Estonia. Information on the procedure for reviewing complaints is publicly available on our website www.balcia.lv.

OTHER TERMS

- Information about Our processing of personal data is included in the Privacy Policy, which is publicly available on our website www.balcia.lv.
- We are bound by the sanctions imposed by the Republic of Latvia, the European Union, the United Nations and other applicable sanctions, and therefore We have the right to terminate the insurance contract unilaterally and immediately upon the application of the sanctions by sending a written notice if such sanctions are imposed directly or indirectly on You, the Policyholder or the Beneficiary. Any payments that would violate trade, economic or other sanctions or embargoes imposed by the Republic of Latvia, the European Union and the United Nations, as well as other applicable sanctions, may not be made while such sanctions are in force.
- The laws and regulations of the Republic of Estonia shall apply to the rights and obligations not stipulated in the Insurance Agreement and for the settlement of legal relations arising from thereof.
- If any discrepancies are found between the insurance terms and conditions of the respective type of insurance and the terms and conditions of the Policy, the Policy terms and conditions shall apply to the Insurance Agreement

- ☑ If any discrepancies are found between the text of these Terms in the Estonian language and the translation of the Terms in any foreign language, the Estonian text of these Terms shall prevail and be binding on the parties.
- ☑ The supervision of the insurance market in the Republic of Latvia is performed by the Financial and Capital Market Commission (address: Kungu Street 1, Riga, LV-1050, website: www.fktk.lv, e-mail address: fktk@fktk.lv).
- ⚠ After the entry into force of the Bank of Latvia Law, the Bank of Latvia (address: K. Valdemāra street 2A, Riga, LV-1050, website: www.bank.lv, e-mail address: info@bank.lv).

ANNEX NO. 1

Fractures and Traumas

HEAD

- 30%** Head Bones
Vault bone, base fractures - 30%
Vault and base fractures - 50%
- 10%** Facial bones
Fracture of the lower jaw, cheekbones and upper jaw
- 5%** Nasal fracture
- 4%** Tooth injury (for each tooth)

SHOULDER, CHEST

- 8%** Shoulders, chest
Fracture of sternum, clavicle, shoulder blade
- 9%** Spine
Fracture of vertebrae, transverse or pointed vertebrae, arch, joint fracture, tail and sacrum fracture
3 and more fractures - 25%
- 4%** Ribs
For each rib fracture



PELVIS, THIGH

- 25%** Pelvis, thighs
Pelvic bone fracture, hip bone head, neck fracture, femur fracture
- 11%** Lower leg, foot
Knee fracture,
Fracture of large or small tibia of ankle,
Fracture of ankle,
Fracture of the base of the foot and femur
- 4%** Toes
Regardless of the number of broken toes

UPPER ELBOW AND ELBOW

- 12%** Upper arm and elbow joint
Upper arm bone fracture
- 9%** Forearm, palm
Fractures of the forearm, carpal bones, metacarpal bones regardless of the number of broken bones - 9%
2 forearm bone fracture - 12%
- 4%** Fingers
Regardless of the number of broken fingers

Traumas

Concussion

- outpatient treatment 3%
- inpatient treatment 7%

Joint sprains, dislocations

- lower jaw, upper jaw, wrists, feet, toe dislocation 2%
- knee joint, elbow joint, shoulder joint dislocation, shoulder joint capsule rupture 5%
- dislocation of the hip joint, dislocation of the vertebrae 12%

Rupture of ligaments, tendons, damage to peripheral nerves

- rupture of any ligaments, tendons, nerve damage 3%
- meniscus damage with or without surgery 3%
- Achilles tendon damage without surgery 6%
- Achilles tendon damage if surgery is performed 9%

Wounds, bruises

- beaten, torn, sawn, cut, puncture wounds, extensive skin abrasions, hematoma, animal bite wound 3%

Body burns

- and frostbite causing tissue damage or scarring 2% -30%

Traumas and fractures

- The fact of a bone fracture is confirmed by a radiologist.
- If, as a result of one Accident, one bone is broken in several places, then it is considered to be one bone fracture.
- If two or more bones of one part are broken as a result of one Accident, we will indemnify for each of them by summing the indemnity specified in this Annex for each fracture, but not exceeding the Sum Insured specified in the Policy for the Risk of Trauma.
- If damage to several parts of one part has occurred in one Accident, We will indemnify for the most serious damage;
- If damage to several parts has occurred in one Accident, we will indemnify for each of them by summing up the indemnity specified in this Annex for each damage, but not exceeding the Sum Insured specified in the insurance policy for the Risk of Trauma.
- Compensation for traumatic dental injury and/or loss is only paid if there are also signs of trauma to the soft tissues of the mouth and/or face. Indemnity for dental injury and/or loss is paid only once during the term of the Insurance Agreement. Dental injuries caused by biting (chewing) and any diseases (such as bruxism) are not reimbursed.