

# TICKET INSURANCE TERMS AND CONDITIONS

No. LV-0161/01 Valid from 05/03/2022

Be safe with the Balcia TICKET insurance!

We have created TICKET insurance to provide You with financial security and support if you are unexpectedly unable to receive the Service for which You have purchased a ticket!

The insurance is valid from the time of purchase of the Service ticket until the time of provision of the Service specified in the Service ticket.

If You have any questions, please contact Us at:

- 32222 3 (+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

Stay safe!

Your Balcia

#### DEFINITIONS

Insurer or We - Balcia Insurance SE.

**Insured Person** or **You** – The holder of a ticket for the Service in respect of which ticket insurance has been purchased. If the ticket holder transfers the ticket to another person, the ticket insurance is automatically transferred to that person.

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

**Relative** – a person with whom You share a household.

Service – the service specified on the purchased ticket.

Household - immovable property (flat, building) that You use for your permanent residence.

# TICKET INSURANCE

#### 1. What is insured?

We will pay the insurance indemnity if, for the reasons listed below, you are unable to receive the Service at the time and place indicated on the insured ticket:

- You or a Relative suddenly fall ill or experience an accident;
- ☑ Your death or the death of a Relative;
- Restrictions imposed by the Centre for Disease Prevention and Control (CDPC) prohibit You or a Relative from receiving the Service;
- You missed the event due to vehicle related reasons;
- ✓ No more than 2 days before the Service, Your Home has suffered damage which prevents You from attending the place where the Service is to be provided;
- Due to a transfer or postponement of the Service if you are unable to receive the Service at the new time and place;
- Due to cancellation of the Service.

#### 2. What is not insured?

The following events are not considered as insured events and We will not pay any insurance indemnity:

- If the Service was received using the Service ticket;
- Failure to comply with the conditions for receiving the Service specified in the insured Service ticket.

# **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.

Ticket insurance can be purchased at the time the Service ticket is purchased.

#### 4. Termination of the contract

The Policyholder shall have the right to terminate the Insurance Contract at any time, but not later than 14 (fourteen) days before the time of provision of the Service specified in the insured ticket, by giving Us prior notice.

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 share of the Premium to the Policyholder in proportion to the remaining insurance period.

#### INSURANCE INDEMNITY

#### 5. If an insured event has occurred

Act according to the situation and contact Us as soon as possible. You must submit to Us:

- The insured Service ticket;
- information on the reason why it was not possible to receive the Service and supporting documents.

#### 6. Calculation of the insurance indemnity

We will reimburse the purchasing costs of Service ticket incl. costs of all added ancillary services (except insurance costs).

A The insurance indemnity for the season subscription or ticket package is calculated taking into account the unused ticket costs against the season subscription or ticket package, divided by the number of Services provided.

#### 7. Reduction of insurance indemnity

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

- ✓ You have received full or partial compensation from the person responsible for the damage, e.g. the organiser of the Service has reimbursed the cost of the ticket;
- ✓ You are entitled to an Indemnity for the same Insured Risk under other insurance contracts We are entitled to pay an Indemnity in proportion to the Sum Insured under each Insurance Contract.

#### 8. Exceptions

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

- ✓ 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;
- ☑ The losses incurred have not arisen as a result of the occurrence of the insured risks;
- ☑ If 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;
- ✓ You or the Policyholder have knowingly failed to comply with the obligations set out in the Terms and Conditions;
- You or the Policyholder have intentionally caused or contributed to the occurrence of the insured event, including through malice or gross negligence;
- The Service is cancelled due to circumstances which do not oblige the Service Provider to reimburse You for the cost of the ticket.

#### 9. Decision

A decision on the payment of an Insurance Indemnity will be taken and issued to You no later than five (5) 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.

▲ If, after the reimbursement has been paid, You have received full or partial reimbursement from another person for the purchase of the ticket, you must remit this amount to Us immediately.

# DISPUTE AND COMPLAINT EXAMINATION PROCEDURE

All disputes, which arise or might arise between Us and 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 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 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 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).