

# Travel insurance regulations No. 061

## Principles of ADB Gjensidige insurance

- We will find the insurance solution which will be most beneficial to you – we will select such coverage which will satisfy your needs and financial possibilities.
  - We trust you when concluding the insurance contract and paying out the indemnity.
  - Whatever happens, we are besides you. Our aim is to evaluate this loss as soon as possible and pay out the indemnity to you.
  - We seek that travel insurance would be your support and ensure you safety in unexpected situations which can happen while travelling.
- Please read Travel Insurance Terms and Conditions carefully in order to know the extent of your travel coverage and clearly understand your rights and duties.

### Please note:

If you have selected a medical expenses insurance, we shall pay the expenses not only for the emergency medical assistance but also for the medicines prescribed by the doctor, emergent medical transportation, repatriation of corps, travel of an accompanying person, transportation of the children who remained without supervision of adults.

If you have selected insurance against unfiled travel, travel interruption, we shall pay travel expenses when you cannot go on a planned travel due to disease or interrupt it when you are already away.

If you have selected a document insurance, this insurance shall cover insurance of not only a passport or an identity card but also of a driver's license, vehicle registration certificate and registered travel tickets.

We suggest you to insure your third-party liability when leaving abroad for the loss incurred abroad (e.g. if you injure another person while skiing in the mountains or damage his/her sports inventory, We shall indemnify you the loss).

Besides, we offer you the following: accident insurance, travel connection insurance, travel delay insurance, baggage loss or delay insurance, sports activity and inventory insurance, and vehicle hijacking insurance. For more information about the travel insurance or if you would like to conclude an insurance contract, please call us at 1626. If you are abroad, please call us at +370 52 72 1626.

The insurance contract shall not be valid, if the contract was concluded when the insured was abroad. Except for the cases when the contract enters into effect within 7 (seven) calendar days following conclusion of the insurance contract and premium payment.

### Memo for the insured in case of an event:

#### MEDICAL EXPENSES INSURANCE

If as a result of acute health disorder suffered when travelling abroad, emergency medical assistance was provided in:

- In the inpatient health care institution (in case of outpatient treatment) where a person can pay himself/herself for the provided medical services. In case it necessary to obtain from the health care institution a medical record that would specify the diagnosis, performed tests and prescribed treatment, as well as original invoices and receipts substantiating payment for the provided medical services.
- In inpatient health care institution (in case of inpatient treatment). It is necessary to inform about it by telephones provided in the Memo within 24 hours.

When reporting the event, it is necessary to provide the insurance policy number, the name, surname and personal code of the injured person, a country where treatment is provided, as well as the name, fax and telephone number of a health care institution.

#### UNFULFILLED, INTERRUPTED TRAVEL INSURANCE

Having learnt about non-leaving or travel interruption, travel agents should be notified in writing within 2 working days. Also, the sum of money under the travel contract should be collected, tickets and hotel reservations should be cancelled.

#### PERSON'S THIRD-PARTY LIABILITY INSURANCE

If you have caused damage to third parties when travelling, immediately apply to special emergency services (if it is necessary upon circumstances), collect the documents substantiating the fact of an event and notify ADB Gjensidige of the event by telephone not later than within 48 hours, and provide the injured person with our company contact information.

#### ACCIDENT INSURANCE

If you have suffered a bodily injury (trauma) when travelling, immediately seek for the emergency medical aid in a health care institution. Obtain a statement from a health care institution which should specify the date of the event and diagnosis.

#### BAGGAGE INSURANCE (only when transporting by air)

If your baggage was lost or delayed in the airport abroad for more than 6 hours, you should immediately notify an airline representative of the event and obtain from him/her documents confirming the event and specifying the date of an event, actual baggage delivery time and provide ADB Gjensidige with the payment documents substantiating incurred loss/expenses.

Having returned from the travel, you should notify ADB Gjensidige in writing of any event which, upon the Terms and Conditions of the insurance contract and a selected insurance variant, may be confirmed as insured but not later than within 30 calendar days and provide with the documents confirming the event.

**If you concluded a contract on behalf of another person, please present these insurance Terms and Conditions to him/her.**

## I. Travel insurance terms and conditions (terms and conditions of insurance type)

### APPROVED BY:

ADB Gjensidige

Upon Resolution of the Management Board as of 10 November 2016  
Terms and Conditions are valid since 6 December 2016

### Definitions

For better understanding of the insurance Terms and Conditions, below are the notions (explanations) of the definitions used.

1. **We, or Insurer** means ADB Gjensidige.
2. **You, or Policyholder** means a person who has concluded the insurance contract.
3. **Insured** means a natural person specified in the insurance contract, and upon occurrence of an insured event in his/her life the insurer shall pay the indemnity.
4. **Assisting company** means the company that is accepting and analysing claims, organizing provision of the services specified in the insurance contract and payment thereof directly to a service provider and operating on our behalf.
5. **Abroad** means a territory specified in the insurance policy, except for the Insured's citizenship country or where he/she permanently resides or has a permit to reside permanently.
6. **Medical costs** are costs substantiated by financial and medical documents incurred when the Insured seeks for medical advice in the medical institution when travelling abroad due to an acute health disorder or a bodily injury resulting from an accident.
7. **Acute illness** is an acute and unexpected change of the condition of a human organism which causes danger to health and life and which has started abroad during the insurance contract period and elimination of which requires the necessary medical care.
8. **Chronic disease** is a health status that has already existed when concluding an insurance contract (even if it was wrongly diagnosed or its existence has not been correctly diagnosed by a qualified doctor) and/or regarding which the insured was consulting, treated or used medicines during 6 last months until conclusion of the insurance contract.
9. **Physical work** means the actions performed by using physical power (muscle activities) and requiring increased or extreme physical power (including work with mechanisms, weight-lifting, work at a height, in construction, agriculture, metal and wood processing areas, etc.).
10. **Accident** means unexpected and sudden exposure of various types of external forces on the human body which cause bodily injuries to the Insured and which require emergency medical care
11. **Bodily injury** is a violation of tissue integrity of the Insured which occurred when traveling as a result of a sudden physical, chemical, thermal exposure of the environment that caused their function impairment.
12. **Emergency medical assistance** is the first medical assistance and emergency medical assistance provided in personal health care institutions (outpatient and inpatient) abroad due to the threat to the Insured's health which could not be postponed until the moment when the Insured comes back to the country of citizenship or where he/she has a permit to reside permanently. Emergency medical care shall not be considered recurring visits to the medical care institution for the same disease or trauma during which new medical treatment is not prescribed or a prescribed treatment is not modified. Also, visits during which tests control is performed (e.g. control radiographs are performed, tests results are provided, etc.)
13. **Emergency dental assistance** means medical assistance provided by the dental practitioner at a medical institution to suppress an acute toothache.
14. **Baggage (registered baggage)** means all own (i.e. not rented or entrusted to operate) insured's personal items which the insured took with himself/herself while travelling by air transport and which are given to the air carrier's baggage office and it is confirmed by the issued baggage voucher.
15. **Travel agent** is a legal person who provides one or more of the following services: travel arrangement services, transportation of passengers and/or baggage, accommodation services.
16. **Public transport** means train, bus, ferry, airline services provided in accordance with a published schedule.
17. **Relatives** means the insured's spouses, parents, children, adoptive parents, adopted children, siblings, daughters-in-law, sons-in-law, parents-in-law, stepdaughters, stepsons, grandparents, grandchildren, guardians and foster children. Close relatives means the insured's spouse, parents, children, adoptive parents, adopted children, guardians and foster children.
18. **Purchasing value** is the sum of money which should be spent in order to purchase items of the same type and quality.
19. **Depreciation of property** is annual reduction in the purchasing value of the property. It is calculated in accordance with annual property depreciation rates set by the insurer.
20. **Residual value of the property** means the value on the day of the insurance contract conclusion or insured event which is calculated by deducting the sum of depreciation from the purchasing value.
21. **Registered travel contract** means travel tickets, tourism services contracts, accommodation (e.g. at a hotel) service contract.
22. **Travel** means departure from the country of the insured's citizenship or where he/she is residing permanently or has a permit to reside permanently, reaching the final destination and returning back to the country of the insured's citizenship or where he/she is residing permanently or has a permit to reside permanently. A separate travel route shall be considered the insured's departure from the country where he/she spent more than 48 hours before the departure.
23. **Travel cost** means a total cost provided in the tourism service contract or, if you are arranging a Travel on your own, the cost of travel tickets, transportation from/to the airport, accommodation suppliers' services and a vehicle rental price. A travel price also includes pre-paid tickets to entertaining events and excursions.
24. **Registered ticket** is a travel ticket issued on behalf of the insured.
25. **Mini variant** means a selected coverage variant for the citizens of the Republic of Lithuania who have a valid European Health Insurance Card and travel to EU countries.

## Procedure of conclusion of the insurance contract

A high-quality insurance contract should be comprehensive and clear. We are asking you to provide us with the detailed information regarding the travel to be insured, submit all available information about the circumstances that could have a significant impact on evaluation of the insurance risks and potential loss.

In case an insurance contract was concluded when the Insured was staying abroad, the coverage shall enter into force in 7 (seven) calendar days following conclusion of the insurance contract and premium payment but not earlier than provided in the insurance policy (unless We have agreed otherwise).

26. For the conclusion of an insurance contract, please provide Us with the following information:

- 26.1. Information about the Insured;
- 26.2. Travel route (e.g. travel to Poland through Germany), purpose of a travel (e.g. work, studies, vacation, skiing, diving, sports, participation in competitions, etc.), and peculiarities of a travel (e.g. motorcycling, cycling);
- 26.3. Departure and return dates.
27. Prior to conclusion of the insurance contract, We have the right to ask you to provide Us with the Insured's medical documentation.
28. One insurance policy can be issued to a group of persons who travel together. The insurance policy specifies a sum insured for each Insured individually. You have to duly notify the insured, parents or guardians of insured underage children of a concluded insurance contract and duties of these persons, as well as present these insurance Terms and Conditions and Terms and Conditions of a concluded insurance to them.
29. Upon an agreement, preferential insurance contracts may be concluded provided that time of each individual travel takes longer than 30 days. It is provided in the insurance policy.

## Validity of the insurance contract

30. An insurance contract upon all risks, except for unfulfilled travel or travel delay insurance, shall be valid only abroad and shall enter into force when the insured crosses the board of the country of his/her citizenship or where he/she permanently resides or has a permit to reside permanently when leaving abroad but not earlier than on the date specified in the insurance policy. Time is specified in the Lithuanian time.
31. Insurance contracts with unfulfilled, interrupted travel insurance risks shall enter into force on the premium payment day (documents substantiating payment are provided), a registered travel contract is signed and an insurance policy is issued. Coverage shall come into force on the day specified in the insurance policy as an insurance contract conclusion date and shall be valid until the insured's travel abroad, provided in the travel contract or other insurance documents, as well as during the travel.
32. An insurance contract with unfulfilled, interrupted insurance risks should be signed at least 14 calendar days prior to the start of a travel. If the travel was booked less than 14 calendar days prior to the start of a travel, an unfulfilled, interrupted insurance contract may be signed within 2 working days of the travel booking date, unless agreed otherwise. A period until the start of a travel when it is possible to conclude an unfulfilled travel insurance contract cannot be shorter than 7 days.
33. The coverage shall cease when the insured returns from the travel and crosses the border of the country of his/her citizenship or where he/she permanently resides or has a permit to reside permanently but not later than on the day provided in the insurance policy or in case of preferential insurance - last day of a 30-day period.

## What we insure (Object of the Insurance)

Our aim is to offer you the coverage that would meet your travel needs best. Below is the information what expenses may be insured when travelling.

34. Object of the insurance is the insured's property interests related to the indemnity of financial loss due to incurred unexpected expenses when traveling abroad or during a travel.
35. Upon your choice, we can insure travel financial loss related to the following:
  - 35.1. Medical expenses;
  - 35.2. Accident;
  - 35.3. Unfulfilled travel, interrupted travel;
  - 35.4. Loss of travel connection;
  - 35.5. Travel delay;
  - 35.6. Loss of travel documents;
  - 35.7. Baggage delay and/or loss;
  - 35.8. Person's third-party liability;
  - 35.9. Sporting activities and/or loss of sports inventory;
  - 35.10. Hijack, damage of a motor vehicle.

Coverage shall be valid only in respect of the events specified in the insurance policy.

If the insurance policy provides other Terms and Conditions than these insurance Terms and Conditions, the Terms and Conditions, provided in the insurance policy, shall prevail.

## General exclusions (Below are exclusions applied to all insurance variants)

Please be reminded that not in all cases We pay out indemnities. In order the insurance could meet your expectations, we would like to inform you what are the exclusions applied to all insurance objects when the indemnity shall not be paid out.

36. We shall not indemnify the financial loss that were directly or indirectly caused by the following:
- 36.1. War, aggression, military actions (irrespective of whether the war was declared or not), civil war, rebellion, revolution, uprising, strike, boycott, domestic unrest that developed into uprising, military or illegal use of force and any kind of mass destruction weapon use or similar events, as well as other force majeure cases, e.g. earthquake.
- Weapons of mass destruction are considered biological, radiological, nuclear, and chemical weapons which aim to completely destroy or make an extremely serious effect on the number of living organisms, including people;
- 36.2. For any type of a terrorist act, except for paragraph 39.8 of Travel Insurance Terms and Conditions.
- The concept of terrorism means causing a risk to a life or health of many people, by using or threatening to use a power (for example: by exploding, burning, etc.), in order to achieve political, religious, ideological or ethnic goals, as well as with the aim to influence or intimidate a government and/or society, or its part. Acts of terrorism are considered to be actions which were approved or published by a certain government as acts of terrorism;
- 36.3. For the participation of the insured in mass unrests, rebellions, riots, war, service in any foreign military forces or formations;
- 36.4. When the insured, directly or indirectly, including during the act of terrorism, suffers from the ionizing radiation or radioactive contamination, or due to any impact of radioactive, toxic, explosive or other hazardous properties of any explosive nuclear mixture or component;
- 36.5. Due to the death, attempt to commit a suicide or other wilful actions of the insured, his inactivity or negligence, giving rise to administrative, civil and criminal liability, as well as actions which occurred when the insured was under arrest for the suspicion of these actions, and actions occurred in places of imprisonment;
- 36.6. If before an event, during an event or immediately after an event (up to 12 hours) the insured used alcohol (medical documents and/or alcohol tester readings justify clinical signs of alcohol use and/or a blood alcohol content (BAC) exceeded 0.4 per mille), toxic, narcotic or other psychoactive substances or used strong medications without an adequate doctor's prescription. Use of alcohol or narcotic substances immediately after the event shall be considered as use of alcohol or narcotic substances by the Insured during the event as well;
- 36.7. When the insured, being in a state of alcohol, narcotic, toxic intoxication and/or having no valid driving license for a particular vehicle category, drove any self-propelled vehicle or other self-propelled mechanism having an internal combustion engine or electric engine, also, who transferred the control to a person in a state of alcohol, narcotic, toxic intoxication or a person having no valid driving license for a particular vehicle category;
- 36.8. When the insured travels regardless of the doctor's recommendations or travels to the countries where travelling is not recommended by the Ministry of Foreign Affairs of the Republic of Lithuania;
- 36.9. When public authorities (customs, police, etc.) withhold a baggage of the insured, seize or destroy it;
- 36.10. Due to actions of persons having influence on travel plans which are illegal or entail an administrative, civil and/or criminal liability, also, due to the unduly rendered service related to a travel of the insured, due to any mistakes of service providers, travel agents, travel agents, through which a travel is ordered;
- 36.11. For adverse weather conditions (except for medical expenses insurance, accidents insurance, travel connection insurance).
37. We shall not indemnify financial loss which occurred not within a period of insurance contract validity, due to risks not projected in the insurance contract, interests and other costs of the insured which were incurred due to a non-provision of information on duly time, non-submitted documents, also, if financial losses are not evidenced by documentation (doctor's certificate, accounts, sick leave, accident act, death certificate, etc.).
- The insurance contract may provide additional exclusions/insured events.

## Medical expenses insurance

### Insured events and indemnified expenses.

38. The insured event is the insured's application to the health care institution abroad or his/her death due to bodily injuries and/or unexpected acute health disorder, first symptoms of which, posing a threat to the insured's life and requiring emergency medical aid, appeared during the insurance contract period when the insured was abroad, except for the cases provided in paragraphs 36, 37, 45 and 46 of the present Travel Insurance Terms and Conditions.
39. Without exceeding the sum, We shall pay the insured's expenses abroad for the following:
- 39.1. **Emergency medical aid** in the outpatient and/or inpatient medical institution;
- 39.2. **Purchase of pharmaceuticals, dressing and fixing materials**, upon prescription of a doctor and necessary for the insured's treatment (without a doctor's prescription, medicines and medicinal products outside the Republic of Lithuania may be purchased for up to EUR 25 during the contract period (e.g. painkillers, etc.);
- 39.3. **Emergency dental aid**, without exceeding the sum of EUR 200 per total insurance period;
- 39.4. **Emergency medical aid in case of pregnancy or childbirth complications** (i.e. one doctor's consultation and related transportation to hospital) but not more EUR 200 per total insurance period;
- 39.5. **Emergency medical transportation** by medical vehicle or public transport, taxi, underground (when a travel ticket is issued) to the nearest medical institution;
- 39.6. **Medical repatriation** to the country of the insured's citizenship or where he/she permanently resides or has a permit to reside permanently. Expenses shall be paid only in case if the insured is transported from inpatient health care institution abroad to the country of the insured's citizenship or where he/she permanently resides or has a permit to reside permanently for further inpatient treatment provided that the insured is put for inpatient treatment in hospital not later than within 14 calendar days following returning to the country of the insured's citizenship or where he/she permanently resides or has a permit to reside permanently. The need for these costs must be approved by Us in writing. If medical transportation was arranged in writing without coordinating it with Us, the decision on the necessity of medical transportation and expense payment shall be unambiguously made by Us following

- evaluation of the event circumstances. In case of a positive decision, We shall indemnify minimum expenses which could be used for arrangement of the medical transportation;
- 39.7. **Transportation of the insured's corps** to the country of the insured's citizenship or where he/she permanently resides and has a permit to live permanently, or not exceeding burial or cremation services abroad in case of the insured's death abroad resulting from an insured event. The costs of corps transportation cannot exceed the sum of EUR 10,000 when the event occurred in the European territory, and EUR 15,000 when the event occurred elsewhere but within the limits of the sum insured. The need for these costs must be approved by Us in writing;
- 39.8. **In case of a terrorist attack**, except for the cases when a weapon of mass destruction was used, the insured suffered a bodily injury or died, expenses for emergency medical assistance, medical repatriation and transportation of the insured's corps, not exceeding the sum of EUR 10,000, shall be paid.
- 39.9. **Travel of an accompanying person** (when transporting the insured for further inpatient treatment to the country of the insured's citizenship or where he/she permanently resides and has a permit to reside permanently) without exceeding the cost for an economy class return tickets, accommodation and living up to EUR 100 per day but not more than for 5 days. The need for these costs must be approved by Us in writing. If you notify Us of the event and the necessity of an accompanying person following the fact, the decision on the necessity of an accompanying person and payment of costs shall be unambiguously accepted by Us following evaluation of the event;
- 39.10. **Insured's children under 16 years of age**, who remained without supervision of adults as a result of parents' (foster parents', guardians') acute illness, bodily injury or death abroad, transportation to the country of his/her citizenship or where he/she permanently resides and has a permit to reside permanently. The authorised person's accommodation and living expenses up to EUR 100 per day shall be paid when nursing a child abroad but not more than for 5 days, as well as third person's travel expenses without exceeding the prices of the economy class return plane tickets. The need for these costs must be approved by Us in writing. If you notify Us of the event and the necessity of an authorised person following the fact, the decision on the necessity of an authorised person and payment of costs shall be unambiguously accepted by Us following evaluation of the event.
- 39.11. Substantiated expenses of the insured under 16 years of age for the hotel (up to EUR 50 per day but not more than for 5 days) and returning to the country (up to two economy class plane tickets) of his/her citizenship or where he/she permanently resides or has a permanent permit to reside incurred by the insured and one adult who, upon the recommendations of a doctor based on medical records, had to stay or travel together with the insured for the insured's health condition.
- 39.12. Necessary and substantiated expenses for telephone calls, related to the insured event, when calling to Us, health care institution or an assisting company without exceeding the sum of EUR 20 during the whole insurance contract period.
40. In all cases, we shall first pay the costs of the emergency medical care.
41. The insured, if it is possible, should use the services provided by state medical services. A patient should choose the treatment of a level provided for socially insured persons in that country.
42. If the insured has selected variant MINI (as marked in the insurance policy), we shall pay the expenses for emergency medical care only for the foreign health care institutions that belong to the State Health System (where European Health Insurance Card is valid) and only to the extent the State Sickness Fund does not have to pay.
43. If the insured's return or transportation to the country of his/her citizenship or where he/she permanently resides or has a permanent residence permit is impossible for his/her health condition, the contract period for treatment of this health disorder may be extended for not more than 28 days. The decision on the contract extension shall be taken unambiguously by Us and we shall confirm it in writing.
44. All the events enlisted in this Section shall be considered insured, if they occurred abroad during the contract period and in the territory provided in the insurance policy.

### Exclusions and non-indemnified expenses.

45. We shall not indemnify the expenses incurred due to the events provided in paragraphs 36 and 37 of the present Travel Insurance Terms and Conditions and the events which took place as follow (except for the cases when the insurance policy provides otherwise):
- 45.1. When the insured was doing physical work;
- 45.2. When working as ships or aircraft crew members;
- 45.3. When serving in any armed and/or military forces or formations, as well as in war zones;
- 45.4. When participating in official sports training or competitions;
- 45.5. When engaging in a life-threatening activities/sports. A concept "life-threatening activity/sport" used in this section embraces a drive with all types of motorcycles, scooters, mountain bikes, trip bikes (when a duration of a planned trip with a bike is longer than two days), extreme cycling (BMX, MTB, etc.), conduction of banks and/or tricks with a skateboard or roller-skaters, all types of combat sports, auto - moto sport, aviation sports (e.g. paragliding, glide, aircraft piloting, entertainment flight and parachuting), bungee jumping, diving in a depth more than 30 m, mountaineering, climbing, mountain skiing, snowboarding, sleigh sports, sailing, kitesurfing, rafting, jumps into the water, speleology, horse riding, when participating in excursions or expeditions to locations of extreme climatic conditions (e.g. polar area, desert, jungle, open sea (except for cruise journeys)) and other extreme sports, regardless of whether it is an individual activity, or a form of leisure or any other time pass, or organized activities, trainings, competitions;
46. We shall not indemnify the expenses related to the following:
- 46.1. Treatment and diagnostics of health disorders which were known (or could have been known) and/or started before the effective date of the insurance contract (regardless of whether they have been treated or not), health disorders due to congenital and/or chronic diseases and/or their exacerbation. Except for the cases when exacerbation of the disease could not be expected upon medical practice and this poses a threat to the life of the insured - only the expenses for the necessary and emergency medical aid when killing severe pains or rescuing the insured's life shall be indemnified (in this case, a final decision on payment of expenses shall be made by Us);
- 46.2. Medical aid which was the purpose of the travel or a course of treatment which was started prior to the effective date of the insurance contract;

- 46.3. Treatment services exceeding the necessary medical aid which are not necessary upon medical indications or if the insured's health condition has improved so that he/she could go for further treatment with an accompanying person or a nursing staff to the country of his/her citizenship or where he/she permanently resides or has a permit to reside permanently, as well as which were not prescribed by the doctor or not substantiated by the documents;
- 46.4. Pathological bone fractures, loss of organs (their functions) due to inborn or acquired organism disorders, traumas incurred during attacks caused by illness, a treatment of such illnesses (e.g. epilepsy) and consequences of their influenced traumas;
- 46.5. Oncological diseases and oncological troubles, their diagnostics and treatment, regardless of the stage of disease;
- 46.6. Mental disorders, mental and neurological diseases, reactive states, mental traumas;
- 46.7. purchase and repair of prostheses, hearing aids and other aids (except for crutches, orthosis);
- 46.8. consultations and tests related to the pregnancy, regardless of its maturity, childbirth, postnatal care of children, pregnancy termination, all health problems related to pregnancy, its abortion and childbirth (except for costs projected in paragraph 39.4. of the present Travel Insurance Terms and Conditions);
- 46.9. Diagnostics and treatment of sexually transmitted diseases and health problems, caused by these diseases;
- 46.10. Diagnostics and treatment of fungal diseases and health problems, caused by these diseases;
- 46.11. Bodily injury, illness, death of the insured, if this is related to a human immunodeficiency virus infection (HIV, including AIDS, also, any other mutational changes or variations related to that);
- 46.12. Plastic - aesthetic surgeries and prosthesis (including dental prosthesis and visual correction);
- 46.13. Dental treatment, except for the costs of dental pain relief, removal of pain source without exceeding the sum of EUR 200;
- 46.14. Expenses of medical repatriation to the country of the insured's citizenship or where he/she permanently resides or has a permit to reside permanently, if the emergency medical assistance was provided to the insured abroad and further inpatient treatment in the country of the insured's citizenship or where he/she permanently resides or has a permit to reside permanently is not required;
- 46.15. Costs of further treatment, when the insured refuses to return to a country whose citizen he is or where he resides permanently and has a permanent residence permit, if in the opinion of the insurer, a health status of the insured permits this;
- 46.16. Visits to the medical care institution for the same disease or trauma during which new medical treatment is not prescribed or a prescribed treatment is not modified. Also, visits during which tests control is performed (e.g. control radiographs are performed, tests results are provided, etc.)
- 46.17. Treatment by using non-traditional methods (not approved by formal medicine), homeopathic preparations, treatment in the health care institution that has no corresponding license or treatment by a person who has no right to engage in such activities;
- 46.18. Treatment or nursing of the insured carried out by the insured's relatives;
- 46.19. Purchase of medicines and medical instruments not prescribed by a doctor due to the contingency, except for the acquisition of necessary medicines and medical instruments up to 25 EUR during the contract validity period outside the boundaries of the Republic of Lithuania (e.g. for pain relief, etc.);
- 46.20. Medical rehabilitation and regenerative therapy, physiotherapy, treatment in sanatoria, rest homes and other institutions of similar purpose, by additional tax for improved comfort conditions (e.g. a word of "Lux" type, etc.);
- 46.21. Disinfection, prophylactic vaccination, medical expertise and laboratory tests which are not related to the insured's disease or bodily injury resulting from an insured event;
- 46.22. When the insured had diseases from which he did not make vaccination before travelling, when going to the countries where immunoprophylaxis is recommended by Communicable Diseases and AIDS Centre;
- 46.23. Treatment and purchase of medicines in the country of the insured's citizenship or where he/she permanently resides or has a permit to reside permanently;
- 46.24. Non-property claim or expenses not related to the provision of medical assistance;
- 46.25. Treatment in the inpatient health care institution, medical transportation to the country of the insured's citizenship or where he/she permanently resides or has a permit to reside permanently, transportation of the insured's corps or burial expenses, if our written consent was not received;
- 46.26. Expenses, which must be covered by the State Sickness Fund and expenses incurred in the health care institutions abroad which do not belong to the State Health system, if Mini insurance variant was selected or if the insured territory, provided in the insurance contract, is Lithuania.

### Sum insured.

47. Sum insured is provided in the insurance policy.
- Duties of the insured and a person authorised by him/her in case of an event.**
48. In case of an acute illness or bodily injury, the insured or a person authorised by him/her shall do as follow:
- 48.1. Within 24 hours to inform Us or assisting company about the event for which inpatient emergency medical care is provided to the insured in a health care institution or which caused the insured's death, except for the cases when it is impossible for the insured's health and nobody can provide such information about the event. In other cases, to confirm circumstances of the insured event in writing following returning from travel but not later than within 30 days;
- 48.2. Within 30 days, following returning from travel, provide us with the required original documents, except for the cases when it cannot be done for justifiable reasons:
- A written application of the insured or a person authorised by him/her to pay the indemnity along with the description of the event circumstances;
  - An insurance policy;
  - Original invoices issued by foreign medical institutions and approved by the doctor's signature and seal, as well as original receipts substantiating payment of the invoices. The invoices should provide a name and a surname of a patient, period of treatment, date of an event, date of an application to a health care institution, diagnosis, a description of provided medical services, price of each provided service and the total cost of provided services. Upon our request, translations of these documents in the state language. Translation costs shall not be indemnified;

- Medical records (certificates and extracts) of foreign health care institutions which provide a name and a surname of a patient, period of treatment, date of an event, date of an application to a health care institution, diagnosis, a description of provided medical services (unless this information is specified in the invoices issued by foreign health care institutions). Upon our request, translations of these documents in the state language. Translation costs shall not be indemnified;
  - In case of the insured's death, a doctor's certificate on the cause of the death, death certificate or a notarised copy of a death certificate, original invoices and receipts substantiating transportation of a corp or burying (cremation) abroad substantiating payment of the invoices;
  - Prescriptions for the medicine issued by foreign health care institutions and receipts substantiating payment. Upon our request, translations of these documents in the state language. Translation costs shall not be indemnified;
  - When paying for the additional services, specified in the insurance contract, it is necessary to provide the documents, indicated by the insurer, substantiating expenses and their reasonableness;
  - In case of preferential insurance or upon Our request, documents proving travel time (travel tickets, order on a business trip, etc.);
  - Documents substantiating telephone call expenses;
  - Other information and documents necessary to confirm the fact of an insured event or necessary for the event handling process when adjusting the even circumstances (a police certificate, etc.);
- 48.3. To fulfil Our or assisting company instructions related to the insured event, **in this case the indemnity may be reduced;**
- 48.4. Upon Our request, make additional medical tests related to the event. Expenses for these tests will be paid by Us;
- 48.5. Allow Us or experts acting on Our behalf familiarise with all the medical records and information about the insured's health state;
- 48.6. Provide Us with the authority to obtain information from third parties (doctors, hospitals, health care services, etc.) and state institutions regarding previous, current insured's diseases and the diseases that occurred before the coverage, consequences of the accidents or acquired body weaknesses, as well as about all concluded insurance contracts.

## Accident insurance

49. **Insured events:**
- 49.1. **The insured's bodily injury** as a result of an accident abroad, provided in "Table of calculation of the indemnities paid out in case of injuries/disabilities" (Annex 1);
- 49.2. **Disability of the insured** as a result of an accident abroad;
- 49.3. **Death of the insured** as a result of an accident abroad.
50. **Exclusions** are the events provided in paragraphs 36 and 37 of these Travel Insurance Terms and Conditions, as well as the following events:
- 50.1. Caused by nervous and mental diseases: apoplexy, epilepsy or other spasmodic seizures (coverage shall remain if these disorders or seizures were caused by an accident provided in the present Terms and Conditions);
- 50.2. Which occurred during the following (unless the insurance policy provides otherwise):
- 50.3. When the insured was doing physical work;
- 50.4. When working as ships or aircraft crew members;
- 50.5. When serving in any armed and/or military forces or formations, as well as in war zones;
- 50.6. When participating in official sports training or competitions;
- 50.7. When engaging in a life-threatening activities/sports. A concept "life-threatening activity/sport" used in this section embraces a drive with all types of motorcycles, scooters, mountain bikes, trip bikes (when a duration of a planned trip with a bike is longer than two days), extreme cycling (BMX, MTB, etc.), conduction of banks and/or tricks with a skateboard or roller-skaters, all types of combat sports, auto - moto sport, aviation sports (e.g. paragliding, glide, aircraft piloting, entertainment flight and parachuting), bungee jumping, diving in a depth more than 30 m, mountaineering, climbing, mountain skiing, snowboarding, sleigh sports, sailing, kitesurfing, rafting, jumps into the water, speleology, horse riding, when participating in excursions or expeditions to locations of extreme climatic conditions (e.g. polar area, desert, jungle, open sea (except for cruise journeys)) and other extreme sports, regardless of whether it is an individual activity, or a form of leisure or any other time free, or organized activities, trainings, competitions;
- 50.8. Health disorders as a result of treatment (except for the cases where such treatment resulted from an accident provided in these Terms and Conditions);
- 50.9. Innate organism or body weaknesses;
- 50.10. Injury of an organ system functional unit, if prior to this bodily injury this area was affected by the disease or trauma during the period of one year, except for polytraumas (multiple traumas) cases;
- 50.11. Existence of which was not confirmed by medical records and/or diagnostic tests from foreign health care institution;
- 50.12. Related to treatment of bodily injuries, health disorders for the bodily injury and their consequence treatment which was necessary when the insured, in accordance with our expert doctors' conclusion, unjustifiably long-delayed to apply to a health care institution which resulted in a delayed medical aid;
- 50.13. If the court confirms the insured missing or in an undetermined location;
- 50.14. If the insured's health disorder or death is related to the human immunodeficiency virus infection (HIV, including AIDS, as well as other related mutation changes or variations);
- 50.15. Not provided in the Table of calculation of the indemnities paid out in case of injuries/disabilities (Annex 1);
- 50.16. Non-property claim.
- Sum insured.**
51. Sum insured is provided in the insurance policy.
52. Duties if the insured in case of an event:
- 52.1. Immediately apply to a health care institution abroad and receive an emergency medical assistance;
- 52.2. Upon occurrence of an accident, the insured, having returned from the travel but not later than within 30 days, provide us with the required original documents, except for the cases when it cannot be done for justifiable reasons:
- A written application of the insured or a person authorised by him/her to pay the indemnity along with the description of the event circumstances;
  - An insurance policy;
  - A certificate issued by a foreign medical institution and approved by the doctor's signature and seal. A certificate

- should provide a name and a surname of a patient, treatment time, date of an event, date of an application to a health care institution, tests performed and diagnosis. Upon our request, translations of these documents in the state language. Translation costs shall not be indemnified;
- In case of the insured's death, a doctor's certificate on the cause of the death, death certificate or a notarised copy of a death certificate;
- In case of disability, a certificate on a determined level of disability/incapacity for work and/or special needs meeting level and disability certificate issued by the authorised institutions of the Republic of Lithuania;
- In case of preferential insurance, documents proving travel time;
- Other information and documents necessary to confirm the fact of an insured event or necessary for the event handling process when adjusting the even circumstances (a police certificate, etc.).

### Indemnity payment.

53. In case of actual insurance, the indemnity shall be adjusted in accordance with the Table of calculation of the indemnities paid out in case of injuries/disabilities (Annex 1).
54. The occurrence of disability period is one year following an accident. Disability/incapacity for work and/or special needs meeting level should be determined and confirmed by Working Capacity Assessment Authority under the Ministry of Social Security. If should be reported to Us and confirmed with documents not later than within three months of a relevant disability/incapacity and/or special needs meeting level adjustment to the insured.
55. When the insured obtains a fixed-term disability/incapacity level and/or special needs meeting level, We shall pay the indemnity in the following parts:
- 55.1. The first part of indemnity is 20% of the indemnity provided in the Table of calculation of the indemnities paid out in case of injuries/disabilities (Annex 1).
- 55.2. When after a defined term the insured is again provided with a relevant disability/incapacity level and/or special needs meeting level, we shall pay the whole remaining part of the indemnity as provided in paragraph 53 of the present Travel Insurance Terms and Conditions.
56. If after a defined term the insured is not provided with a relevant disability/incapacity level and/or special needs meeting level, the remaining part of the indemnity shall not be paid.
57. If health disorders and their consequences, caused by an accident, were affected by diseases or ailments, the indemnity shall be decreased by 5%.
58. If for the same event, for which the insured died, indemnities for bodily injuries (traumas, disability) were already paid out, those indemnities shall be deducted from the sum insured payable for the insured's death.

## Unfulfilled, interrupted travel insurance

### Insured events and indemnified expenses.

59. Insured events are financial losses of the insured:
- 59.1. When the insured does not go on a planned and pre-paid travel;
- 59.2. When the insured interrupts a travel (pre-paid and unused travel costs).
60. We shall indemnify travel expenses which were pre-paid to travel agents under a travel contract if the insured does not go on a travel:
- 60.1. For the insured's health disorders which were treated until the very beginning of the travel and/or on the day of planned departure he/she was treated in an inpatient health care institution and/or had a sick leave for not less than 10 calendar days (except for the cases when, upon the procedure provided by law, a sick leave was not provided to the insured). In this case, the decision regarding indemnity payment shall be made by Our expert doctor) or for the death of the insured;
- 60.2. For the death of the insured's relatives, if it has happened during a 7-calendar day period prior to the start of a travel or on the date of a planned travel;
- 60.3. If the insured was pregnant, and pregnancy or childbirth complications appeared before the planned departure date which required inpatient treatment and provided that on the planned date of arrival the pregnancy term would be less than 28 weeks and no similar complications have occurred previously;
- 60.4. For the insured's close relatives' acute health disorder as a result of which he/she was treated in an inpatient health care institution, if this health disorder was diagnosed not earlier than 7 calendar days prior to the planned date of travel and has continued up to the very beginning of a travel and/or on the planned date of the departure and which requires permanent care and nursing of the insured (in this case, the insured shall have a sick leave issued for the care and nursing of a close relative);
- 60.5. For the insured's underage children's acute illness that requires permanent care and nursing of the insured, if this disease was diagnosed not earlier than 7 calendar days prior to the planned date of travel and has continued up to the very beginning of a travel and/or on the planned date of the departure. In this case the insured must have a certificate of incapacity for work, issued for care and nursing of the underage children (except for the cases when the insured, upon the procedure provided in law, is on a childcare leave);
- 60.6. For the road accident, which happened when the insured went on a travel by transport to the place of destination and which directly caused the insured event;
- 60.7. If the insured's property was lost, damaged or destroyed during the accident, if it happened within 3 calendar days before the beginning of the travel or on the planned departure day (loss is not less than EUR 1500);
- 60.8. If an insured receives an invitation to the court to be a witness when the court meeting is planned on the day of departure on travel or during the travel, about which it was not known on the day of concluding the travel insurance contract;
- 60.9. For the delayed departure of the vehicle (in the international point of departure) (delay, cancellation of the departure) which was caused by the carrier and circumstances that may be substantiated by the documents when it resulted in losing sense to go on a final destination (e.g. conference, concert, cruise, etc.) provided that the insured found out about delay, cancellation of the departure less than 24 hours of the first departure time provided in the ticket.
61. We shall pay the insured's expenses incurred due to unused accommodation in the hotel if the insured interrupted a travel, as well as other expenses due to unused pre-paid services that were included into the travel contract, if the travel was interrupted by the following:
- 61.1. Acute illness (the insured was transported to the country of his/her citizenship for further inpatient treatment or was treated in hospital abroad for five or more days) or death;

- 61.2. Death of the close relatives;
- 61.3. Police call to return back for the third parties' illegal acts to the insured's property.
62. If several persons are insured under one insurance contract, upon Our agreement and having provided it in the insurance policy, coverage may be extended so that if one of them cannot go on a travel or interrupts a travel for the events, as provided in paragraphs 60 and 61 of the present Travel Insurance Terms and Conditions, other persons' inability to leave or travel interruption shall also be considered an insured event.

### Exclusions:

63. Exclusions are the events provided in paragraphs 36 and 37 of these Travel Insurance Terms and Conditions, also, we shall not indemnify financial losses incurred when the insured does not go on a travel in the following cases:
- 63.1. The insured does not incur material loss or incurs it due to his/her own fault (i.e. loss could have been avoided);
- 63.2. Travel did not take place or Terms and Conditions have changed comparing with the Terms and Conditions provided in the travel contract for the fault of agents and other services providers whose services were used by travel agents;
- 63.3. Travel agents did not return all or a part of the premiums, even if a travel insurance or travel agents' Terms and Conditions provide it;
- 63.4. When a person does not leave on a travel for the insured person's or his/her relatives' health disorders (diseases or injuries) which required treatment and/or planned surgery during the last 6 months prior to the effective date of the contract;
- 63.5. On the day of issue of the insurance policy, the health condition (disease or injury) of the insured, his/her relatives or any other person insured under the same contract was known or should have been known which could be considered the cause of the insured event (including health disorders due to chronic diseases and/or their exacerbation);
- 63.6. When the insured does not go on a travel due to the insured's reluctance to travel, phobia, stress or personal, financial circumstances;
- 63.7. When the insured does not go on a travel due to the persons who are responsible for travel plans, illegal actions or actions causing legal responsibility;
- 63.8. The insured does not leave due to adverse weather conditions, natural disasters or quarantines;
- 63.9. Before the insured signed the travel contract, doctors recommended his/her not to go on a travel provided in the insurance policy;
- 63.10. The disease or trauma of the insured or his/her relative resulted from his/her own deliberate acts;
- 63.11. Law enforcement institutions, state security bodies did not allow the insured to go on a travel as a result of his/her offenses, public order infringement, etc.;
- 63.12. The insured did not receive a visa, personal or other documents;
- 63.13. The insured does not leave for the reasons not provided in paragraph 60 of the present Travel Insurance Terms and Conditions;
64. We shall not indemnify financial loss if the insured interrupts a travel:
- 64.1. For the reasons not provided in paragraph 61 of the present Travel Insurance Terms and Conditions;
- 64.2. Regardless of a doctor's permit (consent) to continue a travel.
- Sum insured and deductible.**
65. Sum insured is the travel cost. The insurance contract is concluded with an unconditional deductible which is deducted from the indemnity.
66. The sum insured and deductible are provided in the insurance policy.
- Duties of the insured in case of an event.**
67. Having learnt about inability to depart, travel interruption, the insured shall not later than within 2 working days notify travel agents of it in writing, collect the sum of money that belongs to him/her under the travel contract, cancel ticket and hotel reservations.
68. Not later than within 30 days of the event, confirm the insured event circumstances in writing and provide with the original documents, except for the cases when the insured proves that he/she could not do it for justifiable reasons:
- A written application of the insured or a person authorised by him/her to pay the indemnity along with the description of the event circumstances;
  - An insurance policy;
  - Travel contract and original financial documents substantiating payment for it;
  - A statement about the sum of money paid back by travel agents, accommodation services suppliers and, upon an insurer's request, transfer the right to make a regress claim to travel agents, accommodation services suppliers;
  - Certificates (extracts, epicrisis) issued by health care institutions approved by the doctor's signature and stamp. Certificates should provide a name and a surname of a patient, date of a disease, date of an application to a health care institution, treatment time and diagnosis;
  - In case of the insured's death, a doctor's certificate on the cause of the death, original death certificate or a notarised copy thereof;
  - Sick leaves;
  - Other information and documents necessary to confirm the fact of an event or necessary for the event handling process when adjusting the even circumstances (a police certificate, etc.).
- Indemnity payment.**
69. Upon the unfulfilled, interrupted travel insurance contract, We shall pay the difference between the travel price paid prior to the insured event and the sum paid back by travel agents, transportation, accommodation service providers and following evaluation of unconditional deductible.

## Travel connection insurance

### Insured events.

70. Insured event means the insured's direct financial loss when the insured was late not for the first vehicle (when travelling with changes) due to the delay or cancellation of the previous air vehicle or for the fault of a carrier and/or bad weather conditions. These circumstances shall be confirmed by documents.
71. Only travels by air are insured.
72. We shall indemnify direct financial loss resulting from changing in the airport which is not covered by a travel agent, i.e. change of the tickets or purchase of the new ones (if it is impossible to change old tickets), as well as unplanned additional accommodation and living expenses up to EUR 100 per day in accordance with provided purchase receipts but not more than 2 days and not longer than up to the next flight.

**Exclusions.**

73. Exclusions are the events provided in paragraphs 36 and 37 of these Travel Insurance Terms and Conditions, also, we shall not indemnify financial losses:

73.1. If the insured was late for check-in in the airport on the time specified in the travel itinerary for his/her own fault;

73.2. If the insured, within 6 hours of the planned time of changing, is provided with the alternative possibility to go by not the first vehicle;

73.3. If the insured became aware or should have been aware of the change, delay of the vehicle departure schedule earlier than 24 hours before the scheduled time of departure;

73.4. If an initial vehicle is late for less than 1 hour;

73.5. If the time between vehicle arrival and departure was chosen shorter as provided in the minimum requirement for the changing in the airport, as well as if changing time is less than 1.5 hour;

73.6. Due to natural disasters (e.g. volcanic eruptions, avalanches, earthquakes, landslides, sinkholes, floods, swirls, standing waves, tsunamis, typhoons, tornadoes);

73.7. If the event occurred within 72 hours after conclusion of the insurance contract.

**Sum insured and deductible.**

74. The sum insured and deductible are provided in the insurance policy.

75. The insurance contract is concluded with an unconditional deductible which is deducted from the indemnity.

**Duties of the insured in case of an event:**

76. Immediately apply to the carrier (travel agent) and obtain:

76.1. A letter which specifies an arrival and departure schedule, actual time of arrival and departure, reasons for non-departure/delay;

76.3. A letter which specifies an amount of the sum paid by the carrier (travel agent) or refusal to give such indemnity;

76.4. The insured, having returned from the travel but not later than within 30 days, shall provide us with the required original documents, except for the cases when it cannot be done for justifiable reasons:

- A written application of the insured or a person authorised by him/her to pay the indemnity along with the description of the event circumstances;
- An insurance policy;
- Travel tickets;
- Carrier's letter confirming the event;
- Carrier's (travel agent's) letter which specifies the amount of the paid indemnity or a justified refusal to pay such indemnity;
- Documents substantiating reasonable expenses;
- In case of preferential insurance, documents proving travel time.

**Indemnity payment.**

77. Indemnity shall be paid according to financial documents substantiating the expenses which are not covered by travel agents but without exceeding the sum insured following evaluation of the deductible.

**Travel delay, cancellation insurance**

**Insured events.**

78. Insured event is the insured's direct financial loss caused by the first vehicle delay when departing/returning from the trip, change of flight time or cancellation by the carrier. Only international flights are insured.

79. We shall indemnify direct financial loss incurred in the first departure airport in order to go to the final destination which is not covered by the travel agent, i.e. change of the tickets or purchase of the new ones (if it impossible to change old tickets).

**Exclusions.**

80. Exclusions are the events provided in paragraphs 36 and 37 of these Travel Insurance Terms and Conditions, also, we shall not indemnify financial losses:

80.1. If the insured was late for check-in in the airport on the time specified in the travel itinerary;

80.2. If the insured came late to the departure point on the time specified in the travel itinerary;

80.3. If the insured is provided with an alternative transport which leaves within 6 hours of the scheduled time of departure;

80.4. If the insured became aware or should have been aware of the change, delay of the vehicle departure schedule earlier than 24 hours before the scheduled time of departure;

80.5. Due to weather conditions and natural disasters (e.g. volcanic eruptions, avalanches, earthquakes, landslides, sinkholes, floods, swirls, standing waves, tsunamis, typhoons, tornadoes);

80.6. If the event occurred within 72 hours following conclusion of the insurance contract;

80.7. Related to the delay, cancellation of a charter flight;

80.8. If the first flight results in a loss of travel connection;

80.9. For the restrictions on travel imposed by competent bodies or other circumstances which the insured knew and should have known about before purchasing a travel;

80.10. For a carrier's bankruptcy or revocation of a license;

80.11. The insured decides not to travel;

80.12. If the insured does not apply to a carrier for provision of an alternative transport and does not receive a written confirmation of the event.

**Sum insured.**

81. Sum insured is provided in the insurance policy.

**Duties of the insured in case of an event.**

82. Upon postponing of the travel, the insured shall immediately apply to the carrier (travel agent) and obtain:

- A letter which specifies an arrival and departure schedule, actual time of arrival and departure, reasons for non-departure/delay, provided alternative transport, an amount of an indemnified part or refusal to give such indemnity.

83. The insured, having returned from the travel but not later than within 30 days, shall provide us with the required original documents, except for the cases when it cannot be done for justifiable reasons:

- A written application of the insured or a person authorised by him/her to pay the indemnity along with the description of the event circumstances;
- An insurance policy;
- Travel tickets;
- Carrier's (travel agent's) letter confirming the event;
- Carrier's (travel agent's) letter which specifies the amount of the paid indemnity or a justified refusal to pay such indemnity;
- Documents substantiating reasonable expenses;
- In case of preferential insurance, documents proving travel time.

**Indemnity payment.**

84. Indemnity shall be paid according to financial documents substantiating the expenses which are not covered by travel agents, carriers but without exceeding the sum insured.

**Travel documents insurance**

**Insured events.**

85. Insured event is direct financial losses of the insured:

85.1. Obtaining new documents abroad when the insured lost his/her passport, identity card, driver's license, or vehicle registration certificate;

85.2. When changing/purchasing travel registered tickets in case the insured lost registered tickets which are uncovered by a travel agent or a carrier.

86. Exclusions are the events provided in paragraphs 36 and 37 of these Travel Insurance Terms and Conditions, also, We shall not indemnify financial losses:

86.1. When the event was not confirmed by the documents issued by law enforcement institutions, travel agents or other competent authorities;

86.2. When the loss incurred is indemnified by a travel agent;

86.3. Non-property claim;

86.4. When non-registered tickets are lost.

**Sum insured.**

Sum insured is provided in the insurance policy.

**Duties of the insured in case of an event:**

87.1. In case of losing travel documents, it is necessary to immediately apply to law enforcement institutions, travel agents or other competent authorities (e.g. embassies, consulates, migration departments, etc.) and obtain a letter confirming event;

87.2. The insured, having returned from the travel but not later than within 30 days, shall provide us with the required original documents, except for the cases when it cannot be done for justifiable reasons:

- A written application of the insured or a person authorised by him/her to pay the indemnity along with the description of the event circumstances;
- An insurance policy;
- Letter of a law enforcement institution confirming the insured;
- Documents substantiating expenses for lost documents or obtaining their duplicates abroad;
- In case of preferential insurance, documents proving travel time.

**Indemnity payment:**

88.1. Indemnity shall be paid according to financial documents substantiating the expenses incurred abroad which are not covered by travel agents, carriers but without exceeding the sum insured;

88.2. Indemnity in case of losing registered travel tickets shall be paid for issuing registered ticket duplicates or new travel tickets (in case a travel ticket duplicate is not issued) but without exceeding the sum insured.

**Baggage insurance**

89. Registered baggage transported by air, which is given to the carrier's baggage office and it is confirmed by the issued baggage voucher, is insured.

**Insured events.**

90. Insured event is direct financial loss of the insured, in particular:

90.1. When the baggage is delayed for more than 6 hours against the schedule which was agreed between a carrier (travel agent) and the insured, and which is confirmed by the documents issued by a carrier or related institutions;

90.2. In case of losing a baggage when the baggage was lost or not delivered within 21 day against the schedule which was agreed between a carrier (travel agent) and the insured, and which is confirmed by the documents issued by a carrier or related institutions;

90.3. In case of damaged baggage which was given to the carrier's baggage office which is confirmed by the documents issued by a carrier or related institutions.

91. We shall indemnify financial loss which is not covered by travel agents upon provided purchase receipts.

92. **Exclusions** are the events provided in paragraphs 36 and 37 of these Travel Insurance Terms and Conditions, also, We shall not indemnify financial losses:

92.1. When the insured did not apply to a carrier (travel agent) within 6 hours and did not receive his written confirmation of the event;

92.2. Baggage delay when returning from the travel and/or in the country of the insured's citizenship or where he/she permanently resides);

92.3. For the external visual changes of the baggage that did not cause any functional changes;

92.4. For the liquid spillage in the insured's baggage;

92.5. Loss caused by the items transported in the baggage, such as money, securities, documents, tickets, weapons, antiques, works of art, jewellery, musical instruments, photo-video-audio equipment, pets, plants, collections, fishing equipment, and sports inventory;

92.6. For baggage wear, rust, mould, effect of rodents, discoloration or other natural changes as a result of the gradual functioning cause;

92.7. When the loss incurred is indemnified by a travel agent.

**Sum insured.**

93. Sum insured is provided in the insurance policy.

**Duties of the insured in case of an event.**

94. When baggage is delivered to the insured late or it was lost, the insured shall apply to the carrier (travel agent) and receive a letter stating baggage delivery time, actual delivery time, reasons of baggage delay or loss, amount of the compensation paid by the carrier (travel agent) or refusal to provide such compensation.

95. The insured, having returned from the travel but not later than within 30 days, shall provide us with the required original documents, except for the cases when it cannot be done for justifiable reasons:

- A written application of the insured or a person authorised by him/her to pay the indemnity along with the description of the event circumstances;
- An insurance policy;
- Carrier's (travel agent's) letter confirming the event;
- Travel tickets and baggage receipts;
- Carrier's (travel agent's) letter which specifies the amount of the paid indemnity or a justified refusal to pay such indemnity;
- Original documents substantiating expenses (e.g. in case of baggage delay, original financial documents substantiating purchase of the necessary items; in case of baggage loss, original documents substantiating the baggage value, etc.);
- In case of preferential insurance, documents proving travel time.

**Indemnity payment.**

96. In case of baggage delay for more than 6 hours, the indemnity shall be paid upon original financial documents substantiating purchase of the necessary items which confirm the loss and which are not covered by the travel agent but without exceeding the sum insured.

97. Baggage is considered damaged, if it is possible and economically feasible to repair. In case of baggage damage, the price of damaged items repair shall be indemnified. The indemnity shall be limited to EUR 250 per item and EUR 500 to all items damaged in one baggage unit. The indemnity shall be paid having deducted indemnities paid by a carrier.

98. Baggage is considered lost, if following the insured event there is no its remaining, if it was stolen, if baggage repair cost is higher than 75% of the purchase value of the new baggage, similar to the damaged one.

- In case of losing baggage, a price of lost items shall be indemnified at a market value on the event day following deduction of the indemnity paid by the carrier.
- The indemnity, in case of losing baggage, if the insured cannot provide financial documents substantiating the amount of damage, shall be paid at the amount of EUR 26 per kg but not more than 23 kg of baggage weight and without exceeding the sum insured.
- In case of losing separate items, the following shall be paid out: if an item is less than one year – purchase value of a new similar item; if an item is more than one year – purchase value of a new similar item with the deduction of 20% depreciation per each year of the item use. Indemnity per item shall be limited to EUR 250.

**Person's third-party liability insurance**

**Insured events.**

99. Insured events are involuntary actions by the insured which caused damage to the third party's health/life and/or property.

100. The claim to indemnify loss caused by the insured events is made in accordance with applied third-party laws in the country of an event.

101. If abroad the insured caused a traffic accident which resulted in damage to the third party and/or his/her property, upon Our order, the necessary lawyer's services may be indemnified (lawyer's services are ordered by the assisting company or Us). Lawyer may be employed only upon Our request.

**Exclusions.**

102. Exclusions are the events provided in paragraphs 36 and 37 of these Travel Insurance Terms and Conditions, as well as claims made regarding the following:

102.1. Unlawful or malicious actions of the insured against third parties;

102.2. The fine return or indemnity;

102.3. Pets owned, cared, protected or managed by the insured;

102.4. Non-property claim;

102.5. Loss of income of a third party;

102.6. Land, water motor vehicle and motor and non-motor air vehicle storage or use;

102.7. Items leased, borrowed or taken to store by the insured, except for the claims which arise when using (following deduction of depreciation) leased premises (e.g. hotel rooms, boarding home rooms) when the damage is caused to the premises or inventory wherein provided that the premises were leased for not more than 30 days.

103. We shall not indemnify the following financial loss:

103.1. Court expenses and/or fines adjudged to the insured;

103.2. When the insured, his/her family members or relatives or a person with whom the policyholder or the insured keeps household were affected, as well as persons travelling together with the insured, who are insured upon the same insurance contract, were affected;

103.3. Regarding the claims made by the person who is managed, controlled, directly or indirectly, by the insured or if this person works for the company where the insured works or gives consultations;

103.4. Related to the insured's professional, job activity or participation in competitions;

103.5. To the attacker to whom the insured made damage while lawfully defending or when defending another person.

**The injured person's guilt.**

104. Regarding the fault of the injured person (and when there is fault of the person causing damage, and the amount of his/her fault), when gross negligence of the injured person caused or increased damage, claim indemnity may be decreased or requirement to indemnify claim may be rejected.

**Sum insured and deductible.**

105. Sum insured is provided in the insurance policy.

106. The insurance contract is concluded with an unconditional deductible (specified in the insurance policy) which is deducted from the indemnity.

**Duties of the insured in case of an event.**

107. The insured, who has caused damage to third parties (in case of third-party insurance) shall do the following:

107.1. Give contact information (name, address, email, and telephone) of our company and the Insurance policy number to the injured person;

107.2. To notify Us or Our authorised representative of the event immediately but not later than within 48 hours and submit a written description of the event which might be considered insured;

107.3. If it is necessary upon the circumstances, immediately apply to special emergency services;

107.4. If possible, do not change the state of a damaged property until We or Our representative starts the investigation (within 3 working days following the event);

107.5. Provide all original documents regarding the event (e.g. a statement issued by special services confirming the insured event) and substantiating expenses;

107.6. In case of preferential insurance, provide the documents proving travel time.

108. The insured does not have the right to wholly or partly accept his/her fault without Our consent (except for the loss not exceeding the sum of EUR 200).

**Indemnity payment.**

109. The indemnity for the insured event, having evaluated unconditional deductible, shall be paid only when We receive a written request of the third party to indemnity damage;

**Sport activity and inventory insurance**

**Insured events.**

110. Insured event is direct financial losses of the insured related to the following:

110.1. Illness or trauma when the insured cannot engage in sport activities abroad;

110.2. Theft of rented or own sports inventory abroad;

110.3. Delay, loss or damage of own sports inventory abroad.

111. We shall indemnify the financial loss related to the following:

- 111.1. Rent of sports inventory – we shall indemnify the rent price for the period when the insured could not use it due to trauma or disease;
- 111.2. Theft of a rented or own sports inventory - we shall indemnify the residual value of the inventory;
- 111.3. Pre-paid skiing subscription/tickets – expenses shall be indemnified for the period when the Insured could not use it due to the disease or injury;
- 111.4. Lease of the sports inventory during a travel, if the insured's private, registered or transferred sports inventory to the air carrier is late or not returned for more than 24 hours but not longer than the insured's sports inventory is returned to him/her;
- 111.5. Purchase of alternative sports inventory during a travel, if sports inventory of the insured was lost or damaged so that it cannot be repaired and used but without exceeding the sum insured;
- 111.6. Repairs of own sport inventory during a travel, if sports inventory was damaged but it can be repaired and used further on;
- 111.7. If your own sports inventory was lost, including the cases when it was registered and given to the carrier, expenses for the lease or purchase of the sports inventory during a travel shall be indemnified but without exceeding the sum insured.
112. **Exclusions** are the events provided in paragraphs 36 and 37 of present Travel Insurance Terms and Conditions, as well as:
- 112.1. If the police were not notified of the sports inventory theft within 24 hours and an official statement was not received;
- 112.2. If the sports inventory was left in a public place unattended;
- 112.3. Inventory theft from unattended vehicles (except for the cases when the police confirm that the vehicle was broken into);
- 112.4. For the external visual changes of the sports inventory that did not cause any functional changes;
- 112.5. Sports inventory delay when returning from the travel and/or in the country of the insured's citizenship or where he/she permanently resides);
- 112.6. For the sports inventory wear, rust, mould, effect of rodents, discoloration or other natural changes as a result of the gradual functioning cause;
- 112.7. When the loss incurred is indemnified by a travel agent;
- 112.8. All other events not specified in paragraph 109 of the Terms and Conditions.

**Sum insured and deductible.**

112. Sum insured is provided in the insurance policy.
113. Sports inventor shall be subject to a 10% unconditional deductible which is deducted from the indemnity.

**Duties of the insured in case of an event.**

114. If during a travel, for the acute disease or trauma, the insured cannot do sports, he/she should immediately apply to a health care institution abroad where emergency medical aid will be provided. To obtain a statement from a health care institution which should specify the date and diagnosis of the disease/trauma.
115. If sports inventory was stolen, immediately apply to law enforcement authorities (e.g. police) and receive a letter confirming the event.
116. The insured, having returned from the travel but not later than within 30 days, shall provide us with the required original documents, except for the cases when it cannot be done for justifiable reasons:
- A written application of the insured or a person authorised by him/her to pay the indemnity along with the description of the event circumstances;
  - An insurance policy;
  - A letter of a law enforcement authority confirming the event (if the event was not registered, you should specify it in writing in the application form);
  - When sports inventory to the insured is delivered late or was lost, the insured shall apply to the carrier (travel agent) and receive a letter stating sports inventory delivery time, actual delivery time, reasons of sports inventory delay or loss;
  - A letter of the carrier (travel agent) which specifies an arrival and departure schedule, actual time of arrival and departure, reasons for delay, an amount of an indemnifiable/indemnified part or reasonable refusal to pay such indemnity;
  - Travel tickets and baggage receipts;
  - Original documents substantiating the rent cost of sport inventory;
  - Original documents substantiating reasonable expenses (e.g. in case of sport inventory theft, damage or loss, original documents substantiating the inventory value, etc.);
  - Original documents substantiating the value of own sport inventory and repairs carried out abroad or in Lithuania;
  - In case of preferential insurance, documents proving travel time.
  - Other information and documents necessary to approve the event (e.g. photographs of a damaged inventory, contract of sport inventory lease, ski passport copy, etc.)

**Indemnity payment.**

117. If the insured cannot engage in sporting activities due to illness, injury or delay of sports inventory, the indemnity shall be paid up to EUR 50 per day in accordance with the provided documents substantiating expenses for the inventory lease and pre-paid skiing subscription/ticket but without exceeding the sum insured.
118. In case of sports inventory theft or loss, residual value of the inventory shall be indemnified following evaluation of the depreciation, deductible but without exceeding the sum insured.
119. In case of sports inventory damage, repair expenses shall be indemnified following evaluation of deductible but without exceeding the sum insured.
120. When paying out the indemnity for the sports inventory purchase, all payments for the sports inventory or its rent shall be deducted from the indemnity.

**Motor vehicle loss, damage insurance**

**121. Insured events:**

- 121.1. Theft of a vehicle by which the insured was going on a travel abroad or any other unlawful seizure, if it is impossible to continue a planned travel due to it;
- 121.2. Damage of a vehicle during the traffic accident abroad, if it is impossible to continue a planned travel due to it.
122. **Exclusions** are the events provided in paragraphs 36 and 37 of these Travel Insurance Terms and Conditions, also, We shall not indemnify financial losses:
- 122.1. If the event was not reported to the police within 24 hours of the event and/or an official police statement was not received;
- 122.2. When the event was not officially confirmed by law enforcement or other competent authorities;
- 122.3. In case of vehicle damage abroad during a traffic accident, there are no documents substantiating the vehicle repair abroad;
- 122.4. Related to vehicle repairs, replacement by another vehicle or purchase of a new vehicle, as well as loss for lost, damaged property;

- 122.5. Coverage shall not be applied when it is travelled by any type of a motorbike or a scooter;
- 122.6. For loss of income, non-property claim.
- Sum insured.**
123. Sum insured is provided in the insurance policy. Duties if the insured in case of an event:
124. The insured, having returned from the travel but not later than within 30 days, shall provide us with the required original documents, except for the cases when it cannot be done for justifiable reasons:
- A written application of the insured or a person authorised by him/her to pay the indemnity along with the description of the event circumstances;
  - An insurance policy;
  - Letter of a law enforcement institution confirming the insured;
  - Original documents substantiating additional accommodation abroad;
  - Original documents substantiating the cost of returning to Lithuania;
  - In case of preferential insurance, documents proving travel time.

**Indemnity payment.**

125. The indemnity shall be paid upon the provided original financial documents substantiating expenses. We shall indemnify direct financial loss resulting from the insured event which is not covered by travel agents, carriers without exceeding the sum insured:
- 125.1. For each day when the insured could not participate in a travel up to EUR 100 per day in accordance with the provided documents substantiating expenses but for not more than 3 days;
- 125.2. Expenses for the insured's travel back to Lithuania (by direct route) without exceeding the price of an economy class ticket price. These expenses shall be paid only upon a prior agreement with Us.

**Annex 1**

**To Travel Insurance Terms and Conditions No. 061**

Table of calculation of the indemnities paid out in case of injuries/ disabilities

Article	Consequences of an insured event	Indemnity paid out (in percentage of the sum insured)
1	<b>Central nervous system</b>	
	a) Cerebral concussion (commotion);	3%
	b) cerebral hemorrhage (hematoma). Fracture of cranial bones:	6%
	c) Fracture of a vault bones;	10%
2	<b>Facial bones</b>	
	a) fractures of maxillary (maxilla), cheekbone (os zygomaticum), mandible (mandibula);	6%
	b) multiple mandibular fracture;	7%
	c) fracture of nasal bones;	3%
3	<b>Traumatic damage of teeth</b> (in case of loss of the whole tooth and/or a root of a tooth)	
	a) loss of 1 to 2 teeth;	2%
	b) loss of 2 to 4 teeth;	3%
	c) loss of 5 and more teeth.	6%
4	<b>Breastbone</b>	
	a) breastbone fracture;	5%
	b) fracture of 1 to 2 ribs;	3%
	c) fracture of 3 to 5 ribs;	4%
5	<b>Spine</b>	
	a) 1-2 fracture of vertebral bodies and arcs of cervical spine, thoracic spine or lumbar spine;	12%
	b) 3 or more fracture of vertebral bodies and arcs of cervical spine, thoracic spine or lumbar spine;	25%
	c) 1-2 fracture of vertebra's transverse process, spinous process or other articulate process;	3%
	d) 3 or more fracture of vertebra's transverse process, spinous process or other articulate process;	7%
	e) Sacrum fracture;	8%
6	<b>Arm</b>	
	a) scapula, clavicle fracture;	5%
	b) shoulder joint (glenoid cavity) fracture;	6%
	c) shoulder joint (bone fragments) fracture;	4%
	d) humerus fracture;	8%
	e) elbow joint (fracture through the knuckle) fracture;	5%
	f) forearm bone (one bone) fracture;	5%
	g) forearm bone (one bone) fracture with dislocation;	7%
	h) fracture of both forearm bones;	7%
	i) fracture of wrist bones;	3%
	j) fracture of hand bones;	4%
k) thumb fracture;	3%	
l) fracture of hand bones (except a thumb);	2%	

7	<b>Pelvis bone</b>		
	a) fracture of one pelvic bone (hipbone, pubic, ischium, pelvic bone);	5%	
	b) fracture of two or more pelvic bones.	8%	
	c) acetabulum fracture;	12%	
	d) syndesmoses;	7%	
8	<b>Femur</b>		
	a) femur body fracture;	8%	
	b) fracture of femur ridges, epicondyles and condyles;	6%	
9	<b>Knee joint</b>		
	a) traumatic violation of integrity of meniscus (rupture or tear), approved during surgery or by a magnetic resonance imaging (IMG);	5%	
10	<b>Thigh</b>		
	a) fibula fracture;	5%	
	b) tibia fracture;	7%	
11	<b>Ankle joint</b>		
	a) fracture of one ankle;	4%	
	b) fracture of both ankles;	7%	
12	<b>Foot</b>		
	a) fracture of foot bones;	3%	
	b) heel bone (calcaneus) fracture, talus fracture;	7%	
	c) fracture of toes (except a thumb fracture);	2%	
	d) the big toe fracture;	3%	
13	<b>Other traumatic effects, insured events</b>		
	a) dislocations of shoulder, elbow, knee joints;	3%	
	b) ruptures of ligaments, tendons (if immobilization was used);	2%	
	c) haemarthrosis (if a joint puncture was used);	1%	
	d) bone decays;	2%	
	e) II° burns, not less than 1% of body surface area;	3%	
	f) III° burns, not less than 5% of body surface area;	5%	
	g) III° burns up to 2% of body surface area;	4%	
	h) III° burns, not less than 2% of body surface area;	6%	
	i) wide I° burn causing a burn disease;	5%	
	j) III° frostbite;	5%	
	k) traumatic damage of internal organs, when an injured organ had to be operated;	6%	
	l) ruptures of soft tissues more than 3 cm, when tissues had to be stitched up;	2%	
m) insured events (tick-borne encephalitis, tetanus, rabies; electric shock injuries (electrical networks, equipment, through atmospheric electrical discharges)), if the indemnity was not paid upon other articles of this Table.	1%		
14	<b>Disability</b>		
	a) The level of disability for children under 18 years:		
	- Light;	45%	
	- Average;	65%	
- Severe;	100%		
(b) Capacity for work to the persons from 18 years of age until the retirement age:			
- 45% to 55%;	45%		
- 30% to 40%;	65%		
- 0% to 25%;	100%		
c) Level of meeting special needs for the persons until the retirement age:			
- Low;	45%		
- Average;	65%		
- High.	100%		
15	<b>Death</b>		100%

**Notes:**

- If a surgery has been carried out for reconstruction or reinforcement of bone fractures, additionally 5% of the sum insured shall be paid but not more than once for a single insured event. Total indemnity sum for all the events shall not exceed the sum insured.
- If during the insured event there was multiple fracture of several bones, indemnities shall be summed without exceeding the sum insured.
- The indemnity for the bone fracture shall be paid, if these bone injuries are visible on X-ray pictures and CT (computerized tomography) images. The indemnity shall not be paid for an integrity of bone surface or local injury of bone cellular material, which influenced a non-formation of at least two bone fractures or a bone fragment separation.
- Fracture/decay of one bone in several places shall be considered as one fracture/decay.
- The indemnity shall not be paid for splits (tears) of bone fragments, integrity violations of tangential bone surfaces.
- Event that are not provided in this Table shall be considered exclusions.

**II. General insurance conditions**

**APPROVED:**

ADB "Gjensidige" during the meeting of the Board on 30 of April, 2018. Entered into force on 8 June, 2018

**1. Terms and definitions**

- The Policyholder** is a person who has contacted the insurer in order to conclude an insurance contract, or a person to whom the insurer has offered to conclude an insurance contract or who has concluded an insurance contract with the insurer.

- 1.2. **The Insurer** is ADB Gjensidige. ADB "Gjensidige" list of insurance products distributors is published on [www.gjensidige.lt](http://www.gjensidige.lt) and/or [www.lb.lt](http://www.lb.lt).
- 1.3. **The Insured Event** is an event, determined in the insurance agreement, alter the occurrence of which the insurer must pay the insurance premium.
- 1.4. **The Insurance Cover** is the obligation of the insurer to pay the insurance premium alter the occurrence of the insured event.
- 1.5. **The Insurance Premium** is the amount of money determined in the insurance contract, which the policyholder pays the insurer for the insurance cover, under the terms and conditions of the insurance contract.
- 1.6. **The Insurance Interest** are the losses which could have been incurred by the policyholder, the insured or the beneficiary in the case of the insured event taking place.
- 1.7. **The Insurance Benefit** is the amount of money, which alter the occurrence of the insured event must be paid by the insurer to the policyholder or to any other person who is entitled to receive the insurance benefit, or any other form of the premium payment determined in the insurance contract.
- 1.8. **The Insurance Period** is the period of time from the beginning to the end of the insurance cover, which does not necessarily coincide with the term of the insurance contract. If the provisions of the insurance contract do not determine otherwise, it is understood that the insurance cover is valid only during the insurance period.
- 1.9. **The Term of the Insurance Contract** is the term of validity of the insurance contract determined in the policy, if the parties fulfil their contractual obligations in a proper and timely manner.
- 1.10. **Fixed Term Insurance Contract** is an insurance contract valid only for the term indicated in the insurance contract. If the insurance contract does not specify otherwise, it is considered that the insurance contract has fixed terms.
- 1.11. **Continuous Insurance Contract** is an insurance contract which upon the agreement between the policyholder and the insurer is valid for the term determined in the insurance contract and is automatically extended for a further period which shall not be longer than one year, unless either of the parties of the insurance contract informs the other party about the non-renewal of the insurance contract at least one month before the end of the insurance term.
- 1.12. **The Certificate of Insurance (Policy)** is a document issued by the insurer which approves the conclusion of the insurance contract.
- 1.13. **The Insurance Risk** is the probable threat to the object insured.
- 1.14. **The Insurance Amount** is the amount of money determined in the insurance contract or calculated according to the procedure determined in the insurance contract, which must not be exceeded by the insurance benefit, except for in the cases determined in the insurance contract.
- 1.15. **The Insurance Contract** is a written agreement between the insured and the insurer, concluded according to the rules of the type of insurance. Under the insurance contract, the insured undertakes to pay the insurance premium, specified in the insurance contract. Under the insurance contract, the insurer is obliged to pay the insurance premium if the insured event occurs. The insurance contract consists of:
  - the certificate of insurance (policy) and its annexes
  - the rules of insurance and/or other insurance contract conditions on which the insured and the insurer have agreed in writing (individual conditions of the insurance contract)
  - application to conclude the insurance contract, if any.
- 1.16. **The Rules of the Insurance** are the standard conditions of the insurance contract prepared by the insurer, which consist of:
  - the general conditions
  - conditions of the type of insurance
  - additional conditions of the type of insurance. Only those additional conditions of the type of insurance are applied which have been determined in the certificate of insurance.
 In case of a conflict between the general conditions and the conditions of the type of insurance, the conditions of the type of insurance shall prevail. In case of a conflict between the additional conditions of the type of insurance and the general conditions or the conditions of the type of insurance, the additional conditions of the type of insurance shall prevail.
- 1.17. **The Insurance Value** is the value of the insured property or of the property risk.
- 1.18. **Deductible** is a fixed amount of money, the percentage or any other size determined in the insurance contract, by which the insurance premium is deducted if the insured event occurs (by this amount the insured participates in the compensation of losses itself).
- 1.19. **Unconditional Deductible** is the amount by which the insurer deducts the insurance benefit in case of each insured event. If the insurance contract does not determine otherwise, it is considered that the deductible is unconditional.
- 1.20. **Conditional Deductible** is the parts of the loss expressed as the amount of money paid by the insured, if the losses occurred do not exceed the size of deductible. If the loss exceeds the size of the conditional deductible, then the insurance benefit shall be paid without deduction of the deductible.
- 1.21. **The Beneficiary** is a person determined in the insurance contract, the person determined by the policyholder, or, for insurance contracts, the person determined by the insured, or any other person who is entitled to receive the insurance benefit.
- 1.22. **The Irrevocable Beneficiary** is a beneficiary who cannot be cancelled or changed by the policyholder (or, for insurance contracts, by the insured) unilaterally, without the consent of the beneficiary.
- 1.23. **Non-insured Event** is an event determined in the insurance contract and/or the laws, alter the occurrence of which the insurer does not pay the insurance benefit.

## 2. Rights and obligations of the insurance contract parties before the conclusion of the contract and the procedure of the conclusion of the insurance contract

- 2.1. Before entering the insurance contract, the policyholder must:
  - 2.1.1. At the request of the insurer or its representative, provide a written application to conclude the insurance contract and/or other documents
  - 2.1.2. Provide the insurer with all known information and circumstances which could have an essential influence in determining the possibility of insured risk taking place and the size of the consequences

of this event (insurance risk). Circumstances of which the policyholder must inform the insurer or its representative are the following:

- a) information provided in the application to conclude the insurance contract (if the application has been filled out);
  - b) information which the insurer has requested in writing;
  - c) information about any other insurance contracts according to which the object will be insured against the same risks together with the contract which is to be concluded.
  - d) conditions of the type of insurance may determine other circumstances, which, in addition to the above, could have a great influence in determining the risk.
- 2.2. The policyholder and the insured are responsible for the completeness and accuracy of the information provided to the insurer or its representative.
  - 2.3. Within the term of the insurance contract the insured and the policyholder must immediately correct any information submitted during the conclusion of the insurance contract that is found to be false or incorrect, and provide the insurer with correct information.
  - 2.4. If alter the conclusion of the insurance contract it is determined that the insured or the policyholder had the insurer or its representative provided the knowingly false information about the essential circumstances, then the insurer is entitled to request that the insurance contract is proclaimed as invalid, except for the cases, when the withheld circumstances are gone before the insured even or could not have any influence in the insured event.
  - 2.5. If the insured or the policyholder had not provided information about the essential circumstances due to negligence, then the insurer must offer the insured to amend the insurance contract not later than within two months after these circumstances became known. If the policyholder refuses to do so or does not respond to the insurer's offer within one month, then the insurer is entitled to request the termination of the insurance contract.
  - 2.6. If the policyholder has not provided information on essential circumstances due to negligence, then alter the occurrence of the insured event, the insurer must pay the part of the insurance benefit which would have been paid if the policyholder had fulfilled his/her obligation, in proportion to the ratio of the insurance premium and the insurance premium which would have been determined if the non-submitted information was known.
  - 2.7. If the insurer, despite knowing about the circumstances which the policyholder did not inform about due to negligence, does not conclude the insurance contract, then the insurer is entitled to require the termination of the insurance contract within two months of the day when it was disclosed that the policyholder had not provided the information due to negligence. If the insured event occurs, then the insurer is entitled to refuse to pay the insurance benefit only if he/she proves that neither insurer would have concluded the insurance contract being aware of the circumstances which the policyholder did not provide due to negligence.
  - 2.8. The right of the insurer to assess the insurance risk and to refuse to conclude an insurance contract.
  - 2.8.1. Before the conclusion of the insurance contract the insurer is entitled, but not obliged to, inspect/assess the insured object and, if necessary, to appoint experts to assess the insurance risk at its own expense. The assessments performed by the insurer, any written reports and any opinions expressed verbally or in writing is considered only as the insurance risk assessment and may not be used by the policyholder to prove that the insurance object is safe, does not pose a risk to the environment, complies with laws or other legal acts, engineering, industry standards or other requirements.
  - 2.8.2. In case the insured interest is related to the health of a natural person, the Insurer has the right to demand documents from the policyholder, specifying the policyholder's (insured person's) age, health condition, profession and other circumstances having effect on the insurance risk
  - 2.8.3. The insurer is entitled to refuse to conclude the insurance contract without giving any reason.
  - 2.9. The insurance contract may be concluded according to the rules of the type of insurance which are considered as the standard conditions of insurance or according to the written individual insurance contract conditions agreed between the insurer and the policyholder in advance.
  - 2.10. The insurer must enable public access to the rules of the type of insurance and provide a copy thereof to the policyholder before the conclusion of the insurance contract.
  - 2.11. The rules of the type of insurance may determine other rights and obligations of the parties of the insurance contract before the conclusion of the contract, as well as the differing procedure of the insurance contract's conclusion.

## 3. Beginning of the insurance cover. Validity of the insurance contract. Conditions of amendment and termination of the insurance contract

- 3.1. The insurance contract is concluded for the term agreed between the parties and indicated in the certificate of insurance.
- 3.2. Whenever the insurance contract is concluded remotely, the moment the insurance contract comes into force is determined as 14 calendar days from the conclusion of the contract, with the exception of cases, whenever the policyholder specifies an earlier date. In cases, when the Policyholder specifies an earlier date of the contract's entry into legal force, the insurance coverage shall begin from the policyholder's specified date (prior to the expiry of the contract withdrawal term at the request of the client) (point 3.7.5. of these General Insurance conditions).
- 3.3. The insurance contract enters into force from the day determined in the certificate of insurance, at 00:00 h (Lithuanian time) if another time is not specified in the certificate, but not earlier than the first instalment of insurance premium or the insurance premium is paid in full, if the deferral period is not specified in the insurance contract:
  - a) if the insurance premium (or its first part, if paid in instalments) is paid before the term of validity of the insurance contract, then the insurance contract enters into force and the insurance cover is applied from the date of the contract;
  - b) if the insurance premium (or its first part, if paid in instalments) is paid before the term of validity of the insurance contract determined in the insurance contract and then delayed for less than 30 calendar days, then the insurance

contract enters into force and the insurance cover is applied from 00:00 h of the day after when the premium was paid. In such a situation, the term of the contract is not extended;

- c) if the insurance premium (or its first part, if paid in instalments) is paid before the term of validity of the insurance contract determined in the insurance contract and then delayed for 30 calendar days or more, then the insurance contract does not enter into force, the insurance cover is not applied and the past due insurance premium paid is returned to the policyholder;
  - d) if only a part or the insurance premium (or the part of the first part, if paid in instalments) is paid, then the insurance contract does not enter into force and the insurer does not provide the insurance cover, if it is not expressly determined otherwise in the insurance contract.
- 3.4. If the insurance contract involves a deferral of the insurance premium (or its first part, if paid in instalments), then the entry into force of the insurance contract is not related to the payment of the premium and the insurance contract enters into force and the insurance cover is applied from the date of the contract is signed. If the policyholder does not pay the deferred insurance premium (or its first part, if paid in instalments) by the time due, then the ordinary consequences determined in the points 4.5 - 4.7 of the General Insurance Conditions shall be applied.
  - 3.5. The insurance contract can be fixed-term or continuous.
  - 3.6. The insurance cover is applied to all the insured events occurred within the term of validity of the insurance contract. If the insurance contract determines to apply the insurance cover to the insured events occurred before the entry into force of the insurance contract, then this condition is valid, provided that the contractual parties did not know or could not have known about the insured event occurred before the entry into force of the insurance contract.
  - 3.7. The end and termination of the insurance contract.
    - 3.7.1. The term of the insurance contract expires at 24:00 h (Lithuanian time) on the day indicated in the certificate of insurance, if another time is not determined in the certificate.
    - 3.7.2. The insurance contract ends before the term of validity:
      - a) if the insurer pays all the benefits determined in the insurance contract. In this case, the contract expires from the date of the event based on which the insurer pays the entire benefit;
      - b) if the policyholder (the legal entity) is liquidated and there is no assignee of its rights and obligations;
      - c) if the owner of the insured property changes, except for in cases when the contractual parties and the new owner agree in writing otherwise, or if the new owner becomes the policyholder himself (for example, the policyholder buys the property in leasing or otherwise).
      - d) if there is another basis for the termination of the contract, determined by laws or by the insurance contract.
    - 3.7.3. The insurance contract may be terminated before its expiry date, if alter the conclusion of the contract the possibility of the insured event or the insurance risk disappears due to circumstances unrelated to the insured event.
    - 3.7.4. A policyholder, who has entered into a contract by means of remote communications, has the right to withdraw from the insurance contract during 14 calendar days from the conclusion of the insurance contract, with the exception of following cases:
      - a) Travel insurance, Personal insurance, Passenger insurance, Aid insurance, Cargo insurance, all Vehicle, Property, Civil liability insurance contracts with an insurance term shorter than one month;
      - b) Insurance contracts, which were fully executed by both parties according to a client request (i.e. the insurer provides the insurance coverage and the policyholder pays the insurance premium) before the expiry of 14 calendar days.
    - 3.7.5. The insurance contract can be terminated in other cases and under procedures determined by the laws or the conditions of the insurance contract.
  - 3.8. Settlement procedures upon termination of the insurance contract.
    - 3.8.1. If the insurance contract expires or is terminated before the agreed date, then the insurer is entitled to part of the premium paid for the insurance contract's period of validity.
    - 3.8.2. The remaining part of the insurance premium shall not be returned if the insurance contract has expired or is terminated according to points 3.7.2. a) and 5.2.2 of the General Insurance Contract Rules.
    - 3.8.3. If the insurance contract expires or is terminated at the initiative of the policyholder, or according to points 3.7.2 b) - d), 5.1.2 or 3.8.4 b) or 8.3 of the General Insurance Contract Rules, then the insurer shall exclude from the amount returnable to the policyholder:
      - a) costs of the contract conclusion and execution (20% of the premium for the unused insurance term, which can be no longer than one year but not less than EUR 14). If it is impossible to calculate the costs of the insurance contract conclusion and execution from the policyholder's paid insurance premium part (insufficient amount of funds), then these costs must be borne by the policyholder;
      - b) the insurance benefits paid and expected to be paid according to the insurance contract.
    - 3.8.4. If the policyholder withdraws from the insurance contract concluded via means of remote communications (point 3.7.4. of these General Insurance Contract Rules) during 14 calendar days from the conclusion of the insurance contract:
      - a) if the insurance coverage was yet to be provided - all of the paid insurance premium is returned without any deduction for administrative costs;
      - b) if the insurance coverage was started - the conditions, laid out in p. 3.8.3. of these General Insurance Contract Rules are applied.
    - 3.8.5. If the policyholder had not paid all of the agreed insurance premiums before the termination/expiry of the insurance contract, then at the termination or the expiration of the contract he/she must pay the part of the insurance premium for the insurance cover provided before the termination/expiry.
    - 3.8.6. The reimbursable insurance premium or its part shall be transferred to the bank account of the policyholder not later than 14 working days after the receipt of the written policyholder's request but not earlier than the date of the termination of the insurance contract.
    - 3.9. The insurance contract may be amended only with the written agreement being signed by the insurer and the policyholder.

## 4. Insurance premium and its payment

- 4.1. The amount of the insurance premium shall be calculated by the insurer, taking into account the information provided by the policyholder, the insured object, the amount of insurance, the risk of insurance, and other conditions determined in the insurance contract, as well as other relevant information.
- 4.2. The insurance premiums can be paid by bank transfer, electronic banking or cash using the insurer's intermediaries network. The policyholder is responsible for ensuring that his insurance premium is paid in time to the insurer's account with the bank and that all documents required by the insurer for the identification of the payer and the insurance contract are recorded in the payment documents. The possibility to pay insurance premiums in cash or settle with payment card is made only in some offices of the Insurer.
- 4.3. The effective payment date of the insurance premium is considered to be the date on which the insurance premium is entered in the account specified by the insurer or insurer's authorized intermediary in the bank or paid in cash and satisfies the requirements of p. 4.2. of these General Insurance Contract Rules, otherwise, the date of identification of the insurance premium is authorized by the Insurer.
- 4.4. Insurance payments for the Policyholder may be paid by other persons, without obtaining any rights to the insurance contract and paid insurance premiums.
- 4.5. If the insurance premium or part of it is not paid in a timely manner, then the insurer is entitled to add interest of 0.02% to the unpaid amount for each day that payment is delayed.
- 4.6. If the policyholder fails to pay the insurance premium in total or in part within the period determined by the insurance contract (except for cases when the entry into force of the insurance contract is related to the payment of part or all of the insurance premiums), then the insurer is obliged to inform the policyholder in writing stating that if he/she fails to pay the total amount of the insurance premium that is unpaid within 30 days after the dispatch of the notification, then the insurance contract will be terminated. The insured and the insurer may be extended the specified term of payment. An extension by agreement of the parties is possible only if the month in which the expiration date of the insurance contract in the insurer's notice regarding the unpaid payment was specified has not expired.
- 4.7. In such a case, if the insurance premium was partly paid and after the termination of the contract for failure to pay the premiums, the amount returnable to the customer remains and is payable by excluding the amounts determined in the point 3.8.3 of these General Conditions of the Insurance Contracts.

## 5. The rights and obligations of the policyholder and the insurer during the contract period

- 5.1. The policyholder is entitled to the following rights:
  - 5.1.1. In the case of the insured event, the policyholder is entitled to require the insurer to pay the insurance benefit in accordance with the laws and/or the terms of the insurance contract.
  - 5.1.2. The policyholder is entitled to terminate the insurance contract by informing the insurer in writing not later than 15 days before the intended termination day. The request to terminate the insurance contract must be signed by the policyholder or his/her authorised representative. The procedure for submitting the request is described in Article 11 of these General Insurance Conditions (Procedure of presenting information to the other party to the contract).
  - 5.1.3. According to the laws, the policyholder and/or his/her authorised representative is entitled to receive information about the examination of the insured event.
  - 5.1.4. The policyholder is entitled to access his/her personal data handled by the insurer and the process of handling and request the correction of incomplete, incorrect and inaccurate personal data, as well as to require the erasure of his personal data, to restrict or disagree with their processing, and to request the transfer of his personal data.
  - 5.1.5. The policyholder is entitled to require amendments of the insurance contract or to reduce the insurance premium, if the insurance risk is reduced.

If the insurer does not agree to amend the insurance contract or to reduce the insurance premium, then the policyholder is entitled to apply to the court due to the termination of the insurance contract or modification, in the case of material change of the circumstances or to terminate the insurance contract according to the order, specified in the law on insurance.
- 5.2. The insurer is entitled to the following rights:
  - 5.2.1. If the insurance risk increases or in cases of material changes in the circumstances of the insurance contract, the insurer is entitled to request to change the conditions of the insurance contract and/or to recalculate the insurance premium. If the policyholder does not agree to amend the insurance contract or to increase the insurance premium, then the insurer is entitled to apply to court due to the termination of the insurance contract or modification, in case of a material change to the circumstances. If the policyholder does not inform the insurer about the increase of the insurance risk or the material change to the circumstances, then the insurer is entitled to request termination of the insurance contract and compensation for damages, if they are not covered by the premiums received. However, the insurer is not entitled to request the termination of the insurance contract if the circumstances which could have affected the increase of the insurance risk had disappeared.

The cases of the insurance risk increase are determined in the conditions of the type of insurance, additional conditions and other documents making the insurance contract.
  - 5.2.2. The insurer is entitled to terminate the insurance contract by a written notification sent to the policyholder seven days before the intended termination, if:
    - a) the policyholder or the insured have failed to comply with the security requirements and have not eliminated the shortcomings indicated by the insurer before the conclusion of the contract or during the period in which the contract is valid, as it is regarded as a material breach of the insurance contract;
    - b) the policyholder or the insured has caused the damage intentionally;

- c) after the occurrence of the insured event, the policyholder or the insured has provided the insurer with false or incomplete information important in determining the amount of the insurance benefit, or has tried to receive the insurance benefit by illegal means.
- 5.2.3. To inform the policyholder of the ending insurance contract when he has properly fulfilled his obligation to provide relevant contact details.
- 5.2.4. The rights of the insurer when the policyholder does not pay the insurance premium are determined in points 4.5 - 4.7 of these General Conditions of the Insurance Contracts.
- 5.3. The policyholder has the following duties:
  - 5.3.1. To pay the insurance premiums within the terms determined in the insurance contract. In the payment order, to record all requisites required by the insurer in the payment documents in order to identify the payer and the insurance contract.
  - 5.3.2. To perform the instructions of the insurer, in order to reduce the risk and comply with the security measures imposed by the conditions of the type of insurance, additional conditions and the insurance contract.
  - 5.3.3. To inform the insurer immediately about the increased risk or other cases when the circumstances determined by the insurance contract change radically. The increase in risk and other cases due to which the circumstances determined by the insurance contract change radically, are determined in the conditions of the type of insurance, additional conditions and the insurance contract.
  - 5.3.4. In the case of the policyholder and the insured person or the beneficiary do not match, the policyholder is obliged to inform the insured person and/or the beneficiary regarding the concluded insurance contract, familiarize them with the insurance contract conditions and condition changes.
  - 5.3.5. In the case of the insured event or in circumstances under which there is a real risk of the insured event occurring, the policyholder must register in insurer webpage [www.gjensidige.lt](http://www.gjensidige.lt) or inform the insurer by calling his general telephone number 1626 or by e-mail [info@gjensidige.lt](mailto:info@gjensidige.lt) and comply with the obligations determined in the conditions of the type of insurance, additional conditions or the insurance contract.
  - 5.3.6. If after the payment of the insurance benefit it is revealed that according to the conditions of the insurance contract the insurance benefit should not have been paid or it should have been lower, then at the request of the insurer, the policyholder must return the paid benefits or a part thereof within 30 calendar days, except for cases determined by the laws.
- 5.4. The insurer has the following obligations:
  - 5.4.1. To pay the insurance benefits as determined by the rules and the laws.
  - 5.4.2. If the insurance benefit has not been paid, the insurer is obliged to inform the policyholder (beneficiary or an aggrieved third person) comprehensively and in writing each 30 days from the receipt of the message regarding the insured event. The insurer is obliged to inform the above-mentioned regarding the course of the insured event investigation, with the exception of cases, whenever there are documents or information missing and not provided by the policyholder (beneficiary or aggrieved third person) and the policyholder (beneficiary or aggrieved third person) is already informed regarding the documents and information, which this person is obliged to provide during the course of the investigation of the insured event.
  - 5.4.3. If it is determined that the insured event did occur, and the insurer and the policyholder are unable to reach an agreement on the amount of the insurance benefit, then at the request of the policyholder, the insurer must pay the amount equal to the contractual non-disputable insurance benefit, provided that the determination of the amount of the damage exceeds for more than 3 months.
  - 5.4.4. To change the conditions of the insurance contract and to re-calculate the insurance premium, if within the validity of the agreement the conditions have changed essentially and the insurance risk has been reduced.
  - 5.4.5. The insurer must return the paid insurance premium for the remaining period for which the contract is valid to the policyholder if the insurance contract has been terminated due to the fact that the possibility of the insured event has disappeared or the insurance risk has disappeared due to the circumstances not related to the insured event (e.g. that the insured object was damaged for reasons unrelated to the insured event and so on).
- 5.5. The conditions of the type of insurance, additional conditions and the insurance contract may determine other rights and obligations of the contractual parties.

## 6. Procedure for payment of the insurance benefit

- 6.1. Insurance benefits are paid for the insured events determined by the conditions of the type of insurance, as limited by the insurance contract.
- 6.2. Insurance benefits are taxable according to the laws of the Republic of Lithuania.
- 6.3. The policyholder, the insured and/or the aggrieved third person must provide the insurer with all the necessary documents and information about the reasons and consequences of the insured event necessary for calculation of the insurance benefit. It covers documents and information confirming the presence of the insured event, the scope of the damage and so on.
- 6.4. The insurance benefit payment terms:
  - 6.4.1. The insurer is not entitled to pay or refuse to pay the insurance benefit without ascertaining the veracity of the occurrence of the insured event and all the available information;
  - 6.4.2. If the insurance benefit has not been paid, the insurer is obliged to inform the policyholder (beneficiary or an aggrieved third person) comprehensively and in writing each 30 days from the receipt of the message regarding the insured event. The insurer is obliged to inform the above-mentioned regarding the course of the insured event investigation, with the exception of cases, whenever there are documents or information missing and not provided by the policyholder (beneficiary or aggrieved third person) and the policyholder (beneficiary or aggrieved third person) is already informed regarding the documents and information, which this person is obliged to provide during the course of the investigation of the insured event.
- 6.4.3. If due to the event which can be acknowledged as the insured event the policyholder is subject to a civil case, criminal proced-

- 6.4.4. If the insurance benefit has not been paid to the policyholder, the insured, the beneficiary or any other third person within 30 days of notification of the insured event, then the insurer must comprehensively and in writing inform the policyholder (the beneficiary) about the examination of the insured event.
- 6.4.5. If it is determined that the insured event did occur, and the insurer and the policyholder are unable to reach an agreement on the amount of the insurance benefit, then at the request of the policyholder, the insurer must pay the amount equal to the contractual non-disputable insurance benefit, provided that the determination of the amount of the damage exceeds more than 3 months.
- 6.5. The insurance benefit is paid to the bank account of the policyholder (the beneficiary) or a person authorised in writing. If the insured is a minor, then the insurance benefits shall be paid:
  - 6.5.1. Only to his/her bank account
  - 6.5.2. If the minor is less than 14 years old - to the bank account of one of the parents, provided that the other parent has presented written consent
  - 6.5.3. To one of the minor's parents, if a minor is aged 14 or older and has presented written consent.
- 6.6. When the insurer pays the insurance benefit to the policyholders who is entitled to recover taxes due to the insurance object's recovery to the previous state, then it reduces the insurance benefit by the amount of the taxes returnable. In such a situation, when calculating the insurance benefit, the amount of the taxes is deducted first of all, and then the deductibles.
- 6.7. Exemption from paying the insurance benefit:
  - 6.7.1. The insurer is exempt from obligations to pay the insurance benefit if the insured event occurred due to the intent of the policyholder, the insured or the beneficiary, with the exception of acts, specified by legal acts.
  - 6.7.2. The insurance benefit shall not be paid if the requirement to pay is based on fraud, i.e. the policyholder or related persons, the insured or the beneficiary tried to mislead the insurer by falsifying the facts, presenting false information or unduly increasing the amount of loss.
  - 6.7.3. Legal acts might specify other cases of exemption from paying the insurance benefit.
  - 6.8. The insurer is entitled to reduce the insurance benefit if the policyholder and/or the insured, and/or the beneficiary:
    - 6.8.1. Does not adequately inform the insurer and/or presents incorrect or incomplete information about the insured event.
    - 6.8.2. Does not take measures to prevent damage or decrease its extent
    - 6.8.3. Fails to comply with the conditions of the insurance agreement or reasonable requirements of the insurer related to decreasing the insurance risk
    - 6.8.4. Does not provide the insurer with the possibility of assessing the extent of and reason for the damage
    - 6.8.5. Does not take measures which would enable the damage compensation by the person who has provoked it or acts in such a manner that the insurer is not able to implement its right of requirement (subrogation).
  - 6.9. The insurer must prove the circumstances which exempt it from paying the insurance benefit or allow reducing it.
  - 6.10. If the insurer decides to refuse to pay the insurance benefit or a part thereof, if must assess the fault of the policyholder, the importance of the infringement, the relation between the breach and the consequences, as well as the amount of damage caused due to the infringement.
  - 6.11. If after the payment of the insurance benefit it is revealed that according to the conditions of the insurance contract the insurance benefits should not have been paid or it should have been lower, then at the request of the insurer, the policyholder must return the paid benefit or a part thereof within 30 calendar days, except for in cases where the law determines otherwise.
  - 6.12. Crediting of the insurance premium:
    - 6.12.1. The insurer has the right but is not obliged to deduct the unpaid insurance premium, with overdue payment terms, as well as other sums with overdue payment terms. If the deduction is not applied, the policyholder's obligation to pay the specified insurance premiums and other arrears remains valid.
    - 6.12.2. If the insurance contract expires after the payment of the insurance benefit, then the insurance benefit covers all unpaid insurance premiums, according to the insurance contract.
  - 6.13. The insurer will not compensate for damages and will not provide insurance cover if the United Nations applies trade, economic or other sanctions, prohibitions or restrictions to the insurer, as well as if other laws, instructions and regulations are applied to the insurer.

## 7. Obligation to protect the information

- 7.1. The insurer is not entitled to disclose the information obtained in the performance of the insurance activities regarding the policyholder, the insured or the beneficiary, their health status, financial situation, as well as other information, specified in the insurance contract, except for in cases where the law determines otherwise. The insurer violating this obligation is obliged to compensate the policyholder, insured person or the beneficiary all of the property and non-property losses.
- 7.2. Information about the policyholder, the insured or the beneficiary obtained in the performance of the insurance activities can be disclosed:
  - 7.2.1. to courts, law enforcement agencies and other institutions in cases determined by the laws;
  - 7.2.2. to courts examining the disputes between the policyholder (applicant) and the insurer;
  - 7.2.3. to reinsurers, companies of the insurer's shareholders;
  - 7.2.4. to experts, representatives, consultants and other subjects providing services to the insurer;
  - 7.2.5. to arbitral tribunals examining disputes between the policyholder and the insurer, or an authorised representative or agent of the insurer;
  - 7.2.6. at the policyholder's consent or request.
  - 7.2.7. in other circumstances, specified by legal acts, whenever the insurer has the obligation to disclose information.

## 8. Transfer of rights and obligations under the insurance contract

- 8.1. The insurer is entitled to transfer its contractual rights and obligations to other insurers according to the laws. However, in case the Insurer plans to transfer his rights and obligations arising from the insurance contract, he undertakes to inform according to the order, specified in laws.
- 8.2. The policyholder is not entitled to transfer his/her contractual rights without the written consent of the insurer.

## 9. Settlement procedure for disputes arising between the policyholder and the insurer

- 9.1. Complaints about the activities of an insurer or insurance distributor can be provided by ADB "Gjensidige". Extensive details regarding the complaint and dispute settlement procedure, including the activities of the distributor of insurance products, are specified on the insurer's internet page [www.gjensidige.lt](http://www.gjensidige.lt).
- 9.2. Disputes arising from the insurance contract shall be resolved by negotiations. If the parties fail to reach an agreement, then the dispute shall be settled/solved in a non-judicial manner in

the Bank of Lithuania (Totoriu str. 4, LT-01103, Vilnius, more information – [www.lb.lt](http://www.lb.lt)) or in court, according to the laws of the Republic of Lithuania.

## 10. The law applicable to the insurance contract

The insurance contract is governed by the laws of the Republic of Lithuania, if not agreed otherwise in the insurance contract (individual insurance contract or insurance certificate).

## 11. Provision of information to the other party

- 11.1. Any notice of one contractual party to the other party must be submitted in writing. Intermediaries are not authorised to accept such notices.
- 11.2. Notices to the other party shall be sent in writing by post, e-mail or courier services. Notices sent by e-mail indicated in the certificate of insurance or by letter to the address indicated in the certificate of insurance, transferred by fax number indicated in the certificate of insurance or delivered to the other party to the address indicated in the certificate of insurance by using the services of a courier is considered as delivered properly according to these Rules, except for the cases indicated in these Rules.

Contractual parties must inform each other about changes of address or other contact data in 15 days period from the change of such data.

- 11.3. It is considered that the date of presenting the notice is:
  - 11.3.1. the next working day after the notification was sent, if sent by e-mail.
  - 11.3.2. if sent by post:
    - a) if sent by ordinary post, the notice shall be deemed duly served within a reasonable term after its dispatch
    - b) the day of receipt (the date of receipt of the notification is determined according to the official post stamp placed by the postal authorities entitled to do so), if it was sent by registered mail
    - c) the date on which the notice was served to the policyholder, if it was sent via a courier.

## 12. Protection of personal data

- 12.1. Gjensidige is processing personal data received from Policyholder, who would like to use or is using Gjensidige services, and the personal data, which is received from other sources (e. g. from registers maintained by government or private persons, from other third parties).
- 12.2. Gjensidige is publishing detailed information about principles of personal data processing on the website [www.gjensidige.lt](http://www.gjensidige.lt)