

# TRAVEL INSURANCE RULES No.061

## ADB Gjensidige insurance principles:

- We strive to make travel insurance your support and provide security in the event of unexpected situations that may occur during your trip.
  - We will find the most useful insurance solution for you - we will choose the insurance coverage that meets your needs and financial capabilities.
  - We trust you in when concluding the insurance contract and paying you the insurance benefit.
  - We are with you for whatever happens. Our goal is to evaluate your losses as soon as possible and to pay out your insurance benefit.
- We ask of you read the Travel insurance rules carefully to know the scope of your travel insurance coverage and to understand your rights and obligations clearly.

## Important to know:

If you opt for medical expenses insurance, we will cover not only medical expenses for mandatory medical assistance abroad, but also medicines prescribed by a doctor, medically urgent transportation (including air travel), repatriation of remains, travel by an accompanying person and transportation of children left without adult supervision.

If you have chosen insurance against your travel not taking place or termination of your travel, we will cover your travel expenses when you are unable to depart to your planned travel or cancel your trip after its start. If you opt for document insurance, this will not only cover your passport or personal ID card, but also your driver's license, vehicle registration certificate and personalized travel tickets.

We offer you to insure your civil liability for losses caused abroad prior to departing to foreign countries (for example, if you hurt another person or damage his sports equipment while skiing in the mountains, we will indemnify you for such losses).

In addition, we offer: accident insurance, travel connection insurance, travel delay insurance, luggage insurance against loss and delay, sports activities and equipment insurance.

Call 1626 to learn more about travel insurance, discuss individual insurance options, or to conclude an insurance contract. Call this phone from abroad: +370 52 72 1626.

The insurance contract shall not be valid if it has been concluded while the insured person is abroad, unless it becomes effective after 7 (seven) calendar days after its conclusion and payment of the premium.

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

### MEDICAL EXPENSES INSURANCE

In cases when the necessary medical care is provided due to an acute medical condition while traveling abroad:

- in an outpatient setting (for outpatient treatment). In this case you can immediately call the numbers listed in the Memo or you can pay for the medical services provided yourself. In the latter case, you must obtain a medical certificate from the medical institution stating the diagnosis, the examinations and treatments required, and the originals of the invoices and receipts for the medical services provided. You must inform us of the event as soon as you return from your trip, but no later than in 7 calendar days.
- in an inpatient treatment facility (inpatient treatment). You must report this within 24 hours via the telephone numbers in the Memo.

When reporting the event, please provide the following information: insurance policy number, the name and personal identification number of the injured person, the country of treatment, the name of the medical institution where treatment is provided, as well as its fax, telephone number and e-mail.

### FAILED OR INTERRUPTED TRAVEL INSURANCE

If you become aware of you not departing or trip interruption, you must inform the travel organizers and travel service providers in writing within 2 working days. You also need to withdraw the amount of money that you are allowed under your travel contract, and to cancel your tickets and hotel reservations.

### PERSONAL CIVIL LIABILITY INSURANCE

In the event of you causing injury to any third party during the trip, contact emergency help services immediately (if circumstances require to do so), collect evidence of the incident and report it within 48 hours to us by phone and provide the injured person with the contact details of our company.

### ACCIDENT INSURANCE

If you have suffered bodily injury (trauma) while traveling, immediately address the treatment facility, where you can receive emergency medical care services. Obtain a certificate from such health care facility specifying the date of the event and a diagnosis.

### BAGGAGE INSURANCE

If your baggage is lost, damaged or delayed at a foreign airport for more than 6 hours, you must immediately notify the airline representative or other competent authorities of the event, obtain documentary evidence with the date of the incident, actual luggage delivery time and circumstances of the event and provide us with payment documents supporting your costs/expenses you incurred.

Upon returning from the trip, you must notify us in writing of any event that may be recognized as insured under the terms and conditions of the insurance contract and your chosen insurance risk. You must inform us in writing and provide supporting documentation for the event no later than in 30 calendar days. You must inform us of the medical expenses event that caused the insured person to receive inpatient care in a health care facility or due to which the insured has died - within 24 hours, in other cases - as soon as you return from your trip, but not later than within 7 calendar days.

If you have concluded an insurance contract for the benefit of another person, please also make them aware of these insurance policies.

## I. TRAVEL INSURANCE TERMS AND CONDITIONS (INSURANCE TYPE TERMS)

### APPROVED:

ADB „Gjensidige“  
07 of February Board decision  
These terms and conditions entered legal effect on 11th of February 2020.

## DEFINITIONS USED

In order to provide you with a clearer understanding of the terms and conditions of insurance, below are the meanings (explanations) of the terms used.

- We, or the Insurer** - ADB Gjensidige.
- You or the Policyholder** - the person who has concluded the insurance contract.
- Insured** - a natural person specified in the insurance contract, whose insurer must pay the insurance benefit in the event of the occurrence of the insured event.
- Assistance company** - a company that accepts and settles claims, organizes the provision of services under the insurance contract and pays for them directly to the service provider and acts on our behalf.
- Abroad** - means the territory specified in the insurance policy, except for the country of nationality and the country of permanent residence of the insured person. The country in which the insured has permanent residency is a country where the insured person is constantly living or lives most of the time, and where he pays the compulsory health insurance payments.
- Medical Expenses** - Expenses which are financially and medically evidenced by documents, which appear when an insured person applies to a medical institution for an acute illness or bodily injury due to an accident while traveling abroad.
- Acute illness** - is an acute, unexpected change in the state of the human body that causes a danger to health and life that began abroad during the term of the insurance contract and requires necessary medical care to be removed (terminated).
- Chronic illness** - a medical condition that already exists at the time of the conclusion of the insurance contract (even if it has been misdiagnosed or not yet certified by a qualified doctor) and/or for which the insured has consulted medical staff, was treated or used medication for during the last 6 months prior to the day of the conclusion of the contract.
- Easy physical labor** - actions performed with light physical strength (muscle activity) and requiring little physical effort (including work in service, transport, shopping areas, cleaning of premises, etc.).
- Heavy physical labor** - activities that involve the use of physical strength (muscle activity) and require increased or significant physical effort (including the areas of work with machinery, weight lifting, high altitude work, construction work, work with metal, woodworking, agriculture, etc.).
- Accident** - is an unexpected, sudden effect of various types of external forces on the human body, which causes the insured person to suffer bodily injuries requiring the necessary medical attention.
- Bodily injury** - a loss of tissue integrity caused to an Insured person during a trip abroad due to a sudden physical, chemical, or thermal impact of the environment, resulting in a malfunction of their tissues.
- Emergency medical care** - the first emergency (urgent) medical care in foreign health care facilities (outpatient and inpatient) due to the threat to the health of the insured, which cannot be delayed until the insured returns to the country of nationality or permanent residence. Repeated visits to a medical institution for the same illness or trauma for which no new treatment or adjustment of an existing treatment is due shall not be considered as emergency medical assistance. As well as visits that include medical test (research) control (i.e. performed control radiography, presentation of results of examinations, etc.).
- Emergency dental care** - medical assistance provided by an odontologist from a foreign medical institution to relieve acute toothache.
- Baggage** - all personal belongings of the Insured (i.e. not rented or entrusted to manage) that are carried by the Insured on his own or rented (B, C or BE category) vehicle (i.e. passenger car or a car with trailer) or by air (in this case baggage must be checked in, given to the airport baggage department and a baggage receipt should be issued to confirm this).
- Travel organizer** - a legal person providing one or more of the following services: travel organization, accommodation, transportation services.
- Carrier** - a legal entity providing passenger and/or baggage transportation services.
- Public transport** - is a service provided by train, bus, ferry, airline, according to a publicly announced timetable.
- Relatives** - Insured person's spouses, parents, children, adoptive parents, adopted children, brothers and sisters, daughters-in-law, fathers-in-law, stepdaughters, stepsons, grandparents, grandchildren, caretakers, guardians and grand-guarded children. **Close relatives** - Insured person's spouse, parents, children, adoptive parents, foster children, guardians, guarded children, grandparents, grandchildren, brothers and sisters.

- Purchase value** - is the amount you need to spend to purchase new items of the same type and quality.
- Sports equipment** - Sports equipment and accessories used for sports training, competitions, leisure or games, as well as clothing and footwear specifically designed for this purpose (i.e. ski boots).
- Registered travel contract** - travel tickets, tourism service provision contract, accommodation service (i.e. at a hotel) provision contract.
- Travel** - means departure from the country of which the insured is a national or permanent resident, travel to the final destination and return to the country of nationality or permanent residence of the insured. Departure of the insured from a country where he has spent more than 48 hours prior to the departure trip shall be considered as a separate trip.
- Travel price** - the total price of the travel contract or, if you have organized the trip yourself, the cost of the ticket, the transfer from / to the airport and accommodation including the rental price of the vehicle. The price of the trip also includes prepaid tickets for entertainment events and excursions.
- Personalized ticket** - a travel ticket issued in the name of the insured.
- MINI variant** - an optional insurance cover which is intended only for citizens of the Republic of Lithuania who have a valid European Health Insurance Card and are traveling to the European Union countries.
- Natural disaster** - volcano eruption, earthquake, landslides, avalanches, snow slips, sinkholes, hurricane, flood, whirlpools, standing waves, tsunami, typhoon, tornado, rainfall, smoke, hail.
- Preferential insurance contract** - an insurance contract with a condition that the duration of each individual travel is limited, e.g. up to 30 days. This condition shall be stated in the insurance policy.

## INSURANCE CONTRACT CONCLUSION PROCEDURE

- Prior to entering into an insurance contract, you must provide as much information as possible about the travel you wish to insure, and give all known information about circumstances that may have a significant impact on the assessment of insurance risk and potential losses.
- When the insurance contract has been concluded while the insured is abroad, the insurance cover shall take effect 7 (seven) calendar days after the conclusion of the insurance contract and payment of the premium, but not earlier than indicated in the insurance policy (unless We have agreed otherwise).
- The following information is required for the conclusion of an insurance contract:
  - information about insured persons;
  - travel route (i.e. traveling to Poland via Germany), destination (i.e. work, study, vacation, skiing, diving, active recreation, sports, competitions, etc.), travel characteristics (i.e. traveling by motorcycle, bicycle);
  - departure and return dates.
- Before concluding an insurance contract, We have the right to ask you to provide the insured person's medical documentation, and you have an obligation to disclose to us any information relating to the insured person's medical conditions (chronic illnesses, oncological conditions, etc.).
- Two or more persons traveling together may be covered by a single insurance policy. The sum insured shall be specified for each insured person in the insurance policy. You must duly inform the insured, the parents or guardians of the minor insured of the insurance contract concluded and their duties, of these insurance rules and of the other terms and conditions of the concluded insurance contract.
- When agreed, preferential insurance policies may be concluded provided that the duration of each individual trip is limited, e.g. up to 30 days This is stated in the insurance policy.

## INSURANCE CONTRACT VALIDITY

- The insurance contract for all risks, except for failed travel and delayed travel, shall be valid only abroad and shall come into force when the insured departs abroad from the territory of the country of nationality or permanent residence of the insured, but not earlier than the date specified in the insurance policy. Time is specified according to time in Lithuania.
- The insurance contract with the risk of failed travel or interruption of travel shall become effective on the day when the insurance premium is paid (documents of proof of payment are provided), the registered travel contract (or travel tickets, accommodation, transportation services are reserved) is signed and the insurance policy is issued. The insurance cover shall take effect from the date indicated in the insurance policy as the date of conclusion of the insurance contract and shall be valid until the date of departure of the insured person, specified in the travel contract or other travel documents, it will also be valid during the trip.
- The insurance contract with the insured risk of a failed or interrupted travel must be signed at least 14 calendar days before the start of the travel. If the trip is booked less than 14 calendar days before the start of the travel, the travel insurance policy can be signed within 2 working days from

the date of the travel reservation, unless otherwise agreed. The period prior to the commencement of the travel, during which the insurance of the failed travel can be concluded, may not be less than 7 days.

37. The insurance cover shall cease upon the return of the insured person from the place of travel to the territory of the country of nationality or his permanent residence of the insured person, but no later than the date specified in the insurance policy or, in the case of a preferential insurance contract, the last day of the limited period.

## WHAT IS INSURED

(insurance object, insurance risks)

Our goal is to offer insurance coverage that meets your travel needs. Below you will find information on what expenses may be covered during your travel.

38. Insurance object - are the property interests of the insured, related to the compensation of financial loss due to unforeseen expenses abroad or during travel.
39. We may, at your choice, insure the travel financial losses related to:
- medical expenses;
  - accidents;
  - non-departure of your travel, travel interruption;
  - loss of connection during travel;
  - travel delay;
  - loss of travel documents;
  - baggage delay and/or loss;
  - personal civil liability;
  - sports activities and/or sports equipment delays and/or losses.

Insurance coverage shall be valid to the extent specified in the insurance contract only for the insurance risks specified in the insurance policy.

## COMMON NON-INSURANCE EVENTS

(the non-insured events listed below apply to all insurance risks)

Please note that we do not pay the insurance benefit in all cases. In order for the insurance to meet your expectations, we inform you about non-insured events, which are valid for all insurance risks, when the insurance benefit will not be paid.

40. We will not indemnify for any financial loss directly or indirectly caused by:
- 40.1. war, aggression, military type of action (whether war was declared or not), civil war, rebellion, revolution, insurrection, strike, boycott, internal disturbances that have reached the scale of insurrection, military or illegal use of force, as well as any kind of use of a weapon of mass destruction or similar events and other situations involving unstoppable force i.e. in cases of earthquake/force majeure.  
Weapons of mass destruction include biological, radiological, nuclear and chemical weapons which are intended to destroy or cause serious damage to a large number of living organisms, including humans;
- 40.2. any type of terrorist attack, except Travel insurance terms and conditions point 43.10. the term „Terrorism“ refers to the threat to the life or health of many people through the use or threat of use of force (i.e. by blasting, arson, etc.) for political, religious, ideological or ethnic purposes having the objective to influence or intimidate the government and/or society or part thereof. Terrorist attacks are considered to be actions that were approved or declared by the relevant authorities as terrorist attacks;
- 40.3. involvement of the Insured in mass unrest, riots, riots, war, service in any foreign military force or formation;
- 40.4. damages caused to the Insured directly or indirectly, including in cases of terrorist attacks, due to the impact of ionizing radiation or radioactive contamination or due to the radioactive, toxic, explosive and other hazardous properties of any explosive nuclear mixture or component;
- 40.5. Insured person's suicide, attempted suicide or any other deliberate action / omission of the insured, leading to administrative, civil and criminal liability, as well as incidents that occurred during the arrest of the insured and incidents in places of imprisonment;
- 40.6. if the insured person was intoxicated before, during or immediately after the accident (up to 12 hours) by alcohol (as evidenced by medical records or alcohol tester test results and blood alcohol level exceeded 0.4 permille) or toxic, narcotic or other psychoactive substances; or has consumed potent medication without an appropriate doctor's appointment, unless otherwise agreed. Alcohol or narcotics use immediately after the occurrence of the event is considered as if the insured person was intoxicated or intoxicated at the time of the occurrence;
- 40.7. when the insured person, being in the alcoholic, narcotic, toxic, intoxicated state and/or being without possession of a valid driving license for the relevant category, has operated any self-propelled vehicle or other self-propelled machinery (mechanism) with an internal combustion or electric motor, as well as in cases when the insured person transferred the operation to a person being in the alcoholic, narcotic, toxic, intoxicated state and/or being without possession of a valid driving license of the relevant category. In these cases, the insured person's intoxication shall be assessed in accordance with the law in force in the country of occurrence of the event;
- 40.8. when the insured person travels, irrespective of the doctor's recommendations, or travels to countries to which the Ministry of Foreign Affairs of the Republic of Lithuania does not recommend traveling;
- 40.9. the seizure, confiscation or destruction of the insured person's baggage or the seizure of the insured person by state authorities (customs, police, etc.);
- 40.10. the actions of persons on whom travel plans depend, unlawful actions, as well as actions involving administrative, civil and/or criminal responsibility, as well as due to improper provision of services relating to the travel of the insured, due to errors of any service provider, travel agency, tour operator through whom a travel is booked;

- 40.11. unfavorable weather conditions (except medical expenses insurance, accident insurance, travel connection insurance).
41. We will not indemnify for financial losses not incurred during the term of the insurance contract, risks not covered by the insurance contract, default interest and other expenses incurred by the insured due to failure to provide information and/or documents in time, as well as in cases when the financial losses are not proven by documents (doctor's certificate, bills, certificate of incapacity for work, accident act, death certificate, carrier's note/letter confirming the event, carrier's letter regarding the compensation of losses, etc.)  
We will not indemnify for financial loss if it is fully compensated by other persons (i.e. insurance or other company, state compulsory health insurance fund, etc.). Upon occurrence of an insured event and in case you have concluded an insurance contract with more than one insurance company for the same risk, each insurance company shall pay the insurance benefit in proportion to the sum insured specified in the insurance contract, but the insurance benefits paid by Us and other insurance companies cannot exceed the size of the damage.  
The insurance contract may provide for additional non-insured/insured events.

## MEDICAL EXPENSES INSURANCE

Insured events and paid expenses.

42. An insured event is an insured person's referral to a medical institution abroad or his death due to accidental bodily injury and / or unexpected acute health disorder, with the first symptoms of which endanger the life of the insured and require emergency medical care appearing during the insured person's stay abroad, except for events, listed in points 40, 41, 49 and 50 of these Travel Insurance terms and conditions.
43. Within the sum insured, we cover the insured's expenses abroad due to:
- 43.1. **emergency medical care** in an outpatient and/or inpatient facility;
- 43.2. **the purchase of medication, bandages and fixation materials** upon appointment by the doctor, and which are needed for the treatment of the insured. Without the appointment of a doctor, the insured person is allowed to purchase the necessary medicines or medical equipment abroad for up to EUR 25 during the term of the validity of the contract (i.e. pain relief, etc.), this condition is not applied with the MINI insurance variant, as well as in cases when the territory specified in the insurance contract is Lithuania;
- 43.3. **emergency dental care**, up to a maximum of EUR 200 for the whole period of insurance;
- 43.4. **emergency medical assistance in case of pregnancy or childbirth** (i.e. one doctor's consultation and related transport to the hospital) up to a maximum of EUR 300 for the whole period of insurance;
- 43.5. **emergency medical transportation** by medical transport (including air transportation) or public road transportation, taxi, subway (where a transport ticket is issued) to the nearest medical institution;
- 43.6. **return from the medical institution to the hotel** by public vehicular transport, taxi, subway (when the transportation ticket is issued), when the insured has been provided with the necessary emergency medical care, no further treatment is required and he may continue his travel - up to a maximum of EUR 50 for the entire insurance period.
- 43.7. **medical repatriation** to the country of nationality or permanent residence of the insured person. We must confirm the necessity of these expenses in writing. If medical transportation is arranged without written consent from Us, we will make the unequivocal decision regarding the necessity of medical transportation and payment of costs, having assessed the circumstances of the event. In the event of a positive decision, we will reimburse the minimum amount that we would could organize medical transportation for. Expenses shall be reimbursed only in the following cases:
- 43.7.1. If the insured is transported from a foreign in-patient institution to the country of nationality or permanent residence of the insured for further in-patient treatment, provided that the insured is hospitalized for in-patient treatment in the hospital no later than in 14 calendar days after returning to the country of his nationality or where he or she lives permanently. In this case, medical repatriation costs include the travel expenses of the accompanying person health care specialist (specialists) escort, when such an escort is deemed medically necessary.
- 43.7.2. if the insured is transported from a foreign inpatient treatment institution to the country of nationality or permanent residence of the insured for further outpatient treatment (rehabilitation, sanatorium treatment is not considered outpatient treatment in this case), provided that the insured applies to the medical institution for the same event within 5 calendar days of return to the country of nationality or permanent residence of the insured person. In this case, economy class tickets or fuel costs (in the case of special transport of the insured) shall be paid, but not more than EUR 300 for the whole insurance period.
- 43.8. **the cost of returning the insured person** to the country of nationality or permanent residence whenever the insured event forfeits his return in a pre-planned and paid for mean of transportation. 50% of the eligible costs shall be covered up to a maximum of EUR 300 for the whole period of insurance. We must confirm the necessity of these expenses in writing.
- 43.9. **transportation of the remains of the insured person** to the country of nationality or permanent residence of the insured person, or funeral or cremation services of the insured person abroad in case of death of the insured person due to an insured event abroad. We must confirm the necessity of these expenses in writing. If transportation of the remains of the insured is organized in writing without our agreement, we will reimburse the minimum amount that we would have been able to arrange the transportation of the remains of the insured for.
- 43.10. **in the event of a terrorist attack**, except for the use of a weapon of mass destruction, where the insured person suffers bodily injury or death in the case of paid emergency medical care - expenses for repatriation and transportation

of the insured person up to a maximum of EUR 10,000 for the entire insurance period.

- 43.11. **travel of an accompanying person** during the transportation of the insured person for further inpatient or outpatient treatment (rehabilitation and sanatorium treatment is not considered outpatient treatment in this case) to the country of nationality or permanent residence of the insured person, within the limits of economy class tickets for travel in both directions and accommodation costs for up to EUR 100 per day, up to a maximum of 10 days. We must confirm the necessity of these expenses in writing. If the event and the necessity of the accompanying person are reported by you after the fact, we shall make the unequivocal decision regarding the necessity of the accompanying person and the reimbursement of expenses, after assessing the circumstances of the event.
- 43.12. **transportation of the insured person's children under the age of 16** who are left without adult care due to the acute illness, bodily injury or death of their parents (adoptive parents, guardians) to the country of nationality or permanent residence of the insured. Accommodation and subsistence expenses of an authorized person are covered up to EUR 100 per day while overseeing the child abroad, but for a maximum of 5 days, as well as travel expenses for a third person, up to a maximum of economy class airplane tickets to both ends. We must confirm the necessity of these expenses in writing. If the event and the necessity of the authorized person are reported by you after the fact, we shall make the unequivocal decision regarding the necessity of the authorized person and the reimbursement of expenses, after assessing the circumstances of the event.
- 43.13. **the insured person's up to 16 years of age**, expenses for substantiated hotel accommodation (up to EUR 50 per day, but not more than 5 days) and return home (up to two economy class airfare tickets) to the country whose nationality the insured has or to the country of his permanent residence, expenses of the insured and one more grown-up, who, according to the doctor's recommendations substantiated by medical documents, was obliged to stay or travel together with the insured, regarding the insured person's health condition.
- 43.14. **Necessary and substantiated telephone call costs** associated with an insured event, calling Us, a medical facility or assistance company, up to a maximum of EUR 50 for the duration of the insurance contract.
44. In all cases, we cover the cost of emergency medical care first.
45. The insured person should use, as much and as far as possible, the services of the State medical services. The treatment should be chosen at the level provided for persons insured with compulsory social / health insurance in that country.
46. If the insured has opted for the MINI option (as stated in the insurance policy), We will only cover the costs of emergency medical care, medication prescribed by the doctor, bandages and fixation material purchase expenses only if you have contacted a foreign health care institution belonging to the state health care system (in which the European health care card is valid), and only in part, which should not be paid by the National Health Insurance Fund.
47. If the state of health of the insured person makes it impossible to return or transport him to the country of nationality or permanent residence of the insured person, the contract may be extended for a period not exceeding 20 calendar days in order to treat the health disorder. The decision to extend the contract is made unambiguously by Us and must be confirmed in writing.
48. All events listed in this section shall be considered as insured if they have occurred abroad during the period of validity of the insurance contract and in the territory indicated in the insurance policy.
- Non-insured events and uncompensated expenses.**
49. We will not reimburse the expenditure incurred due to the events mentioned in these Travel insurance terms and conditions in points 40 and 41, and events that occurred (→excluding cases, when the insurance policy provides otherwise):
- 49.1. In cases when the Insured was taking part in paid light and/or heavy physical labor.
- 49.2. working as crew members on ships, aircraft;
- 49.3. flying aircraft without motors, light aircraft, motor gliders, paragliders;
- 49.4. due to service in any armed and / or military forces or formations and in war zones;
- 49.5. participating in official sports training or competitions;
- 49.6. engaging in life-threatening activities/sports. The term „life-threatening activities / sports“ used in this point, includes travel by bicycle (when planned travel takes more than two days), steering and riding a motorcycle powered over 35 kW, ATV, karting, mountain biking, extreme cycling (BMX, MBT etc.), performing complex movements and / or stunts on skateboards or roller skates, all kinds of combat sports, auto/moto racing, amusement flying in the passenger's place, parachuting, bungee jumping, diving into water from an altitude, water skiing, diving more than 30 m. deep, rock climbing, alpinism, mountain hiking, alpine skiing, snowboarding, sleigh racing, mountain safari, hunting, open sea sailing, open sea fishing from a ship, kitesurfing, rafting, speleology, horseback riding, taking part in trips or expeditions to extreme climate condition areas (e.g. polar area, desert, jungle, high seas (except cruise trips)) and other extreme sports, whether in the form of individual pursuits or leisure and / or other forms of spending time, or being organized activities, training, competitions.  
The open sea is considered to be more than 1 kilometer away from the coast.
- We will not cover the costs related to:
50. treatment and diagnosis of medical conditions that were (or could have been) known and / or began before the insurance contract came into legal force (whether or not they were treated), medical conditions for congenital and / or chronic diseases and / or their exacerbations. Excluding the cases when an exacerbation of the disease could not be expected based on medical practice and it endangers the life of the insured, only necessary and urgent (emergency)

<p>medical assistance in removing severe pain or saving the life of the insured is reimbursed (in this case, the necessity of such costs must be confirmed in writing. Unless you reconcile such expenses in writing with Us, We will make the payment decision unambiguously and based on the circumstances of the event);</p> <p>50.2. medical assistance which was the purpose of travel or medical treatment course commenced before the date of entry into force of the insurance contract;</p> <p>50.3. treatment which goes beyond what is necessary for medical assistance, services which are not necessary according to the medical indications, or in case the insured person's medical condition has improved to the extent that he or she, with the assistance of another person or medical staff, could return to the country of his nationality or his permanent residence of the insured person for treatment, as well as in case the treatment was not prescribed by the doctor and/or was not confirmed by documents.</p> <p>50.4. treatment of pathologic bone breakage, organ (their function) loss due to birth or later acquired deficiencies of the body, trauma due to seizures caused by sicknesses, those sicknesses (i.e. epilepsy) and the consequence of trauma caused by them;</p> <p>50.5. oncological sicknesses and oncological diseases (conditions), their diagnosis and treatment, not taking in account the stage of the disease;</p> <p>50.6. diabetes, epilepsy, diagnosis and treatment of these diseases, regardless of the stage of the disease;</p> <p>50.7. psychiatric disorders, psychiatric and nerve diseases, reactive conditions, psychological trauma;</p> <p>50.8. purchase and repair of prostheses, goggles, hearing aids and other aids (except crutches, straps);</p> <p>50.9. consultations and researches, related to pregnancy, without prejudice to the term of pregnancy, childbirth, after-birth supervision of born children, terminating pregnancies, all of the health disorders related with pregnancy, its termination and childbirth (with the exception of costs, specified in point 43.4 of these Travel insurance terms and conditions); Visits to a medical institution shall not be reimbursed if: - the medical institution was approached due to symptoms associated with pregnancy, such as: nausea, vomiting, genital bleeding/excretion, increased body temperature, increased heart rate, abdominal, head and breast pain, general weakness, shortness of breath due to increased abdominal volume, increased urination, changed blood tests and other (also applies in cases where pregnancy was not known, the final decision is made after evaluation of medical records); - periodic examination, follow-up and monitoring of pregnancy status; - no fetal and / or maternal life-threatening pregnancy / childbirth complications requiring immediate and immediate treatment are identified;</p> <p>50.10. sexually transmitted diseases and health disorders, appearing due to the diagnosis and treatment of such diseases;</p> <p>50.11. fungal diseases and diagnostics and treatment of health disorders appearing due to such diseases;</p> <p>50.12. The damage to the insured person's body, his sickness, death, if it is related to the human immunodeficiency virus infection (HIV, and amongst them AIDS, as well as any other medical changes or variations related to it);</p> <p>50.13. cosmetic surgery - aesthetic operations and prosthesis (including dental prosthesis and vision correction);</p> <p>50.14. dental care, except for dental pain relief, with the cost of pain removal up to 200 EUR;</p> <p>50.15. the cost of medical repatriation to the country of nationality or permanent residency of the insured person, provided that the insured person has been provided with the necessary medical care abroad and no further inpatient or outpatient treatment is required in the country of nationality or permanent residence of the insured person;</p> <p>50.16. further medical treatment costs, in case the insured person refused to return to the country of his nationality or the country of permanent residency of the insured, if the insurer thinks that the insured person's condition allows for such a return;</p> <p>50.17. visits to a medical institution for the same illness or trauma for which no new treatment or adjustment of an existing treatment has been made. As well as visits that include medical test (research) control (i.e. performed control radiography, presentation of results of examinations, etc.);</p> <p>50.18. treatment by unconventional methods (not recognized by official medicine), homeopathic remedies, treatment by a non-licensed medical institution, or treatment by a person not qualified to practice this activity;</p> <p>50.19. treatment or care of the insured by relatives of the insured;</p> <p>50.20. costs of searching for the body of the insured;</p> <p>50.21. Purchases of medical measures and drugs which were not prescribed by the doctor, with the exception of the purchase of necessary drugs or medical measures abroad up to 25 EUR during the validity term of the contract (i.e. for pain relief, etc.)</p> <p>50.22. medical rehabilitation and regenerating treatment, physiotherapy, treatment at sanatoriums, leisure houses or similar purpose institutions, additional payables for improved comfort conditions (i.e. „lux“ type hospital room, etc.)</p> <p>50.23. disinfection, preventive vaccination, medical examination and laboratory tests not related to the insured person's illness or bodily injury due to the insured event;</p> <p>50.24. when the insured person has contracted diseases, he was not vaccinated before traveling to countries where immunoprophylaxis is recommended by the Center for Communicable Diseases and AIDS;</p> <p>50.25. treatment and medicine purchase in the country of the nationality or permanent residence of the insured person;</p> <p>50.26. non-pecuniary damage or expenses not related to the provision of medical assistance;</p> <p>50.27. the cost of treatment at an inpatient health care facility, medical transportation to the country of nationality or permanent residence of the insured, transportation or burial of the remains of the insured, without our written consent;</p> <p>50.28. expenses to be covered by the State National Health Insurance Fund, expenses in foreign medical institutions, expenses for medicines prescribed by the doctor, bandages</p>	<p>and fixation materials whenever medical institutions that were not a part of the state healthcare system were addressed, if the MINI insurance option was chosen or the territory specified in the insurance contract is Lithuania.</p> <p><b>Obligations of the Insured or his authorized person in the event of an event.</b></p> <p>51. In the event of acute illness or bodily injury, the insured person or his authorized person must:</p> <p>51.1. notify Us or the Assistance company of an event, that results in the provision of emergency medical care to the insured in a health care facility or the death of the insured within 24 hours by telephone unless this is not possible due to the insured person's medical condition and he has no one to provide information about the event. In other cases - upon return from travel, but not later than within 7 calendar days, the insured is obliged confirm in writing the circumstances of the insured event. If the insured or his authorized person misses this term without just cause and as a result We or the assisting company will lose the opportunity to negotiate directly with the medical institution on the price of the services provided, we may reduce the insurance benefit by 20%;</p> <p>51.2. provide us with the following documents within 30 days of your return, unless it is not possible to do so for just reasons: - a written request from the insured person or his authorized person for payment of the insurance benefit, including a description of the circumstances of the event; - insurance policy; - the originals of the invoices of foreign medical institutions, certified by the signature and stamp of the doctor, and the originals of other receipts, evidencing the payment of the invoices. Invoices must include the patient's name, the duration of treatment, the date of the event, the date of referral to the medical institution, the diagnosis, a description of the medical services provided, the cost of each service provided and the total cost of the services provided. Translations of these documents into the official language can be requested by us. Translation costs are not reimbursed; - medical documents (certificates, extracts) of foreign medical institutions specifying the patient's name, duration of treatment, date of medical treatment, diagnosis, description of medical services provided (if this information is not indicated in the invoices of foreign medical institutions). Translations of these documents into the official language can be requested by us. Translation costs are not reimbursed; - in the event of the death of the insured person, a medical certificate regarding the cause of death, a death certificate or a notarized copy of the death certificate, the originals of invoices for the transportation or burial (cremation) of the remains abroad and receipts confirming payment of the invoices; - prescriptions for medicines issued by foreign medical institutions and receipts proving payment for them. Translations of these documents into the official language can be requested by us. Translation costs are not reimbursed; - in case of payment for additional services provided for in the insurance contract the insured person shall be subject to the submission of documents supporting their substantiation, as required by the insurer; - in the case of preferential insurance or upon Our request - documents proving the duration of the travel (travel tickets, business trip order, etc.); - documents proving the cost of the telephone calls; - other information and documents necessary to confirm the fact of the insured event or to establish the circumstances of the event (police certificate, etc.) in the process of administration of the event;</p> <p>51.3. comply with Our or the Assistance company's instructions regarding the insured event, otherwise the benefit may be reduced by 20%;</p> <p>51.4. At Our request, conduct additional medical researches related to the event. We will pay for these researches;</p> <p>51.5. to allow Us or the experts acting on Our behalf to access all medical records and information regarding the Insured person's medical condition;</p> <p>51.6. to authorize us to obtain information from third parties (doctors, hospitals, health services, etc.) and public authorities about illnesses that occurred in the past, present and prior to insurance coverage, the consequences of accidents or acquired defects of the insured, and any insurance contracts entered into.</p>	<p>includes travel by bicycle (when planned travel takes more than two days), steering and riding a motorcycle powered over 35 kW, ATV, karting, mountain biking, extreme cycling (BMX, MTB etc.), performing complex movements and / or stunts on skateboards or roller skates, all kinds of combat sports, auto/moto racing, amusement flying in the passenger's place, parachuting, bungee jumping, diving into water from an altitude, water skiing, diving more than 30 m. deep, rock climbing, alpinism, mountain hiking, alpine skiing, snowboarding, sleigh racing, mountain safari, hunting, open sea sailing, open sea fishing from a ship, kitesurfing, rafting, speleology, horseback riding, taking part in trips or expeditions to extreme climate condition areas (e.g. polar area, desert, jungle, high seas (except cruise trips)) and other extreme sports, whether in the form of individual pursuits or leisure and / or other forms of spending time, or being organized activities, training, competitions.</p> <p>The open sea is considered to be more than 1 kilometer away from the coast.</p> <p>53.3. medical conditions caused by the treatment (unless such treatment was caused by an accident prescribed in these rules);</p> <p>53.4. congenital defects of the organism or body;</p> <p>53.5. injury to a functional unit of the organ system if this area was affected by a disease or trauma that occurred within a year, except for polytrauma (multiple trauma) cases;</p> <p>53.6. whose presence during the insurance period is not confirmed by medical documentation and / or diagnostic tests from a foreign medical institution;</p> <p>53.7. relating to the treatment of bodily injuries, medical conditions resulting from bodily injuries and their consequences, which were needed when the insured, according to the opinion of Our medical experts, has spent unreasonably long time to seek health care and therefore has not received timely medical assistance;</p> <p>53.8. if the court recognizes the insured person as missing or unknown;</p> <p>53.9. in case the insured health disorder or death are related to the human immunodeficiency virus infection (HIV, and amongst them AIDS, as well as any other medical changes or variations related to it);</p> <p>53.10. not provided in the "Table of calculation of insurance benefits in cases of injury/disability" (Annex No.1);</p> <p>53.11. if the level of disability / working capacity and / or special needs is determined later than one year after the accident abroad;</p> <p>53.12. non-pecuniary damage.</p> <p><b>54. Obligations of the insured in the event of an accident:</b></p> <p>54.1. immediately address a healthcare institution abroad and receive necessary medical attention</p> <p>54.2. in the event of an accident, the Insured must inform Us in writing and submit the required documents upon return from the travel, but not later than within 30 calendar days, unless it is not possible for justified reasons: - a written request from the insured person or his authorized person for payment of the insurance benefit, including a description of the circumstances of the event; - insurance policy; - a certificate from the foreign medical institution approved by the signature and the stamp of the doctor. The certificate must include the patient's name, the duration of treatment, the date of the event, the date of referral to the medical institution, the examinations performed and the diagnosis made. Translations of these documents into the official language can be requested by us. Translation costs are not reimbursed; - in the event of the death of the insured person, a medical certificate of the cause of death, death certificate or a notarized copy of the death certificate; - in the case of disability, a certificate of the established level of disability / working capacity and / or special needs and a certificate of disability issued by the authorized institutions of the Republic of Lithuania; - in the case of preferential insurance, documents proving the journey time/period; - other information and documents necessary to confirm the fact of the insured event or to establish the circumstances of the event (police certificate, etc.) in the process of administration of the event.</p> <p><b>Payment of insurance benefit.</b></p> <p>55. In case of accident insurance, the insurance benefit shall be determined in accordance with the "Table of calculation of insurance benefits in cases of injury/disability" (Annex No.1); The level of disability/incapacity and / or special needs must be determined within one year of the accident and approved by the Disability and Working capacity Assessment Service under the Ministry of Social Security and Labor. It must be reported to Us and documented no later than three months after the insured person has been awarded the appropriate level of disability / working capacity and / or special needs.</p> <p>57. Once the insured has been granted a temporary disability / working capacity and / or special needs level, we will pay the insurance benefit in the following order: 57.1. the first part of the insurance benefit shall be 20% of the insurance benefit provided in the "Table of calculation of insurance benefits in cases of injury/disability" (Annex No.1); 57.2. when the insured is reassessed to the appropriate level of disability / working capacity and / or special needs after the due date, we will pay the remainder of the insurance benefit as provided in the "Table of calculation of insurance benefits in cases of injury/disability" (Annex No.1);</p> <p>58. If, after the expiry of the first fixed-term disability / working capacity and / or special needs level, the insured person is not granted any new disability / working capacity and / or special needs level at all, the remaining part of the insurance benefit shall not be paid.</p> <p>59. If the health problems caused by the accident or their consequences were affected by illness or ailment, the insurance benefit shall be reduced by 5 %.</p> <p>60. If the same event that resulted in the death of the Insured insurance benefits for bodily injuries (trauma, disability) have already been paid, then these insurance benefits shall be deducted from the sum insured due to the death of the Insured.</p>
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## ACCIDENT INSURANCE

52. **Insured events:**
- 52.1. **bodily injuries** of the insured person due to an accident abroad, as provided in the "Table of calculation of insurance benefits in cases of injury/disability" (Annex No.1);
- 52.2. **disability of the insured person** as a result of an accident abroad and ascertained and approved by the Invalidity and Disability and working capacity assessment office under the Ministry of Social Security and Labor;
- 52.3. **death** of the insured person as a result of an accident abroad.
53. **Non- insured** events are events referred to in points 40 and 41 of these Travel insurance Terms and conditions –and the following events :
- 53.1. caused by nervous and mental illnesses: during apoplexy, epilepsy or other spasmodic attacks (the insurance coverage remains if the cause of these disorders or seizures is an accident covered by these rules);
- 53.2. that occurred (with exception of cases when the insurance policy provides otherwise):
- 53.2.1. In cases when the Insured was taking part in paid light and / or heavy physical labor.
- 53.2.2. working as crew members on ships, aircraft;
- 53.2.3. flying aircraft without motors, light aircraft, motor gliders, paragliders;
- 53.2.4. due to service in any armed and / or military forces or formations and in war zones;
- 53.2.5. participating in official sports training or competitions;
- 53.2.6. engaging in life-threatening activities / sports. The term „life-threatening activities / sports“ used in this point,

## FAILED OR INTERRUPTED TRAVEL INSURANCE

### Insured events and paid expenses.

61. Insured events - financial losses of the insured:
- 61.1. failure to make a planned and prepaid trip;
- 61.2. when the insured person interrupts his trip (prepaid and unused travel expenses).
62. We will cover travel expenses paid in advance by the tour operator or service provider under the travel contract in the event of failure of the insured person to departure due to:
- 62.1. health problems of the insured person, for which he was treated in an inpatient medical institution and / or had a certificate of incapacity for work for a period of at least 5 working days prior to the commencement of the trip and/or scheduled departure day (with the exception of cases when the insured is not issued a sick leave certificate according to the order, prescribed by laws. In this case, the issue of benefit payment will be decided by our Expert doctor) or the death of the insured;
- 62.2. death of relatives of the Insured person, if this occurred within 7 calendar days prior to the start of the trip or on the scheduled departure day;
- 62.3. if the insured is pregnant, and the pregnancy or childbirth has resulted in complications requiring inpatient treatment prior to the scheduled date of departure and provided that the expected date of return from the trip would have the pregnancy period of the insured being less than 28 weeks and there have been no such complications before;
- 62.4. acute illness of close relatives of the insured person due to which he or she is treated in an in-patient institution if the health disorder is diagnosed not earlier than 7 calendar days prior to the scheduled travel date and continues until the start of the trip and/or scheduled departure day and such a disorder requires constant nursing by the insured (in this case the insured person must have a certificate of incapacity for work, issued due to the care and nursing of a close relative);
- 62.5. acute illness of minor children of the insured person requiring constant care and nursing by the insured person, if the disease has been diagnosed not earlier than 7 calendar days before the scheduled travel date and continues until the commencement of travel and/or scheduled departure day. In this case, the insured must have a certificate of incapacity for work for the care and nursing of minors (unless the insured is on parental leave in the manner prescribed by law);
- 62.6. due to a traffic accident which occurred on the day of the Insured person's departure to while using transport to get to the place of departure and which had a direct effect on the occurrence of the insured event;
- 62.7. if the insured person's property is lost, damaged or destroyed in the event of an accident, if it occurred within 3 calendar days prior to the commencement of the trip or on the scheduled departure day (property damage not less than EUR 1,500);
- 62.8. if the insured receives a summons to court to appear as a witness when the trial is scheduled to take place on the day of departure or during the journey which was not known on the date of conclusion of the insurance contract;
- 62.9. in case of delay (delay or cancellation of trip) of the first means of transportation (at the point of international departure) due to the fault of the carrier and circumstances are present (which can be proven with documents) that there is no meaning of traveling to the final destination (e.g. conference, concert, cruise, etc.), provided that the insured becomes aware of the delay and/or cancellation of the trip less than 24 hours prior to the time of the first departure of the ticket.
63. We will cover the insured person's costs of unused hotel accommodation period after the insured person's cancellation of his travel, as well as other costs for prepaid services that were due under the travel contract and were not used if the trip was interrupted (terminated) by:
- 63.1. acute illness (transport of the insured person to the country of nationality for further inpatient treatment or hospitalization abroad for five days or more) or insured person's death;
- 63.2. death of close relatives;
- 63.3. an invitation from the police to come back due to unlawful acts of third parties to the insured person's property.
64. If more than one person is covered by the insurance contract and upon Our agreement and provision of this in the insurance policy, the insurance policy can have an extended insurance coverage so that if one person is prevented from traveling or if the travel is interrupted by events as provided in points 62 and 63 of these Travel insurance terms and conditions, failure to depart or travel termination by other persons will also be considered an insured event.

### Non-insured events.

65. Non-insured events are events referred to in points 40 and 41 of these Travel insurance terms and conditions, and We will not indemnify for financial loss if the Insured fails to travel, if:
- 65.1. the insured does not suffer material damage or incur it through his own fault (i.e. the damage could have been prevented);
- 65.2. the travel has not taken place or the conditions have changed in relation to those provided for in the travel contract, through the fault of the travel organizers and other service providers, whom the travel organizers have used;
- 65.3. travel organizers have not reimbursed all or part of the fees (payables), although this is provided for in the travel contract or travel organizer's rules;
- 65.4. travel fails due to the medical conditions (illnesses or injuries) of the Insured or his relatives who required treatment and/or planned surgery within the last 6 months prior to the date of the contract entering into legal force;
- 65.5. the health condition (illness or trauma) of the insured person, his relatives or other person insured by the same insurance contract or his relatives, which may have been recognized as the cause of the insured event (including health disorders due to chronic diseases and/or their exacerbations), was known or may be known on the day of the conclusion of the contract;
- 65.6. travel fails due to the insured person's reluctance to travel, phobia, stress or personal, financial circumstances;
- 65.7. travel fails due to unlawful acts of persons on whom the travel plans depend;
- 65.8. travel fails due to adverse weather conditions, natural disasters, quarantine;

- 65.9. before the insured person signed the travel contract, doctors recommended not to go on the trip indicated in the insurance policy;
- 65.10. the illness or trauma of the insured or his relatives was the result of their own intentional actions;
- 65.11. law enforcement, state security authorities did not allow the insured to travel due to his or her crime, violation of public order, etc.;
- 65.12. The Insured has not received a visa, personal or other necessary documents for travelling;
- 65.13. departure fails due to reasons other than those specified in point 62 of these Travel insurance terms and conditions.
66. We do not indemnify for financial loss if the insured interrupts the trip:
- 66.1. due to reasons other than those specified in point 63 of these Travel insurance terms and conditions;
- 66.2. regardless of doctor's permission (lack of objection) to continue your journey.

### Sum insured and deductible.

67. The insurance contract is made for one specific trip and the sum insured is equal to the price of the trip (the price of the trip may consist of several separate services, e.g. travel tickets, accommodation, transportation). The insurance contract shall provide for an unconditional deduction which reduces the insurance benefit payable.
68. The sum insured and the insurance deductible are specified in the insurance policy.

### Obligations of the insured in the event of an accident.

69. The Insured must inform the travel organizers in writing within 2 working days after becoming aware of the failure to depart or cancellation of the trip, withdraw the money due to him according to the travel contract (rules), refuse tickets and hotel reservations.
70. Not later than within 30 days after the occurrence of the event, insured has to confirm in writing the circumstances of the insured event and submit documents, unless the insured proves that he was unable to do so for justifiable reasons:
- a written request from the insured person or his authorized person for payment of the insurance benefit, including a description of the circumstances of the event;
  - insurance policy;
  - travel contract (-s) / travel service provision agreements and the original financial documents evidencing the payment for them;
  - a certificate of the amount refunded by the travel organizer, the accommodation service provider and, at the insurer's request, transfer the right of recourse claims to the travel organizer and the accommodation service provider;
  - Certificates of medical institutions (extracts, episcrisis), certified by the doctor's signature and stamp. Certificates must include the patient's name, surname, date of illness, date of addressing the healthcare institution, duration of treatment, diagnosis;
  - in the event of the death of the insured person, a medical certificate of the cause of death, a notarized copy of the death certificate or its original;
  - certificates of incapacity for work;
  - other information and documents necessary to confirm the fact of the event or to establish the circumstances of the event (police certificate, etc.) in the process of administration of the event;

### Payment of insurance benefit.

71. We pay the difference between the price paid for the trip before the insured event and the amount refunded by the travel organizers, transportation providers, accommodation service providers, and we are also taking into account the unconditional deduction, all according to the insurance coverage for the travel that did not take place or was interrupted.

## TRAVEL CONNECTION INSURANCE

### Insured events.

72. Insured event - the direct financial loss of the Insured due to the delay of the Insured in a non-first means of transportation (whenever travelling with a transfer) due to the delay or cancellation of the previous aircraft due to the fault of the carrier and/or weather that is inappropriate for flights. These circumstances must be evidenced by documents.
73. Only travel by means of air transportation are insured.
74. We reimburse the direct financial loss incurred during the transfer at the airport, which is not covered by the travel organizers, such as changing tickets or purchasing new tickets (unless the carrier offers to replace the old tickets) and the unplanned additional accommodation and subsistence costs up to EUR 100 per day after providing purchase receipts, but no more than for 2 days and no more than until the next flight.

### Non-insured events.

75. Non-insured events are events referred to in points 40 and 41 of these Travel insurance terms and conditions, and We will not indemnify for financial loss:
- 75.1. if the insured is late for checking in at the airport at the time specified in the itinerary due to his own fault;
- 75.2. if the insured, within 6 hours to the planned transfer time, is provided with an alternative possibility to travel not with the first mean of transportation;
- 75.3. if the insured does not use the alternative offered by the carrier and refuses it without reconciliation with Us;
- 75.4. if the insured became aware or could have learned of the change in the departure time of the mean of transportation earlier than 24 hours before the scheduled time of departure; if the original means of transport is less than 1 hour late;
- 75.5. if the time difference between arrival and departure of the means of transport is less than the minimum requirement for the transfer at the airport, and if the time planned for the transfer is less than 1,5 hours;
- 75.7. due to natural disasters;
- 75.8. if the event occurred within 72 hours after the conclusion of the insurance contract.

### Sum insured and deductible.

76. The sum insured and the insurance deduction are specified in the insurance policy (policy).

77. The insurance contract shall provide for an unconditional deduction which reduces the insurance benefit payable.

### Obligations of the insured in the event of an accident.

78. immediately contact the carrier (travel organizer) and obtain:
- 78.1. a letter stating the arrival - departure schedule, the actual arrival - departure time, the reason for non - departure/delay;
- 78.2. a letter stating the amount of the compensation paid by the carrier / travel organizer or refusal to provide such compensation.
- 78.3. the Insured must inform Us in writing and submit the required documents upon return from the travel, but not later than within 30 calendar days, unless it is not possible for justified reasons:
- a written request from the insured person or his authorized person for payment of the insurance benefit, including a description of the circumstances of the event;
  - insurance policy;
  - travel tickets;
  - a letter from the carrier confirming the event;
  - a letter from the carrier (travel organizer) stating the amount of the compensation paid or a substantiated reason of refusal to pay such a compensation;
  - documents justifying substantiated (reasoned) expenditures;
  - in the case of preferential insurance, documents proving the journey time/period;

### Payment of insurance benefit.

79. The insurance benefit shall be paid in accordance with the submitted financial documents, which certify the expenses and which are not covered by the travel organizers, taking into account the insurance coverage volume, stipulated in the insurance contract, up to the sum insured and after reducing the amount payable by an unconditional deduction.

## TRAVEL DELAY, CANCELLATION INSURANCE

### Insured events.

80. Insured event - the direct financial loss of the insured person due to the delay of the first means of transportation on departure / return from the trip, flight time change or cancellation at the carrier's initiative. Only travel by means of air transportation and international routes are insured.
81. We reimburse the direct financial loss incurred at the first airport of departure for the final destination, which is not covered by the travel organizers, such as changing tickets or purchasing new tickets (unless the carrier submits a proposal to replace the old tickets).

### Non-insured events.

82. Non-insured events are events referred to in points 40 and 41 of these Travel insurance terms and conditions, and We will not indemnify for financial loss:
- 82.1. if the insured is late at the departure point and/or check-in at the airport at the time indicated on the itinerary;
- 82.2. if the insured is provided with alternative transport departing within 6 hours from the scheduled time of departure;
- 82.3. if the insured does not use the alternative offered by the carrier and refuses it without reconciliation with Us;
- 82.4. if the insured became aware or could have learned of the change in the departure time of the mean of transportation earlier than 24 hours before the scheduled time of departure; due to meteorological conditions or natural disasters;
- 82.6. if the event occurred within 72 hours after the conclusion of the insurance contract;
- 82.7. related with charter delay, cancellation;
- 82.8. in the event of a loss of travel connection due to the first flight;
- 82.9. due to travel restrictions or other circumstances imposed by the competent authorities which were known or should have been known to the insured prior to the purchase of the travel (trip);
- 82.10. due to carrier's bankruptcy or cancellation of his license;
- 82.11. the insured decides not to travel;
- 82.12. if the insured does not contact the carrier for the provision of alternative transport and does not receive written confirmation of the event.

### Obligations of the insured in the event of an accident.

83. Upon delay of the travel, the insured must immediately contact the carrier (travel organizer) and obtain:
- a letter stating the arrival/departure schedule, the actual time of arrival / departure, the reason for the failure to depart / delay, the alternative transport provided, the amount of compensation paid or the refusal of such compensation.
84. The Insured must inform Us in writing and submit the required documents upon return from the travel, but not later than within 30 calendar days, unless it is not possible for justified reasons:
- a written request from the insured person or his authorized person for payment of the insurance benefit, including a description of the circumstances of the event;
  - insurance policy;
  - travel tickets;
  - a letter from the carrier / travel organizer's confirming the event;
  - a letter from the carrier (travel organizer) stating the amount of the compensation paid or a substantiated reason of refusal to pay such a compensation;
  - documents justifying substantiated (reasoned) expenditures;
  - in the case of preferential insurance, documents proving the journey time/period;

### Payment of insurance benefit.

85. The insurance benefit shall be paid in accordance with the submitted financial documents, which certify the expenses and which are not covered by the travel organizers, carriers, taking into account the insurance coverage stipulated in the insurance contract and within the sum insured.

## TRAVEL DOCUMENT INSURANCE

### Insured events.

86. Insured events - direct financial loss of the insured:
- 86.1. acquisition of new documents abroad, loss of passport, identity card, driver's license, vehicle registration certificate by insured person;

- 86.2. exchange/purchase of personalized (named) tickets for the travel, due to the loss of the insured person's travel tickets not covered by the travel organizer or carrier;
- 86.3. incurred loss due to traveling from a hotel to an embassy, consulate or other official travel document issuance site to restore lost travel documents;
- 86.4. additional unexpected accommodation costs of up to EUR 60 per night, subject to proof of purchase according to receipts, up to a maximum of 2 days and a maximum period equal to the issue of lost papers.
87. **Non-insured events** are events referred to in points 40 and 41 of these Travel insurance terms and conditions, and We will not indemnify for financial loss:
- 87.1. when the incident is not documented by law enforcement, travel organizers or other competent authorities;
- 87.2. when the losses are compensated by the travel organizer;
- 87.3. non-pecuniary damage.
- 87.4. when non-named tickets are lost.
88. **Obligations of the insured in the event of an accident.**
- 88.1. In the event of loss of travel documents, immediately contact law enforcement agencies, travel organizers or other competent bodies (i.e. embassies, consular offices, migration services, etc.) and obtain a letter confirming the event;
- 88.2. The Insured must inform Us in writing and submit the required documents upon return from the travel, but not later than within 30 calendar days, unless it is not possible for justified reasons:
- a written request from the insured person or his authorized person for payment of the insurance benefit, including a description of the circumstances of the event;
  - insurance policy;
  - a letter from the law enforcement agency or other competent body confirming the event;
  - documents justifying the substantiated expenditures for obtaining lost documents or their copies abroad;
  - documents confirming the substantiated travel and accommodation expenses;
  - in the case of preferential insurance, documents proving the journey time/period;
89. **Payment of insurance benefit:**
- 89.1. the insurance benefit is paid on the basis of the submitted financial documents, which evidence the expenses incurred abroad and which are not covered by the travel organizers and/or carriers, but not exceeding the sum insured;
- 89.2. in case of loss of named (personalized) travel tickets, the insurance benefit shall be paid for the issue of duplicate named (personalized) travel tickets or purchase of new travel tickets (if a duplicate travel ticket is not issued), but not exceeding the sum insured.

## BAGGAGE INSURANCE

90. Baggage, which is carried by the insured person's own or rented vehicle of category B, C or BE (i.e. passenger car or a car with a trailer) or which is transported by means of air transportation. Baggage insurance for baggage transported via means of air transportation is only possible if it is registered, checked in at the carrier's luggage office and it is confirmed by an issued baggage receipt.

### Insured events.

91. Insured event - direct financial loss of the insured:
- 91.1. in case of baggage carried by the means of air transportation, being delayed for more than 6 hours from its transport schedule, agreed between the carrier (travel operator) and the insured, and certified by documents issued by the carrier or the corresponding involved authorities;
- 91.2. in the case of the loss of baggage carried by means of air transportation, where the baggage is lost and fails to be delivered within 21 days of the date of delivery agreed between the carrier (travel operator) and the insured, and certified by documents issued by the carrier or the corresponding involved authorities;
- 91.3. in the case of damage to baggage carried by means of air transportation which has been transferred to the carrier's baggage hold and certified by documents issued by the carrier or the corresponding involved authorities;
- 91.4. in case of damage or loss of baggage carried by own or rented category B, C or BE vehicle (i.e. passenger car or car with trailer) due to theft, robbery, malicious acts by third parties, natural disasters, vehicle accident, fire or explosion and it is confirmed by the documents, issued by competent authorities/institutions (police, etc.).
92. We will indemnify for financial loss not covered by the travel organizers according to the purchase receipts provided.
93. **Non-insured events** are events referred to in points 40 and 41 of these Travel insurance terms and conditions, and We will not indemnify for financial loss:
- 93.1. when the insured does not contact the carrier (travel organizer) within 6 hours and does not receive his written confirmation of the event;
- 93.2. due to baggage delay on return from a trip and/or country of nationality or permanent residence;
- 93.3. in the event of loss, damage to baggage which has been left unattended or in an unguarded vehicle (i.e. unlocked car), unless the police confirm that the vehicle has been breached (hacked in);
- 93.4. due to loss of or damage to baggage while traveling on any type of motorcycle or scooter, bicycle;
- 93.5. if the baggage is lost or damaged as a result of an accident caused by the Insured in violation of the Road traffic rules;
- 93.6. due to changes in the external appearance of the baggage without causing a change in function;
- 93.7. due to spillage of liquids in the baggage of the insured;
- 93.8. losses due to transferring the following in the baggage: money, securities, documents, tickets, weapons, antiques, works of art, jewelry, musical instruments, photo-video-audio equipment, computer hardware, software, phones, tablets, animals, plants, food, medicines, alcohol, tobacco products, perfumes, collections, fishing equipment, sports equipment;
- 93.9. for items intended for professional or commercial use;
- 93.10. due to baggage wear, rust, mold, rodent effects, color fading, or other natural changes due to gradual action cause;

- 93.11. when losses are compensated by the carrier. You may not waive the carrier's compensation or the alternative offered without Our written consent;
- 93.12. whenever the incident is not confirmed by the police or other competent authorities or the carrier is not addressed in relation to the financial loss suffered.
- Obligations of the insured in the event of an accident.**
94. In the event of late delivery or loss of baggage of the insured, the insured must contact the carrier (travel organizer) and receive a letter stating the baggage delivery schedule, the actual delivery time, the reasons for the delay or loss of the baggage, the carrier's (travel organizer's) paid compensation size or refusal to provide such a compensation.
95. In the event of loss of or damage to baggage carried on own or rented vehicles of category B, C or BE (i.e. passenger car or car with trailer), the insured must immediately inform the police and/or other competent authorities (in cases of fire or explosion - fire brigade, etc.), provide them with a list of lost, damaged, or destroyed items and request a document confirming the event.
96. The Insured must inform Us in writing and submit the required documents upon return from the travel, but not later than within 30 calendar days, unless it is not possible for justified reasons:
- a written request from the insured person or his authorized person for payment of the insurance benefit, including a description of the circumstances of the event;
  - insurance policy;
  - a letter from the carrier confirming the event;
  - a letter from the police or other competent authority confirming the event;
  - travel tickets and baggage receipts;
  - a letter from the carrier (travel organizer) stating the amount of the compensation paid or a substantiated reasons of refusal to pay such a compensation;
  - original documents proving the expenses (i.e. financial documents proving the purchase of essential items in case of baggage delay; original documents proving the value of baggage in case of its loss, etc.);
  - in the case of preferential insurance, documents proving the journey time/period;
  - Upon Our request, provide us with a repair shop letter, specifying whether baggage repair is possible and expedient. These costs will be indemnified by Us.

### Payment of insurance benefit.

97. The payment of insurance benefit for air transport baggage delays of more than 6 hours shall be made on presentation of financial documents proving the purchase of essential items, which certify the damage incurred and which are not covered by the travel organizers, but up to 30% of the sum insured.
98. Baggage shall be considered damaged if it is feasible and economically expedient to repair. In the case of damage to luggage, the cost of repairing the damaged items shall be reimbursed. The benefit is limited to EUR 250 per item, EUR 500 for all items damaged per item of baggage.
99. Baggage shall be deemed lost if there are no remains of it after the insured event, if it is stolen, if the cost of repairing the baggage is more than 75% of the acquisition value of a new item analogous (similar) to the damaged one.
100. In case of loss of baggage, the following shall be compensated:
- 100.1. in the event of submission of financial documents proving the amount of damage incurred, the market value of the lost items on the day of the event shall be compensated up to the sum insured;
- 100.2. in case of loss of baggage carried by air, if the insured is unable to provide financial documents proving the amount of the damage incurred, the insurance benefit will be paid in the amount of EUR 26 per kilogram, but for no more than 23 kg of luggage and up to the sum insured;
- 100.3. in the case of loss of baggage carried by insured person's own or rented vehicle of category B, C or BE (i.e. passenger car or car with trailer), if the insured is unable to provide financial documents proving the amount of the damage incurred, the insurance benefit shall be paid according to the provided list of lost objects, but no more than EUR 300;
- 100.4. in the event of loss of individual items: if the item is less than one year old, the acquisition cost of a new item of the same kind; if the item is more than one year old, the cost of acquiring a new, similar item less 20% depreciation for each year of use. The benefit is limited to EUR 250 per item, but not exceeding the sum insured.
101. In the event of delay, damage or loss of baggage carried by means of air transportation, the insurance benefit is payable after deduction of compensation paid by the carrier.
102. If the baggage has been lost irrevocably and the policyholder has been paid insurance benefit in accordance with point 91.1. above, this paid amount shall be deducted from the total benefit payable under point 91.2. of these Travel insurance terms and conditions.

## PERSONAL CIVIL LIABILITY INSURANCE

### Insured events.

103. Insured event - unintentional actions of the insured which resulted in the disruption of a third person's health, loss of life, damaged or destroyed property. In the case of third-party loss of life, the term damage includes non-pecuniary damage.
104. Claims for damages arising out of insured events shall be provided in accordance with the applicable civil liability law in the country of occurrence.
105. In the event that an insured person causes a traffic accident abroad which results in disruption of health, loss of life or damage or destruction of property of a third party, according to Our order, We may indemnify the necessary legal costs to protect from the claims of the injured party (only the Assistant company or We can order the provision of legal services).

### Non-insured events.

106. Non-insured events are events referred to in points 40 and 41 of these Travel insurance terms and conditions, as well as claims filed due to:
- 106.1. intentional actions of the Insured against third parties;
- 106.2. animals owned, cared for, protected or managed by the insured;
- 106.3. damage caused during hunting;
- 106.4. damage caused by the use of a firearm;
- 106.5. loss of income, daily subsistence of a third person;
- 106.6. storage or use of motorized land, water, as well as motorized and non-motorized air vehicles;
- 106.7. items rented, entrusted, borrowed or taken for safekeeping by the insured, excluding claims arising from the use of (excluding depreciation) rented premises (i.e. hotel rooms, rooms in boarding houses), where the damage has been caused to the premises or the equipment therein, provided the premises were rented for the purpose of staying during a journey, however up to a limit of EUR 3 000.
107. We do not cover the following financial losses:
- 107.1. the court costs and/or fines imposed on the Insured;
- 107.2. when the insured person, his / her family members or relatives, or the person with whom the policyholder or the insured manages a joint household, and those traveling with the insured person insured under the same insurance contract suffer;
- 107.3. claims brought by a person who is headed, directly or indirectly controlled by the insured person or is employed by the company where the insured person works or provides advice;
- 107.4. related to the insured person's professional, work activity, participation in competitions, practice during studies;
- 107.5. an attacker who has been harmed by an insured person by lawfully defending himself or another person.

### Sum insured and deductible.

108. The sum insured is specified in the insurance policy.
109. The insurance contract shall be concluded with an unconditional deduction (specified in the insurance policy), the amount of which shall be deducted from the payable insurance benefit.

### Obligations of the insured in the event of an accident.

110. In the event of damage to third parties (in the case of civil liability insurance), the insured person must:
- 110.1. provide the injured party with the contact details (name, address, e-mail address, telephone number) of our insurance company and the number of the Insurance Policy;
- 110.2. to notify Us or Our authorized agent of the event immediately, but not later than within 48 hours, and provide a written description of the event that may be declared as insured;
- 110.3. to contact emergency services immediately if circumstances require so;
- 110.4. if possible, take up-to-date photographs of the property showing damage;
- 110.5. provide all relevant documents relating to the event (i.e. a certificate from the special services confirming the insured event) and justifying the costs. For events up to EUR 200, we do not require a special services certificate, we will only ask for financial documentation justifying the costs and the claim of the injured person;
- 110.6. in the case of preferential insurance, provide documents proving the travel time.
111. Without Our written consent, the insured is not entitled (except for damages up to EUR 200) to accept his liability in whole or in part. If the insured acknowledges the liability without Our written consent, we shall be entitled to refuse to pay the insurance benefit.

### Payment of insurance benefit.

112. The insurance benefit for the insured event, subject to an unconditional deduction, shall be payable only upon receipt of a written claim by a third party by Us, together with the documents referred to in point 110 of these Travel insurance terms and conditions.
113. The insurance indemnity for non-pecuniary damage shall be paid only if the insured person takes the life of a third person by his accidental actions.
- 113.1. The benefit for non-pecuniary damage (accidental taking of life) resulting from a single event of is paid up to a maximum of EUR 1,500 per person.

## SPORT ACTIVITIES AND EQUIPMENT INSURANCE

### Insured events.

114. Insured event - direct financial loss of the insured, related to:
- 114.1. illness or injury which prevents the insured from engaging in sports activities abroad;
- 114.2. theft of leased and own sports equipment abroad;
- 114.3. delays in the delivery of owned sports equipment when it is transported as checked-in baggage by air;
- 114.4. loss or damage of leased and own sports equipment abroad.
115. We indemnify for financial loss related to:
- 115.1. rent of sports equipment - we indemnify the amount of rent paid for the period when the insured was unable to use it due to an injury or illness;
- 115.2. theft of rented or own sports equipment - we indemnify the residual value of the equipment;
- 115.3. pre-purchased ski pass / ticket - we indemnify the expenses for the period during which the insured person was unable to use it due to illness or injury;
- 115.4. rental of sports equipment during the trip, if the sports equipment owned by the insured person is registered, transferred to the carrier and is delayed or not returned for more than 24 hours, but for not longer than the time when the insured is returned his sports equipment;
- 115.5. purchase of alternative sports equipment during the trip or after returning to the country of nationality or permanent residence of the insured, if the insured person's own sports equipment is lost or damaged in such a way that it cannot be repaired and used further, however within the sum insured;
- 115.6. loss of rented sports equipment - we indemnify the residual value of the equipment;
- 115.7. repair of own sports equipment during the travel or after returning to the country of nationality or permanent

- residence of the insured, if the sports equipment has been damaged but its repair and further use is still possible;
- 115.8. repair of the rented sports equipment during the travel if the rented sports equipment is damaged but its repair and further use is still possible;
- 115.9. if your own sports equipment has been lost or damaged so that it cannot be repaired and used further, including cases when it has been registered and handed over to the carrier, you will be reimbursed the cost of the rental during your travel or purchase of the sports equipment while traveling or after returning to the state of the insured person's nationality or permanent residence, but not exceeding the sum insured.
116. **Non-insured events** are events referred to in points 40 and 41 of these Travel insurance terms and conditions, as well as:
- 116.1. if the incident has not been reported to the police within 24 hours after the reported theft of sports equipment and no official certificate has been received;
- 116.2. in cases when sports equipment was left unattended in a public place;
- 116.3. equipment theft from unattended vehicles (unless police confirm that the vehicle was broken into/hacked);
- 116.4. due to changes in the external appearance of the sporting equipment without causing a change in function;
- 116.5. due to sporting equipment delay on return from a trip and / or country of nationality or permanent residence;
- 116.6. due to sports equipment wear, rust, mold, rodent effects, color fading, or other natural changes due to gradual action cause;
- 116.7. when the financial loss is compensated by the carrier. You may not waive the carrier's compensation or the alternative offered without Our written consent;
- 116.8. all other events and losses not mentioned in points 114 and 115 of these Travel insurance terms and conditions.

**Sum insured and deductible.**

117. The sum insured is specified in the insurance policy.
118. Sporting equipment is subject to an unconditional deduction of 10%, which is deducted from the insurance benefit.

**Obligations of the insured in the event of an accident.**

119. If during the trip the insured person is unable to do sports due to an acute illness or injury, he must immediately address a healthcare institution abroad, where he will receive the necessary medical care. A certificate stating the date / diagnosis of the illness / trauma must be obtained from the medical institution.
120. If sports equipment is stolen, the insured person should immediately contact law enforcement (i.e. police) and obtain a letter confirming the event.
121. In case of damage to sporting equipment, and if possible, make up-to-date photographs evidencing the damage.
122. The Insured must inform Us in writing and submit the required documents upon return from the travel, but not later than within 30 calendar days, unless it is not possible for justified reasons:
- a written request from the insured person or his authorized person for payment of the insurance benefit, including a description of the circumstances of the event;
  - insurance policy;
  - a letter from the law enforcement authority confirming the event (if the event is not registered, you must indicate this in writing on the application form);
  - in the event of loss or late delivery of sports equipment to the insured, the insured must contact the carrier (travel organizer) and receive a letter indicating the delivery schedule of the sports equipment, the actual delivery time, the reasons for the delay or loss of the sports equipment;
  - a letter from the carrier (travel organizer), indicating the arrival / departure schedule, the actual departure / arrival time, the reason for the delay, the amount of compensation payable / paid or the reasoned refusal to pay such compensation;
  - travel tickets, baggage receipts;
  - original documents proving the cost of renting the sports equipment;
  - originals of evidencing documents for justified expenditure (i.e. originals of sports equipment value supporting documents in case of theft, damage or loss of sports equipment, etc.);
  - original documents proving the value of own sports equipment and repair expenses abroad or in Lithuania;
  - in the case of preferential insurance, documents proving the journey time/period;
  - Upon Our request, provide us with a repair shop letter, specifying whether sports equipment repair is possible and expedient. These costs will be paid by Us.
  - other information and documents needed to confirm the event (i.e. photos of damaged equipment, sports equipment rent agreement, ski passport copy, etc.).

**Payment of insurance benefit.**

123. If the insured person is unable to engage in sports activities due to illness, trauma or delay in delivery of his own sports equipment, the insurance benefit is paid up to EUR 50 per day, on the basis of documents evidencing the renting of equipment and pre-purchased ski-pass/ticket, but up to the sum insured.
124. Sports equipment shall be deemed lost if there are no remains of it after the insured event, if it is stolen, if the cost of repairing it is more than 75% of the acquisition value of a new item analogous (similar) to the damaged one. In the event of theft or loss of sports equipment, the following shall be indemnified up to the sum insured:
- 124.1. if the sports equipment is less than one year old, the acquisition cost of a new similar item;
- 124.2. if the sports equipment is more than one year old, the acquisition cost of a new similar item after deducting 20% of value depreciation for each year of use.
125. Sports equipment shall be considered damaged if it is feasible and economically expedient to repair. In the event of damage to the sports equipment, the cost of repair shall be indemnified after deduction of the unconditional deduction, but not exceeding the sum insured.
126. The payment of the benefit for the purchase of sports equipment shall be reduced by any amount already paid for the sports equipment or its rental.

**Annex No. 1**

To Travel insurance terms and conditions No. 061

**Table of calculation of insurance benefits in cases of injury/ disability**

Article.	Consequences of the insured event	Paid insurance benefit (as a percentage of the sum insured)
1	<b>Central nerve system</b> a) brain concussion (commotion); b) cerebral hemorrhage (hematoma). Skull bones fractures: c) dome bones; d) foundation (base) bone. <b>Note:</b> A brain concussion insurance benefit (1a) shall be payable in the event of inpatient treatment for more than 24 hours.	3% 6% 10% 15%
2	<b>Facial bones</b> a) fracture of upper jaw (maxilla), cheekbone (os zygomaticum), lower jaw (mandible); b) multiple lower jaw fractures; c) fracture of the nose bones; d) Fracture of throats, thyroid cartilage, under tongue bone.	6% 7% 3% 4%
3	<b>Dental traumatic injury (loss of entire tooth and/or root)</b> a) loss of 1-2 teeth; b) loss of 2-4 teeth; c) loss of more than 5 teeth.	2% 3% 6%
4	<b>Chest</b> a) fracture of sternum; b) fracture of 1-2 ribs; c) fracture of 3-5 ribs; d) fracture of 6 or more ribs.	5% 3% 4% 6%
5	<b>The spine</b> a) fracture of 1-2 cervical, thoracic or lumbar vertebral bodies, arcs; b) fracture of 3 or more cervical, thoracic or lumbar vertebral bodies, arcs; c) Fracture of 1-2 vertebral bodies transverse, spine of sphenoid bone, or other joint growth of vertebra; d) Fracture of 3 or more vertebral bodies transverse, spine of sphenoid bone, or other joint growth of vertebra; e) fracture of the sacrum; f) coccyx fracture.	12% 25% 3% 7% 8% 3%
6	<b>Arm</b> a) fracture of shoulder blades, clavicle; b) fracture of shoulder joint (shoulder joint pit); c) fracture of the shoulder joint (bone fragments); d) fracture of the humerus; e) elbow joint fracture (fracture at the bending of the joint); f) fracture of the forearm (single bone); g) fracture of the forearm (one bone) with dislocation; h) fracture of both forearm bones; i) fracture of the wrist; j) fracture of the hand bones; k) fracture of thumb; l) fracture of fingers (except thumb);	5% 6% 4% 8% 5% 5% 7% 7% 3% 4% 3% 2%
7	<b>Pelvis</b> a) fracture of one pelvis bone (Ilium bone, pubis bone, ischium bone, hip bone); b) fracture of two or more pelvic bones. c) fracture of the acetabulum; d) rupture of one clamp; e) rupture of joints and fractures of bone.	5% 8% 12% 7% 13%
8	<b>Thighs</b> a) fracture of the femur body; b) fracture of the femoral ridges, medial epicondyle or medial condyle; c) fracture of femoral head and/or neck.	8% 6% 12%
9	<b>Knee joint</b> a) traumatic damage of the integrity of the meniscus (rupture or tear) confirmed by surgery or by magnetic resonance tomography imaging; b) fracture of the patella.	5% 6%
10	<b>Leg</b> a) fracture of the fibula; b) fracture of the tibia; c) fracture of tibia and fibula.	5% 7% 10%
11	<b>Ankle joint</b> a) fracture of one ankle; b) fracture of both ankles; c) rupture of the Achilles tendon.	4% 4% 4%
12	<b>Foot</b> a) fracture of the foot bones; b) calcaneus fracture, ankle bone (talus) fracture; c) fractures of the toes (excluding the big toe); d) Fracture of the big toe.	3% 7% 2% 3%
13	<b>Other traumatic consequences, insured events</b> a) dislocation of shoulder, elbow, knee joint; b) ligament and tendon rupture (if immobilization was used); c) haemarthrosis (if a puncture has been performed on the joint); d) bone fractures; e) II° burns not less than 1% of the body surface area; f) II° burns not less than 5% of the body surface area; g) III° burns up to 2% of body surface area; h) III° burns not less than 2% of the body surface area; i) widespread I° burn causing a non-burn disease; j) III° frostbite; k) traumatic injury to internal organs requiring surgery of the injured organ; l) soft tissue ruptures more than 3 cm in length when suturing of tissues was required; m) insured events (getting sick with tick-borne encephalitis, tetanus, rabies; electrical current related injury (electrical networks, equipment, atmospheric electrical discharges) if the insurance benefit has not been paid in accordance with the other articles of this table.	3% 2% 1% 2% 2% 3% 5% 4% 6% 5% 5% 6% 2% 1%

Article.	Consequences of the insured event	Paid insurance benefit (as a percentage of the sum insured)
14	<b>Disability</b> a) disability level for children under 18: - light; - average; - severe; b) level of working capacity of persons from 18 years. up to retirement age: - 45 - 55%; - 30 - 40%; - 0 - 25%; c) level of special needs for persons of retirement age: - small; - medium; - large.	45% 65% 100% 45% 65% 100% 45% 65% 100%
15	<b>Death</b>	100%

**Notes:**

1. In the case of an operation being executed for bone fracture ending repair or reinforcement, an additional payment of 5% of the sum insured shall be payable, but not more than once per insured event. The total amount of insurance benefit for all events shall not exceed the sum insured.
2. In case of multiple fractures of several bones during the insured event, insurance benefits shall be summed not exceeding the sum insured.
3. Bone fracture insurance benefit is payable if these bone injuries are seen on x-ray imaging and / or computed tomography pictures. No insurance benefit shall be payable in respect of bone surface integrity or localized damage to the porous material of the bone which has not resulted in at least two fractured ends of the bone or detachment of the bone fragment.
4. Single bone fracture/breakage at multiple areas is considered as a single fracture/breakage.
5. The integrity damage insurance benefit shall not be paid for bone fragments breaking off (tearing-off), from tangent bone surface.
6. Events not covered by this table shall be treated as non-insured events.

**General insurance conditions**

**APPROVED:**

ADB "Gjensidige" during the meeting of the Board 18 of December, 2019.  
Entered into force on 11 of February, 2020

**1. Terms and definitions**

- 1.1. **The Policyholder** is entitled to conclude insurance contract in regard to the financial interests of himself or of another person specified in the insurance policy if the terms and conditions of the type of the insurance do not specify otherwise. Such person becomes the insured. The terms and conditions of the insurance contract that apply to the policyholder also apply to the insured except for the obligation to pay insurance premium. The policyholder shall ensure that persons that become the insured according to the insurance contract are consent to this. The policyholder must inform the insured that their personal data is transmitted to the Insurer with the purpose to conclude the insurance contract and must familiarize the insured with the terms and conditions of insurance contract and with the ADB Gjensidige Principles of Personal Data Processing.
- 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, alters 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 alters 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** is 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 after 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 contr-actual obligations in a proper and timely manner.
- 1.10. **The Certificate of Insurance (Policy)** is a document issued by the insurer which approves the conclusion of the insurance contract.
- 1.11. **The Insurance Risk** is the probable threat to the object insured.
- 1.12. **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.
- 1.13. **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)
- 1.14. **The Rules of the Insurance** are the standard conditions of the insurance contract prepared by the insurer, which consists of:
- the general insurance 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 insurance 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.
- 1.15. **The Insurance Value** is the value of the insured property or of the property risk.
- 1.16. **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).
- 1.17. **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.
- 1.18. **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.
- 1.19. **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.
- 1.20. **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 which the insurer has requested during insurance contract conclusion on internet;
  - d) information which the insurer has requested during insurance contract conclusion by phone;
  - e) 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.
  - f) 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 insurance contract is made for the benefit of third parties, on behalf of them and (or) if at the time of concluding the contract the insurer is given access to the personal data of third parties, the policyholder must ensure that those persons are properly informed about such transmission of personal data to the insurer.
- 2.5. 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.
- 2.6. 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 alter 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.
- 2.7. 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.
- 2.8. 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.
- 2.9. The right of the insurer to assess the insurance risk and to refuse to conclude an insurance contract.
- 2.9.1. 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.
- 2.9.2. 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
- 2.9.3. The insurer is entitled to refuse to conclude the insurance contract without giving any reason.
- 2.9.4. The policyholder shall be informed that the insurer processes data of the insurance object when assessing insurance risk. Depending on the insurance object personal data can be obtained from entities such as the Real Property Register of the State Enterprise Centre of Registers, State Enterprise Regitra or the Motor Insurers' Bureau of the Republic of Lithuania. More information is provided in the Principles of Personal Data Processing that can be found on the website of the insurer [www.gjensidige.lt](http://www.gjensidige.lt).
- 2.10. 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.
- 2.11. Terms and conditions of the insurance are published on the website of the insurer [www.gjensidige.lt](http://www.gjensidige.lt). Also, its copy shall be presented to the policyholder upon concluding an insurance contract.
- 2.12. 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 remotely contract withdrawal term at the request of the client) (point 3.6.4. 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 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 - 4.6 of the General Insurance Conditions shall be applied.
- 3.5. 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, did not have or could not have known about the insured event occurred before the entry into force of the insurance contract.
- 3.6. The end and termination of the insurance contract.
- 3.6.1. The term of the insurance contract expires at 24:00 h (Lithuanian time) on the day indicated in the contract (certificate) of insurance, if another time is not determined in the contract (certificate).
- 3.6.2. The insurance contract ends before the end term of validity:
- a) if the insurer pays all the benefits determined in the insurance contract for all insurance contract period;
  - 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). On the basis specified in this section the insurance contract is terminated the next working day after the policyholder is informed about the corresponding changes;
  - d) if there is another basis for the termination of the contract, determined by laws or by the insurance contract.
- 3.6.3. The insurance contract may be terminated before its expiry date, if after the conclusion of the contract the possibility of the insured event or the insurance risk disappears due to circumstances unrelated to the insured event.
- 3.6.4. A policyholder who is a natural person and has made insurance contract for purposes that are not related to business, trade, craft, or profession remotely, only by the means of distance communications (on internet, by phone, by email), or in another way without physically meeting the insurer is entitled to withdraw from such insurance contract within 14 calendar days after concluding the contract, except:
- a) 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 from the insurance contract issue day.
- 3.6.5. The insurance contract can be terminated in other cases and under procedures determined by the laws or the conditions of the insurance contract.
- 3.7. Settlement procedures upon termination of the insurance contract
- 3.7.1. If the insurance contract expires or is terminated before the insurance contract end date, then the insurer is entitled to part of the premium paid for the insurance contract's period of validity.
- 3.7.2. The remaining part of the insurance premium shall not be returned if the insurance contract has expired or is terminated according to points 3.6.2. a) and 5.2.2 of the General Insurance Contract Rules.
- 3.7.3. If the insurance contract expires or is terminated at the initiative of the policyholder, or according to points 3.6.2 b) - d), 5.1.2 or 3.7.4 b) of the General Insurance Contract Rules, then the insurer shall exclude from the amount returnable to the policyholder:
- 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. The fees to be paid or refunded are revised not sooner than the next day after the insurer is informed about the circumstances that form the basis for termination or end of the Insurance Contract.
- 3.7.4. If the policyholder withdraws from the insurance contract concluded via means of remote communications (point 3.6.4. of these General Insurance Contract Rules) during 14 calendar days from the conclusion of the insurance contract:
- a) if the insurance coverage had not entered into validity - all of the paid insurance premium is returned without any deduction for administrative costs;
  - b) if the insurance coverage had entered into validity - the unused premium is refunded after deducting the part of the premium that corresponds to the period when the insurance coverage was valid.
- 3.7.5. 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.
- 3.7.6. 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.
- 3.8. The Insurer is entitled to terminate insurance contract unilaterally and/or act in breach of the contract in regard to the relevant entity if it becomes apparent that the policyholder, the insured or the beneficiary is subject to economic or other international sanctions.
- 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, cash, electronic banking or using the insurer's network of partners. The possibility to pay insurance premiums in cash or settle with payment card is made only in some intermediaries chosen by the insurer. 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.
- 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 authorized partner 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 Insured 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 was specified in the date of the insurer's notice regarding the unpaid payment 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 3.7.3 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 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 10 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 authorized representative is entitled to receive information about the examination of the insured event.
- 5.1.4. 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 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:
- 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;
  - the policyholder or the insured has caused the damage intentionally;
  - alter 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 and right 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 - 4.6 of these General Conditions of the Insurance Contracts.
- 5.3. The policyholder 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, also, shall comply with the instructions of the insurer given during the period of insurance validity;
- 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 e-mail [zalos@gjensidige.lt](mailto:zalos@gjensidige.lt) or [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, also, after registering the event shall follow the instructions given by the insurer;
- 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. The same obligation applies to the insured or the beneficiary.
- 5.4. The insurer duties:
- 5.4.1. To pay the insurance benefits as determined by the rules and the laws.
- 5.4.2. 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.
- 5.4.3. 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. 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 event which can be identified as insured event necessary for calculation of the insurance benefit. It covers documents and information confirming the presence of the insured event, responsible persons, the scope of the damage and so on.
- 6.3. The insurance benefit payment terms:
- 6.3.1. 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;
- 6.3.2. 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.
- 6.3.3. If due to the event which can be acknowledged as the insured event the policyholder, insured person or beneficiary is subject to a civil case, criminal proceedings, legal proceedings, pre-trial or other mandatory government institution investigation, then the insurer is entitled to postpone the payment of the insurance benefit until the end of pre-trial or other mandatory government institution investigation and/or enforcement of the court decision, suspension or termination of the case.
- 6.3.4. 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.
- 6.3.5. 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.
- 6.4. 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:
- 6.4.1. to his personal bank account, if the minor has it and its number is provided to the insurer;
- 6.4.2. if a minor under fourteen years old does not have a personal bank account, insurance indemnity shall be paid to the bank account of one of his parents or guardians upon receipt of a request of one of the parents or guardians and written agreement of the other parent or guardian;
- 6.4.3. if a minor between fourteen and eighteen years old does not have a personal bank account, insurance indemnity shall be paid to the bank account of one of his parents or guardians upon receipt of a written agreement of the minor.
- 6.5. When the insurer pays the insurance benefit to the policyholder 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.
- 6.6. Exemption from paying the insurance benefit:
- 6.6.1. 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 cases, specified by legal acts.
- 6.6.2. The insurance benefit shall not be paid if the request 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.
- 6.6.3. Legal acts might specify other cases of exemption from paying the insurance benefit.
- 6.7. The insurer is entitled to reduce the insurance benefit if the policyholder and/or the insured, and/or the beneficiary:
- 6.7.1. Does not adequately inform the insurer and/or presents incorrect or incomplete information about the insured event.
- 6.7.2. Does not take measures to prevent damage or decrease its extent.
- 6.7.3. Fails to comply with the conditions of the insurance agreement or reasonable requirements of the insurer related to decreasing the insurance risk.
- 6.7.4. Does not provide the insurer with the possibility of assessing the extent of and reason for the damage.
- 6.7.5. 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).
- 6.8. The insurer must prove the circumstances which exempt it from paying the insurance benefit or allow reducing it.
- 6.9. If the insurer decides to refuse to pay the insurance benefit or a part thereof, if must assess the fault of the policyholder, and /or other persons identified in Article 6.6.2 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.
- 6.10. 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.
- 6.11. Crediting of the insurance premium:
- 6.11.1. 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 according to any type of insurance contract.. If the deduction is not applied, the policyholder's obligation to pay the specified insurance premiums and other arrears remains valid.
- 6.11.2. 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.
- 6.12. The insurer will not compensate for damages and will not provide insurance cover if the United Nations, Europe Union applies trade, economic or other sanctions, prohibitions or restrictions to the providing of insurance cover or claims payment, 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, supervising and other institutions in cases determined by the laws;
- 7.2.2. to courts and supervising institution 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.
- 7.3. A transmission of insurance contract or personal data of other parties involved in particular case shall not be

considered as disclosure of confidential information or secrecy of personal data in the cases specified in this section. In certain cases, the insurer shall provide only information that is necessary to achieve the specific purpose.

## 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 the insurer or insurance distributor can be provided by ADB "Gjensidige" by email [info@gjensidige.lt](mailto:info@gjensidige.lt) or directly to Insurer address Žalgirio str. 90, Vilnius.
- 9.2. 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).
- 9.3. 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 in a non-judicial manner in the Bank of Lithuania (Totorių str. 4, LT-01103, Vilnius, more information – [www.lb.lt](http://www.lb.lt)) or in responsible court of the Republic of Lithuania.
- 9.4. 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).

## 10. Provision of information to the other party

- 10.1. Any notice of one contractual party to the other party (including insured person and beneficiary) must be submitted in writing.
- 10.2. Notices sent by e-mail or by letter or delivered by using the services of a courier to the address (email address) indicated in the insurance contract, or uploaded in Insurer self-service portal is considered as delivered properly.
- 10.3. It is considered that the date of presenting the notice is:
  - 10.3.1. the next working day after the notification was sent, if sent by e-mail.
  - 10.3.2. 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.
  - 10.3.3. the next working day after submitting the notification if it done on the self-service website of the insurer.
- 10.4. 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. Protection of personal data

- 11.1. The insurer in performance of the contract acts as a controller of the data and processes personal data in accordance to the General Data Protection Regulation (hereinafter referred to as GDPR), the Law on Legal Protection of Personal Data of the Republic of Lithuania and other legal acts that regulate protection of personal data.
- 11.2. The Insurer shall process personal data only for predefined purposes to be able to conclude and perform insurance contract and to carry out actions related to it: to identify the party of the insurance contract, to acquire information about the property insured, to assess and control insurance risk, to

prepare insurance proposal and draw insurance contract, to assess the extent of the damage, to administer insurable events, as well as operations of insurance premiums and insurance indemnities (including invoicing and debt recovery), to contact the policyholder in regard to the performance of the contract or to remind about the ending insurance contract.

- 11.3. The insurer in compliance to the legal acts applicable is entitled to process personal data not only of the policyholder but also of other parties involved. Depending on the specifics of insurance product and particular situation the insurer processes personal data of beneficiaries, insured, payer and other persons involved in performance of insurance contract.
- 11.4. As a controller of the data, the insurer is entitled to use service of data administrators that process personal data on behalf of the insurer.
- 11.5. The insurer shall process personal data only when: processing is necessary for the conclusion of an insurance contract and/or performance of an insurance contract that has already been concluded; the insurer must process personal data as he is obligated so by legal acts; approval to process personal data is granted; personal data has to be processed for legal interests of the insurer or a third party.
- 11.6. Persons whose personal data is processed by the insurer (hereinafter referred to as Data Entities) have following rights: to familiarize with the personal data processed by the insurer; to request to correct their data that is incorrect or inaccurate; to erase personal data that is processed illegally; to request the insurer to restrict the processing of the personal data; to request the insurer to transmit the data processed; to object to the processing of personal data; to cancel direct marketing authorizations at any time; to submit a claim to the supervisory authority.
- 11.7. The insurer shall review the request of Data Entity and give a response within one month from the receipt of the request. This period may be prolonged by two more months in regard to complexity and number of requests.
- 11.8. Detailed information on how the insurer processes personal data and on procedures for the exercise of rights of Data Entities is provided in the Principles of Personal Data Processing on Insurer's website [www.gjensidige.lt](http://www.gjensidige.lt).
- 11.9. Insurer is publishing detailed information about principles of personal data processing on the website [www.gjensidige.lt](http://www.gjensidige.lt)