



## Travel insurance rules no. 061

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### **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.



# Travel insurance terms and conditions

## (insurance type terms)

### APPROVED:

ADB „Gjensidige“

21 of July 2020 Board decision

These terms and conditions entered legal effect on 11 of August 2020

## Definitions used

1. **We, or the Insurer** - ADB Gjensidige.
2. **You or the Policyholder** - the person who has concluded the insurance contract.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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).
8. **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.
9. **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.).
10. **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.).
11. **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.
12. **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.
13. **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.).
14. **Emergency dental care** - medical assistance provided by an odontologist from a foreign medical institution to relieve acute toothache.
15. **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).



16. **Travel organizer** - a legal person providing one or more of the following services: travel organization, accommodation, transportation services.
17. **Carrier** - a legal entity providing passenger and / or baggage transportation services.
18. **Public transport** - is a service provided by train, bus, ferry, airline, according to a publicly announced timetable.
19. **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 guarded children. Close relatives - Insured person's spouse, parents, children, adoptive parents, foster children, guardians, guarded children, grandparents, grandchildren, brothers and sisters.
20. **Purchase value** - is the amount you need to spend to purchase new items of the same type and quality.
21. **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).
22. **Registered travel contract** - travel tickets, tourism service provision contract, accommodation service (i.e. at a hotel) provision contract.
23. **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.
24. **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.
25. **Personalized ticket** - a travel ticket issued in the name of the insured.
26. **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.
27. **Natural disaster** - volcano eruption, earthquake, landslides, avalanches, snow slips, sinkholes, hurricane, flood, whirlpools, standing waves, tsunami, typhoon, tornado, rainfall, smoke, hail.
28. **Pandemic** - an outbreak of a rapidly spreading disease that is dangerous to health or life in several countries or continents and has been confirmed by the World Health Organization.
29. **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

30. 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.
31. 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).
32. The following information is required for the conclusion of an insurance contract:
  - 32.1. information about insured persons;
  - 32.2. 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);
  - 32.3. departure and return dates.
33. 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.).
34. 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.
35. 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

36. 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.
37. 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.
38. 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.
39. 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.

40. Insurance object - are the property interests of the insured, related to the compensation of financial loss due to unforeseen expenses abroad or during travel.
41. 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, damage, 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.

42. We will not indemnify for any financial loss directly or indirectly caused by:
  - 42.1. 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;



- 42.2. any type of terrorist attack, except Travel insurance terms and conditions point 45.10. 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;
  - 42.3. involvement of the Insured in mass unrest, riots, riots, war, service in any foreign military force or formation;
  - 42.4. 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;
  - 42.5. 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;
  - 42.6. 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;
  - 42.7. 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;
  - 42.8. when the insured person travels, irrespective of the doctor's recommendations;
  - 42.9. Pandemic;
  - 42.10. the seizure, confiscation or destruction of the insured person's baggage or the seizure of the insured person by state authorities (customs, police, etc.);
  - 42.11. the actions of persons on whom travel plans depend, unlawful actions, as well as actions invoking 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;
  - 42.12. unfavorable weather conditions (except medical expenses insurance, accident insurance, travel connection insurance).
43. 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.

- 44. 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 42, 43, 51 and 52 of these Travel insurance terms and conditions.





45. Within the sum insured, we cover the insured's expenses abroad due to:
- 45.1. **emergency medical care** in an outpatient and / or inpatient facility;
  - 45.2. **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 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;
  - 45.3. **emergency dental care**, up to a maximum of EUR 200 for the whole period of insurance;
  - 45.4. **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;
  - 45.5. **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;
  - 45.6. **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.
  - 45.7. **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.
  - 45.8. **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.
  - 45.9. **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.
  - 45.10. **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.
  - 45.11. **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.

- 45.12. **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.
- 45.13. **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.
- 45.14. **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.
46. In all cases, we cover the cost of emergency medical care first.
47. 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.
48. 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.
49. 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.
50. 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.**

51. We will not reimburse the expenditure incurred due to the events mentioned in these Travel insurance terms and conditions in points 42 and 43, and events that occurred (excluding cases, when the insurance policy provides otherwise):
- 51.1. In cases when the Insured was taking part in paid light and/or heavy physical labor.
- 51.2. working as crew members on ships, aircraft;
- 51.3. flying aircraft without motors, light aircraft, motor gliders, paragliders;
- 51.4. due to service in any armed and / or military forces or formations and in war zones;
- 51.5. participating in official sports training or competitions;
- 51.6. 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.



52. We will not cover the costs related to:
- 52.1. 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) 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);
  - 52.2. medical assistance which was the purpose of travel or medical treatment course commenced before the date of entry into force of the insurance contract;
  - 52.3. 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.
  - 52.4. 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;
  - 52.5. oncological sicknesses and oncological diseases (conditions), their diagnosis and treatment, not taking in account the stage of the disease;
  - 52.6. diabetes, epilepsy, diagnosis and treatment of these diseases, regardless of the stage of the disease;
  - 52.7. psychiatric disorders, psychiatric and nerve diseases, reactive conditions, psychological trauma;
  - 52.8. purchase and repair of prostheses, goggles, hearing aids and other aids (except crutches, straps);
  - 52.9. 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 45.4 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;
  - 52.10. sexually transmitted diseases and health disorders, appearing due to the diagnosis and treatment of such diseases;
  - 52.11. fungal diseases and diagnostics and treatment of health disorders appearing due to such diseases;
  - 52.12. 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);
  - 52.13. cosmetic surgery - aesthetic operations and prosthesis (including dental prosthesis and vision correction);
  - 52.14. dental care, except for dental pain relief, with the cost of pain removal up to 200 E ur;
  - 52.15. 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;
  - 52.16. 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;
  - 52.17. 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.);
  - 52.18. 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;



- 52.19. treatment or care of the Insured by relatives of the Insured;
- 52.20. costs of searching for the body of the insured;
- 52.21. 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.)
- 52.22. 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.)
- 52.23. disinfection, preventive vaccination, medical examination and laboratory tests not related to the insured person's illness or bodily injury due to the insured event;
- 52.24. 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;
- 52.25. treatment and medicine purchase in the country of the nationality or permanent residence of the insured person;
- 52.26. non-pecuniary damage or expenses not related to the provision of medical assistance;
- 52.27. 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;
- 52.28. expenses to be covered by the State National Health Insurance Fund, expenses in foreign medical institutions, expenses for medicines prescribed by the doctor, bandages 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.

**Obligations of the Insured or his authorized person in the event of an event.**

53. In the event of acute illness or bodily injury, the insured person or his authorized person must:
- 53.1. 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%;
  - 53.2. 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;
- 53.3. comply with Our or the Assistance company's instructions regarding the insured event, otherwise the benefit may be reduced by 20%;
- 53.4. At Our request, conduct additional medical researches related to the event. We will pay for these researches;
- 53.5. to allow Us or the experts acting on Our behalf to access all medical records and information regarding the Insured person's medical condition;
- 53.6. 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.

## Accident insurance

### 54. Insured events:

- 54.1. **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);
- 54.2. **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;
- 54.3. **death** of the insured person as a result of an accident abroad.

### 55. Non- insured events are events referred to in points 42 and 43 of these Travel insurance Terms and conditions and the following events :

- 55.1. 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);
- 55.2. that occurred (with exception of cases when the insurance policy provides otherwise):
- 55.2.1. In cases when the Insured was taking part in paid light and/or heavy physical labor.
- 55.2.2. working as crew members on ships, aircraft;
- 55.2.3. flying aircraft without motors, light aircraft, motor gliders, paragliders;
- 55.2.4. due to service in any armed and / or military forces or formations and in war zones;
- 55.2.5. participating in official sports training or competitions;
- 55.2.6. 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.
- 55.3. medical conditions caused by the treatment (unless such treatment was caused by an accident prescribed in these rules);
- 55.4. congenital defects of the organism or body;
- 55.5. 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;
- 55.6. whose presence during the insurance period is not confirmed by medical documentation and / or diagnostic tests from a foreign medical institution;



- 55.7. 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;
- 55.8. if the court recognizes the insured person as missing or unknown;
- 55.9. 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);
- 55.10. not provided in the "Table of calculation of insurance benefits in cases of injury/disability" (Annex No.1);
- 55.11. if the level of disability / working capacity and / or special needs is determined later than one year after the accident abroad;
- 55.12. non-pecuniary damage.

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

- 56.1. immediately address a healthcare institution abroad and receive necessary medical attention
- 56.2. 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.

**Payment of insurance benefit.**

- 57. 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);
- 58. 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.
- 59. 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:
  - 59.1. 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);
  - 59.2. 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);
- 60. 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.
- 61. 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 % .
- 62. 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.



## Failed or interrupted travel insurance

### Insured events and paid expenses.

63. Insured events - financial losses of the insured failure to make a planned and prepaid trip or when the insured person interrupts his trip (prepaid and unused travel expenses).
64. 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:
  - 64.1. 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;
  - 64.2. 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;
  - 64.3. 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;
  - 64.4. acute illness of close relatives of the insured person due to which he or she is treated in an inpatient 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);
  - 64.5. 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);
  - 64.6. 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;
  - 64.7. 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);
  - 64.8. 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;
  - 64.9. 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.
65. 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:
  - 65.1. 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;
  - 65.2. death of close relatives;
  - 65.3. an invitation from the police to come back due to unlawful acts of third parties to the insured person's property.
66. Within the limit of the sum insured, we pay accommodation, transportation, travel tickets re-booking costs on another date, if planned trip does not take place due to the Travel insurance terms and conditions clauses 64.1. - 64.9. and the direction of travel does not change. If the event that the insurance benefit is paid in accordance with this clause, the insurance benefit in accordance with clause 64. of the Travel insurance terms and conditions shall not be paid.
67. 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, if the travel is interrupted or travel is re-booked by events as



provided in points 64 65 and 66 of these Travel insurance terms and conditions, failure to depart, travel termination or travel re-booking by other persons will also be considered an insured event.

#### **Non-insured events.**

68. Non-insured events are events referred to in points 42 and 43 of these Travel insurance terms and conditions, and We will not indemnify for financial loss if the Insured fails to travel, if:
- 68.1. the insured does not suffer material damage or incurs it through his own fault (i.e. the damage could have been prevented);
  - 68.2. 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;
  - 68.3. 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;
  - 68.4. 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;
  - 68.5. 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;
  - 68.6. travel fails due to the insured person's reluctance to travel, phobia, stress or personal, financial circumstances;
  - 68.7. travel fails due to unlawful acts of persons on whom the travel plans depend;
  - 68.8. travel fails due to adverse weather conditions, natural disasters, quarantine;
  - 68.9. before the insured person signed the travel contract, doctors recommended not to go on the trip indicated in the insurance policy;
  - 68.10. the illness or trauma of the insured or his relatives was the result of their own intentional actions;
  - 68.11. law enforcement, state security authorities did not allow the insured to travel due to his or her crime, violation of public order, etc. .;
  - 68.12. the Insured has not received a visa, personal or other necessary documents for travelling;
  - 68.13. departure fails due to reasons other than those specified in point 64 of these Travel insurance terms and conditions.
69. We do not indemnify for financial loss if the insured interrupts the trip:
- 69.1. due to reasons other than those specified in point 65 of these Travel insurance terms and conditions;
  - 69.2. regardless of doctor's permission (lack of objection) to continue your journey.

#### **Sum insured and deductible.**

70. 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.
71. The sum insured and the insurance deductible are specified in the insurance policy.

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

72. 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.
73. 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, epicrisis), 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.**

74. 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.**

75. 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.
76. Only travel by means of air transportation are insured.
77. 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.**

78. Non-insured events are events referred to in points 42 and 43 of these Travel insurance terms and conditions, and We will not indemnify for financial loss:
- 78.1. if the insured is late for checking in at the airport at the time specified in the itinerary due to his own fault;
- 78.2. 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;
- 78.3. if the insured does not use the alternative offered by the carrier and refuses it without reconciliation with Us;
- 78.4. 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;
- 78.5. if the original means of transport is less than 1 hour late;
- 78.6. 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;
- 78.7. due to natural disasters;
- 78.8. if the event occurred within 72 hours after the conclusion of the insurance contract.

**Sum insured and deductible.**

79. The sum insured and the insurance deduction are specified in the insurance policy (policy).
80. The insurance contract shall provide for an unconditional deduction which reduces the insurance benefit payable.

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

- 81.1. immediately contact the carrier (travel organizer) and obtain:
- 81.2. a letter stating the arrival - departure schedule, the actual arrival - departure time, the reason for non - departure / delay;
- 81.3. a letter stating the amount of the compensation paid by the carrier / travel organizer or refusal to provide such compensation.



- 81.4. 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.**

82. 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.**

83. 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.
84. 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.**

85. Non-insured events are events referred to in points 42 and 43 of these Travel insurance terms and conditions, and We will not indemnify for financial loss:
- 85.1. if the insured is late at the departure point and / or check-in at the airport at the time indicated on the itinerary;
  - 85.2. if the insured is provided with alternative transport departing within 6 hours from the scheduled time of departure;
  - 85.3. if the insured does not use the alternative offered by the carrier and refuses it without reconciliation with Us;
  - 85.4. 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;
  - 85.5. due to meteorological conditions or natural disasters;
  - 85.6. if the event occurred within 72 hours after the conclusion of the insurance contract;
  - 85.7. related with charter delay, cancellation;
  - 85.8. in the event of a loss of travel connection due to the first flight;
  - 85.9. 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);
  - 85.10. due to carrier's bankruptcy or cancellation of his license;
  - 85.11. the insured decides not to travel;
  - 85.12. 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.**

86. 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.
87. 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.**

88. 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.**

89. Insured events - direct financial loss of the insured:
- 89.1. acquisition of new documents abroad, loss of passport, identity card, driver's license, vehicle registration certificate by insured person;
  - 89.2. 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;
  - 89.3. incurred loss due to traveling from a hotel to an embassy, consulate or other official travel document issuance site to restore lost travel documents;
  - 89.4. 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.
90. **Non-insured events** are events referred to in points 42 and 43 of these Travel insurance terms and conditions, and We will not indemnify for financial loss:
- 90.1. when the incident is not documented by law enforcement, travel organizers or other competent authorities;
  - 90.2. when the losses are compensated by the travel organizer;
  - 90.3. non-pecuniary damage.
  - 90.4. when non-named tickets are lost.
91. **Obligations of the insured in the event of an accident.**
- 91.1. 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;
  - 91.2. 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.
92. **Payment of insurance benefit:**
- 92.1. 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;
  - 92.2. 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

93. 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.

94. Insured event - direct financial loss of the insured:
- 94.1. 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. The baggage delay fact must be confirmed by documents issued by the carrier or the corresponding involved authorities;
  - 94.2. 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. The loss of baggage fact must be confirmed by documents issued by the carrier or the corresponding involved authorities;
  - 94.3. in the case of damage to baggage carried by means of air transportation which has been transferred to the carrier's baggage hold. The damage of baggage fact must be confirmed by documents issued by the carrier or the corresponding involved authorities;
  - 94.4. 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.).
95. We will indemnify for financial loss not covered by the travel organizers according to the purchase receipts provided.
96. **Non-insured events** are events referred to in points 42 and 43 of these Travel insurance terms and conditions, and We will not indemnify for financial loss:
- 96.1. when the insured does not contact the carrier (travel organizer) within 6 hours and does not receive his written confirmation of the event;
  - 96.2. due to baggage delay on return from a trip and / or country of nationality or permanent residence;
  - 96.3. 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);
  - 96.4. due to loss of or damage to baggage while traveling on any type of motorcycle or scooter, bicycle;
  - 96.5. if the baggage is lost or damaged as a result of an accident caused by the Insured in violation of the Road traffic rules;
  - 96.6. due to changes in the external appearance of the baggage without causing a change in function;
  - 96.7. due to spillage of liquids in the baggage of the insured;
  - 96.8. 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;
  - 96.9. for items intended for professional or commercial use;
  - 96.10. due to baggage wear, rust, mold, rodent effects, color fading, or other natural changes due to gradual action cause;
  - 96.11. when losses are compensated by the carrier. You may not waive the carrier's compensation or the alternative offered without Our written consent;
  - 96.12. 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.

97. In the event of late delivery or loss of baggage of the insured, the insured within 6 hours after the flight 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.
98. 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.



99. 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.**

100. 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.
101. 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.
102. 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.
103. In case of loss of baggage, the following shall be compensated:
- 103.1. 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;
  - 103.2. 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;
  - 103.3. 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;
  - 103.4. 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.
104. 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.
105. If the baggage has been lost irrevocably and the policyholder has been paid insurance benefit in accordance with point 94.1. above, this paid amount shall be deducted from the total benefit payable under point 94.2. of these Travel insurance terms and conditions.

## Personal civil liability insurance

**Insured events.**

106. 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.
107. Claims for damages arising out of insured events shall be provided in accordance with the applicable civil liability law in the country of occurrence.
108. 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.**

109. Non-insured events are events referred to in points 42 and 43 of these Travel insurance terms and conditions, as well as claims filed due to:
- 109.1. intentional actions of the Insured against third parties;
  - 109.2. animals owned, cared for, protected or managed by the insured;
  - 109.3. damage caused during hunting;
  - 109.4. damage caused by the use of a firearm;
  - 109.5. loss of income, daily subsistence of a third person;
  - 109.6. storage or use of motorized land, water, as well as motorized and non-motorized air vehicles;
  - 109.7. 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.
110. We do not cover the following financial losses:
- 110.1. the court costs and / or fines imposed on the Insured;
  - 110.2. 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;
  - 110.3. 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;
  - 110.4. related to the insured person's professional, work activity, participation in competitions, practice during studies;
  - 110.5. an attacker who has been harmed by an insured person by lawfully defending himself or another person.

### **Sum insured and deductible.**

111. The sum insured is specified in the insurance policy.
112. 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.**

113. In the event of damage to third parties (in the case of civil liability insurance), the insured person must:
- 113.1. 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;
  - 113.2. 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;
  - 113.3. to contact emergency services immediately if circumstances require so;
  - 113.4. if possible, take up-to-date photographs of the property showing damage;
  - 113.5. 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;
  - 113.6. in the case of preferential insurance, provide documents proving the travel time.
114. 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.**

115. 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 114 of these Travel insurance terms and conditions.
116. 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.
- 116.1. 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.

117. Insured event - direct financial loss of the insured, related to:
- 117.1. illness or injury which prevents the insured from engaging in sports activities abroad;
  - 117.2. theft of leased and own sports equipment abroad;
  - 117.3. delays in the delivery of owned sports equipment when it is transported as checked-in baggage by air;
  - 117.4. loss or damage of leased and own sports equipment abroad.
118. We indemnify for financial loss related to:
- 118.1. 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;
  - 118.2. theft of rented or own sports equipment - we indemnify the residual value of the equipment;
  - 118.3. 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;
  - 118.4. 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;
  - 118.5. 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;
  - 118.6. loss of rented sports equipment - we indemnify the residual value of the equipment;
  - 118.7. 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;
  - 118.8. 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;
  - 118.9. 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.
119. **Non-insured events** are events referred to in points 42 and 43 of these Travel insurance terms and conditions, as well as:
- 119.1. 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;
  - 119.2. in cases when sports equipment was left unattended in a public place;
  - 119.3. equipment theft from unattended vehicles (unless police confirm that the vehicle was broken into/hacked);
  - 119.4. due to changes in the external appearance of the sporting equipment without causing a change in function;
  - 119.5. due to sporting equipment delay on return from a trip and / or country of nationality or permanent residence;
  - 119.6. due to sports equipment wear, rust, mold, rodent effects, color fading, or other natural changes due to gradual action cause;
  - 119.7. 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;
  - 119.8. all other events and losses not mentioned in points 117 and 118 of these Travel insurance terms and conditions.

## Sum insured and deductible.

120. The sum insured is specified in the insurance policy.
121. 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.**

122. 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.
123. If sports equipment is stolen, the insured person should immediately contact law enforcement (i.e. police) and obtain a letter confirming the event.
124. In case of damage to sporting equipment, and if possible, make up-to-date photographs evidencing the damage.
125. 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.**

126. 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.
127. 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:
  - 127.1. if the sports equipment is less than one year old, the acquisition cost of a new similar item;
  - 127.2. 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.
128. 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.
129. 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);	3%
	(b) cerebral hemorrhage (hematoma).	6%
	Skull bones fractures:	
	(c) dome bones;	10%
(d) foundation (base) bone.	15%	
	<b>Note:</b> A brain concussion insurance benefit (1a) shall be payable in the event of inpatient treatment for more than 24 hours.	
2	<b>Facial bones</b>	
	(a) fracture of upper jaw (maxilla), cheekbone (os zygomaticum), lower jaw (mandible);	6%
	(b) multiple lower jaw fractures;	7%
	(c) fracture of the nose bones;	3%
	(d) Fracture of throats, thyroid cartilage, under tongue bone.	4%
3	<b>Dental traumatic injury (loss of entire tooth and / or root)</b>	
	(a) loss of 1-2 teeth;	2%
	(b) loss of 2-4 teeth;	3%
	(c) loss of more than 5 teeth.	6%
4	<b>Chest</b>	
	(a) fracture of sternum;	5%
	(b) fracture of 1-2 ribs;	3%
	(c) fracture of 3-5 ribs;	4%
	(d) fracture of 6 or more ribs.	6%
5	<b>The spine</b>	
	(a) fracture of 1-2 cervical, thoracic or lumbar vertebral bodies, arcs;	12%
	(a) fracture of 3 or more cervical, thoracic or lumbar vertebral bodies, arcs;	25%
	(c) Fracture of 1-2 vertebral bodies transverse, spine of sphenoid bone, or other joint growth of vertebra;	3%
	(d) Fracture of 3 or more vertebral bodies transverse, spine of sphenoid bone, or other joint growth of vertebra;	7%
	(e) fracture of the sacrum;	8%
	(f) coccyx fracture.	3%
6	<b>Arm</b>	
	(a) fracture of shoulder blades, clavicle;	5%
	(b) fracture of shoulder joint (shoulder joint pit);	6%
	(c) fracture of the shoulder joint (bone fragments);	4%
	(d) fracture of the humerus;	8%
	(e) elbow joint fracture (fracture at the bending of the joint);	5%
	(f) fracture of the forearm (single bone);	5%
	(g) fracture of the forearm (one bone) with dislocation;	7%
	(h) fracture of both forearm bones;	7%
	(i) fracture of the wrist;	3%
	(j) fracture of the hand bones;	4%
	(k) fracture of thumb;	3%
	(l) fracture of fingers (except thumb);	2%



Article	Consequences of the insured event	Paid insurance benefit (as a percentage of the sum insured)
7	<b>Pelvis</b>	
	(a) fracture of one pelvis bone (Ilium bone, pubis bone, ischium bone, hip bone);	5%
	(b) fracture of two or more pelvic bones;	8%
	(c) fracture of the acetabulum;	12%
	(d) rupture of one clamp;	7%
	(e) rupture of joints and fractures of bone.	13%
8	<b>Thighs</b>	
	(a) fracture of the femur body;	8%
	(b) fracture of the femoral ridges, medial epicondyle or medial condyle;	6%
	(c) fracture of femoral head and / or neck.	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;	5%
	(b) fracture of the patella.	6%
10	<b>Leg</b>	
	(a) fracture of the fibula;	5%
	(b) fracture of the tibia;	7%
	(c) fracture of tibia and fibula.	10%
11	<b>Ankle joint</b>	
	(a) fracture of one ankle;	4%
	(b) fracture of both ankles;	7%
	(c) rupture of the Achilles tendon.	4%
12	<b>Foot</b>	
	(a) fracture of the foot bones;	3%
	(b) calcaneus fracture, ankle bone (talus) fracture;	7%
	(c) fractures of the toes (excluding the big toe);	2%
	(d) Fracture of the big toe.	3%
13	<b>Other traumatic consequences, insured events</b>	
	(a) dislocation of shoulder, elbow, knee joint;	3%
	(b) ligament and tendon rupture (if immobilization was used);	2%
	(c) haemarthrosis (if a puncture has been performed on the joint);	1%
	(d) bone fractures;	2%
	(e) II <sup>o</sup> burns not less than 1% of the body surface area;	3%
	(f) II <sup>o</sup> burns not less than 5% of the body surface area;	5%
	(g) III <sup>o</sup> burns up to 2% of body surface area;	4%
	(h) III <sup>o</sup> burns not less than 2% of the body surface area;	6%
	(i) widespread I <sup>o</sup> burn causing a non-burn disease;	5%
	(j) III <sup>o</sup> frostbite;	5%
	(k) traumatic injury to internal organs requiring surgery of the injured organ;	6%
	(l) soft tissue ruptures more than 3 cm in length when suturing of tissues was required;	2%
(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.	1%	



Article	Consequences of the insured event	Paid insurance benefit (as a percentage of the sum insured)
<b>14</b>	<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%
<b>15</b>	<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 29 of April, 2021.

Entered into force on 11 of May, 2021.

## 1. Definitions

- 1.1. **Policyholder** - the person who has approached the insurer for the conclusion of an insurance contract or to whom the insurer has proposed to conclude an insurance contract, or who has concluded an insurance contract with the insurer.
- 1.2. **Insurer** - ADB Gjensidige.
- 1.3. The lists of distributors of ADB Gjensidige insurance products are published at [www.gjensidige.lt](http://www.gjensidige.lt) and [www.lb.lt](http://www.lb.lt).
- 1.4. **Insured event** - an event defined in the insurance contract, upon the occurrence of which the insurer must pay the insurance indemnity.
- 1.5. **Insurance cover** - the insurer's obligation to pay an insurance indemnity upon the occurrence of an insured event.
- 1.6. **Insurance premium** - the amount of money specified in the insurance contract, which the policyholder shall pay to the insurer for the insurance cover in accordance with the procedure determined in the insurance contract.
- 1.7. **Insurance indemnity** - the amount of money that the insurer must pay the policyholder or another person entitled to the insurance indemnity upon occurrence of an insured event, or another indemnity form specified in the insurance contract.
- 1.8. **Insurance period** - the time period from the beginning to the end of the insurance cover, which does not necessarily coincide with the period of the insurance contract. Unless specified otherwise in the terms and conditions of the insurance contract, the insurance cover is considered to be valid only during the insurance period.
- 1.9. **The period of the insurance contract** - the period of validity of the insurance contract specified in the insurance policy, applicable under the proper and timely performance of the contractual obligations by the parties.
- 1.10. **Insurance policy** - the document issued by the insurer confirming the conclusion of the insurance contract.
- 1.11. **Insurance risk** - the probable danger to the object of insurance.
- 1.12. **Sum insured** - the amount of money specified in the insurance contract or calculated in accordance with the procedure determined in the insurance contract, which the insurance indemnity cannot exceed, except for the cases specified in the insurance contract.
- 1.13. **Insurance contract** - the written agreement between the insurer and the policyholder concluded on the basis of the terms and conditions of insurance type. In keeping with the contract, the policyholder shall undertake to pay the insurance premium specified therein. In keeping with the contract, the insurer shall undertake to pay an insurance indemnity upon the occurrence of an insured event. The insurance contract consists of:
  - insurance policy and its appendices;
  - insurance terms and conditions and (or) other provisions of insurance contract agreed upon in writing between the policyholder and the insurer (individual terms and conditions of the insurance contract);
  - application for the conclusion of an insurance contract if one was submitted.
- 1.14. **Insurance terms and conditions** - standard terms and conditions of the insurance contract prepared by the insurer and consisting of:
  - general insurance conditions;
  - conditions of insurance type;



- additional conditions of insurance type. The insurance contract is subject only to the additional conditions of insurance type specified in the insurance policy.

In case of discrepancies between the general insurance conditions and the conditions of insurance type, the conditions of insurance type shall prevail. In case of discrepancies between the additional conditions of insurance type and the general insurance conditions or the conditions of insurance type, the additional conditions of insurance type shall prevail.

The 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.

If certain cases are not discussed in these Insurance Terms and Conditions, the laws of the Republic of Lithuania shall apply.

- 1.15. **Insurance value** - the value of the insured property or property risk value.
- 1.16. **Deductible** - a fixed amount of money or an amount expressed in percentage or otherwise specified in the insurance contract, by which the insurance indemnity to be paid upon occurrence of an insured event is reduced (the policyholder shall contribute this amount to the compensation of losses himself).
- 1.17. **Unconditional deductible** - an amount of money by which the insurer reduces the indemnity to be paid upon occurrence of any insured event. Unless specified otherwise in the insurance contract, the deductible shall be deemed to be unconditional.
- 1.18. **Conditional deductible** - the share of the loss expressed in the amount of money that the policyholder shall cover in case the loss incurred does not exceed the amount of deductible. In case the loss exceeds the amount of deductible, the indemnity shall be paid without deducting the deductible.
- 1.19. **Beneficiary** - the person specified in the insurance contract or the person assigned by the policyholder or, in certain cases specified in the insurance contract, by the insured entitled to receive insurance indemnity.
- 1.20. **Non-insured event** - an event defined in the insurance contract or by law upon occurrence of which the insurer shall not pay the insurance indemnity.

## 2. Concluding the insurance contract

- 2.1. The insurance contract is concluded upon agreement between the insurer and the policyholder.
- 2.2. If the terms and conditions of insurance type do not specify otherwise, the policyholder is entitled to conclude the insurance contract in regard to the financial interests of himself or of another person specified in the insurance policy. 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.
- 2.3. The policyholder shall submit to the insurer a written application for the conclusion of an insurance contract or shall otherwise express his will to conclude it (on internet, by phone, by e-mail, in customer service office).
- 2.4. The policyholder is responsible for the accuracy of the data provided in the application for the conclusion of the insurance contract.
- 2.5. The conclusion of the insurance contract is confirmed by the insurance policy issued by the insurer. Until the insurance premium or the first instalment of it is paid, the insurance policy shall be considered as insurance proposal, unless the insurance contract provides for the deferment period of the insurance premium or the first instalment of it.
- 2.6. The Insurer processes data of the object of insurance when assessing insurance risk. Depending on the object of insurance such data may 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).
- 2.7. A different procedure for conclusion of the insurance contract may be defined by the conditions of insurance type.

## 3. Validity and amendment of the insurance contract

- 3.1. The insurance contract is made for the period agreed upon by the parties and specified in the insurance policy.
- 3.2. The insurance contract comes into effect from 00:00 (Lithuania time) of the day specified in the insurance policy, unless a different time is specified in the insurance contract, but not before the full insurance premium or the first instalment thereof is paid, unless the insurance contract provides for the deferment period of the insurance premium or the first instalment thereof:



- 3.2.1. If the insurance premium (or the first instalment thereof in case the premium is paid in instalments) is paid prior to the commencement of the insurance contract specified in the insurance contract, the insurance contract comes into effect and the insurance cover applies from the commencement of the insurance contract specified in the insurance contract;
  - 3.2.2. If the insurance premium (or the first instalment thereof in case the premium is paid in instalments) is not paid prior to the commencement of the insurance contract specified in the insurance contract but the payment is delayed less than 30 calendar days, the insurance contract comes into effect but the insurance cover applies from 00:00 of the day following the day of the payment; the period of the insurance contract shall not be prolonged in such case;
  - 3.2.3. If the insurance premium (or the first instalment thereof in case the premium is paid in instalments) is not paid prior to the commencement of the insurance contract specified in the insurance contract and the payment is delayed 30 calendar days or more, the insurance contract does not come into effect, and the insurance cover does not apply, and the late payment of the insurance premium shall be returned to the policyholder;
  - 3.2.4. If the insurance premium (or the first instalment thereof in case the premium is paid in instalments) is paid only partially, the insurance contract does not come into effect and the insurer shall not provide the insurance cover, unless specified otherwise in the written insurance contract.
  - 3.2.5. If the insurance contract provides for the deferment period of the insurance premium or the first instalment thereof, the commencement of the insurance contract is not linked to the payment of the premium and the insurance contract comes into effect and the insurance cover applies from the commencement of the insurance contract specified in the insurance contract. If the policyholder fails to pay the deferred insurance premium (or the first instalment thereof in case the premium is paid in instalments) within the time specified in the contract, standard consequences of non-payment of the insurance premium shall apply as specified in clauses 4.6-4.7 of these General Insurance Conditions.
- 3.3. If the insurance contract is concluded by means of communication (clause 7.3.2 of these General Insurance Conditions), the commencement of the contract is set at 14 days from the conclusion except for the cases when the policyholder indicates an earlier date. If the policyholder indicates an earlier date for the commencement of the contract, the insurance cover shall be deemed to apply from the date indicated by the policyholder (before the cancellation term applicable to the contracts made by means of communication expires) but not before the full agreed insurance premium or the first instalment thereof is paid.
  - 3.4. The insurance contract may be amended only by a written agreement between the insurer and the policyholder, except for the cases specified therein.

## 4. Insurance premium and its payment procedure

- 4.1. The amount of the insurance premium is calculated by the insurer, taking into consideration the information provided by the policyholder, the object of insurance, the sum insured, the insurance risk, other conditions specified in the insurance contract and other relevant information.
- 4.2. Insurance premiums may be paid by bank transfer, in cash, using electronic banking or the network of insurer's partners. It is possible to pay insurance premiums in cash or by payment card only in some branches indicated by the insurer. The policyholder is responsible for ensuring that the insurance premium he pays reaches the bank account of the insurer on time and that all details identifying the payer and the insurance contract are provided in the payment documents as requested by the insurer.
- 4.3. The actual date of payment of the insurance premium is the day when the insurance premium is credited to the bank account specified by the insurer or the insurance intermediary authorized by the insurer or paid in cash and meets the requirements of clause 4.2 of these General Insurance Conditions; otherwise it is the day when the insurer identifies the received insurance premium.
- 4.4. Other persons may pay insurance premiums for the policyholder without acquiring any rights to the insurance contract and the insurance premiums paid.  
If the policyholder terminates the insurance contract prior to its termination date or a refundable balance of the insurance premium appears on other basis, it shall be refunded to the policyholder in spite of who has paid the insurance premium or the instalment thereof, except for the special cases specified in the insurance contract or separately agreed upon by the policyholder and the insurer in written.
- 4.5. If the insurance premium or the instalment thereof is not paid on time, the insurer is entitled to charge interest at the rate of 0.02% of the unpaid amount for every day delayed.



- 4.6. If the policyholder does not pay the insurance premium or the instalment thereof within the time specified in the insurance contract (except for the cases when commencement of the insurance contract is linked to the payment of the insurance premium or the instalment thereof), the insurer must inform the policyholder about this in written notifying that the insurance contract will be terminated if the policyholder does not pay the insurance premium or the instalment thereof within 30 days from the day when the notification was sent to the policyholder. The procedure for providing information is specified in clause 13 of these General Insurance Conditions.
- 4.7. In case the insurance premium was paid partially and a refundable balance appears when the contract is terminated due to the failure of payment of the premium, the amounts of money specified in clause 8.3 of these General Insurance Conditions shall be deducted from the refundable balance.

## 5. Rights and responsibilities of the policyholder and the insurer

### 5.1. Rights of the policyholder:

- 5.1.1. to get acquainted with the insurance terms and conditions and receive the copy thereof;
- 5.1.2. in the event of an insured event, to demand that the insurer pay the insurance indemnity in accordance with the procedure established by law and (or) the insurance contract;
- 5.1.3. to receive information about the investigation of the insured event;
- 5.1.4. to terminate the insurance contract in accordance with the procedure specified therein;
- 5.1.5. to demand the amendment of the terms and conditions of the insurance contract or reduction of the insurance premium if the insurance risk decreases, and, if the insurer refuses to amend the terms and conditions of the insurance contract or to reduce the insurance premium, to go to court for the termination or amendment of the insurance contract due to fundamental changes in the circumstances or to terminate the insurance contract in accordance with the procedure specified therein.

### 5.2. Responsibilities of the policyholder:

- 5.2.1. to submit the written application for the conclusion of an insurance contract and to provide other documents specified therein before concluding the insurance contract. The written application for the conclusion of an insurance contract must be submitted if it is required by the conditions of insurance type.
- 5.2.2. to provide the insurer with all the information known about circumstances that might have fundamental impact on the probability of occurrence of an insured event or on the extent of probable loss in case of such event (on the insurance risk). Fundamental circumstances about which the policyholder must inform the insurer before concluding the insurance contract:
  - 5.2.2.1. the information provided in the written application for the conclusion of an insurance contract (if such application is required by the terms and conditions of insurance type);
  - 5.2.2.2. the information requested by the insurer in written;
  - 5.2.2.3. the information requested by the insurer when the insurance contract is concluded on internet or by phone;
  - 5.2.2.4. the information about other insurance contracts under which the object of insurance is insured against the same risks;
  - 5.2.2.5. in addition to the circumstances mentioned above, the conditions of insurance type might define other circumstances that might have fundamental impact on risk assessment;
- 5.2.3. to inform the insured, the beneficiary and (or) the payer about the insurance contract to be concluded and (or) the insurance contract concluded; to acquaint the insured and (or) the beneficiary with the terms and conditions of the insurance contract and their amendments; to ensure that the insured and (or) the beneficiaries do not object to their appointment as the insured and (or) beneficiary throughout the period of the insurance contract. to inform the insured, the beneficiary and (or) the payer that their personal data has been provided to the insurer for the purpose of concluding the insurance contract, and to acquaint them with the ADB Gjensidige policies of processing personal data;
- 5.2.4. to pay insurance premiums within the terms specified in the insurance contract; when making the payment, to provide in the payment documents all details identifying the payer and the insurance contract as requested by the insurer;
- 5.2.5. to follow the insurer's instructions in order to reduce the risk and to comply with the security measures specified in the conditions of insurance type, additional conditions or in the insurance contract; also, to follow the insurer's instructions given throughout the period of the insurance contract;



- 5.2.6. to inform the insurer immediately about the increase in risk or other cases when the circumstances specified in the insurance contract changes fundamentally; the increase in risk and other cases that fundamentally change the circumstances specified in the insurance contract are defined in the conditions of insurance type, additional conditions or in the insurance contract;
  - 5.2.7. upon the occurrence of an insured event or upon the occurrence of circumstances that cause actual risk of the occurrence of an insured event, to register the event on the insurer's website [www.gjensidige.lt](http://www.gjensidige.lt), on self-service or by phone (1626) and to exercise the responsibilities specified in the conditions of insurance type, additional conditions or in the insurance contract; also, to follow the instructions given by the insurer upon the registration of the event.
- 5.3. Rights of the insurer:**
- 5.3.1. before concluding the insurance contract, the insurer is entitled (but is not obliged) to inspect or to assess the object of insurance and, if necessary, to appoint experts to assess the insurance risk at its own expense. Assessments performed by the insurer, any written report thereof, opinion expressed orally or in written shall be considered only insurance risk assessment and may not be used by the policyholder as the proof that the object of insurance is safe, does not cause danger to the environment, complies with the laws and regulations, engineering, industry standards or other requirements;
  - 5.3.2. if the interest of the insurance is linked to the health of a natural person, the insurer is entitled to require the policyholder to provide documents confirming the age, health status, profession of the policyholder (the insured) and other circumstances affecting the insurance risk;
  - 5.3.3. to refuse to conclude the insurance contract without indicating the reason;
  - 5.3.4. to demand the amendment of the terms and conditions of the insurance contract or recalculation of the insurance premium if the insurance risk increases or other fundamental circumstances of the insurance contract changes; and, if the policyholder refuses to amend the terms and conditions of the insurance contract or to pay an increased insurance premium, to go to court for the termination or amendment of the insurance contract due to fundamental changes in the circumstances of the contract;
  - 5.3.5. in case the policyholder fails to inform the insurer about the increase in insurance risk or about the fundamental changes in the circumstances of the insurance contract, the insurer is entitled to demand termination of the contract and compensation of losses to the extent that exceeds the premiums received; the cases of the increase in insurance risk are defined in the conditions of insurance type, additional conditions and other documents constituting insurance contract.
  - 5.3.6. to terminate the insurance contract in accordance with the procedure established by law and terms and conditions of insurance;
  - 5.3.7. to apply fee for issuing a duplicate of the insurance policy.
- 5.4. Responsibilities of the insurer:**
- 5.4.1. to pay insurance indemnity only after assuring that the insured event has actually occurred;
  - 5.4.2. to amend conditions of the insurance contract and to recalculate insurance premium if the insurance risk decreases due to fundamental changes in circumstances during the period of the contract;
  - 5.4.3. if the insurance contract is terminated, to refund the insurance premium paid for the remaining period of the insurance contract, except for the cases specified in the terms and conditions of insurance when unused part of the premium is not refunded.
- 5.5. Additional rights and responsibilities of the parties may be specified in the conditions of insurance type, additional conditions and in the insurance contract.

## 6. The procedure of paying insurance indemnity

- 6.1. Insurance indemnities for insured events shall be paid within the limits of insurance cover as agreed upon in the conditions of insurance type.
- 6.2. The insurance cover shall apply for all insured events occurred within the period of insurance contract. If the insurance contract provides for the application of insurance cover to the insured events that have occurred before the insurance contract has come into effect, such condition shall apply if the parties of the insurance contract were not aware, were not obliged to be aware and could not be aware of the insured event that occurred before the insurance contract came into effect.





- 6.3. The policyholder, the insured and (or) the injured third party must provide the insurer with all the documents and information on the causes and consequences of the event that may be recognized as insured event necessary to assess the amount of insurance indemnity, as well as all the documents and information confirming certainty of the insured event, persons liable and extent of damage.
- 6.4. The terms of paying insurance indemnity:
  - 6.4.1. insurance indemnity shall be paid within 30 days from the day when the insurer receives all the documented information relevant and essential to assess the fact of the event, its circumstances, consequences and to calculate the amount of insurance indemnity;
  - 6.4.2. if, as a result of the event that may be recognized as insured event, the policyholder, the insured or the beneficiary is sued in civil action, criminal proceedings are instituted, legal proceedings are initiated against him or her, a pre-trial or other mandatory investigation by a state institution is carried out, the insurer is entitled to defer the payment of insurance indemnity until the end of pre-trial investigation or until the end of other mandatory investigation by a state institution and (or) until the court decision comes into effect or until the suspension or termination of the case;
  - 6.4.3. if the insurance indemnity is not paid, the insurer shall inform the policyholder (the beneficiary or the injured third party) in written about the progress of the investigation of the insured event every 30 days from the day when the notification about the insured event was received, except for the cases when documents or information are missing only from the policyholder (the beneficiary or the injured third party) and the policyholder (the beneficiary or the injured third party) is already informed about the documents or information that must be provided for the investigation of the insured event;
  - 6.4.4. if the event is recognized as insured event, but the policyholder and the insurer do not agree on the amount of the insurance indemnity, and the assessment of the exact extent of damage continues for more than 3 months, upon the request of the policyholder, the insurer must pay the amount equal to the undisputed insurance indemnity.
- 6.5. The insurance indemnity shall be paid by bank transfer to the current account.
- 6.6. If the insured is a minor, the insurance indemnity shall be paid:
  - 6.6.1. to his personal bank account, if the minor has it and its number is provided to the insurer;
  - 6.6.2. if the minor is under fourteen years old and 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;
  - 6.6.3. if the minor is between fourteen and eighteen years old and 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 the written agreement of the minor.
- 6.7. When paying the insurance indemnity to the policyholders who are entitled to claim for a tax refund in accordance with the procedure determined by law in order to restore the object of insurance to the previous condition, the insurer shall reduce the insurance indemnity by the amount corresponding to the possible tax refund. In such case, when calculating insurance indemnity, the amount of tax is deducted first and then the deductible.
- 6.8. The exemption from paying insurance indemnity:
  - 6.8.1. the insurer shall be exempt from paying the insurance indemnity if the insured event occurred due to the intention of the policyholder, the insured or the beneficiary, except for the cases specified by legal acts;
  - 6.8.2. the insurance indemnity shall not be paid if the claim for payment is based on fraud, i.e. if the policyholder, the persons related to him, the insured or the beneficiary have tried to mislead the insurer by falsifying the facts, providing incorrect data, unlawfully increasing the amount of loss;
  - 6.8.3. legal acts may provide for additional cases for exemption from paying insurance indemnity.
- 6.9. The insurer is entitled to reduce the insurance indemnity or to refuse to pay it if the policyholder, the insured and the beneficiary, or anyone of them:
  - 6.9.1. do not inform the insurer properly, provide incorrect or incomplete information on the insured event;
  - 6.9.2. do not take measures to prevent occurrence of damage or to reduce its extent;
  - 6.9.3. do not comply with the terms and conditions of the insurance contract or with the reasonable requirements of the insurer related to the reduction of insurance risk;
  - 6.9.4. do not provide the insurer with an opportunity to properly assess the amount and (or) causes of losses;
  - 6.9.5. do not take measures to enable the recovery of compensation for the damage from the person who has caused it, or act in a way that impedes the insurer to exercise the right of this claim (subrogation);



- 6.10. If, upon occurrence of the insured event, the policyholder fails to provide information on fundamental circumstances due to negligence, the insurer must pay a part of the insurance indemnity that would be paid to the policyholder under proper performance of his obligations in proportion to the ratio between the agreed insurance premium and the insurance premium that would have been calculated knowing the missing information.
- 6.11. Deduction of insurance premium:
- 6.11.1. the insurer is entitled (but is not obliged) to deduct from the insurance indemnity an unpaid insurance premium corresponding to any insurance contract concluded if the term of the payment has passed; also, other amounts that have not been paid on time; if no deduction is made, the policyholder remains obliged to pay the determined insurance premiums and other arrears;
- 6.11.2. if the insurance contract terminates upon the payment of the insurance indemnity, all the unpaid insurance premiums corresponding to this insurance contract shall be deducted from the insurance indemnity.
- 6.12. If the same object is insured under several insurance contracts with different insurers (double insurance) and the sum insured exceed the insurance value, the insurance indemnity shall be paid in proportion to ratio of the sums insured under all insurance contracts.
- 6.13. If, after paying the insurance indemnity or part thereof, it turns out that according to the conditions established in the insurance contract the indemnity should not have been paid or should have been lower, upon the written request by the insurer, the policyholder must refund him the insurance indemnity or the amount overpaid within 30 calendar days, except for the cases determined by law. The same obligation applies to the insured or the beneficiary.
- 6.14. The insurer shall not provide insurance cover and shall not pay insurance indemnity if the provision of insurance cover and payment of insurance indemnity is subject to United Nations, European Union or other international trade, economic or other sanctions, prohibitions, restrictions and other laws and regulations applicable to the insurer.

## 7. Termination of the insurance contract

- 7.1. The period of the insurance contract terminates at 24:00 (Lithuania time) of the day indicated in the insurance contract (policy) unless different time is indicated in the insurance contract (policy). Towards the expiration of the insurance contract, within reasonable time limit, the insurer is entitled to remind the policyholder about the expiration of the insurance contract and to propose to prolong the insurance cover by sending an insurance proposal of the same insurance type for a new period. The insurance proposal shall specify the sums insured, premiums and other conditions applicable. It should also specify how the policyholder can express his will in regard to accepting the proposal. The policyholder who does not wish to receive the reminder about the expiring insurance contract may submit his refusal to the insurer by phone 1626.
- 7.2. **The insurance contract shall terminate prior to the expiration date:**
- 7.2.1. if the probability of the insured event or the insurance risk has disappeared due to reasons unrelated to the insured event;
- 7.2.2. if the insurer pays all indemnities corresponding to the sum insured for the entire period of insurance contract as determined by the insurance contract;
- 7.2.3. if the object of insurance is completely destroyed (as specified in the conditions of insurance type);
- 7.2.4. if the policyholder (legal entity) is liquidated and there is no successor of his rights and responsibilities;
- 7.2.5. if the owner of the insured property changes, unless the parties of the insurance contract and the new property owner agree otherwise in writing or when the policyholder becomes the new owner himself (e.g. the policyholder redeems the property by 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;
- 7.2.6. if the policyholder does not pay insurance premium or the instalment thereof after the notification from the insurer (clause 4.6 of these General Insurance Conditions);
- 7.2.7. if there are other grounds for termination of the contract or the obligations determined by law or the insurance contract.



- 7.3. Termination or withdrawal of the insurance contract at the initiative of the policyholder:**
- 7.3.1. the policyholder is entitled to terminate the insurance contract for any reason by notifying the insurer in written at least 15 days prior to the desired date of termination;
  - 7.3.2. the policyholder who is a natural person and has concluded insurance contract for purposes that are not related to business, trade, craft, or profession remotely, only by the means of communication (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 for:
    - 7.3.2.1. insurance contracts with the period thereof shorter than one month;
    - 7.3.2.2. insurance contracts that, upon the request of the client, have been exercised completely by both parties (i.e. the insurer has provided the insurance cover and the policyholder has paid the insurance premium) before the end of the 14 days term from the date of the conclusion of the insurance contract;
  - 7.3.3. the policyholder is entitled to terminate the insurance contract in other cases and in accordance with the procedure determined by other legal acts, or by the insurance contract.
- 7.4. Termination of the insurance contract at the initiative of the insurer:**
- 7.4.1. if, after concluding the insurance contract, it turns out that the policyholder or the insured has provided the insurer or his representative with the knowingly false information on fundamental circumstances, the insurer is entitled to declare the insurance contract invalid, unless the circumstances concealed disappeared before the occurrence of the insured event or did not affect it;
  - 7.4.2. if the policyholder or the insured have failed to provide information on fundamental circumstances due to negligence, within two months after the revelation of such circumstances the insurer is entitled to propose to the policyholder to amend the insurance contract. If the policyholder refuses to amend the contract or does not respond to the proposal of the insurer within one month, the insurer is entitled to demand termination of the insurance contract;
  - 7.4.3. if the insurer knowing the circumstances, about which the policyholder failed to inform due to negligence, would not have concluded the insurance contract, the insurer is entitled to terminate the insurance contract within two months from the revelation of the fact that the policyholder has failed to provide necessary information due to negligence;
  - 7.4.4. the terms and conditions of insurance type may provide for additional cases when the insurance contract may be terminated at the initiative of the insurer or may expire.

## 8. Settlement procedure upon termination of the insurance contract

- 8.1. If the insurance contract is terminated or expires before the end of its period, the insurer is entitled to the part of the premium for the term of validity of the insurance contract.
- 8.2. If the insurance contract expires or is terminated in accordance with clauses 7.3.2-7.3.3, 7.5.1 of these General Insurance Conditions, the remained part of insurance premium is not refunded to the policyholder.
- 8.3. If the insurance contract expires or is terminated at the initiative of the policyholder or in accordance with clauses 7.3.4-7.3.7, 5.1.2 or 8.4.2 of these General Insurance Conditions, the insurer shall deduct from the refundable part of the premium the expenses of conclusion and exercise of the contract (20% of the premium for the unused part of insurance period no longer than one year but not less than 14 EUR); if it is impossible to deduct the expenses of conclusion and exercise of the contract from the part of the premium paid by the policyholder (the amount paid is insufficient), such expenses shall be covered 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 expiration of the insurance contract.
- 8.4. In case the policyholder withdraws from the insurance contract concluded by means of communication (clause 7.3.2 of these General Insurance Conditions) within 14 days from the conclusion of the insurance contract:
  - 8.4.1. if the insurance cover has not been provided, the full paid insurance premium shall be refunded without deducting administrative costs;
  - 8.4.2. if the insurance cover has been provided, the unused premium is refunded after deducting the part of the premium that corresponds to the period when the insurance cover was valid.
- 8.5. If the policyholder had not paid all the insurance premiums agreed before the termination or expiration of the insurance contract, upon the termination or expiration of the insurance contract he must pay the part of insurance premium corresponding to the insurance cover provided until the termination or expiration of the insurance contract.



- 8.6. The refundable insurance premium or the part thereof shall be transferred to the current account indicated by the policyholder within 14 working days from the receipt of written request by the policyholder but not before the termination or expiration of the insurance contract.

## **9. Terms and conditions for the insurance contract longer than one year**

- 9.1. If the period of the insurance contract is longer than one year, at the end of each current insurance year, the insurer is entitled to:
- 9.1.1. determine different sums insured, insurance premiums and deductible for the next year (e.g. in order to avoid incomplete insurance, due to inflation, amendments of law or reinsurance conditions, loss history, etc.);
  - 9.1.2. apply new edition of insurance terms and conditions for the next year.
- 9.2. The new terms and conditions of the insurance contract shall come into effect from the beginning of the next insurance year only if both of the following conditions are met:
- 9.2.1. the insurer has submitted to the policyholder (and, if applicable, to the beneficiary) the written proposal for the amendment of the terms and conditions of the insurance not later than 1 month before the end of the current insurance year, and
  - 9.2.2. the policyholder and (or) the beneficiary have not notified the insurer in written about the disagreement to the amendment of the terms and conditions of the insurance before the end of the current insurance year.
- 9.3. If the policyholder and (or) the beneficiary disagree with the amendments of the terms and conditions of the insurance proposed by the insurer and notify the insurer about this in written before the end of the current insurance year, the insurance contract shall terminate at the end of the current insurance year and all the insurance premium paid for the remaining period of the insurance contract shall be refunded to the policyholder without deducting the expenses of the conclusion and exercise of the insurance contract.
- 9.4. If the insurer does not submit the proposal to amend the terms and conditions of the insurance, the insurance contract remains valid for the next year under the same terms and conditions and the same premium must be paid at the same terms as the previous year.

## **10. The responsibility of data protection**

- 10.1. The insurer shall protect the information received about the policyholder, the insured or the beneficiary and shall not disclose it to third persons, except for the cases specified by legal acts.
- 10.2. Information about the policyholder, the insured and the beneficiary may be revealed:
- 10.2.1. to courts, law enforcement, supervisory, dispute resolution and other institutions in cases specified by law;
  - 10.2.2. to reinsurers and to the companies of the insurer's shareholder group;
  - 10.2.3. to the experts, representatives, consultants and other entities hired by the insurer and providing services to the insurer;
  - 10.2.4. upon receipt of a written request or approval by the policyholder, to the insured or the beneficiary;
  - 10.2.5. in other cases specified by legal acts.

## **11. Transfer of rights and responsibilities determined by the insurance contract**

- 11.1. The insurer is entitled to transfer the rights and responsibilities arising from the insurance contract to other insurers in accordance with the procedure determined by law. The insurer must notify about the intention to transfer the rights and responsibilities arising from the insurance contract in accordance with the procedure determined by law.
- 11.2. The policyholder is not entitled to transfer his rights and responsibilities arising from the insurance contract without written approval of the insurer.



## 12. Procedure for resolving disputes between the policyholder and the insurer

- 12.1. Complaints regarding the activities of the insurer or the distributor of insurance products can be submitted to ADB Gjensidige by e-mail [info@gjensidige.lt](mailto:info@gjensidige.lt) or by post to the insurer's registered office address Žalgirio 90, Vilnius.
- 12.2. Detailed information on the procedure for submitting complaints and resolving disputes, including complaints regarding the activities of the distributor of insurance products, is published on the insurer's website [www.gjensidige.lt](http://www.gjensidige.lt).
- 12.3. Disputes arising from the insurance contract shall be resolved by negotiations. If the parties do not reach an agreement, the dispute shall be resolved out of court at the Bank of Lithuania, Totorių 4, LT-01103 Vilnius (for more information visit [www.lb.lt](http://www.lb.lt)) or in the competent court of the Republic of Lithuania.
- 12.4. Insurance contracts are subject to the law of the Republic of Lithuania, unless the parties have agreed otherwise in the insurance contract (individual insurance contract or insurance policy).

## 13. Procedure for providing information to the other party of the contract

- 13.1. Any notification that must be submitted by one party of the insurance contract (as well as by the insured and the beneficiary) to the other party must be submitted in written.
- 13.2. Notifications sent to the other party by ordinary mail, by e-mail or by courier to the addresses specified in the insurance contract or submitted on the insurer's self-service website shall be deemed to be presented properly.
- 13.3. It shall be considered that the proper day of presenting the notifications is:
  - 13.3.1. the next working day after sending the notification by e-mail;
  - 13.3.2. if the notification is sent by post:
    - a) the notification sent by ordinary mail shall be considered as submitted after a reasonable time from the day it has been sent;
    - b) the date of the receipt of the notification sent by registered mail is indicated on the official stamp of the post office;
    - c) the date of the receipt of the notification sent by courier is considered to be the day of its delivery to the addressee;
  - 13.3.3. the next working day after submitting the notification on the self-service website of the insurer;
- 13.4. The parties of the insurance contract must inform each other about the changed address or other contact details within 15 days from the day such data has changed. The policyholder may provide the insurer with the information about the changed contact details by telephone (1626), on the self-service website of the insurer, or by other means specified in clause 13.3 of these General Insurance Conditions.

## 14. Protection of personal data

- 14.1. The insurer in performance of the contract acts as a controller of the data and processes personal data in accordance with 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.
- 14.2. The insurer shall process personal data only for predefined purposes in order to be able to conclude and exercise insurance contract and to exercise 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 insured events, as well as operations of insurance premiums and insurance indemnities (including invoicing and debt recovery), to contact the policyholder in regard to the exercise of the contract or to remind about the ending insurance contract.



- 14.3. The insurer in compliance with 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 shall process personal data of the beneficiaries, the insured, the payers and other persons involved in the exercise of the insurance contract.
- 14.4. As a controller of the data, the insurer is entitled to use services of data administrators that process personal data on behalf of the insurer.
- 14.5. The insurer shall process personal data only when: it is necessary for the conclusion of the insurance contract and/or for the exercise of the 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.
- 14.6. Persons whose personal data is processed by the insurer (hereinafter referred to as the 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 delete 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.
- 14.7. The insurer shall review the request of the data entity and give a response within one month from the receipt of the request. This period may be prolonged by two more months taking into consideration the complexity and number of requests.
- 14.8. The Insurer has appointed a data protection officer, whose contact e-mail address is [dpo@gjensidige.lt](mailto:dpo@gjensidige.lt).
- 14.9. Detailed information on how the insurer processes personal data and on procedure for the exercise of the rights of the data entities is provided in the Principles of Personal Data Processing on Insurer's website [www.gjensidige.lt](http://www.gjensidige.lt).

