## Gjensidige





# Personal insurance terms and conditions No. 009

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# Personal insurance terms and conditions (Insurance type terms and conditions)

#### **APPROVED BY:**

Resolution No. of the Board of ADB Gjensidige dated 19-12-2024 The Terms and Conditions are effective from 25-02-2024

#### Terms used

- 1. To ensure that you clearly understand the insurance terms and conditions, below we have provided the definitions (explanations) of the terms used.
  - 1.1. **We** or the **Insurer** means ADB Gjensidige.
  - 1.2. You or the Policyholder means the person who concluded an insurance contract.
  - 1.3. Insured Person means the natural person specified in the insurance contract; upon the occurrence of an insured event affecting the Insured Person, We will pay an insurance indemnity. If You, as a legal person, insure Your employees according to a list of job positions, we will recognise as Insured Persons the persons holding the job positions included on the list during the term of the insurance contract.
  - 1.4. **Bodily injury (trauma)** means damage to the Insured Person's tissue integrity that occurs at a specific time and at a specific place due to a sudden physical, chemical, or thermal environmental effect which impairs normal bodily functions.
  - 1.5. **Accident** means a sudden and unexpected event that occurs at a specific time and at a specific place due to external exposure beyond the Insured Person's control and which causes the Insured Person's bodily injury (trauma), health impairment or death due to bodily injury (trauma).
  - 1.6. Occupational accident means a sudden and unexpected event related to the Insured Person's work that occurs at a specific time and at a specific place due to external exposure beyond the Insured Person's control, which causes the Insured Person bodily injury (trauma), a health disorder or death due to bodily injury (trauma), and which, according to the Republic of Lithuania legislation regulating investigation of occupational accidents and accident on the way to/from work, is investigated and qualified as an occupational accident.
  - 1.7. Accident on the way to/from work means a sudden and unexpected event related to the Insured Person's travel to/from work that occurs at a specific time and at a specific place due to external exposure and which does not depend on the Insured Person's will, which causes the Insured Person to suffer bodily injury (trauma), a health disorder or death due to bodily injury (trauma), and which, according to the the Republic of Lithuania legislation regulating investigation of accidents at work and on the way to/from work, is investigated and qualified as an accident on the way to/from work.
  - 1.8. Renewed contract means an insurance contract that becomes effective on the day following the expiry date of the previous insurance contract concluded with Our company. The concept of a renewed contract shall only apply to the same Insured Person and the same insurance options that were included in the preceding insurance contract. The terms and conditions of a renewed contract shall not apply to any additionally included Insured Persons, or newly introduced insurance options, or adjusted sums insured.
  - 1.9. **Outpatient treatment** means a form of treatment whereby health care services prescribed by qualified medical specialists for the treatment of the Insured Person that are provided at a health care institution for up to 24 hours and without admitting the patient at the health care institution (hospital).
  - 1.10. **Inpatient treatment (hospitalisation)** means uninterrupted treatment of the Insured Person at an inpatient health care institution (hospital) for longer than 24 hours. The first day (admittance) and the last day (discharge) at the inpatient treatment institution shall be counted (treated) as one day (bed day).
  - 1.11. **Non-traditional (alternative) medicine** means the diagnosis, treatment or prevention of health disorders using non-traditional medicine methods not approved or regulated in the Republic of Lithuania: acupuncture, ozone therapy, medicinal leech therapy, bioresonance diagnostics,



- phytotherapy, colonic hydrotherapy, osteopathy, homeopathy, reflexology, aromatherapy, endobiogeny, detoxication, etc.
- 1.12. **Chronic disease** means a disease or medical condition that lasts for more than 3 (three) months and is not ultimately cured.
- 1.13. **Amputation** means the loss of an organ or body part (e.g. limb), soft tissues and bone. Loss of soft tissues only shall qualify as a skin defect.
- 1.14. **Surgery for bone fractures or dislocations** means a surgical procedure whereby bone parts are secured (with surgical rods or wire, plate, external fixation apparatus). Closed bone and joint restoration shall not qualify as surgery.

## Insurance contract conclusion procedure

An insurance contract of appropriate quality must be comprehensive and clear. Please provide Us with detailed information about the persons to be insured and all available information about circumstances that may have a material effect on the evaluation of insurance risks and possible loss amount.

## 2. To have an insurance contract concluded and risk assessed, please provide the following information about the insured persons:

- 2.1. information on the person to be insured, including special personal data about health. You may only provide these data to Us subject to this person's consent;
- 2.2. professional activity; work at heights or underground;
- 2.3. whether the person practices sport or takes part in sporting competitions;
- 2.4. his/her leisure activities (hobbies);
- 2.5. whether the person intends to take up a life-threatening leisure activity (winter sports outside Lithuania (e.g. mountain skiing, snowboarding, sledging, skating), scuba diving, driving and/or being a passenger in all types of motorcycles, segways, motor vehicles, motor sports, kiteboarding, sailing, windsurfing, water skiing, rafting, horse riding, aviation sports (e.g. parachute jumping, gliding, paragliding, recreational aircraft or air balloon piloting, etc.), extreme cycling (e.g. MTB, BMX), performing manoeuvres and/or tricks with a skateboard, freestyle scooter or roller skates, combat sports (e.g. boxing, wrestling, etc.), climbing, mountaineering, bungee jumping, acrobatics with or without equipment, speleology (the exploration of caves), participation in trips or expeditions to locations with extreme climatic conditions (e.g. polar zones, deserts, jungles, open sea, except cruise ship trips) and other extreme sports);
- 2.6. any previous traumas (5 years before the conclusion of the insurance contract), current diseases, health disorders, and mental diseases;
- 2.7. whether lost participation/disability of the person was established, or the person requires long-term care or was recognised as incapable by a court;
- 2.8. whether the person takes strong medicines prescribed/not prescribed by a doctor, or has a dependency on particular substances;
- 2.9. whether the person must complete (is completing) compulsory military service;
- 2.10. whether the person must serve (is serving) punishment in prison;
- 2.11. whether the person is covered under any other accident insurance contracts. Where the person is covered under other contracts: specify the sums insured and the insurance company.
- 3. Prior to concluding a contract, We are entitled to request that You fill out a questionnaire and/or provide the medical records of the person You would like to insure. We are also entitled to request the Insured Person's consent to access the Insured Person's personal data and medical records about the Insured Person's health condition.
- 4. The material circumstances that You must notify Us of include the circumstances listed in the insurance contract terms and conditions (including the insurance policy and annexes thereto), in the written questionnaire of the Insured Person, and the information listed in paragraph 2 of these Terms and Conditions. Where any of these material circumstances change during the term of the insurance contract, You must notify Us in writing immediately, but in any case within 5 (five) working days of becoming aware of such changes, unless otherwise provided by the insurance policy.

#### 5. We can conclude an insurance contract in one of the following manners:

 by signing the insurance contract whereby Your and Our free will is confirmed by the signatures of the responsible persons; - We sign the insurance contract, and You express Your free will by paying the insurance premium or the first instalment thereof as specified in the insurance contract within the time limits specified in the insurance policy. By paying the insurance premium or the first instalment thereof, You confirm that You have read the insurance contract terms and conditions, conclude the insurance contract in accordance with these Terms and Conditions, and have received a copy of these Terms and Conditions.

## Appointment of a beneficiary

- 6. You are entitled to appoint one or several beneficiaries (except in the instance referred to in paragraph 7 of the Terms and Conditions), who, upon the occurrence of an insured event, shall acquire the right to receive an insurance indemnity or a portion thereof. Where a beneficiary to be appointed is not the Insured Person, the Insured Person's written consent must be provided at the time of the conclusion of the insurance contract. Where the Insured Person has not appointed a beneficiary in writing, the insurance indemnity shall be paid to the Insured Person or his/her legal heirs.
- 7. Where the Insured Person is under 18 years of age, only the Insured Person may be appointed as a beneficiary.
- 8. The Insured Person's consent to the appointment of a beneficiary shall only be valid during the term of the respective insurance contract. During the term of the insurance contract, You (as instructed by the Insured Person in writing) or the Insured Person may revoke the appointed beneficiaries or appoint new beneficiaries. Such revocation or replacement shall not be valid if an insurance indemnity has been paid out.

## Your duty to inform the insured person and the beneficiary

- 9. You must properly inform the Insured Person, the parents or guardians of the underage Insured Person, and the beneficiary about the concluded insurance contract and the responsibilities of these persons, ensure they have read these insurance terms and conditions and the terms and conditions of the concluded insurance contract.
- 10. In the process of exercising Our rights under this insurance contract, We shall be entitled to rely on the fact that You have not fulfilled the duty provided for in paragraph 9.
- 11. We shall be entitled to request that the Insured Person or the beneficiary perform the insurance contract, if You have failed to perform the contract and the Insured Person or the beneficiary present a request for an insurance indemnity to Us.

## Validity of insurance cover

- 12. The scope of the insurance cover shall be as specified in the insurance policy. Where the insurance policy contains any terms and conditions that are inconsistent with these insurance Terms and Conditions, the terms and conditions contained in the insurance policy shall prevail.

  You may select one of the following insurance cover validity options:
  - 12.1. A. Around the clock. In this case, the insurance cover shall apply during everyday activities, working time, and free time, e.g. sessions in the gym, water parks, amusement parks, yoga, dancing, swimming, snorkelling, cycling other than in the mountains, winter sports in Lithuania, surfing or SUP boarding in inland waterways, balloon flights, plane flights as a passenger, motor scootering, scootering, skateboarding and roller skating. The insurance cover shall also apply during sports classes at school (except sports schools) and events organised by them. In this case, the insurance cover shall not apply during organised sports competitions, training classes and participation in increased risk leisure activities as listed in paragraph 12.3.
  - 12.2. B. At work, on the way to/from work.
  - 12.3. C. Life-threatening activities/sports. In this case, the insurance cover shall apply to:
    - 12.3.1. C1. Life-threatening leisure activity (other than during competitions or training), e.g. driving and/ or being a passenger in all types of motorcycles (including when a motorcycle is used as a means of transport), segways, winter sports outside Lithuania (e.g. mountain skiing, snowboarding, sledging, skating), scuba diving (except snorkelling), car and motor sports, kiteboarding, sailing, windsurfing, water skiing, rafting, horse riding, aviation sports (e.g. parachute jumping, gliding, paragliding, recreational aircraft or air balloon piloting, etc.), extreme cycling (e.g. MTB, BMX), performing manoeuvres and/or tricks with a skateboard, freestyle scooter or roller skates,

- all combat sports (e.g. boxing, wrestling, etc.), climbing, mountaineering, bungee jumping, acrobatics with or without equipment, speleology (the exploration of caves), participation in trips or expeditions to locations with extreme climatic conditions (e.g. polar zones, deserts, jungles, open sea, whereby the distance from the shore is more than 1 kilometre, except cruise ship trips), and other extreme sports.
- 12.3.2. **C2.** Sports for amateur athletes during sports competitions and training sessions, whereby the Insured Person participates in any type of sports activities, training sessions, competitions organised and held by sports schools, sports clubs, sports centres, sports camps, sports federations, associations or unions, other organisations that train athletes, organise competitions or other sports events, including C1. Increased risk leisure activities (paragraph 12.3.1);
- 12.3.3. **C3. Professional sports** whereby the Insured Person earns an income by participating in sports training sessions and competitions, including C1. Increased risk leisure activities (paragraph 12.3.1).
- 12.4. **G. Intoxication.** In this case, the insurance cover shall apply in cases of Death and Disability, Loss of Work due to Disability, and Personal Civil Liability even in cases where the Insured Person, at the time of the accident, was intoxicated with alcohol, narcotic or other psychotropic substances, and consumed alcohol, narcotic, other psychotropic substances, or strong medicines without a doctor's prescription immediately prior to the event, during the event or immediately after the event.
- 12.5. We may agree on special insurance cover and specify this in the insurance policy.

#### 13. WHAT WE INSURE (insurance object and insurance risks)

- 13.1. **Insurance object** means property interests related to the Insured Person's bodily injury, health disorders and/or death due to accidents.
- 13.2. Information of the insurance risks that may be covered under Personal Insurance:

Death due to an accident (paragraph 17)
Death due to a critical disease or planned surgery (paragraph 18)

Loss of working capacity (paragraph 20) Loss of work due to disability (paragraph 21)

Disability (serious injuries) (paragraph 23) Bone and joint injuries (paragraph 24) Internal organ and soft tissue injuries (paragraph 25) Injuries plus (paragraph 27)

Outpatient treatment (paragraph 29) Inpatient treatment (paragraph 30) Daily allowance (paragraph 31)

Assistance in case of death and disability (paragraph 32) Assistance in case of injuries (paragraph 33)

Infectious diseases (paragraph 34) Serious diseases (paragraph 35)

Event cancellation (paragraph 36) Financial losses (paragraph 37)

Personal civil liability (paragraph 38)

13.3. The insurance cover shall only apply to the insurance risks that you select and that are listed in the insurance policy.

#### 14. WHERE THE INSURANCE CONTRACT APPLIES (cover territory)

14.1. The insurance contract shall be valid globally (unless otherwise provided by the insurance policy), except the Personal Civil Liability risk (paragraph 38), which shall be covered in Lithuania only.



- 14.2. Insurance indemnities under Daily Allowance (paragraph 31), Loss of working capacity (paragraph 20), Loss of Work due to Disability (paragraph 21), Assistance in case of Injuries (paragraph 33), Assistance in case of Death or Disability (paragraph 32), Outpatient Treatment (paragraph 29), and Inpatient Treatment (paragraph 30) insurance risks shall only be paid based on documents issued in Lithuania.
- 14.3. In the case of the Event Cancellation risk (paragraph 36), the insurance cover shall only apply to events held in Lithuania.
- 15. **GENERAL NON-INSURED EVENTS** (the non-insured events listed below apply to all insurance risks) We would like to remind You that We do not pay an insurance indemnity in all instances. To ensure that the insurance meets Your expectations, We would like to inform You what qualifies as a non-insured event whereby an insurance indemnity is not paid.

General non-insured events that apply to all insurance risks:

- 15.1 Bodily injuries (traumas), health disorders due to a bodily injury (trauma) or death due to any diseases and/or disease-induced seizures (e.g. diabetes, epilepsy or other disease-induced seizures of the whole body) or medical procedures performed to treat them. Events relating to the treatment of development disorders, congenital disorders or abnormalities, sexually transmitted diseases, including diseases relating to HIV, or the treatment of mental health disorders. The provisions of this paragraph shall not apply to the Death due to a Critical Disease and Planned Surgery risk (paragraph 18).
- 15.2. For bodily injuries or health disorders caused during medical procedures (e.g. surgeries) (the provisions of this paragraph shall not apply to death due to planned surgery according to paragraph 18.2 and insurance indemnity calculation under Annex 2 "Table 2. Calculation of insurance indemnities for internal organ and soft tissue injuries," Article 54, of these Terms and Condition).
- 15.3. If the direct cause of death of the Insured Person is poisoning with alcohol, narcotic or other psychotropic substances, or medicines.
- 15.4. Where an event occurs due to the Policyholder's intent or due to the intent of any persons related to the Policyholder, of the Insured Person or the beneficiary, unless the intentional actions or inaction are socially valuable (defence of necessity, performance of a civil duty, etc.). Non-insured events shall also include any event that occurs when the Insured Person was engaging in an activity in which a court found signs of deliberate crime or any events that occur when the Insured Person was in prison.
- 15.5. The suicide of the Insured Person or a bodily injury (trauma) relating to the deliberate self-harm of and/or suicide attempt by the Insured Person.
- 15.6. Where an event occurs with the Insured Person participating in any sports competition or training sessions, unless otherwise provided by the insurance contract. The provisions of this paragraph shall not apply to individual sports activities which are not organised by a sports organisation and/ or are only a leisure activity of the Insured Person. The provision of this paragraph shall not apply to children under 10 years of age (inclusive), or if the insurance cover option C. Life-threatening activity/sports (paragraph 12.3) is selected in the insurance contract.
- 15.7. Where an event occurs with the Insured Person engaging in an increased risk leisure activity (as defined in paragraph 12.3.1). Regardless of whether this is an individual session or a leisure and/ or any other activity or organised sessions, training sessions, competitions. The provision of this paragraph shall not apply to children under 10 years of age (inclusive), or if the insurance cover option C. Life-threatening activity/sports (paragraph 12.3) is selected in the insurance contract.
- 15.8. An event whereby the Insured Person, while intoxicated with alcohol, narcotic, or toxic substances, was driving any type of vehicle (including a non-motor vehicle, e.g. bicycle, scooter), or allowed a person who was intoxicated with alcohol, narcotic, or toxic substances to drive. The provision of this paragraph shall not apply if the blood alcohol content does not exceed the rate allowed by the Republic of Lithuania Law on Traffic Safety or other legislation and it is confirmed by alcohol meter readings or medical records.
- 15.9. An event whereby the Insured Person was driving any self-propelled vehicle or self-propelled mechanism with an internal combustion engine or electric engine without a valid driving licence of a relevant driving category, or allowed a person to drive who did not have a valid driving licence of a relevant driving category.
- 15.10. Injury of a functional unit of an organ system, if before the bodily injury (trauma) this area was damaged by a disease or trauma that occurred within a one-year period, except for instances of multiple traumas (polytrauma).
- 15.11. Events relating to the treatment of bodily injuries (traumas), health disorders resulting from a bodily injury (trauma) and their consequences that was required, and the Insured Person, upon



- receipt of the Insurer's medical expert conclusions, unreasonably delayed applying to a health care institution and, consequently, the required medical aid was not provided in due time.
- 15.12. Events whose existence/occurrence during the insurance period are not verified by medical records and/or diagnostic tests.
- 15.13. Events related to the treatment of infertility, artificial insemination, termination of pregnancy and the treatment of relevant consequences, childbirth and treatment of related complications, and any treatment not prescribed by a doctor and/or recognised by official medicine.
- 15.14. Events relating to cosmetic surgeries, prothesis, and treatment of their complications.
- 15.15. The Insured Person failed to notify Us about the insured event (paragraphs 42 and 43 of these Terms and Conditions).
- 15.16. If the insurance contract is concluded after an event that may be recognised as an insured event and/or after an insured event.
- 15.17. The bodily injury or medical condition is not included in the insurance indemnity calculation tables.
- 15.18. If the insured event was caused by an act of war, mass unrest (strikes, acts of terrorism, etc.), radioactive exposure, radiation or other effects of nuclear energy, global catastrophes or natural disasters.

The insurance policy may provide for additional non-insured/insured events.

#### 16. SUM INSURED

- 16.1. Sums insured for each Insured Person shall be set as agreed by You and Us and specified in the insurance policy.
- 16.2. During the term of the insurance contract, you may present a written request to have the sum insured adjusted. In this case, the valid contract shall be terminated, and a new insurance contract shall be concluded and the insurance premium shall be adjusted.
- 16.3. Sums insured shall not be restored. During the term of the insurance contract, insurance indemnities under the respective insurance risk may not exceed the sum insured provided for in the insurance contract, regardless of the number of insured events. This means that the amount of insurance indemnities shall be limited, i.e. it may not exceed one hundred per cent of the sum insured applicable to the selected insurance risk during the term of the insurance contract.

### Insurance risks and conditions

#### **DEATH**

17. **DEATH DUE TO AN ACCIDENT** means the Insured Person's death due to a bodily injury (trauma) during an accident resulting in the death/loss of life of the Insured Person within one year of the date of the accident.

#### 18. DEATH DUE TO A CRITICAL DISEASE OR PLANNED SURGERY:

- 18.1. The sudden death of the Insured Person that occurs during the term of the contract due to a disease included on the list of insured diseases provided in paragraph 18.3, if the disease was first diagnosed for the Insured Person during the term of the insurance contract (this provision shall not apply where the insurance cover for the Death due to a Critical Disease insurance risk continues under a renewed contract).
- 18.2. The sudden death of the Insured Person during a planned surgery or within 24 hours of the surgery.
- 18.3. List of insured diseases and preconditions for receiving an insurance indemnity:

List of insured diseases	Preconditions	
Meningococcal infection	Sudden death due to an infection caused by meningococcus.	
Stroke	Sudden death due to an acute cerebrovascular disorder confirmed by computed tomography (CT) or magnetic resonance imaging (MRI). An insurance indemnity shall not be paid for brain injury incurred during an accident (traumatic haemorrhage/haematomas).	
Myocardial infarction	Sudden death due to irrecoverable damage to the heart muscle.	
Aortic rupture	Sudden and unexpected death due to an aortic rupture.  Aortic rupture must be confirmed by an autopsy or radiological tests.	



List of insured diseases	Preconditions
Ebola virus	Sudden death due to an infection caused by Ebola virus.  Laboratory tests must exclude any organ impairment caused by other viruses that could have caused death.
COVID	COVID is the main cause of death as confirmed by laboratory testing and/or autopsy.
Influenza	Influenza is the main cause of death as confirmed by laboratory testing and/or autopsy.
Tick-borne encephalitis	Sudden death due to tick-borne encephalitis virus, whereby tick-borne encephalitis is the main cause of death as confirmed by laboratory testing and/or autopsy.
Legionellosis	Legionellosis is the main cause of death as confirmed by laboratory testing and/or autopsy.
Malaria	Malaria is the main cause of death as confirmed by laboratory testing and/or autopsy.
Sudden infant death	Sudden and unexpected death of a healthy Insured Person from birth to 1 year of age as confirmed by an autopsy performed by pathologists or forensic doctors.
Death during a planned surgery or within 24 hours of the surgery	The surgery is the direct cause of death.  An insurance indemnity shall not be paid where death was caused by a chronic disease.

#### 19. Payment of an insurance indemnity under Death risks:

- 19.1. Where the insurance contract, subject to the Insured Person's written consent, provides for the appointment of a beneficiary in the case of the death of the Insured Person, the insurance indemnity shall be paid to the beneficiary.
- 19.2. Where a beneficiary has not been appointed, any insurance indemnities payable after the death of the Insured Person shall be paid to the heirs of the Insured Person. The insurance indemnity shall be paid to the Insured Person's heirs where the Insured Person and the beneficiary die on the same day or the beneficiary dies earlier than the Insured Person and a different beneficiary is not appointed (in this case, where several persons were appointed as beneficiaries, rather than to heirs, an insurance indemnity shall be paid to the remaining appointed living beneficiaries by proportionally increasing the portions of the insurance indemnity payable to them).
- 19.3. Where an insurance policy with an amendment of the recipient of an insurance indemnity (benefits) or a separate written request amending an earlier written appointment is provided after We have paid insurance indemnities, We shall not satisfy any claims presented by the persons who filed the amendments.
- 19.4. Insurance indemnity shall be paid to the Insured Person's heir subject to the presentation of a certificate of inheritance.
- 19.5. Where a court announces the Insured Person dead, an insurance indemnity shall be paid if the court judgment specifies that the Insured Person went missing under circumstances that threatened death or gave grounds to consider him/her dead due to a particular accident, and the estimated date of his/her death is within the insurance period.
- 19.6. Where the whereabouts of the Insured Person are recognised as unknown by a court, an insurance indemnity shall not be paid.
- 19.7. In the case of the death of the Insured Person as a result of an insured event, the payable insurance indemnity shall be equal to the respective Death risk sum insured specified in the insurance policy. Where in respect of the same event (injury or disease) due to which the Insured Person died any insurance indemnities have been paid under other insurance risks, the paid insurance indemnities shall be deducted from any insurance indemnity payable for the Insured Person's death, except the insurance indemnity under the Assistance in case of Death and Disability insurance risk (paragraph 32).
- 19.8. Where, at the time of renewal of an insurance contract, the sum insured of the Death due to a Critical Disease risk is increased, then, upon establishment of an insured event over the first four months of the term of the renewed insurance contract, an insurance indemnity shall be calculated on the sum insured of the Death due to a Critical Disease risk that was valid under the previous insurance contract.
- 19.9. An insurance indemnity shall not be paid if the Insured Person, prior to the event, during the event, or immediately after the event consumed alcohol, narcotic or other psychotropic or toxic substances or took strong medicines not prescribed by a doctor. The provision of this paragraph shall not apply in the presence of at least one of the following conditions:
  - the Insured Person was a passenger in a vehicle and suffered during a traffic accident, except the circumstances referred to in paragraph 15.8, or if the Insured Person's actions are the cause of the traffic accident;



- insurance cover option G. Intoxication (paragraph 12.4), except the circumstances referred to in paragraph 15.8, is selected in the insurance contract;
- if a blood alcohol content test is performed and it is established that the blood alcohol content does not exceed 0.40 promiles as confirmed by alcohol meter readings or medical records, except the circumstances referred to in paragraph 15.8.
- 20. LOSS OF WORKING CAPACITY means loss of ability established for the Insured Person in accordance with the procedure prescribed by the Republic of Lithuania legislation within one year of an accident that occurs during the term of the insurance contract due to the bodily injuries (traumas) listed in the tables of calculation of insurance indemnities for injuries (Disability (serious Injuries) paragraph 23.1, "Table 1. Calculation of insurance indemnities for bone and joint injuries" (Annex 1) or "Table 2. Calculation of insurance indemnities for internal organ and soft tissue injuries" (Annex 2).
  - 20.1. Upon the establishment of the respective level of ability of the Insured Person, an insurance indemnity calculated as a percentage of the sum insured of the Loss of Working Capacity risk shall be paid:

Established ability level Payable portion of the sum insured indicated in the insurance co	
45-55 %	50 %
30-40 %	65 %
0-25 %	100 %

- 20.2. The participation level must be established and approved by the Agency for the Protection of the Rights of Persons with Disabilities under the Ministry of Social Security and Labour of the Republic of Lithuania within one year of an accident that occurs during the term of the insurance contract. You must notify Us about the established ability level and provide supporting documents within three months of the determination of the respective ability level of the Insured Person.
- 20.3. Where the respective ability level is established for an unlimited term or for a term exceeding 2 years, a lump-sum insurance indemnity calculated as provided for in paragraph 20.1 shall be paid.
- 20.4. In cases where the established ability level is also affected by any other diseases or other health disorders not relating to a bodily injury (trauma), the insurance indemnity shall be reduced by 50 %.
- 20.5. Where the respective ability level is established for a limited term (not exceeding 2 years), an insurance indemnity shall be paid in the following portions:
  - 20.5.1. the first portion of the insurance indemnity shall equal to 20 % of the amount calculated according to paragraph 20.1;
  - 20.5.2. where, after the established term, the respective ability level is once again established for the Insured Person (the level of which may differ from the level established earlier), the portion of the insurance indemnity equal to the insurance indemnity amount for Loss of Working Capacity calculated under paragraph 20.1 for the newly established ability level shall be paid, from which the indemnity paid under paragraph 20.5.1 shall be deducted;
  - 20.5.3. where, after the established first term, the respective level is not established for the Insured Person whatsoever, the remaining portion of the insurance indemnity shall not be paid.
- 21. **LOSS OF WORK DUE TO DISABILITY** means dismissal of the Insured Person from work due to loss of ability after an accident and/or serious disease.
  - 21.1. Preconditions:
    - 21.1.1. an accident occurs or a serious disease is diagnosed during the term of the insurance contract and the event is recognised as an insured event under the Loss of Working Capacity (paragraph 20 of these Terms and Conditions), Disability (Serious Injuries) (paragraph 23 of these Terms and Conditions) or Serious Diseases (paragraph 35 of these Terms and Conditions) risks;
    - 21.1.2. within one year of an accident or serious disease, the Agency for the Protection of the Rights of Persons with Disabilities under the Ministry of Social Security and Labour of the Republic of Lithuania establishes for the Insured Person an ability level of 55 % or below due to an event that is recognised as an insured event under paragraph 20, 23 or 35 of these Terms and Conditions;
    - 21.1.3. the employment contract of the Insured Person is terminated in accordance with Article 60(1) (4) of the Labour Code of the Republic of Lithuania;
    - 21.1.4. the employment contract is terminated within 90 days of the establishment of the ability level.
  - 21.2. Upon the occurrence of an insured event, the total sum insured of the Loss of Work due to Disability insurance risk specified in the insurance policy shall be paid to the Insured Person.



- 21.3. We shall not provide insurance cover (non-insured events), if:
  - 21.3.1. the employment contract is terminated on any grounds other than the grounds listed in paragraph 21.1.3.
  - 21.3.2. an employment contract relating to a second job is terminated.

## 22. Payment of insurance indemnities under the Loss of Working Capacity (paragraph 20) and Loss of Work due to Disability (paragraph 21) risks:

- 22.1. An insurance indemnity shall be paid to the Insured Person, unless otherwise provided by the insurance contract.
- 22.2. Where the Insured Person dies before receiving an insurance indemnity that was payable to him/ her under either of these insurance risks, the insurance indemnity shall be paid to his/her legal heirs or the beneficiary that was appointed by the Insured Person for receiving the insurance indemnity in case of his/her death.
- 22.3. An insurance indemnity shall not be paid in the case of Loss of Working Capacity and Loss of Work due to Disability if the Insured Person prior to the event, during the event, or immediately after the event consumed alcohol, narcotic or other psychotropic or toxic substances or took strong medicines not prescribed by a doctor. The provision of this paragraph shall not apply in the presence of at least one of the following conditions:
  - the Insured Person was a passenger in a vehicle and suffered during a traffic accident, except the circumstances referred to in paragraph 15.8, or if the Insured Person's actions are the cause of the traffic accident;
  - insurance cover option G. Intoxication (paragraph 12.4), except the circumstances referred to in paragraph 15.8, is selected in the insurance contract;
  - if a blood alcohol content test is performed and it is established that the blood alcohol
    content does not exceed 0.40 promiles as confirmed by alcohol meter readings or medical
    records, except the circumstances referred to in paragraph 15.8.
- 23. **DISABILITY (SERIOUS INJURIES)** means bodily injuries or health disorders incurred during an accident and listed in the table of paragraph 23.1.
  - 23.1. Bodily injury (trauma) means damage to the integrity of body tissues at a specific time and at a specific place due to sudden and unexpected physical, chemical, thermal environmental effects that causes dysfunction and referred to in the below table of traumas:

Article	Consequences of an insured event due to an injury	Payable insurance indemnity (as a percentage of the sum insured)
1	Arm amputation from the shoulder joint	70 %
2	Arm amputation above the elbow joint	65 %
3	Arm amputation at the elbow joint or below	60 %
4	Hand amputation at the wrist joint	55 %
5	Complete thumb amputation	20 %
6	Index finger or thumb amputation at the distal phalanx or below	10 %
7	Any other finger amputation at the distal phalanx or below	5 %
8	Leg amputation above the middle thigh	70 %
9	Leg amputation up to the middle thigh	60 %
10	Leg amputation at the knee joint or below	50 %
11	Leg amputation up to the middle shin	45 %
12	Foot amputation at the tarsal joint	40 %
13	Complete amputation of the big toe	5 %
14	Any other toe amputation at the distal phalanx or below	2 %
15	Total loss of sight in both eyes	100 %
16	Total loss of sight in one eye	35 %
17	Total loss of hearing in both ears	60 %
18	Total loss of hearing in one ear	20 %
19	Paralysis of one limb due to an accident	30 %



Article	Consequences of an insured event due to an injury	Payable insurance indemnity (as a percentage of the sum insured)
20	Paralysis of one side of the body (hemiplegia), paralysis of the lower limbs (paraplegia)	60 %
21	Paralysis of the upper and lower limbs (tetraplegia)	100 %
22	Complete severance of any part of the spinal cord	100 %
23	Complete removal of the spleen	20 %
24	Removal of one kidney	30 %
25	Removal of both kidneys	100 %
26	Removal of part of the liver	30 %
27	Removal of part of the stomach	30 %
28	Full removal of the stomach	70 %
29	Partial removal of the small or large intestine	30 %
30	Complete removal of the small or large intestine	100 %
31	Removal of a breast	50 %
32	Removal of one or two lung lobes	20 %
33	Full removal of one lung	80 %
34	Partial removal of the tongue	10 %
35	Full removal of the tongue	90 %

- 23.2. An insurance indemnity shall be paid where irreversible loss of organ function is determined no earlier than 9 months and no later than 18 months from the day of the insured event. However, if the irreversible loss of organ function is obvious, the insurance indemnity shall be paid the expiry of the 9-month time limit.
- 23.3. If the insured event leads to the loss of an organ (organ function), part of which (part of the function) the Insured Person lost before the date of the insured event, the insurance indemnity shall be reduced by 50 %.
- 23.4. In the case of an insured event, the insurance indemnity shall be calculated as a percentage of the selected sum insured of the Disability (Serious Injuries) insurance risk. Where in respect of the same event and the same bodily injury or health disorder any insurance indemnities have been paid under paragraph 24 or 25, the paid insurance indemnities shall be deducted from any insurance indemnities payable under the Disability (Serious Injuries) insurance risk.
- 24. **BONE AND JOINT INJURIES** means bodily injuries (traumas) incurred during an accident and listed in Annex 1 "Table 1. Calculation of insurance indemnities for bone and joint injuries" to these Terms and Conditions.
  - 24.1. One bone fractured in several places (during one insured event) shall qualify as one fracture.
  - 24.2. Bone fractures, cracks, dislocations, subluxations, syndesmoses (symphyseal ruptures) must be clearly visible on roentgenograms (computed tomography or magnetic resonance imaging).
- 25. **INTERNAL ORGAN AND SOFT TISSUE INJURIES** means bodily injuries (traumas) or health disorders incurred during an accident and listed in Annex 2 "Table 2. Calculation of insurance indemnities for internal organ and soft tissue injuries" of these Terms and Conditions.
- 26. Payment of an insurance indemnity under the Bone and Joint Injuries (paragraph 24) and Internal Organ and Soft Tissue Injuries (paragraph 25) insurance risks:
  - 26.1. An insurance indemnity shall be calculated in proportion to the selected sum insured of the respective insurance risk in accordance with Table 1. "Calculation of insurance indemnities for bone and joint injuries" (Annex 1 to these Terms and Conditions) or Table 2. "Calculation of insurance indemnities for internal organ and soft tissue injuries" (Annex 2 to these Terms and Conditions).
  - 26.2. The number of insurance indemnities shall not be limited, but the amount of insurance indemnity shall be limited, i.e. it may not exceed one hundred per cent of the sum insured applicable to the selected insurance risk during the term of the insurance contract.
  - 26.3. The insurance indemnity for the consequences of one or more insured events may not exceed 100 % of the sum insured applicable to the selected risk within one year of the term of the insurance contract.
  - 26.4. Where several consequences of one injury of a single body part are included in several paragraphs of an Article of the respective table, the payable insurance indemnity shall be determined under the paragraph that provides for the most serious consequences of the injury.



- 26.5. The amount of insurance indemnity for injuries (traumas) of one organ during an insured event may not exceed the insurance indemnity that would be paid in the case of loss of the organ or its function.
- 26.6. The percentage assessment of one part of the body for all bodily injuries (traumas) suffered in one event may not exceed the assessment for the loss of that body part. When paying an insurance indemnity for the loss of an organ (organ function), any insurance indemnity paid for this bodily injury (trauma) shall be deducted from it.
- 26.7. An insurance indemnity shall be paid where irreversible loss of organ function is determined no earlier than 9 months and no later than 18 months from the day of the insured event. However, if the irreversible loss of organ function is obvious, the insurance indemnity shall be paid before the expiry of the 9-month time limit.
- 26.8. An insurance indemnity for surgeries performed on a single bone fracture (primary fracture, dislocation or pseudoarthrosis) or for a single organ injury shall be paid in addition to the insurance indemnity for the fracture or bodily injury respectively, but no more than once per insured event.
- 26.9. One bone fractured in several places (during one insured event) shall qualify as one fracture. A partially fractured bone shall be viewed as a fracture of the respective bone.
- 26.10. An insurance indemnity for bone fractures, partial fractures, dislocations, subluxations, syndesmoses (symphyseal ruptures) shall only be paid if these bodily injuries (traumas) are clearly visible in radiological (e.g. roentgenograms, computed tomography, magnetic resonance imaging) tests.

#### 26.11. The insurance indemnity shall be reduced by 50 %:

- 26.11.1. if the insured event leads to the loss of an organ (organ function), part of which (part of the function) the Insured Person lost before the date of the insured event;
- 26.11.2. in the case of joint (bone) dislocation.

#### 26.12. An insurance indemnity shall not be paid:

- 26.12.1. for likely, possible, presumed, suspected, or only clinically confirmed bone fractures, partial fractures, dislocations, subluxations, syndesmoses (symphyseal ruptures) where these are not clearly visible in radiological (e.g. roentgenograms, computed tomography, magnetic resonance imaging) tests;
- 26.12.2. for tangential injuries of bone surface integrity, fractures caused by avascular necrosis;
- 26.12.3. for fractures or dislocations of foreign bodies (joint prostheses, osteosynthesis constructions);
- 26.12.4. for removal of osteosynthesis materials;
- 26.12.5. for hernias (of the abdominal wall, inguinal, umbilical, diaphragm, intervertebral discs of the spine), radiculopathy/neuropathy that occur due to physical tension (and due to lifting heavy weights);
- 26.12.6. for surgeries carried out more than one year after the date of the accident.
- 27. **INJURIES PLUS:** if this insurance risk is opted for, in addition to the Internal Organ and Soft Tissue Injuries risk (paragraph 25), the following health disorders shall be included if the Insured Person was hospitalised due to them (treated under inpatient facilities in hospital):

Health disorders	Preconditions for recognising a medical condition as an insured event	Payable insurance indemnity (% of the internal organ and soft tissue injuries risk sum insured, based on the number of days spent at the inpatient treatment facility)
Lyme disease Tick-borne encephalitis Tetanus Rabies Gas gangrene Botulism Snake bite Animal bites Insect stings	<ol> <li>The diagnosis is confirmed by microbiological/virological tests.</li> <li>Due to this disease, the Insured Person was hospitalised and treated in hospital continuously for:         <ul> <li>a) 2-6 bed days;</li> <li>b) 7-14 bed days;</li> <li>c) 15 or more bed days.</li> </ul> </li> <li>Various abscesses, enlarged veins, thrombophlebitis and similar diseases, allergic reactions, although associated with stings or bites of flies, spiders without poisonous glands, ants, mosquitoes, fleas or other domestic parasites, shall qualify as non-insured events.</li> <li>The insurance indemnity shall be reduced by 50 % when pets attack their owners or other family members.</li> </ol>	3 % 7 % 10 %



- 27.1. The date of the insured event shall be the first date of hospitalisation.
- 27.2. Where in respect of the same event or health disorder any insurance indemnities have been paid under the Infectious Diseases risk (paragraph 34), the paid insurance indemnities shall be deducted from any insurance indemnities payable under the Injuries Plus insurance risk.
- 28. Insurance indemnities for injuries risks shall be paid to the Insured Person, unless otherwise provided by the insurance contract. Where the Insured Person dies before receiving an insurance indemnity that was payable to him/her under Injuries risks, the insurance indemnity shall be paid to his/her legal heirs or the beneficiary that was appointed by the Insured Person to receive the insurance indemnity in case of his/her death.
- 29. **OUTPATIENT TREATMENT.** Under the Outpatient Treatment insurance risk, direct financial losses incurred by the Insured Person during his/her treatment under outpatient conditions in Lithuania due to an accident that was recognised as an insured event under the Disability (Serious Injuries) (paragraph 23), Bone and Joint Injuries (paragraph 24) or Internal Organ and Soft Tissue Injuries (paragraph 25) risks shall be indemnified in accordance with the procedure laid down below and an insurance indemnity shall be paid for them.
  - 29.1. **Indemnified expenses** for medically justified treatment services and aids prescribed by a doctor with the Insured Person treating the consequences of an accident under outpatient conditions:
    - 29.1.1. specialist doctor consultations and procedures (e.g. wound suturing, wound dressing, injections);
    - 29.1.2. diagnostic tests. Only medically justified diagnostic tests prescribed by the treating doctor, the scope of which shall be determined by the treating doctor, shall be paid;
    - 29.1.3. physical medical rehabilitation doctor, rehabilitologist, physical therapist, and occupational therapist consultations and medical procedures provided in outpatient conditions (physiotherapy, physical therapy, therapeutic gymnastics, medical massage, manual therapy, halotherapy, etc.) reasonably prescribed by them;
    - 29.1.4. medicines or medical aids (i.e. bandages, patches, syringes, drip systems) prescribed by a doctor and purchased from pharmacies. Medicines, plant-derived, homeopathic preparations, and custom preparations having an ATC code and registered by the State Medicines Control Agency in Lithuania and in the EU shall be paid;
    - 29.1.5. orthopaedic equipment prescribed by a doctor and intended for orthopaedic treatment (e.g. supports, splints, post-operative shoes, elastic bandages, belts, corsets, crutches, walkers) that are purchased from specialised orthopaedic shops;
    - 29.1.6. nursing services;
    - 29.1.7. dental services where an event is recognised as insured under Annex 1 "Table 1. Calculation of insurance indemnities for bone and joint injuries," Article 8 or 9, of these Terms and Conditions;
    - 29.1.8. purchase or repair of glasses where an event is recognised as insured under Annex 2 "Table 2. Calculation of insurance indemnities for internal organ and soft tissue injuries," Articles 8–17, of these Terms and Conditions. "Visual organs";
    - 29.1.9. purchase or repair of hearing aids where an event is recognised as insured under Annex 2 "Table 2. Calculation of insurance indemnities for internal organ and soft tissue injuries," Articles 18–20, of these Terms and Conditions. "Hearing organs";
    - 29.1.10. plastic surgery (using surgical or laser methods), scar or pigmented spot removal, where an event is recognised as insured under Annex 2 "Table 2. Calculation of insurance indemnities for internal organ and soft tissue injuries," Articles 43–45, of these Terms and Conditions.

#### 29.2. The following expenses shall not be indemnified:

- 29.2.1. non-traditional (alternative) medicine services, cosmetic (aesthetic) surgeries, plastic surgeries, cosmetic treatments, organ transplant surgeries, diagnostic and therapeutic methods not recognised by science and not licensed in Lithuania, treatment of mental illness, HIV diagnosis and treatment, as well as therapy or diagnostic testing that is not medically justified;
- 29.2.2. health disorders caused by any degenerative changes and osteochondrosis treatment;
- 29.2.3. doctor consultations, tests, prescribed procedures, medicines and medical aids which are not intended to treat the consequences of a particular accident, also, hygiene products, vitamins, nutritional supplements, contraceptive medicines, anabolic steroids, weight-reducing medicines, potency increasing medicines and medicines for the treatment of various dependence diseases.

#### 29.3. Payment of the insurance indemnity:

29.3.1. an insurance indemnity shall only be paid for the portion of incurred expenses that is not covered by the Compulsory Health Insurance Fund;



- 29.3.2. the insurance indemnity shall only be paid based on documents issued in Lithuania and confirming the financial losses incurred within one year of the date of the accident that was recognised as an insured event;
- 29.3.3. 80 % of medically justified expenses shall be indemnified, but without exceeding the sum insured applicable to the Inpatient Treatment insurance risk as provided for in the insurance contract.
- 29.3.4. insurance indemnities shall be paid to the Insured Person or a carer (if any), unless otherwise provided by the insurance contract;
- 29.3.5. where the Insured Person dies before receiving an insurance indemnity that was payable to him/her under Inpatient Treatment insurance risk, the insurance indemnity shall be paid to his/her legal heirs or the beneficiary that was appointed by the Insured Person for receiving the insurance indemnity in the case of his/her death.
- 30. **INPATIENT TREATMENT.** An insured event shall be the treatment of the Insured Person at inpatient facilities (hospitalisation) due to an accident.
  - 30.1. Preconditions for recognising an event as an insured event:
    - 30.1.1. the accident occurs during the term of the insurance contract;
    - 30.1.2. the event is recognised as insured and an insurance indemnity is paid under the Disability (Serious Injuries) (paragraph 23), Bone and Joint Injuries (paragraph 24) or Internal Organ and Soft Tissue Injuries (paragraph 25);
    - 30.1.3. the Insured Person is hospitalised for treatment in Lithuania;
    - 30.1.4. inpatient treatment lasts for at least 2 consecutive bed days. The date of the admittance of the Insured Person to an inpatient health care facility and the date of their discharge from this facility shall qualify as one day.
  - 30.2. The following expenses shall be indemnified:
    - 30.2.1. for medically justified treatment services and medical aids prescribed by a doctor for treatment of the consequences of an accident under inpatient conditions;
    - 30.2.2. for a paid ward;
    - 30.2.3. for medicines, drugs and medical aids purchased from a pharmacy and required for inpatient treatment, whereby the Insured Person provides Us with a prescription from the treating doctor together with an invoice and payment receipt of the pharmacy that sold the medicines, drugs and medical aids.
  - 30.3. The following expenses shall not be indemnified:
    - 30.3.1. rehabilitative, restorative and curative treatment, preventative treatment and long-term care;
    - 30.3.2. treatment of the Insured Person at an inpatient health care institution for fewer than 2 consecutive bed days, day inpatient treatment services;
    - 30.3.3. for prescribed medicines, drugs and medical aids intended for subsequent treatment of the Insured Person under outpatient conditions.
  - 30.4. Payment of the insurance indemnity:
    - 30.4.1. an insurance indemnity shall only be paid based on documents issued in Lithuania and confirming financial losses incurred within one year of the date of the accident;
    - 30.4.2. insurance indemnities shall be paid to the Insured Person or a carer (if any), unless otherwise provided by the insurance contract;
    - 30.4.3. where the Insured Person dies before receiving an insurance indemnity that was payable to him/her under Outpatient Treatment insurance risk, the insurance indemnity shall be paid to his/her legal heirs or the beneficiary that was appointed by the Insured Person for receiving the insurance indemnity in the case of his/her death.
- 31. **DAILY ALLOWANCE.** An insured event is the Insured Person's temporary incapacity for work due to a bodily injury (trauma) or health disorders incurred during an accident that is recognised as an insured event and an insurance indemnity under the Disability (Serious Injuries) (paragraph 23), Bone and Joint Injuries (paragraph 24) or Internal Organ and Soft Tissue Injuries (paragraph 25) risks is paid.
  - 31.1. The sum insured selected for the Daily Allowance risk and specified in the insurance policy shall be paid for each day of incapacity for work starting from the first day of incapacity for work. The daily allowance shall not be paid if incapacity for work lasts for fewer than 6 (six) consecutive calendar days.
  - 31.2. An insurance indemnity for one insured event shall be paid for a maximum of 30 (thirty) days of incapacity for work. With respect to all insured events that occur during the term of the insurance contract, the daily allowance shall be paid for a maximum of 60 (sixty) days of incapacity for work.



- 31.3. Where the Insured Person's incapacity for work continues upon the expiry of the term of the insurance contract, an insurance indemnity under the Daily Allowance insurance risk shall only be paid for the consequences of the insured event that started during the insurance period and for no more than 10 (ten) calendar days from the last day of the term of the insurance contract.
- 31.4. Insurance indemnities shall be paid to the Insured Person, unless otherwise provided by the insurance contract. Where the Insured Person dies before receiving an insurance indemnity that was payable to him/her under Daily Allowance insurance risk, the insurance indemnity shall be paid to his/her legal heirs or the beneficiary that was appointed by the Insured Person for receiving the insurance indemnity in the case of his/her death.
- 32. **ASSISTANCE IN CASE OF DEATH AND DISABILITY:** if the Insured Person dies (an insured event under the Death due to an Accident (paragraph 17) or Death due to a Critical Disease or Planned Surgery (paragraph 18) risk is recognised in respect of the Insured Person) or loses ability (an insured event under the Loss of Working Capacity (paragraph 20) or Disability (Serious Injuries) (paragraph 23) risk is recognised in respect of the Insured Person), We shall indemnify the direct expenses incurred in Lithuania after the event.
  - 32.1. The following expenses shall be indemnified:

	Indemnified expenses	
In case of death (an insured event under Death due to an Accident (paragraph 17), Death due to a Critical Disease or Planned Surgery (paragraph 18)	<ol> <li>Burial or cremation expenses. Catering, accommodation, and grave cleaning expenses shall not be indemnified.</li> <li>Expenses for transporting the Insured Person's remains.</li> <li>Psychological counselling for the spouse, children and parents of the late Insured Person.</li> </ol>	
In the case of disability (an insured event under Loss of Working Capacity (paragraph 20) or Disability (Serious Injuries) (paragraph 23)	<ol> <li>Adaptation of the residential environment for the Insured Person with disability.</li> <li>Acquisition of equipment to facilitate mobility, e.g. vehicle adaptation for the Insured Person with a disability, purchase or hire of a wheelchair, special bed, walking sticks, or crutches.</li> <li>Facilities for functional rehabilitation, e.g. prostheses, implants.</li> <li>Psychological counselling for the Insured Person, spouse, children and parents.</li> <li>Note: the necessity of incurred expenses must comply with the nature of the Insured Person's injury.</li> </ol>	

#### 32.2. Payment of the insurance indemnity:

- 32.2.1. the number of insurance indemnities for one insured event shall not be limited, but the total amount of indemnities for one or more insured events may not exceed the sum insured applicable to this insurance risk;
- 32.2.2. in the case of the death of the Insured Person, an insurance indemnity based on the provided financial documents shall be paid to the close relatives of the Insured Person who incurred expenses relating to the burial or cremation of the Insured Person;
- 32.2.3. in the case of disability insurance, an insurance indemnity based on the provided financial documents shall be paid to the Insured Person or a carer (if any);
- 32.2.4. expenses shall only be indemnified based on documents issued in Lithuania and confirming financial losses incurred within one year of the date of the event that was recognised as an insured event according to paragraphs 17, 18, 20 or 23.
- 33. **ASSISTANCE IN CASE OF INJURIES:** if the Insured Person incurs a bodily injury (trauma) during an accident that is recognised as an insured event and an insurance indemnity is paid under the Disability (Serious Injuries) (paragraph 23), Bone and Joint Injuries (paragraph 24) or Internal Organ and Soft Tissue Injuries (paragraph 25) risks, We shall pay the direct expenses incurred in Lithuania after the event.
  - 33.1 **Indemnified expenses** (the necessity of incurred expenses must comply with the nature of the Insured Person's injury):
    - 33.1.1. medical emergency transportation (immediately after an insured event) by medical transport or public transport, taxi (subject to an issued ticket) to the nearest health care institution or from one health care institution to another and/or return from a health care institution to the place of residence;
    - 33.1.2. medically necessary transportation by medical transport from a health care institution to nursing facilities or the place of residence;
    - 33.1.3. purchase or hire of crutches, wheelchair, or walking sticks;



- 33.1.4. orthopaedic equipment prescribed by a doctor and intended for orthopaedic treatment (e.g. supports, splints, post-operative shoes, belts, corsets) that are purchased from specialised orthopaedic shops;
- 33.1.5. psychological counselling for the Insured Person;
- 33.1.6. nanny services for caring for the underage Insured Person who is under 14 years of age, caring after an accident when parents (adoptive parents, foster parents) are unable to care for the Insured Person for health reasons, a pre-planned business trip or event;
- 33.1.7. nanny services for caring for the Insured Person's underage children under 14 years of age who are staying without adult supervision due to a bodily injury incurred by the Insured Person due to an accident.

#### 33.2. Payment of the insurance indemnity:

- 33.2.1. the number of insurance indemnities for one insured event shall not be limited, but the total amount of indemnities for one or more events may not exceed the sum insured applicable to this insurance risk;
- 33.2.2. an insurance indemnity based on the provided financial documents shall be paid to the Insured Person, unless otherwise provided by the insurance contract, or to a carer (if any);
- 33.2.3. expenses shall only be indemnified based on documents issued in Lithuania and confirming financial losses incurred within one year of the date of the event that was recognised as an insured event according to paragraphs 23, 24 or 25.
- 34. **INFECTIOUS DISEASES:** the Insured Person develops a disease included on the list of diseases insured under the Infectious Diseases risk provided in paragraph 34.1 during the term of the insurance contract.
  - 34.1. List of diseases insured under the Infectious Diseases risk:

Name of disease	Preconditions for an event to be recognised as an insured event	Insurance indemnity (as a percentage of the Infectious Diseases risk sum insured)
Meningococcal infection	<ol> <li>The diagnosis is confirmed by microbiological tests.</li> <li>The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.</li> </ol>	70 %
Tick-borne encephalitis, tick-borne myelitis, tick-borne encephalomyelitis	<ol> <li>The diagnosis is confirmed by a blood test determining tick-borne encephalitic specific IgM and/or IgG antibodies.</li> <li>The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.</li> </ol>	50 %
Lyme disease	1. The diagnosis is confirmed by a blood test, whereby the Lyme disease specific immunoglobulin M is found in the blood (the response is positive) and treatment with antibiotics is prescribed.  2. An insurance indemnity for Lyme disease in respect of the same Insured Person may only be paid once during the term of the insurance contract, regardless of the number of recurrences.	20 %
Snake bite, animal bites, insect stings	1. The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.  2. Various abscesses, enlarged veins, allergic reactions, thrombophlebitis and similar diseases, although associated with stings or bites of flies, spiders without poisonous glands, ants, mosquitoes, fleas or other domestic parasites, shall qualify as non-insured events.  3. The insurance indemnity shall be reduced by 50 % when pets attack their owners or other family members.	50 %
Rabies	<ol> <li>The diagnosis is confirmed by virological tests.</li> <li>The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.</li> </ol>	100 %
Acute appendicitis	Surgery (appendectomy) is performed.	30 %



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Name of disease	Preconditions for an event to be recognised as an insured event	Insurance indemnity (as a percentage of the Infectious Diseases risk sum insured)
Ectopic pregnancy, which developed outside of the uterine cavity. A fertilised egg cannot get into the uterine cavity for some reason and therefore implants itself and develops in other places: in a fallopian tube, the abdominal cavity, an ovary, or the rudimentary uterine horn.	The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.     Surgery is performed and confirmed histologically.	50 %
Poisoning with toxic mushrooms, plants, food, medicines	<ol> <li>The disease is diagnosed and treated in hospital.</li> <li>The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.</li> <li>An event shall qualify as non-insured and an insurance indemnity shall not be paid if any of the following is established:         <ul> <li>poisoning with alcohol, narcotic substances;</li> <li>a gastrointestinal infection caused by viruses and bacteria.</li> </ul> </li> </ol>	20 %
Salmonellosis	<ol> <li>The diagnosis is confirmed by microbiological tests.</li> <li>The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.</li> </ol>	20 %
Legionellosis	The diagnosis is confirmed by appropriate microbiological tests.     The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.	30 %
Trichinosis	The diagnosis is confirmed by serology blood tests.     The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.	30 %
Diphtheria	The diagnosis is confirmed by microbiological tests.     The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.	20 %
Tetanus	The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.	80 %
Botulism	The diagnosis is established upon detection of the bacterium Clostridium botulinum in the blood.     The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.	100 %
Gas gangrene	The diagnosis is confirmed by microbiological tests.     The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.	90 %
Measles	The diagnosis is confirmed by serology blood tests.     The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 2 consecutive bed days.	20 %



Name of disease	Preconditions for an event to be recognised as an insured event	Insurance indemnity (as a percentage of the Infectious Diseases risk sum insured)
COVID	The diagnosis is confirmed by laboratory tests.     The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 5 consecutive bed days.	20 %
Influenza	The diagnosis is confirmed by laboratory tests.     The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 3 consecutive bed days.	20 %
Typhoid fever	The diagnosis is confirmed by microbiological/serology blood tests.     The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 3 consecutive bed days.	30 %
Malaria	<ol> <li>The diagnosis is confirmed by microbiological/serology blood tests.</li> <li>The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 3 consecutive bed days.</li> </ol>	30 %
Yellow fever	<ol> <li>The diagnosis is confirmed by microbiological/serology blood tests.</li> <li>The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 3 consecutive bed days.</li> </ol>	30 %
Dengue fever	<ol> <li>The diagnosis is confirmed by microbiological/serology blood tests.</li> <li>The disease is treated at inpatient facilities (the Insured Person stays in hospital). Inpatient treatment lasts for at least 3 consecutive bed days.</li> </ol>	30 %
Fulminant hepatitis means partial or extended necrosis of the liver caused by a hepatitis virus that results in acute liver failure.	1. The insurance indemnity shall be paid subject to the satisfaction of all of the following criteria: - rapid decrease in liver size; - necrosis of entire liver lobes whereby only the deteriorated network system remains; - rapid worsening of liver function tests; - progressing (worsening) jaundice; - hepatic encephalopathy.  2. An event shall qualify as non-insured and an insurance indemnity shall not be paid for liver damage caused by abuse of alcohol or narcotic substances.	100%

- 34.2. An insurance indemnity shall not be paid for an event that occurs within the first 30 days of the term of the insurance contract. This provision shall not apply when the insurance cover for the Infectious Diseases insurance risk is renewed under a renewed contract.
- 34.3. The date of the insured event shall be the date of diagnosis. An indemnity for a single event shall only be provided under one respective Article of the Infectious Diseases table (paragraph 34.1) that provides for the greatest indemnity.
- 34.4. Insurance indemnities shall be paid to the Insured Person, unless otherwise provided by the insurance contract. Where the Insured Person dies before receiving an insurance indemnity that was payable to him/her under Infectious Diseases insurance risk, the insurance indemnity shall be paid to his/her legal heirs or the beneficiary that was appointed by the Insured Person for receiving the insurance indemnity in the case of his/her death.
- 34.5. Where in respect of the same event or health disorder any insurance indemnities have been paid under the Injuries Plus risk (paragraph 27), the paid insurance indemnities shall be deducted from any insurance indemnities payable under the Infectious Diseases risk.
- 35. **SERIOUS DISEASES:** development, during the term of the insurance cover and as confirmed by the respective documents from a health care institution, by the Insured Person of a disease included on the list of Serious Diseases provided in paragraph 35.1, the first symptoms of which appear and

which is diagnosed for the first time no earlier than 3 (three) months after the start of the term of the insurance contract (this provision shall not apply where the insurance cover for the Serious Diseases risk continues under a renewed contract).

#### 35.1. List of serious diseases:

Serious disease	Preconditions for an event to be recognised as an insured event
AIDS means acquired immune deficiency syndrome. This is the terminal stage caused by HIV infection, which manifests itself by the body's inability to protect itself against infections.	During the term of the insurance contract, HIV infection and AIDS are diagnosed for the first time.     The diagnosis is confirmed by the Lithuanian Centre for Communicable Diseases and AIDS specialists or infectologists.
Alzheimer's disease means the progressing neurodegenerative disease of the brain that manifests itself as the worsening of cognitive functions, behavioural changes, etc.	The diagnosis must be confirmed by a neurologist and/or psychiatrist in accordance with the Alzheimer's disease diagnostic criteria enforced as of the date of diagnosis.
Paralysis of limb functions means total and irreversible (permanent) loss of two or more limb functions due to a disease.	<ol> <li>The diagnosis is confirmed by a neurologist.</li> <li>The condition remains unchanged or progresses six months after diagnosis.</li> <li>An event shall qualify as non-insured and an insurance indemnity shall not be paid in the following instances:         <ul> <li>not prominent paraparesis;</li> <li>paralysis in the case of Guillain-Barré syndrome;</li> <li>paralysis of limbs due to an accident.</li> </ul> </li> </ol>
Cerebral aneurysm means the unnatural dilation of a brain blood vessel, which can push the surrounding tissues or rupture and cause severe bleeding.	<ol> <li>The diagnosis is confirmed by appropriate tests.</li> <li>Brain aneurysm surgery was performed.</li> <li>An event shall qualify as non-insured and an insurance indemnity shall not be paid:         <ul> <li>for asymptomatic aneurysm;</li> <li>if no surgical treatment was applied.</li> </ul> </li> </ol>
Benign brain tumour (CNS) means a non-malignant brain tumour.	1. The diagnosis is confirmed by a neurologist or neurosurgeon and computed tomography or nuclear magnetic resonance imaging.  2. A benign brain tumour (CNS) was removed or the condition is inoperable.  3. An event shall qualify as non-insured and an insurance indemnity shall not be paid for any of the following diseases:  - CNS cyst;  - granuloma;  - cerebral arterial or venous structures;  - haematoma and pineal gland;  - benign spinal cord tumours.
<b>Renal insufficiency</b> means an irreversible and incurable function loss of both kidneys.	<ol> <li>The diagnosis is confirmed by a nephrologist.</li> <li>Regular dialysis procedures (haemodialysis or peritoneal dialysis) are necessary or a kidney transplant surgery was performed.</li> <li>An event shall qualify as non-insured and an insurance indemnity shall not be paid for any of the following diseases:         <ul> <li>unilateral nephrectomy;</li> <li>acute renal failure.</li> </ul> </li> </ol>
Multiple sclerosis means the general disorder of the central nervous system (brain and spinal cord) which causes decomposition of the myelinated nerve fibre coating.	<ol> <li>The diagnosis shall be confirmed by appropriate tests, symptoms of motor and sensory functions, and a magnetic resonance imaging.</li> <li>The diagnosis must be confirmed by a neurologist.</li> <li>The Insured Person starts suffering from physical (motoric) disorders, perceptive or tactile perception (sensory) disorders.</li> </ol>

Serious disease	Preconditions for an event to be recognised as an insured event
Myocardial infarction means acute and irreversible damage to the heart muscle with necrosis due to disrupted (inadequate) arterial blood flow in that segment.	<ol> <li>The diagnosis must be confirmed by a cardiologist during inpatient treatment.</li> <li>Prolonged typical chest pain (stenocardia).</li> <li>Recent ECG changes typical of myocardial infarction.</li> <li>Significant increase of infarction specific enzymes in the blood serum.</li> <li>An event shall qualify as non-insured and an insurance indemnity shall not be paid for any of the following diseases:         <ul> <li>microinfarct;</li> <li>tacit myocardial infarction;</li> <li>attacks of stenocardia;</li> <li>other acute coronary syndromes.</li> </ul> </li> </ol>
Parkinson's disease means the long-term degenerative disorder of the central nervous system that affects mobility.	1. An undoubted idiopathic (primary) Parkinson's disease diagnosis must be confirmed by a neurologist following inpatient neurological examination in accordance with the Parkinson's disease diagnostic criteria enforced as of the date of diagnosis.      2. The Insured Person has developed symptoms of involuntary hand tremor, muscle rigidity and slowing body movements.      3. An event shall qualify as non-insured and an insurance indemnity shall not be paid if the cause of the disease is abuse of alcohol or medicines.
Malignant tumour (cancer) means uncontrollable abnormal cell growth and spread and invasion to tissues and organs. The term malignant tumour also includes leukaemia and malignant diseases of the lymphatic system.	1. An indemnity shall only be paid in the case of undoubted evidence of invasion into tissues and subject to histological confirmation of the malignancy of tumour cells.  2. The diagnosis must be confirmed by an oncologist or oncohaematologist (in the case of leukaemia or a tumour of the lymphatic system).  3. An event shall qualify as non-insured and an insurance indemnity shall not be paid for any of the following diseases:  - non-invasive cancer (carcinoma in situ);  - stage I of all forms of cancer;  - all types of skin cancer, except malignant melanoma;  - the Insured Person is an HIV carrier or has AIDS;  - benign or precancerous stage tumours;  - cervical dysplasia CIN I-III.
Brain stroke means an acute cerebrovascular disorder characterised by focal neurological symptoms.	<ol> <li>Constant neurological deficit (focal neurological symptoms) remains three months after the onset of the disease (after the stroke).</li> <li>The first stroke diagnosis is confirmed by a neurologist based on radiological tests.</li> <li>An event shall qualify as non-insured and an insurance indemnity shall not be paid for any of the following diseases:         <ul> <li>transient cerebral ischemic attack;</li> <li>ministroke;</li> <li>brain damage due to an accident.</li> </ul> </li> </ol>
Valve replacement and/or aortic and coronary artery bypass surgery means a replacement of one or more arteries or heart valves by open surgery.	1. Replacement of aortic, mitral, pulmonary arteries and tricuspid (tricuspidalis) valve by an artificial prosthesis due to stenosis, insufficiency or a combination of these factors and/or surgery of damaged coronary arteries and aortic connections during which new connections are formed between the aorta and a coronary artery.  2. An event shall qualify as non-insured and an insurance indemnity shall not be paid for any other heart valve surgeries (valvuloplasty, valvulotomy).
Internal organ transplantation means transplant surgery of the heart, lungs, liver, pancreas, small intestine or bone marrow when the Insured Person is an organ recipient.	<ol> <li>Transplant surgery is performed on the Insured Person or he/she is included on the official list of persons waiting for surgery.</li> <li>An event shall qualify as non-insured and an insurance indemnity shall not be paid:         <ul> <li>to organ donors;</li> <li>the Insured Person was included on the list of people waiting for transplantation before concluding the contract of insurance of Serious Diseases.</li> </ul> </li> </ol>



Serious disease	Preconditions for an event to be recognised as an insured event
Blindness means complete, permanent, irreversible loss of vision in both eyes that cannot be restored by medical measures or procedures due to an injury or disease.	<ol> <li>The diagnosis must be clinically substantiated by an ophthalmologist.</li> <li>An insurance indemnity shall be paid if complete blindness in both eyes remains 6 months after confirmation of the diagnosis.</li> </ol>
<b>Deafness</b> means complete and irreversible loss of hearing in both ears due to an injury or disease.	<ol> <li>The diagnosis must be confirmed by an otolaryngologist.</li> <li>Loss of hearing of at least 90 decibels in all frequencies is established.</li> <li>An insurance indemnity shall be paid if complete deafness in both ears remains 6 months after confirmation of the diagnosis.</li> </ol>
Loss of speech means complete loss of the ability to speak due to a traumatic injury or disease, or due to surgical treatment or treatment with medicines.	<ol> <li>The diagnosis must be confirmed by an otolaryngologist.</li> <li>An insurance indemnity shall be paid if complete loss of speech remains 6 months after confirmation of the diagnosis.</li> <li>An event shall qualify as non-insured and an insurance indemnity shall not be paid for a speech disorder or speech loss due to mental health disorders or laryngeal cancer surgery.</li> </ol>
Aorta surgery means open surgery of the thoracic or abdominal part of the aorta during which the part of the aorta damaged by the disease is removed and replaced with a prosthesis.	<ol> <li>An insurance indemnity shall only be paid if surgery of the thoracic or abdominal part of the aorta is performed.</li> <li>An event shall qualify as non-insured and an insurance indemnity shall not be paid for:         <ul> <li>aortic branch surgeries;</li> <li>traumatic injury of the aorta;</li> <li>minimally invasive or intra-arterial surgeries.</li> </ul> </li> </ol>

- 35.2. Where, at the time of renewal of an insurance contract, the sum insured of the Serious Diseases risk is increased, then, upon establishment of an insured event over the first 3 (three) months of the term of the renewed insurance contract, an insurance indemnity shall be calculated on the sum insured of the Serious Diseases risk that was valid under the previous insurance contract.
- 35.3. In the case of an insured event, the total sum insured as provided in the insurance contract for the Serious Disease insurance risk shall be paid.
- 35.4. Insurance indemnities shall be paid to the Insured Person, unless otherwise provided by the insurance contract. Where the Insured Person dies before receiving an insurance indemnity that was payable to him/her under Serious Diseases insurance risk, the insurance indemnity shall be paid to his/her legal heirs or the beneficiary that was appointed by the Insured Person for receiving the insurance indemnity in the case of his/her death.

#### 36. CANCELLATION OF AN EVENT

- 36.1. Under the Event Cancellation risk, direct financial losses incurred by reason of the Insured Person unable to attend an event in Lithuania due to an event involving the Insured Person that is recognised as an insured event under the Death due to an Accident (paragraph 17), Death due to a Critical Disease or Planned Surgery (paragraph 18), Loss of Working Capacity (paragraph 20) or Injuries (paragraph 23, 24 or 25) risk shall be indemnified in accordance with the procedure laid down below and when an insurance indemnity is paid for it.
- 36.2. A deductible of 10 % shall apply.

#### 36.3. **Preconditions:**

- 36.3.1. an accident and/or death due to a critical disease or planned surgery occurs during the term of the insurance contract;
- 36.3.2. the event is recognised as insured and an insurance indemnity is paid according to paragraph 17, 18, 20, 23, 24 or 25;
- 36.3.3. the location of the event is Lithuania;
- 36.3.4. the date of the event is no later than:
  - 36.3.4.1. in the case of Death due to a critical disease or planned surgery: within one year of the date of death;
  - 36.3.4.2. in the case of Death due to an accident, in the case of Loss of working capacity: within one year of the date of the accident;



- 36.3.4.3. in the case of Injuries: within 4 (four) months of the date of the accident.
- 36.3.5. personal tickets to the event were purchased in the name of the Insured Person before the date of the accident or death due to a critical disease or planned surgery.
- 36.4. **Expenses** for personal tickets to concerts, performances, educational programmes, excursions, camps, conferences, qualification development courses, health resort packages, hotel and spa bookings shall be indemnified.
- 36.5. The following expenses shall not be indemnified:
  - 36.5.1. non-personal tickets;
  - 36.5.2. gift certificates.

#### 36.6. Payment of the insurance indemnity:

- 36.6.1. insurance indemnities shall be paid to the Insured Person or a carer (if any). Where another person paid for the ticket to the event for the Insured Person, the indemnity shall be paid to that person;
- 36.6.2. the insurance indemnity shall be calculated as the difference between the paid event price and the amount refunded by the event organisers and accommodation service providers and with consideration of any deductible;
- 36.6.3. where the Insured Person dies before receiving an insurance indemnity that was payable to him/her under Event Cancellation insurance risk, the insurance indemnity shall be paid to the Insured Person's legal heirs or the beneficiary that was appointed by the Insured Person for receiving the insurance indemnity in the case of his/her death. Where another person paid for the ticket to the event for the Insured Person, the indemnity shall be paid to that person;
- 36.6.4. in cases where the Insured Person's expenses also include other persons' expenses which cannot be separated (e.g. booking of a room for several persons), an indemnity shall be calculated by dividing the total amount of expenses by the number of the persons (including the Insured Person).

#### 37. FINANCIAL LOSSES

- 37.1. An insured event under the employer's (Policyholder's) Financial Losses insurance risk shall include the documented financial losses incurred by the Policyholder due to the Insured Person's death or accident that is recognised as an insured event in accordance with the procedure laid down in the contract under one of the following risks: Death due to an Accident (paragraph 17), Death due to a Critical Disease or Planned Surgery (paragraph 18), Loss of Working Capacity (paragraph 20) or Injuries (paragraph 23, 24 or 25).
- 37.2. Insurance indemnities shall be paid to the Policyholder.
- 37.3. An insurance indemnity shall be calculated based on the actual documented expenses of the Policyholder.
- 37.4. An insurance indemnity for a single event and for the entire contract term under the Financial Losses insurance risk may not exceed the Financial Losses sum insured.
- 37.5. In the meaning of this insurance contract, the Policyholder's financial losses incurred due to an employee's accident shall include the following:
  - 37.5.1. benefits, compensation paid to the Insured Person by the Policyholder, including direct taxes established by public authorities and applicable to them, the social insurance benefit portion paid by the employer due to the Insured Person's temporary incapacity for work according to Republic of Lithuania legislation;
  - 37.5.2. indemnification for damage to the Insured Person (and in the case of his/her death: to other persons entitled to have the damage indemnified) for which the Policyholder is liable;
  - 37.5.3. expenses for searching, training and hiring an employee to substitute (either temporarily or permanently) the Insured Person;
  - 37.5.4. the Policyholder's losses relating to non-fulfilment or partial fulfilment of contractual obligations vis-a-vis third parties;
  - 37.5.5. other financial losses incurred by the Policyholder and supported with written documents relating to the Insured Person's accident.

#### 38. PERSONAL CIVIL LIABILITY

38.1. We insure civil liability of You as a private person that arises due to Your duty to compensate for damage caused to a third party and/or his/her property resulting from actions prohibited by law or from a breach of the general duty to act prudently and carefully.



- 38.2. Third persons means all persons except You, Your family members, beneficiaries, Insured Persons, property co-owners, tenants, persons who dispose of the damaged property together with You and persons who work on Your premises.
- 38.3. Family members means Your spouse or persons with whom You live together and share a household: unmarried persons, Your (Your spouse's/partner's) children (adopted children) and their spouses (partners), grandchildren, Your parents (adoptive parents), grandparents, Your brothers, sisters.
- 38.4. The insurance cover is only valid in Lithuania.
- 38.5. A deductible of EUR 50 shall apply.
- 38.6. Personal liability insurance shall include (insured events):
  - 38.6.1. pecuniary and non-pecuniary damage caused by You as a natural person to third parties, except in the instances listed in paragraph 38.11;
  - 38.6.2. damage caused to third parties by Your pets. Pets means any animals kept for aesthetic, recreational, etc., purposes (e.g. dogs, cats, etc.). Pets shall not include any animals used for work or sports (e.g. horses), food (e.g. cows, pigs, chickens), or fibres or furs (e.g. sheep, rabbits, mink);
  - 38.6.3. damage caused by You as a tenant to the landlord due to damage to leased premises (e.g. hotel room, guesthouse room, etc.) or equipment available there, if the premises were leased for living purposes for no more than 30 days;
  - 38.6.4. damage caused to third parties by You as the user of a bicycle (including electric), scooter (including electric), segway, electric monowheel, wheelchair and/or self-propelled vehicle intended only for maintenance of one's household (e.g. lawn mower), except in cases where a vehicle must be covered by Compulsory Insurance Against Civil Liability in Respect of the Use of Motor Vehicles.
- 38.7. The insurance cover shall only apply to claims (requests) presented to the Insurer during the term of the insurance contract or within 30 days of the expiry of the insurance contract, where the event in respect of which a claim (request) is received occurred during the term of the insurance contract.
- 38.8. We shall indemnify the following within the limit of the sum insured:
  - 38.8.1. damage incurred by a third party:
    - pecuniary damages due to damaged, destroyed, or lost property;
    - pecuniary damages due to a person's injury or death;
    - non-pecuniary damages due to a person's injury or death;
  - 38.8.2. Your expenses relating to a claim filed against You:
    - legal assistance, forensic investigation, and litigation expenses incurred by an aggrieved third party and awarded by court;
    - Your legal assistance and litigation expenses.
- 38.9. One insured event means an event occurring due to the same cause, under the same circumstances and at the same time, regardless of whether several third-party claims can be brought forward for such an event (including claims brought forward at different times).
- 38.10. It shall be deemed that an event occurred at the time when You caused the loss. Where it is impossible to accurately determine the exact moment when the loss was caused, it shall be assumed that the loss was caused at the time when the first claim to compensate for the loss was lodged against You.
- 38.11. What we do not insure (non-insured events). We shall not indemnify for any of the following:
  - 38.11.1. damage incurred by You or a person related to You (a family member, employer);
  - damage caused to children which, at the time of causing the damage, were temporarily left for care (entrusted) to You or Your family members;
  - 38.11.3. damage caused to the environment, wild animals;
  - 38.11.4. damage caused while hunting;
  - 38.11.5. damage caused while using arms;
  - 38.11.6. damage caused during a fight or attack;
  - 38.11.7. damage caused during participation in sports competitions;
  - 38.11.8. damage caused by any dangerous and fighting dogs and crossbreeds of fighting and dangerous dogs kept in a household, or if the dog that caused the event is a breed the keeping of which requires special permissions;
  - 38.11.9. damage caused by livestock (i.e. cattle, horses, sheep, goats, pigs) kept in a household;
  - 38.11.10. damage appearing outside of Lithuania;
  - 38.11.11. damage caused as a result of failure to perform or properly perform a contract (contractual civil liability);
  - 38.11.12. penalties, fines (civil, criminal, administrative, contractual, etc.), punitive damages, late charges or other similar sanctions provided for in contracts or legal acts;
  - 38.11.13. damage, if liability attaches due to insults, defamation, denigration of reputation, violation of the right to private life and privacy;



- 38.11.14. indirect damages (e.g. foregone earnings);
- 38.11.15. damage resulting from Your intentional acts;
- 38.11.16. damage caused by You while intoxicated by alcohol or narcotic substances (except in cases where the insurance cover option G. Intoxication (paragraph 12.4) is selected in the insurance contract;
- 38.11.17. damage, either directly or indirectly, caused by or relating to damaged, destroyed, lost, foregone, unlawfully used, etc., documents (except the costs of production of third-party ID documents), software, regardless of its medium or form, any data and data holders;
- 38.11.18. damage caused to any property not owned by You or a person related to You and that was entrusted to You or a person related to You (e.g. leased, rented, provided to You for storage, repair, transportation, processing, use or other purpose, etc.);
- 38.11.19. damage caused to a person who entered into an employment contract with You and/or Your family member or who works in Your household, if civil liability arises from any labour activities carried out for Your benefit;
- 38.11.20. damage caused due to any work, commercial, economic, financial, professional, manufacturing activity carried out by You and/or Your family members, or related to any such activity;
- 38.11.21. damage caused in the process of carrying out construction, reconstruction, or major repair work;
- 38.11.22. damage resulting from pollution of any soil, water or air (damage to the environment);
- 38.11.23. damage either directly or indirectly caused by, or related to any diseases, viruses, or epidemics;
- 38.11.24. damage due to consumption, use, or effect on third parties relating to foodstuffs, alcohol, tobacco products, cigarette smoke, electronic cigarettes, psychotropic substances, or medicines;
- 38.11.25. damage caused by any dangerous explosive substances not normally used and/or not intended for use in the domestic environment;
- 38.11.26. damage caused by vibrations, noise, heat, odours, light, smoke, soot, dust, vapour or gas, or other similar factors, which were either gradual or ongoing;
- 38.11.27. damage caused by melting snow or rain water, frost, soil subsidence or settling, landslide, or change in groundwater levels, digging or other soil work;
- 38.11.28. damage caused by the use of chemical, poisonous, toxic, or radioactive substances or asbestos;
- 38.11.29. damage for which liability attaches to You as the home owner (user) or from the use of shared-use premises;
- 38.11.30. damage caused when managing and using land motor vehicles where the vehicle must be covered by Compulsory Insurance Against Civil Liability in Respect of the Use of Motor Vehicles, ships, flying apparatuses, except self-propelled vehicles intended for maintenance of Your household and flying apparatuses weighing up to 900 g (e.g. gliders, drones, etc.), when used for non-commercial purposes and in accordance with legal acts regulating the use of unpiloted gliders;
- 38.11.31. damage to cash, smart devices (e.g. telephones, computers, tablets, watches, bracelets, and their accessories);
- 38.11.32. damage caused while taking part in military training or exercise or performing military assignments;
- 38.11.33. non-pecuniary damages due to property damaged and/or third-party health damaged during an event;
- 38.11.34. loss of commercial value.

#### 38.12. Payment of the insurance indemnity:

- 38.12.1. an insurance indemnity shall be the sum of losses, including legal assistance and litigation expenses, non-pecuniary damages that We must indemnify less depreciation and deductible;
- 38.12.2. an insurance indemnity for an insured event, following an evaluation of the deductible, shall only be paid after We receive from a third party a written request to compensate for damage and subject to the establishment of the facts of the insured event;
- 38.12.3. in the case of damaged property, repair expenses less the deductible shall be indemnified, provided that repair is feasible and economically expedient. A repair is economically inexpedient if the repair price is higher than 75 % of the acquisition value of a property similar to the damaged property;
- 38.12.4. where repair of damaged property is economically inexpedient, the purchase price of a similar item shall be paid less 10 % depreciation for each year from the date of purchase of the property and the applicable deductible;
- 38.12.5. an insurance indemnity for one or more insured events may not exceed the Personal Civil Liability sum insured applicable to the Insured Person as specified in the insurance policy;
- 38.12.6. an insurance indemnity for non-pecuniary damages shall only be paid if the Insured Person by their unintentional actions causes a third person's death. The maximum insurance indemnity for non-pecuniary damages may not exceed 20 % of the Personal Civil Liability sum insured. Any non-pecuniary damages shall only be indemnified after indemnification of pecuniary damages.



## Your duties upon the occurrence of an insured event

- 39. Upon the occurrence of an event that may be recognised an insured event, You, the Insured Person or the beneficiary must:
  - 39.1. Seek medical assistance immediately, but in any case within 48 hours of the accident.
  - 39.2. Comply with doctors' orders and attempt to minimise the potential consequences of the accident.
  - 39.3. Take available reasonable steps to minimise any possible loss. We shall not indemnify the part of the damage that appeared due to the fact that You have intentionally failed to take available reasonable measures to minimise or prevent the damage.
  - 39.4. In each case, with consideration of the circumstances of the accident, report the accident to the Labour Inspectorate, the police and other services depending on the situation.
  - 39.5. Whenever possible, take photographs of the location of the event, injuries, and damaged property.
  - 39.6. Allow Us to access all medical records and state or municipal entities' information about the event as well as data processed in registers, information systems or other data holders about the health condition of the Insured Person and the injured third party, treatment services provided, diseases diagnosed, injuries incurred, and causes of death.

## Our rights upon the occurrence of an insured event

- 40. Upon the occurrence of an insured event, We are entitled to:
  - 40.1. Make recommendations to reduce losses.
  - 40.2. At Our own discretion, either in cooperation with You or independently, investigate the circumstances of the event.
  - 40.3. Access the medical records of the Insured Person.
  - 40.4. Appoint and hire appraisers, experts, lawyers and other persons to investigate the circumstances of an event, examine claims or agree about the amount of losses.
  - 40.5. Request additional information from health care, police, prosecutors, courts and other institutions.
  - 40.6. In the process of investigating the circumstances of an insured event and any event that may be recognised as insured under insurance contracts, receive and subsequently process data about the health condition of the Insured Person and the injured third party, treatment services provided, diseases diagnosed, injuries incurred, and causes of death that are processed by health care institutions or other state or municipal entities as well as registers, information systems or other data holders.
- 41. Any of Our actions listed in paragraph 40 of these Terms and Conditions shall not mean that we recognise or deny Our duty to pay an insurance indemnity.

## **Event notification procedure**

- 42. Notify Us about an insured event and its circumstances in writing (online at www.gjensidige.lt) within 30 (thirty) calendar days of the date of the event. Where giving notice is impossible due to a serious health condition, the insured event and its circumstances must be notified immediately upon completion of treatment, but in any case within 13 (thirteen) months of the date of the insured event.
- 43. Where the Insured Person is declared dead by court decision, You, the beneficiary or legal heirs must report the insured event and its circumstances within 30 (thirty) calendar days of the effective date of the court decision to declare the insured person dead, but in any case within 13 (thirteen) months of the estimated date of the Insured Person's death (accident).
- 44. At the time of applying for an insurance indemnity, You must provide all documents supporting the insured event and provide all information relating to the insured event as requested by Us.
- 45. You, the Insured Person or the person who is entitled to receive an insurance indemnity must fill out an application to receive an insurance indemnity in the format prescribed by Us, accurately respond to the questions contained in the application, and grant Your consent to health data processing. You must also provide the following documents:
  - 45.1. An ID document.
  - 45.2. Medical records containing the Insured Person's details, the date of applying to a health care institution, information about the bodily injury or health disorder, confirmed diagnosis, medical history, description of performed tests and prescribed treatment, and treatment period.



- 45.3. Documents supporting the insured event, its circumstances and the entitlement to an insurance indemnity (at Our request, these documents must be translated into the state language):
  - death certificate or a notarised copy thereof, inheritance document;
  - statement of an event that may be recognised as an insured event, if such a statement was executed by the employer or the police;
  - court judgments;
  - documents confirming any third-party claims and other documents supporting the insured event and its circumstances.
- 45.4. Other documents that We request additionally that may be required with consideration of the nature of the particular accident to evaluate whether the event is insured and accurately calculate and pay the payable insurance indemnity.
- 46. In addition to the documents listed in paragraph 45, you must provide the following:
  - 46.1. To receive an insurance indemnity under the insurance cover option B. At work, on the way to/ from work: a statement on the accident at work, on the way to or from work.
  - 46.2. To receive an insurance indemnity under the Daily Allowance risk (paragraph 31): a certificate of incapacity for work.
  - 46.3. To receive an insurance indemnity under the Loss of Working Capacity risk (paragraph 20): a certificate about the established ability level issued by the competent authorities of the Republic of Lithuania.
  - 46.4. To receive an insurance indemnity under the Loss of Work due to Disability risk (paragraph 21): an employment contract, a certificate about the established ability level issued by a competent authority of the Republic of Lithuania, and a document confirming termination of the employment contract.
  - 46.5. To receive an insurance indemnity under the Event Cancellation risk (paragraph 36): personal tickets, financial documents proving purchase of the tickets or booking, a letter/certificate issued by the event organiser about the refunded amount or refusal to provide compensation.
  - 46.6. To receive an insurance indemnity under the Assistance Insurance (paragraphs 32 and 33), Inpatient Treatment (paragraph 30), Outpatient Treatment (paragraph 29), Financial Losses (paragraph 37), and Personal Civil Liability (paragraph 38) risks: original documents supporting and substantiating expenses.

## Insurance indemnity payment procedure

- 47. Insurance indemnities shall be paid for the insured events provided for in the insurance terms and conditions, within the scope of the insurance cover agreed and specified in the insurance policy. The procedure of payment of insurance indemnities is set out in the General Insurance Terms and Conditions.
- 48. Insurance indemnities under the Daily Allowance (paragraph 31), Loss of Working Capacity (paragraph 20), Loss of Work due to Disability (paragraph 21), Assistance Insurance (paragraphs 32 and 33), Outpatient Treatment (paragraph 29), Inpatient Treatment (paragraph 30), Event Cancellation (paragraph 36), and Personal Civil Liability (paragraph 38) insurance risks shall only be paid based on documents issued in Lithuania.
- 49. In some cases, We may reduce or not pay the insurance indemnity:
  - 49.1. An indemnity shall not be paid if You, the Insured Person or the beneficiary do not consent, do not permit or prevent us from accessing the Insured Person's medical records and/or verifying the Insured Person's health condition.
  - 49.2. An indemnity shall not be paid if You, the Insured Person or the beneficiary fail to provide any documents that We request.
  - 49.3. An insurance indemnity shall not be paid in the case of a delay to go to a health care institution for treatment or failure to give timely notice to Us about the insured event, or where medical records do not confirm that an insured event occurred during the term of the insurance contract.
  - 49.4. An indemnity shall not be paid for any consequences or effects of a health disorder or bodily injury incurred during an accident which remain or appear after more than two years from the date of the accident.
  - 49.5. In the other instances listed in the General Insurance Terms and Conditions.

## General insurance conditions

#### **APPROVED BY:**

Resolution No. of the Board of ADB Gjensidige dated 29-04-2021 The Terms and Conditions are effective from 11-05-2021

#### 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 and 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. 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.
- 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.

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- 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, 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 r egulations, 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 receival 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 receival 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 no 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 that 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 receival 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 receival 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 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.
- 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) 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 receival of the notification sent by registered mail is indicated on the official stamp of the post office;
    - c) the date of the receival 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 receival 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.
- 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.

### **ANNEX 1**

# Table 1. Calculation of insurance indemnities for bone and joint injuries

Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
1.	Central and peripheral nervous system	
	Skull fractures:	
	a) cranial vault bone fractures b) cranial base bone fractures c) cranial vault and base bone fracture	10 % 15 % 20 %
	Notes:  1. Only one paragraph of this Article may apply for the same injury.  2. Fractures of several cranial vault/base bones shall qualify as one fracture.  3. Where the skull cavity is opened (trepanning, craniotomy) due to the injuries listed in this Article, an additional 10 % of the sum insured shall be paid.	
2.	Orbital (eye socket) fracture	5 %
	Note: Where an insurance indemnity is paid for damage to the integrity of the orbital upper wall under Article 1, an insurance indemnity shall not be paid under Article 2.	
3.	Respiratory system	
	Nasal bone fracture	4 %
	Note: An additional insurance indemnity shall not be paid for nasal bone fracture surgery.	
4.	Breastbone fracture	5 %
	Note: An insurance indemnity shall also be paid where the breastbone is broken during resuscitation (cardiopulmonary resuscitation), regardless of the cause for resuscitation.	
5.	Rib fracture:	
	a) 1-2 rib fractures b) 3-5 rib fractures c) 6 or more rib fractures	3 % 5 % 10 %
	Notes:  1. An insurance indemnity shall also be paid where ribs are broken during resuscitation (cardiopulmonary resuscitation), regardless of the cause for resuscitation.  2. Rib cartilage section fracture or rib dislocation shall be equivalent to a rib fracture.  3. Where several medical certificates indicate different numbers of broken ribs, the insurance indemnity shall be paid taking into account the number of broken ribs specified in the final clinical diagnosis.	
6.	Digestive organs, facial bones	
	Fracture of the upper jaw (maxilla), zygomatic bone (os zygomaticum) or lower jaw (mandibula), lower jaw dislocation	5 %
	Notes:  1. In the case of a jaw bone fracture (regardless of whether the fracture is on one or both sides), an insurance indemnity shall be paid only once.  2. In the case of fractures of upper and lower jaw bones, the payable insurance indemnity shall be determined with consideration of each jaw fracture (the percentages shall be added up).	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
	3. Where jaw bone fractures occur accidentally during dental manipulations performed due to	
	an insured event, an insurance indemnity shall be paid.  4. An alveolar process fracture shall not be considered as a jaw bone fracture.	
	5. In the case of fractures of the upper jaw bone and the cheekbone, 5 % shall be paid once	
	under this Article.	
	6. In the case of fractures of the left and right cheekbones, the payable insurance indemnity shall be determined with consideration of each cheekbone fracture (the percentages shall be	
	added up).	
	7. Where the jaw or cheekbone fracture results in an operation placing dental mandrels, an additional 1 % of the sum insured shall be paid once.	
	8. Where facial bone surgery is performed due to a jaw bone or cheekbone fracture, an	
	additional 3 % of the sum insured shall be paid once (regardless of the number of surgeries).	
	9. In the case of first-time jaw bone dislocation, an insurance indemnity under this Article shall	
7.	be paid. An insurance indemnity shall not be paid for any subsequent jaw bone dislocations.  Jaw injury, which results in the loss of:	
7.	jaw injury, which results in the toss of.	
	a) part of the jaw	20 %
	b) the full jaw	50 %
	Notes:	
	1. The surgery, facial injury and tooth loss have been taken into account in this Article,	
	therefore, additional insurance indemnities under other Articles shall not be paid, and any paid indemnities shall be deducted from the insurance indemnity paid under this	
	Article.	
	2. Loss of the alveolar process shall not qualify as loss of a part of the jaw bone.	
8.	Traumatic tooth damage – chipping of no less than 1/4 of the tooth crown, tooth fracture, tooth subluxation (partial dislocation), tooth coaxing to the alveoli (inclination), tooth root fracture when the tooth is not removed	2 %
	Notes	
	Notes:  1. The insurance indemnity for traumatic dental injury shall be summed up with	
	consideration of the degree of damage to each tooth. However, the total amount of indemnity may not exceed 8 % of the sum insured.	
	Where teeth are accidentally fractured during medical manipulations, an insurance	
	indemnity shall be paid if the manipulations were performed because of the	
	consequences of an insured event.  3. Where milk incisors (I, II) of children under 5 years of age are damaged or other	
	deciduous teeth (III, IV, V or others) of children under 8 years of age are damaged, ¼ of	
	the percentages indicated in this Article shall be paid.	
	4. Where teeth that changed before an injury (damaged by caries, tooth decay,	
	parodontosis, filled teeth) are damaged, the insurance indemnity shall be reduced by 50 %.	
9.	Traumatic loss of teeth (entire crown or crown and root), total dislocation of a tooth:	
	a) loss of 1 tooth	3 %
	b) loss of 2-4 teeth	6 %
	c) loss of 5–6 teeth	10 %
	d) loss of 7–9 teeth e) loss of 10 or more teeth	15 % 20 %
	e, toss of 20 of more ceeding	20 /6
	Notes:	
	1. In the case of accidental tooth loss due to medical manipulations, an insurance indemnity shall be paid if the manipulations were performed as a result of the consequences of an insured	
	event.	
	2. Where children under 5 years of age lose milk incisors (I, II) or children under 8 years of age	
	lose other deciduous teeth (III, IV, V or others) due to an injury, ¼ of the percentages indicated in this Article shall be paid.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
	3. Where a knocked out tooth is replaced (implanted), an insurance indemnity shall be paid. Where the implanted tooth is later removed, an insurance indemnity shall not be paid.  4. When less than one year has passed from the date of an injury and the injury results in the removal of teeth for the dislocation or subluxation of which an insurance indemnity is payable (Article 8), any indemnity paid earlier shall be deducted from the indemnity payable for lost teeth.  5. Where the jaw bone is fractured and teeth are lost (including when teeth are removed from the fracture site), an insurance indemnity shall be paid under Article 6 or 9 (the percentages shall be added up).  6. An insurance indemnity shall not be paid for damage to removable dentures as a result of an	
	injury. 7. Where teeth are lost due to breaking of permanent (non-removable) dentures or bridges, an insurance indemnity shall only be paid for the loss of supporting teeth because of the trauma. An insurance indemnity shall not be paid for breaking/dislocation of dentures. 8. Where teeth that changed before an injury (damaged by caries, tooth decay, parodontosis, filled teeth) are damaged, the insurance indemnity shall be reduced by 50 %.	
10.	<u>Spine</u>	
	Fracture of the spinal cervical, thoracic or lumbar vertebrae, arches:	
	a) one or two vertebrae b) three or more vertebrae	15 % 25 %
	Notes:  1. Where one trauma results in a fracture of the same vertebra, fracture of its processes, damages of its ligaments, an insurance indemnity shall only be paid once with consideration of the most severe damage.  2. Where surgery is performed due to a spinal injury (except the coccyx), an additional 10 % of the sum insured shall be paid.  3. An insurance indemnity shall not be paid for repeat subluxations (relapses).	
11.	Fracture of cross, spacer bracket or other articulate processes of the spinal cervical, thoracic or lumbar vertebrae, its subluxation (confirmed by X-ray imaging) or dislocation:	
	a) one or two vertebrae b) three or more vertebrae	5 % 8 %
	Notes:  1. Where one trauma results in a fracture of the same vertebra, fracture of its processes, damages of its ligaments, an insurance indemnity shall only be paid once with consideration of the most severe damage.  2. Where an insurance indemnity is paid under Article 10 due to fracture of the same vertebra, an insurance indemnity shall not be paid for fracture of its processes.  3. In the case of fracture of several processes of one vertebra (whilst vertebrae themselves are not fractured), the indemnity percentages of each process fracture shall not be added up.	
12.	Sacrum fracture, coccyx (os sacrum, os coccygis) vertebral fracture, dislocation, subluxation:	
	a) subluxation of coccygeal vertebrae b) fracture or dislocation of coccygeal vertebrae c) sacrum fracture	3 % 5 % 10 %
	Notes:  1. Where one trauma results in a fracture of the same vertebra, fracture of its processes, damage to the ligaments, an insurance indemnity shall only be paid once with consideration of the most severe damage.  2. Where surgery is performed due to a spinal injury (except the coccyx), an additional 10 % of the sum insured shall be paid.  3. An insurance indemnity shall not be paid for repeat subluxations (relapses).	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
13.	<u>Arm</u>	
	Shoulder blades and collarbone	
	Fracture of the shoulder blades, collarbone, fracture of the shoulder-collarbone, fracture of the sternoclavicular joint (tearing, subluxation, dislocation):	
	a) one bone fracture, one ligament tearing or dislocation b) two bone fractures or two ligaments tearing, dislocation or one bone fracture and one ligament tearing, dislocation	5 % 10 %
	c) nonunion, false joint or fracture of two ligaments with one bone fracture, or two bone fractures with fracture of one ligament	15 %
	Notes:  1. Where the injuries listed in this Article result in surgery, open fracture repositions, osteosynthesis or ligament plastic surgery, an additional 5 % of the sum insured shall be paid once.  2. An insurance indemnity for a nonunion or formation of a false joint shall be paid if this consequence of the trauma occurs at least 9 months from the date of the trauma and is confirmed by a medical certificate. Where an insurance indemnity was paid earlier for a fracture under item a) or b), it shall be deducted from any insurance indemnity payable under item c).	
14.	<u>Shoulder joint</u>	
	Injuries of the shoulder joint area: fracture of joint sockets of a shoulder blade, the humeral head (caput humeri), anatomical neck (collum anatomicum), tubercles (tuberculum), primary dislocation of the humerus:	
	a) primary dislocation of the humerus – joint capsule injury, fracture of the shoulder blade joint socket, primary dislocation of the humerus	5 %
	b) fracture of several bones, primary dislocation of the humerus and fracture of bone (bones), fracture of the humerus head, fracture of the anatomical neck, fracture of tubercles	10 %
	Notes:  1. Where a shoulder joint trauma resulted in surgery, an additional 5 % of the sum insured shall be paid.  2. An insurance indemnity shall not be paid for conventional dislocation.  3. Where the primary dislocation occurs before signing the insurance contract, any reoccurring dislocations shall qualify as non-insured events and insurance indemnities shall not be paid for them.  4. Dislocations due to physical exertion (e.g. weightlifting) are consequences of non-insured events and no insurance indemnities shall be paid for them.  5. A dislocation shall be recognised if it was treated at a health care institution.  6. Where an insurance indemnity is paid for a primary dislocation of the humerus, an additional insurance indemnity shall not be paid under Article 48 of Annex 2 No. "Table 2. Calculation of insurance indemnities for internal organ and soft tissue injuries."	
15.	Consequences of shoulder joint injury that occur at least 9 months from the date of the injury and that are certified by a medical certificate:	
	a) joint function inadequacy (limited mobility, contracture) b) immobility of the shoulder joint (ankylosis), except ankylosis after humeral head resection (ankylosis must be confirmed by X-ray imaging) c) humeral head resection	5 % 30 % 40%
	Notes:  1. Payable in addition to the indemnities paid under Article 14.  2. In the case of immobility of both the shoulder joint and the elbow joint, item b) of this Article shall not apply, and 10 % of the sum insured shall be paid under item b) of Article 20.  3. No more than 80 % of the sum insured shall be paid under the insurance contract for all injuries of one arm.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
16.	<u>Upper arm</u>	
	Humerus fracture in any part of its diaphysis, and cervical fracture (this Article shall not apply to joint fractures)	10 %
	Notes:  1. Where a humerus fracture results in surgery, an additional 10 % of the sum insured shall be paid once; however, where an additional insurance indemnity is paid due to shoulder or elbow joint surgery, an additional insurance indemnity shall not be paid under this note. Treatment of soft tissues shall not qualify as surgery.  2. If an insurance indemnity is paid under Article 18, this Article shall not apply.	
17.	Humerus false joint (nonunion, pseudoarthrosis) confirmed by X-ray imaging	8 %
	Note: Paid in addition to the indemnity paid under Article 16.	
18.	Traumatic amputation or severe injury of an arm resulting in the amputation of the arm within one year of the date of injury:	
	a) arm together with other bones in the shoulder zone (shoulder blade, collarbone or their part)	80 %
	b) in any part of the upper arm or at the shoulder joint c) amputation of the arm that was the only arm before the injury	75 % 100 %
	Note: Where an insurance indemnity is paid under item a) or b), any indemnities paid for the same arm injuries and surgeries shall be deducted from it. Where an insurance indemnity is paid under item c) of this Article, any indemnities paid under the respective insurance contract shall be deducted from it.	
19.	<u>Elbow joint</u>	
	Injury in the elbow joint area:	
	a) fracture of one humerus epicondyle (epicondylus medialis humeri or epicondylus lateralis humeri), split of the radial bone head (caput radii), fracture of the ulna coronary process (processus coronoideus ulnae), dislocation of one bone, fracture of the ulna elbow process (olecranon), fracture of the humerus (distal) head (capitulum humeri)	5 %
	b) fracture of both humerus epicondyles (fractura supracondylica humeri) with or without a dislocation, fracture of the radial bone neck, isolated dislocation of the radial bone head c) humerus joint fracture (fracture in the knuckle – fractura percondylica humeri) with or without a dislocation, dislocation of the forearm bones with or without joint	10 % 15 %
	fracture, joint fracture of the forearm bones (with or without a dislocation) d) humerus joint fracture with joint fractures of two forearm bones (with or without dislocations)	20 %
	Notes:  1. Only one paragraph of this Article may apply for one injury. Where various injuries are incurred during an event, the item corresponding to the most severe injury shall apply.  2. Where surgery is performed after elbow joint injury, an additional 7 % of the sum insured shall be paid.	
20.	Consequences of elbow joint injury that occur at least 9 months from the date of the injury and that are certified by a medical certificate:	
	a) joint function inadequacy (limited mobility, contracture) b) joint immobility (ankylosis) confirmed by X-ray imaging	5 % 20 %
	Notes:  1. Paid in addition to the indemnity paid under Article 19.  2. In the case of immobility of both the elbow joint and the shoulder joint, 40 % of the sum insured shall be paid under item b) of this Article, and an insurance indemnity under item b) of Article 15 shall not be paid.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
21.	<u>Forearm</u>	
	Fracture of the forearm bone diaphysis (bone body upper, middle or lower third) (this Article shall not apply to joint fractures):	
	a) one bone fracture b) two bone fracture c) two bone fracture with dislocations	5 % 10 % 15 %
	Notes:  1. Where surgery is performed due to a fracture of the forearm bones, an additional 5 % of the sum insured shall be paid once (regardless of the number of surgeries); however, where an insurance indemnity is additionally paid for a elbow joint surgery, an additional insurance indemnity shall not be paid under this note.  2. If an insurance indemnity is paid under Article 22, this Article shall not apply.	
22.	Traumatic amputation or severe injury resulting in an arm amputated within one year of the date of the injury:	
	a) in any part of the forearm b) at the elbow joint (exarticulation) c) amputation of the only remaining arm	65 % 70 % 100 %
	Note: Where an insurance indemnity is paid under item a) or b), any insurance indemnities paid for injuries of the elbow joint or below of the same arm as well as for any surgeries on that arm part shall be deducted from it. Where an insurance indemnity is paid under item c) of this Article, any indemnities paid under the respective insurance contract shall be deducted from it.	
23.	Forearm bone nonunion (false joints) confirmed by X-ray imaging:	
	a) one bone of a forearm b) both bones of a forearm	5 % 10 %
	Note: Paid in addition to the indemnity paid under Article 22.	
24.	Wrist joint	
	Injury in the wrist joint area:	
	a) separation of one bone epiphysis (osteoepiphysiolysis), fracture of bone processes, from which there is a fracture of radius or ulna styloid processes (processus styloideus radii or ulnae), fracture of the ulna head	5 %
	b) fracture of a single radius or both bones in a typical place, radius fracture in a typical place with a dislocation or subluxation of the ulna head, osteoepiphysiolysis of two bones	10 %
	Notes:  1. Only one paragraph of this Article may apply for one injury. Where various injuries are incurred during an event, the item corresponding to the most severe injury shall apply.  2. Where surgery is performed due to a wrist joint injury, an additional 3 % of the sum insured shall be paid; however, where an insurance indemnity is additionally paid for forearm bone fracture (surgery), an additional insurance indemnity shall not be paid under this note.	
25.	Consequences of wrist joint injury that occur at least 9 months from the date of the injury and that are certified by a medical certificate:	
	a) joint function inadequacy (limited mobility, contracture) b) joint immobility (ankylosis) confirmed by X-ray imaging	3 % 15 %
	Notes:  1. Paid in addition to the indemnities paid under Article 24.  2. In the case of immobility of both the wrist joint and the elbow joint, 30 % of the sum insured shall be paid under item b) of this Article, and item b) of Article 19 shall not apply.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
26.	<u>Hand</u>	
	Fracture or dislocation of wrist bones and palm bones of one hand:	
	a) fracture or dislocation of one bone b) fracture or dislocation of two bones, except the accessory navicular (os scaphoideum) c) fracture or dislocation of three or more bones, navicular fracture or dislocation d) hand dislocation	3 % 5 % 10 % 15 %
	Notes:  1. Only one paragraph of this Article may apply for one injury. Where various injuries are incurred during an event, the item corresponding to the most severe injury shall apply.  2. Where hand injuries resulted in bone, nerve or tendon surgeries or reconstructive surgeries, an additional 3 % of the sum insured shall be paid; however, where an insurance indemnity is additionally paid under note 2 of Article 24, an additional insurance indemnity shall not be paid under this note. Where surgery is performed only on soft tissues, an additional insurance indemnity shall not be paid.  3. This Article shall not apply where an insurance indemnity is paid under item b) or c) of Article 27.	
27.	Consequences of hand injury:	
	a) nonunion (false joint, pseudoarthrosis) of one or more bones, except finger bones, which is confirmed by X-ray imaging (paid in addition to the insurance indemnity paid under Article 26)	5 %
	b) loss of all fingers, amputation of a hand at the palm bone or in the wrist bone area c) amputation of the only remaining hand	65 % 100 %
	Note: Where an insurance indemnity is paid under item b) of this Article, any insurance indemnities preliminarily paid for injuries of that hand shall be deducted from the payable indemnity and, where an insurance indemnity is payable under item c), all indemnities paid under the insurance contract shall be deducted.	
28.	<u>Fingers</u>	
	First finger (thumb)	
	Finger injury:	
	a) nail plate (nail) loss; b) fracture, dislocation of phalanges	1 % 3 %
	Notes:  1. An insurance indemnity for the same joint injury shall be paid only once.  2. Purulent inflammation of nail beds (whitlow), felon shall qualify as a non-insured event and an insurance indemnity shall not be paid for it  3. Where an insurance indemnity is paid under Article 30, insurance indemnities shall not be paid under Articles 28 and 29 and for any scars remaining in the place of amputation. Where an insurance indemnity was preliminarily paid for a finger injury during that trauma, it shall be deducted from any indemnity payable under Article 30.  4. An additional insurance indemnity shall not be paid for finger surgeries.	
29.	Consequences of finger injury that occur at least 9 months from the date of the injury and that are certified by a medical certificate:	
	a) functional inadequacy of two joints (contracture) or immobility of one joint	3 %
	(ankylosis) b) immobility of two joints (ankylosis)	7 %
	Notes:  1. Paid in addition to the insurance indemnity paid under Article 28.  2. Where an insurance indemnity is paid under Article 30, insurance indemnities shall not be paid under Articles 28 and 29 and for any scars remaining in the place of amputation. Where an insurance indemnity was preliminarily paid for a finger injury during that trauma, it shall be deducted from any indemnity payable under Article 30.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
30.	Traumatic amputation or severe injury with subsequent first finger amputation no later than one year from the date of injury:	
	a) amputation of a nail (rear, distal, second) phalange (distal phalange) or part thereof (amputation of not only soft tissues but also of part of the bone)	10 %
	b) amputation of a fundamental (basic, proximal, first) phalange or part thereof c) amputation of both phalanges of the first finger with the palm bone or part thereof	20 % 25 %
	Note:  Where an insurance indemnity is paid under this Article, insurance indemnities shall not be paid under Articles 28 and 29 and for any scars remaining in the place of amputation. Where an insurance indemnity was preliminarily paid for a finger injury during that trauma, it shall be deducted from any indemnity payable under this Article.	
31.	Second (index finger), third (longest, middle), fourth (ring), fifth (little) fingers of the hand	
	Single finger injury:	
	a) loss of nail plate (nail) b) fracture, dislocation of a phalanx bone	1 % 2 %
	Notes:  1. Where an insurance indemnity is paid under Article 33, insurance indemnities shall not be paid under Articles 31 and 32 and for any scars remaining in the place of amputation. Where an insurance indemnity was preliminarily paid for a finger injury during that trauma, it shall be deducted from any indemnity payable under Article 33.  2. An insurance indemnity for the same joint injury shall be paid only once.  3. Purulent inflammation of nail beds (whitlow), felon shall qualify as a non-insured event and an insurance indemnity shall not be paid for it.  4. Where several phalanx bones are fractured during an event, the insurance indemnity	
	percentages shall be added up, but the insurance indemnity may not exceed 10 % of the sum insured.  5. An additional insurance indemnity shall not be paid for finger surgeries.	
32.	Consequences of single finger injury that occur at least 9 months from the date of trauma and that are certified by a medical certificate:	
	a) functional inadequacy of two or three joints (contracture) or immobility of one joint (ankylosis)	2 %
	b) immobility of two or three joints (ankylosis)	3 %
	Notes:  1. Paid in addition to the insurance indemnity paid under Article 31.  2. Where an insurance indemnity is paid under Article 33, insurance indemnities shall not be paid under Articles 31 and 32 and for any scars remaining in the place of amputation. Where an insurance indemnity was preliminarily paid for a finger injury during that trauma, it shall be deducted from any indemnity payable under Article 33.	
33.	Traumatic amputation or severe injury resulting in the amputation of one finger within one year of the date of the injury:	
	a) amputation of a nail (rear, distal, third) phalange (distal phalange) or part thereof (amputation of not only soft tissues but also of part of the bone)	5 %
	b) amputation of a middle (medial, second) phalange (loss of two phalanges) or part thereof (amputation of finger through the middle finger bone)	10 %
	c) amputation of a fundamental (proximal, first) phalange (loss of three phalanges, loss of a finger) or part thereof (amputation of a finger through the fundamental finger bone)	15 %
	d) amputation of a finger with the palm bone or part thereof	20 %



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
	Notes:  1. Where an insurance indemnity is paid under this Article, insurance indemnities shall not be paid under Articles 31 and 32 and for any scars remaining in the place of amputation. Where an insurance indemnity was preliminarily paid for a finger injury during that trauma, it shall be deducted from any indemnity payable under this Article.	
	<ol> <li>An insurance indemnity for the same joint injury shall be paid only once.</li> <li>Purulent inflammation of nail beds (whitlow), felon shall qualify as a non-insured event and an insurance indemnity shall not be paid for it.</li> <li>Where a medical certificate contains the diagnosis of finger contracture without specifying the joints, it shall be deemed that there is a mobility limitation in one</li> </ol>	
	joint. 5. Where several fingers are injured during the term of the insurance contract, an insurance indemnity shall be paid with consideration of each finger injury (by adding up the specified percentages). However, the insurance indemnity paid for all injuries of one hand may not exceed 65 % of the sum insured. 6. An insurance indemnity portion for all injuries of a single finger paid over the	
	term of the insurance contract may not exceed the indemnity payable in the case of amputation of that finger.	
34.	<u>Pelvis</u>	
	Fracture of pelvic bones (hipbone, ischiopubic symphysis, ischium), rupture of cartilaginous ligaments:	
	a) fracture of one bone, split of the acetabular edge b) tearing of one ligament, two-side fracture of one bone, fracture of two bones, acetabular fracture	5 % 10 %
	c) tearing of several ligaments, fracture of three or more bones, acetabular fracture with a central femur dislocation	15 %
	Note: Where a pelvic bone fracture or cartilaginous ligament tear result in surgery, an additional 10 % of the sum insured shall be paid once, regardless of the number of surgeries.	
35.	Consequences of pelvis injuries that occur at least 9 months from the date of the injury and that are certified by a medical certificate:	
	a) functional inadequacy of one hip joint (limited mobility, contracture) b) immobility of one hip joint (ankylosis) confirmed by laboratory tests	5 % 15 %
	Note: Paid in addition to the insurance indemnity paid under Article 34.	
36.	<u>Leg</u>	
	<u>Hip joint</u>	
	Injury of the hip joint area: femur dislocation, fracture of the femur proximal epiphysis and metaphysis (of the bone part next to the hip joint):	
	a) fracture of the femur small and big trochanters (greater and lesser trochanter), fractures through the trochanters, over trochanteric fracture	10 %
	b) fracture of the femur head (caput femoris) and/or neck (collum femoris), femur dislocation	15 %
	Note: Where surgery is performed due to an injury in the hip joint area, an additional 10% of the sum insured shall be paid once (regardless of the number of surgeries). Treatment of soft tissues shall not qualify as surgery.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
37.	Consequences of hip joint injuries:	
	a) functional inadequacy of the joint (limited mobility, contracture) that occurs at least 9 months from the date of the injury and that is confirmed by a medical certificate	5 %
	b) immobility of the joint (ankylosis) that occurs at least 9 months from the date of the injury and that is confirmed by X-ray imaging	15 %
	c) nonunion of fractured femur neck (false joint, pseudoarthrosis) confirmed by X-ray imaging d) a leg wobbles due to the femur head, acetabular resection (removal by surgery), arthroplasty (internal joint prosthesis)	20 % 35 %
	Notes:  1. Paid in addition to the indemnities paid under Article 36.  2. In the case of immobility of both the hip joint and the knee joint, item b) of this Article shall not apply, and 30 % of the sum insured shall be paid under item b) of Article 42.	
	3. Up to 70 % of the sum insured shall be paid under the insurance contract for all single leg injuries.	
38.	<u>Thigh</u>	
	Femur fracture in any third of the bone body (diaphysis) (upper, middle or lower third), except joint fractures	15 %
	Notes:  1. Where a femoral fracture results in surgery, an additional 10 % of the sum insured shall be paid once (regardless of the number of surgeries); however, where an additional insurance indemnity is paid due to hip or knee joint surgery, an insurance indemnity shall not be paid under this note. Treatment of soft tissues shall not qualify as surgery.  2. If an insurance indemnity is paid under Article 39, this Article shall not apply.	
39.	Traumatic amputation or severe injury of a leg resulting in the amputation of the leg within one year of the date of the injury:	
	a) one leg b) amputation of the leg that was the only leg before the injury	70 % 100 %
	Note: Where an insurance indemnity is paid under item a) of this Article, any indemnities paid for injuries and surgeries of that leg shall be deducted from it and, where an insurance indemnity is paid under item b), all indemnities paid under the insurance contract shall be deducted.	
40.	Consequences of femur fracture:	
	a) functional inadequacy of one or more leg joints (limited mobility, contracture) that occurs at least 9 months from the date of the injury and that is confirmed by a medical certificate	5 %
	b) nonunion (false joint, pseudoarthrosis) confirmed by X-ray imaging	15 %
	Note: Paid in addition to the indemnities paid under Article 38.	
41.	Knee joint	
	Injury in the knee joint area:	
	a) fracture of the fibula head (caput fibulae), tibial eminence fracture (eminentia intercondylaris), dislocation of the kneecap and ruptured kneecap ligament	5 %
	b) kneecap fracture, dislocation of the tibia c) fracture of the femoral epicondyles and condyles, fracture of the tibial condyles	7 % 10 %
	d) femoral and tibial fractures with or without bone dislocation	15 %
	Notes:  1. Where an insurance indemnity is paid under Article 45, Articles 41 and 42 shall not apply and no additional payments shall be made for the surgeries.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
	2. When surgery is performed for the injuries under Articles 41–42, one additional payment of 10 % of the sum insured shall be made, regardless of the number of surgeries (for arthroscopic surgery, 5 % shall be paid); however, if an insurance indemnity is paid additionally for femur surgery, then an additional insurance indemnity according to this note shall not be paid. Treatment of soft tissues shall not qualify as surgery.  3. Where an insurance indemnity is paid for dislocation, an additional indemnity shall not be paid under Article 48 of Annex 2 "Table 2. Calculation of insurance indemnities for internal organ and soft tissue injuries."	
42.	Consequences of knee joint injury that occur at least 9 months from the date of the injury and that are certified by a medical certificate:	
	a) joint function inadequacy (limited mobility, contracture) b) immobility of the joint (ankylosis) confirmed by X-ray imaging c) joint wobbling that only occurs due to a joint surface resection of joint forming bones (removal by surgery), arthroplasty (internal joint prosthesis)	3 % 10 % 20 %
	Notes:  1. Paid in addition to the indemnities paid under Article 41.  2. In the case of immobility of the knee joint and the hip joint, 30 % of the sum insured shall be paid under item b) of this Article, and item b) of Article 37 shall not apply.  3. In the case of immobility of both the knee joint and the tarsal joint, 30 % of the sum insured shall be paid under item b) of this Article, and item b) of Article 49 shall not apply.  4. Where an insurance indemnity is paid under Article 45, Articles 42 and 43 shall not apply and no additional payments shall be made for the surgeries.	
43.	<u>Shin</u>	
	Shinbone fracture (this Article shall not apply to joint fractures):	
	<ul> <li>a) fibula fracture, chipping (splitting) of bone fragments (parts, splinters)</li> <li>b) shinbone fracture</li> <li>c) fracture of both shinbones</li> </ul>	5 % 8 % 10 %
	Notes:  1. Where a shinbone fracture results in surgery, an additional 5 % of the sum insured shall be paid once (regardless of the number of surgeries); however, where an additional insurance indemnity is paid due to a knee or tarsal joint area surgery, an additional insurance indemnity shall not be paid under this note. Treatment of soft tissues shall not qualify as surgery.  2. Where an insurance indemnity is paid under Article 45, an insurance indemnity shall not be paid under this Article or for the surgeries.	
44.	Consequences of shinbone fractures confirmed by X-ray imaging:	
	a) nonunion of fractured fibula (false joint, pseudoarthrosis) b) nonunion of fractured shinbone	3 % 6 %
	Notes:  1. Paid in addition to the indemnities paid under Article 43.  2. Where an insurance indemnity is paid under Article 45, an insurance indemnity shall not be paid under this Article or for the surgeries.	
45.	Traumatic amputation or severe injury resulting in amputation within one year of the date of the injury:	
	a) shin in any part, as well as through the knee joint (exarticulation) b) the only leg before the injury in the shin part	60 % 100 %
	Notes:  1. Where an insurance indemnity is paid under item a) of this Article, all insurance indemnities paid for the injury of the knee joint area or below of the same leg and for surgery of that part of the leg shall be deducted from it.  2. Where an insurance indemnity is paid under item b) of this Article, any indemnities paid under the insurance contract shall be deducted from it.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
46.	<u>Tarsal joint</u>	
	Injury in the tarsal joint area:	
	a) fracture of one ankle, fracture of the tibia rear edge b) fracture of both ankles, fracture of one ankle with a fracture of the tibia rear edge, tearing (syndesmoses) of the tibia-fibula distal ligament link (syndesmosis), foot subluxation	4 % 7 %
	c) fracture of both ankles with fracture of the tibia rear edge, fracture of one or two ankles with a foot subluxation, full foot dislocation with or without syndesmoses d) fracture of both ankles with fracture of the tibia rear edge and a foot subluxation (dislocation) and syndesmoses	10 % 15 %
	Note: Where surgery is performed due to a bone fracture, syndesmosis or dislocation, an additional 5 % of the sum insured shall be paid once (regardless of the number of surgeries). However, where an additional insurance indemnity is paid for surgery in the tarsal joint area or an insurance indemnity is paid for amputation of the operated part of the foot, an additional insurance indemnity shall not be paid under this note.	
47.	Consequences of tarsal joint area injuries that occur at least 9 months from the date of the injury and that are certified by a medical certificate:	
	a) joint function inadequacy (limited mobility, contracture) b) immobility of the joint (ankylosis) confirmed by X-ray imaging	3 % 10 %
	Notes:  1. Paid in addition to the indemnities paid under Article 46.  2. Where an insurance indemnity is paid under this Article, all insurance indemnities paid for injured tarsal joint and foot of that leg shall be deducted from the indemnity, and an additional insurance indemnity due to surgery of that leg part shall not be paid.  3. In the case of immobility of both the tarsal joint (ankylosis) and the knee joint, item b) of this Article shall not apply, and 30 % of the sum insured shall be paid under item b) of Article 42.	
48.	Traumatic amputation or severe injury resulting in foot amputation at the tarsal joint (exarticulation)	50 %
49.	Foot	
	Single foot injuries:	
	a) fracture or dislocation of one or two bones (except for the sole bone and talus) b) fracture of the sole bone (calcaneus), talus fracture, fracture or dislocation of three or more bones	3 % 7 %
	c) dislocation of the transverse tarsal joint (articulatio tarsi transversa, Chopart's) or the tarsometatarsal joint (articulationes tarsometatarseae, Lisfranc)	10 %
	Note:  If surgery is performed after a bone fracture or dislocation, an additional 5 % of the sum insured shall be paid once (regardless of the number of surgeries). However, where an additional insurance indemnity is paid for tarsal joint area surgery or an insurance indemnity is paid for the amputation of the operated part of the foot, an additional insurance indemnity shall not be paid under this note.	
50.	Consequences of foot injury:	
	a) foot deformation that only occurs due to a bone fracture with displacement or due to dislocated bones, nonunion of one or two fractured sole bones or a false joint (payable in addition to the insurance indemnity payable under Article 49) as confirmed by X-ray imaging	3 %
	b) nonunion of three, four or five fractured sole bones or a false joint (payable in addition to the insurance indemnity payable under Article 49) as confirmed by X-ray imaging	5 %
	c) nonunion of fractured talus or heel bone (pseudoarthrosis) (payable in addition to the insurance indemnity payable under Article 49) as confirmed by X-ray imaging	7 %



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
	Foot amputation:	
	d) amputation of a foot in the area of the metatarsophalangeal joints (articulatio metatarsophalangeae)	25 %
	e) amputation in the sole bone area f) amputation in the area of the cuneiform bones and tarsal joint	35 % 45 %
	Notes:  1. Where surgery is performed after a bone fracture or dislocation, an additional 5 % of the sum insured shall be paid once (regardless of the number of surgeries). However, where an additional insurance indemnity is paid for tarsal joint area surgery or an insurance indemnity is paid for the amputation of the operated part of the foot, an additional insurance indemnity shall not be paid under this note.	
	<ol> <li>Where an insurance indemnity is paid under item d), e) or f) of this Article, any indemnities paid for the injured and operated part of the amputated foot shall be deducted from it.</li> <li>An insurance indemnity paid for different foot injuries may not exceed the insurance indemnity payable for the amputation of the respective part of the foot.</li> </ol>	
51.	<u>Toes</u>	
	Injuries of the toes of one foot:	
	a) fracture or dislocation of one toe (except the big toe) (regardless of the number of fractured or dislocated toe bones), loss of the nail plate (nail)	1 %
	b) fracture of the big toe or fracture or dislocation of any two toes (regardless of the	3 %
	number of fractured and dislocated toe bones) c) fracture or dislocation of three or more toes (except the big toe) (regardless of the number of fractured and dislocated toe bones)	5 %
	Note: An additional insurance indemnity shall not be paid for toe surgeries.	
52.	Traumatic amputation or severe injury of the toes of one foot resulting in amputation within one year of the date of the injury:	
	- big toe (hallux):	
	a) in the part of the nail (rear, distal, secondary) toe bone (phalange) or interphalangeal joint area (loss of nail phalange)	3 %
	b) in the part of the fundamental (proximal, first) toe bone or toe sole joint area (loss of toe)	5 %
	c) the whole toe with the sole bone or its part	8 %
	- second, third, fourth, fifth toes:	
	d) one or two toes in the part of nail (third, distal) or middle (second, medial) toe bones	3 %
	e) one or two toes in the part of fundamental (first, proximal) toe bones or in the area of sole joints (loss of toes)	5 %
	f) three or four toes in the part of nail and middle toe bones g) three or four toes in the part of fundamental toe bones or in the area of sole joints h) three or four toes together with the sole bone or its part	10 % 15 % 20 %
	Notes:  1. An insurance indemnity for all injured and amputated toes of one foot may not exceed 30 %.  2. An additional insurance indemnity shall not be paid for toe surgeries.	
53.	Sesamoid bone fractures	1 %
54.	Avulsion bone fractures (abruption, split, rupture), stress (fatigue-induced, insufficiency-induced) bone fractures, subchondral bone fractures, pressure fractures on joint surfaces	1 %



### **ANNEX 2**

# Table 2. Calculation of insurance indemnities for internal organ and soft tissue injuries

Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
1.	Intracranial (inside the skull) traumatic haemorrhages (effusions), hematomas:	
	a) subarachnoid-subcortical (situated under the arachnoid meninx) haemorrhages, epidural (situated on the dura mater) haematoma, subdural (situated under the dura mater) haematoma	10 %
	b) intracerebral hematoma (in the brain tissue)	15 %
	Notes:  1. If Article 2 applies, this Article shall not apply.  2. Where the skull cavity is opened (trepanning, craniotomy) due to the injuries listed in this Article, an additional 10 % of the sum insured shall be paid, except in cases where an additional insurance indemnity is paid under this Article.  3. Where vision and/or hearing deteriorates (decreases) due to a severe brain injury and it is confirmed during inpatient treatment, an insurance indemnity shall be additionally paid under the relevant Articles of the table.	
2.	Brain injuries:	
	a) concussion b) concussion due to which adequate inpatient treatment was provided for 4 or more days	1 % 3 %
	c) contusion confirmed by X-ray imaging d) disturbance of cerebral structures: brain protrusion outward through a traumatic hole (prolapsus, fluxus, protrusio, fungus cerebri, etc.)	10 % 50 %
	Notes:  1. If Article 1 applies, this Article shall not apply.  2. Where vision and/or hearing deteriorates (decreases) due to a severe brain injury and it is confirmed during inpatient treatment, an insurance indemnity shall be additionally paid under the relevant Articles of the table.	
3.	Consequences of nervous system lesions (traumas, acute accidental poisoning, mechanical asphyxia) that occur at least 6 months from the date of the trauma:	
	a) arachnoiditis of a traumatic (toxic) nature (inflammation of the arachnoid mater), arachnoencephalitis (inflammation of the arachnoid mater and brain)	10 %
	b) traumatic epilepsy, traumatic hydrocephalus (debilitating fluid in the brain),	15 %
	single limb paresis (monoparesis) c) paresis of two or more limbs (hemiparesis, paraparesis)	30 %
	d) single limb paralysis (monoplegia) e) one-sided (half body) paralysis (hemiplegia)	40 % 50 %
	f) significant loss of pelvic organ functions (urination or defecation)	60%
	g) upper and lower limb paralysis (tetraplegia), decortication ("peeled" brain)	100 %
	Notes:  1. The insurance indemnity shall be paid in addition to the insurance indemnities	
	paid under Articles 1–2, if the consequences are confirmed by a medical certificate.	
	2. Only one paragraph of this Article may apply for one injury.	
	3. Articles 3 and 6 shall not be applied together for the same injury. Where the item	
	of these Articles that provides for a greater percentage of the payable insurance indemnity applies, any percentage paid under Article 3 or 6 shall be deducted.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
4.	Post-injury inflammatory complications:	
	a) skull (bone) osteomyelitis (osteitis) b) brain abscesses, purulent meningitis (meningeal inflammation)	15 % 20 %
	Notes:  1. The insurance indemnity under this Article shall be paid in addition to the insurance indemnities paid under Articles 1–2, if the consequences are confirmed by a medical certificate.  2. An insurance indemnity shall not be additionally paid for any surgeries due to the injuries listed in this Article.	
5.	Peripheral injury of the cranial nerves	10 %
	Notes:  1. An insurance indemnity shall be paid if the clinical symptoms of the nerve injury remain for 6 months in the presence of conservative treatment.  2. An insurance indemnity shall be paid immediately if a traumatic nerve injury resulted in reconstructive surgery.	
6.	Injury of any part of the spinal cord:	
	a) shock (commotio medullae spinalis)	4 %
	b) contusion (contusio medullae spinalis) c) compression (compressio medullae spinalis), haemorrhage into the spinal cord (haematomyelia)	10 % 15 %
	d) partial tearing, damage to half the spinal cord (Brown-Séquard syndrome), partial traumatic myelitis of the spinal cord (myelitis traumatica transversa incompleta)	30 %
	e) complete severance of the spinal cord – total myelitis (myelitis totalis, myelitis completa)	100 %
	Notes:  1. Where the spinal cord is damaged but a medical certificate does not specify the nature (form, severity) of the injury, item a) shall apply.  2. Articles 3 and 6 shall not be applied together for the same injury. Where the item of these Articles that provides for a greater percentage of the payable insurance indemnity applies, any percentage paid under Article 3 or 6 shall be deducted.  3. Where surgery is performed for the injuries listed in this Article, an additional one-time payment of 10 % of the sum insured shall be paid.	
7.	Traumatic injuries of the peripheral nerves:	
	a) nerve injury on the shoulder/upper arm level (lesion of the elbow, middle, radial, under upper arm, muscle skin nerves)	10 %
	b) nerve injury on the forearm/wrist level (lesion of the elbow, middle, radial, forearm skin nerves in the forearm area) c) shin/tarsal nerve injury (lesion of the tibial, fibular, shin skin nerves)	5 % 5 %
	d) hip and thigh nerve injury (lesion of the tibial, fibular, shin skin nerves) e) nerve injury in the plexus area (neck, shoulder, lumbar, sacrum)	10 % 25 %
	Notes:  1. Traumatic injuries of peripheral nerves shall include the following lesions: nerve concussion, contusion, compression, rupture, dislocation.  2. Where there are multiple peripheral nerve injuries in several limbs, damage to each limb shall be assessed individually.	
	<ul> <li>3. Damage to the nerves of one limb shall qualify as one injury.</li> <li>4. Where an injury of a peripheral nerve and/or nerve plexus was caused by a closed nerve injury, an insurance indemnity shall only be paid if symptoms of the nerve injury remain for more than 6 months from the date of the trauma and are confirmed by objective examination methods.</li> </ul>	
	5. An insurance indemnity shall not be paid for finger nerve injuries.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
	6. Where surgery is performed due to the injuries listed in this Article (nerve suturing, neuroplastic surgery, plexus reinnervation, etc.), an additional 5 % of the sum insured shall be paid once, regardless of the number of surgeries. 7. An insurance indemnity for traumatic plexitis shall be paid if it remains at least 3 months from the date of the trauma and is confirmed by a medical certificate.	
8.	Visual organs	
	Paralysis of one eye accommodation (eye adaptation to see from different distances), following a health examination at least 3 months from the date of the trauma	10 %
	Note: Where the consequences of trauma are included in several Articles (8–11, 13, 14 and 17), the percentages specified therein shall be added up, but the total insurance indemnity paid under all of them (for injuries of one eye) may not exceed 45 %.	
9.	One eye hemianopsia (extinction of half the field of vision), traumatic strabismus, diplopia (double vision), complete ptosis (complete descent of the eyelid) due to an injury of the eyeball or its attachments, following a health examination at least 3 months from the date of the trauma	10 %
	Note: Where the consequences of trauma are included in several Articles (8-11, 13, 14 and 17), the percentages specified therein shall be added up, but the total insurance indemnity paid under all of them (for injuries of one eye) may not exceed 45 %.	
10.	Narrowing of the visual field (peripheral vision) in one eye, partial eyelid descent (partial ptosis), eyelid entropion due to eye trauma, following a health examination at least 3 months from the date of the trauma	7 %
	Note: Where the consequences of trauma are included in several Articles (8-11, 13, 14 and 17), the percentages specified therein shall be added up, but the total insurance indemnity paid under all of them (for injuries of one eye) may not exceed 45 %.	
11.	Pulsating exophthalmos in one eye (bulging eye), following a health examination at least 3 months from the date of the trauma	15 %
	Note: Where the consequences of trauma are included in several Articles (8–11, 13, 14 and 17), the percentages specified therein shall be added up, but the total insurance indemnity paid under all of them (for injuries of one eye) may not exceed 45 %.	
12.	Single eye injuries that do not impair (reduce) vision:	
	a) non-perforating eyeball injuries (traumatic corneal erosion, corneal abrasions),	2 %
	1st-2nd degree burns, hyphema (haemorrhage into the anterior chamber of the eye) b) perforating eyeball injuries, 2nd or 3rd degree burns, haemophthalmia (haemorrhage inside the eyeball, vitreous body), eyeball membrane (media) post-traumatic scars, spots or nebulas	5 %
	Notes:  1. In the case of a 1st degree eye burn or where the burn level is not specified, an insurance indemnity shall not be paid. In the case of a 1st-2nd degree eye burn, an insurance indemnity shall be paid under item a) and, where any scars, spots or nebulas remain, an indemnity shall only be paid under item b).  2. An insurance indemnity under Article 12 shall not be paid for an eyeball contusion. Where this injury results in any complications, Article 13 shall apply, and where eyesight deteriorates, Article 17 shall apply.  3. The insurance indemnity payable under Article 17 shall be reduced by any insurance indemnity paid under Article 12. Where an insurance indemnity is paid under Article 17, Article 12 shall not apply.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
13.	<b>Post-traumatic diseases, complications, trauma consequences in one eye,</b> following a health examination at least 3 months from the date of the trauma:	
	- keratitis (corneal inflammation), iridocyclitis (inflammation of the iris and ciliary body), chorioretinitis (inflammation of the vascular and retina), scarring trichiasis (eyelash leaning into the eyeball), iris defect, pupil shape alterations, lens dislocation (displacement), foreign bodies remaining in the eyeball, adjacent tissues and eyesocket	5 %
	Note: Where the consequences of trauma are included in several Articles (8–11, 13, 14 and 17), the percentages specified therein shall be added up, but the total insurance indemnity paid under all of them (for injuries of one eye) may not exceed 45 %.	
14.	<b>Damage to tear ducts of one eye due to an injury,</b> following a health examination at least 3 months from the date of the trauma:	
	a) without functional disorder b) with functional disorder	5 % 8 %
	Note: Where the consequences of trauma are included in several Articles (8–11, 13, 14 and 17), the percentages specified therein shall be added up, but the total insurance indemnity paid under all of them (for injuries of one eye) may not exceed 45 %.	
15.	Loss of vision due to injuries of the only eye functioning before the trauma or both eyes functioning poorly before the trauma (blindness)	100 %
16.	Removal of the eyeball of a sightless eye (enucleatio bulbi) due to trauma	10 %
17.	Reduction of vision in one eye (without correction) identified no earlier than 3 months and no later than one year from the date of injury, compared to the vision before and after the injury (see the table to this Article)	
	Notes:  1. The insurance indemnity payable under this Article shall be reduced by any insurance indemnity paid under Article 12. Where an insurance indemnity is paid under this Article, Article 12 shall not apply.  2. Where an artificial lens is implanted or a corrective lens is used because of trauma, the payable insurance indemnity shall be determined with consideration of the vision before the implant or use of the lens.  3. Where consequences of an injury are listed in several Articles (Articles 8–11, 13, 14 and 17), the percentages specified therein shall be summed up, but the total	
	insurance indemnity paid under all of them (for one eye injury) may not exceed 45 %.  4. Where a reduction in vision occurs due to an injury of the optic nerve (nervus opticus – II cranial nerve), the payable insurance indemnity shall be determined either under Article 5 or Article 17, depending on under which Article a greater percentage of the payable insurance indemnity may be determined. Articles 5 and 17 shall not apply together.  5. Complete blindness (0.0) shall be equalled to the optical reduction from less than	
	0.01 to light sensing ( $\infty$ , counting fingers near the face). 6. Where, as a result of trauma, the eyeball of the eye which was sighted before the trauma is removed, as well as in case of shrivelling, an additional 10 % of the sum insured shall be paid.	
	7. Where the treatment and prevention institution documentation does not contain information regarding visual acuity before the trauma, it shall be deemed that visual acuity was normal (1.0) but no better than the vision of the uninjured eye.	

Table of Article 17

Visual acuity before injury	Visual acuity after injury	Insurance indemnity (% of the sum insured)
1,0	0,7	2 %
	0,6	4 %
	0,5	6 %
	0,4	10 %
	0,3	15 %
	0,2	20 %
	0,1	30 %
	< 0,1	40 %
	0,0	45 %
0,9	0,6	2 %
	0,5	4 %
	0,4	6 %
	0,3	10 %
	0,2	20 %
	0,1	30 %
	< 0,1	40 %
	0,0	45 %
0,8	0,5	2 %
	0,4	6 %
	0,3	10 %
	0,2	20 %
	0,1	30 %
	< 0,1	40 %
	0,0	45 %
0,7	0,5	2 %
	0,4	6 %
	0,3	10 %
	0,2	15 %
	0,1	20 %
	< 0,1	30 %
	0,0	35 %

Visual acuity before injury	Visual acuity after injury	Insurance indemnity (% of the sum insured)
0,6	0,4	2 %
	0,3	4 %
	0,2	10 %
	0,1	15 %
	< 0,1	20 %
	0,0	25 %
0,5	0,3	2 %
	0,2	6 %
	0,1	10 %
	< 0,1	15 %
	0,0	25 %
0,4	0,2	4 %
	0,1	6 %
	< 0,1	10 %
	0,0	20 %
0,3	0,1	4 %
	< 0,1	10 %
	0,0	20 %
0,2	0,1	4 %
	< 0,1	6 %
	0,0	10 %
0,1	< 0,1	6 %
	0,0	20 %
< 0,1	0,0	10 %

Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
18.	Hearing organs	
	Consequences of injury of one auricle (lesion, burn, frostbite):	
	a) injury of an auricle and of the area behind the ear, resulting in a scar of 2 cm or longer	1 %
	b) loss of 1/3 to 1/2 of an auricle	3 %
	c) loss of an auricle or more than 1/2 of an auricle	7 %
	Note: The consequences of auricle injury shall be evaluated upon the completion of healing, at least 1 month from the date of the injury.	
19.	Impairment (reduction) in hearing in one ear that occurs at least 3 months from the date of the trauma and that is determined by a health check within 12 months of the date of the trauma:	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
	a) non-hearing of whisper from a distance of up to 3 metres but at least 1 metre (impairment (reduction) of hearing in audiogram up to 30–50 dB)	5 %
	b) non-hearing of whisper from a distance of 1 metre (impairment (reduction) of hearing in audiogram up to 60–80 dB)	10 %
	c) complete deafness in one ear (cannot hear the speaker in the audiogram – less than 91 dB) d) complete deafness in both ears	15 % 60 %
	Notes:  1. Where hearing was reduced before an injury, the disorder shall be evaluated under this Article and deducted from the percentage of the hearing condition after the injury.  2. Occupational hearing disorders of employees of certain categories (working in conditions of increased noise: blasters, gunners, radio and television sports commentators, etc.) shall not qualify as a consequence of an insured event.  3. The insurance indemnity payable under this Article shall be reduced by any insurance indemnity preliminarily paid under Article 20.  4. Where an insurance indemnity is paid under Article 5 due to an injury of the vestibulocochlear nerve (nerves vestibulochochlearis – VIII cranial nerve), items a)	
20.	and b) of this Article shall not apply.  Traumatic rupture of one eardrum without hearing reduction	3 %
	Notes:  1. Where an eardrum is ruptured and hearing is impaired as a result of an injury, the payable insurance indemnity shall be determined under Article 19 only and this Article shall not apply.  2. Where the Insured Person applies due to impaired hearing as a result of an eardrum rupture within 3 months of the date of the trauma, it is recommended to preliminarily pay an insurance indemnity under this Article and schedule a health examination to be performed by an otolaryngologist no earlier than 3 months from the date of the trauma.  3. Eardrum perforation due to inflammation shall not be an insured event.  4. Where an eardrum was ruptured due to a fracture of the skull foundation (skull median pit), an insurance indemnity shall not be paid under this Article and shall be paid under Article 1.	
21.	Lung injury, contusion, haemothorax (accumulation of blood in a lung), pneumothorax (air in the pleural cavity), traumatic pneumonia (lung inflammation), exudative pleurisy (weeping inflammation of the pleura), foreign body remaining in the pectoral cavity:	
	a) on one side b) on both sides	3 % 6 %
	Notes:  1. An insurance indemnity shall be paid, if the listed consequences occur due to a direct injury of the thoracic area or its organs. Where the cause of these consequences (diseases) is different (e.g. due to cold, organ surgeries not related to direct thoracic area injuries, or due to complications), insurance indemnities shall not be paid.  2. An insurance indemnity under this Article may be paid in addition to indemnities paid under item b) of Article 23.  3. Where there are several consequences of an insured event as listed in this Article, an insurance indemnity shall be paid only once, regardless of the number of consequences.  4. Where acute pneumonia is caused by accidental acute poisoning with chemicals irritating the respiratory tract or pneumotoxic poisons, ½ of the percentages indicated in this Article shall be paid.	
22.	Lung injury resulting in:	
	<ul><li>a) removal of one lobe of the right lung</li><li>b) removal of two lobes of the right lung or one lobe of the left lung</li><li>c) removal of an entire lung</li></ul>	10 % 30 % 60 %



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
23.	Penetrating chest injury resulting in:	
	a) thoracocentesis, drainage, pericardiocentesis b) thoracoscopy c) thoracotomy	1 % 5 % 10 %
	Notes:  1. After one injury, an insurance indemnity shall only be paid under one item of this Article.  2. Where a lung or part thereof is removed due to an injury to the chest or the chest organs, an insurance indemnity shall be paid under Article 22, and this Article shall not apply.  3. Where an insurance indemnity is paid under item c) of this Article, Article 21 shall not apply.	
24.	Larynx (or just the vocal cords), thyroid cartilage (cartilago thyroidea), trachea, bronchus injury, hyoid bone fracture, upper respiratory tract burns or similar injury, bronchoscopy (bronchial inspection with a bronchoscope) performed due to trauma, traumatic mediastinal injury	3 %
25.	Larynx (or just the vocal cords), thyroid cartilage, trachea, mediastinal, bronchial injury, hyoid bone fracture or surgical manipulations performed due to trauma, which resulted in the following consequences 3 months from the date of the trauma:	
	<ul><li>a) severe voice hoarseness, mediastinitis (mediastinal inflammation)</li><li>b) loss of voice (aphonia)</li><li>c) functioning tracheostomy</li></ul>	15 % 35 % 40 %
	Notes:  1. The insurance indemnity shall be paid under this Article if a medical certificate confirms that the said consequences occur after at least 3 months from the date of the injury.  2. The insurance indemnity payable under this Article shall be reduced by the insurance indemnity (if any) paid under Article 24.	
26.	<u>Cardiovascular system</u>	
	Injury of the heart, pericardium and large arterial blood vessels  Notes:	40 %
	1. Large arterial blood vessels include the following: aorta, pulmonary, brachiocephalic, carotid artery (trunk), internal jugular, superior and inferior vena cava, portal vein, as well as arterial vascular trunks that ensure internal organ blood flow.  2. Where an insurance indemnity is paid under this Article, Article 23 shall not apply.	
	3. Where blood vessel restoration surgery is performed after an injury of major blood vessels, an additional 15 % of the sum insured shall be paid.	
27.	Injury of the large peripheral blood vessels:	
	<ul><li>a) damage to both vessels in the wrist or tarsal area</li><li>b) damage to the forearm or shin blood vessels</li><li>c) damage to the upper arm or thigh vessels</li></ul>	3 % 5 % 10 %
	Notes:  1. Large peripheral blood vessels include the following: arteries – subclavian, axillary, brachial, ulnar, radial, iliac, femoral, popliteal, peroneal; veins – subclavian, axillary, femoral and popliteal.  2. Where blood vessels are damaged in the lower third of a forearm or shin, it shall be deemed that they are damaged in the wrist or tarsal area respectively.  3. Where blood vessel restoration surgery is performed after an injury of major peripheral blood vessels, an additional 5 % of the sum insured shall be paid.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
28.	Injury (lesion, burn, frostbite) of the tongue, oral cavity that results in:	
	a) wound to the tongue diagnosed and sutured b) loss of the tongue tip or the tongue in the distal third c) loss of the tongue in the middle third d) loss of the tongue in the root area (postsulcal third) or loss of the whole tongue	2 % 10 % 30 % 60 %
	Note: An insurance indemnity shall be paid under items b), c) and d) of this Article based on a medical certificate if it accurately specifies the loss level. If necessary, the loss level must be determined.	
29.	Injury (wound, rupture, burn) to the pharynx, salivary glands, oesophagus, stomach, intestine (any part thereof, except the oral cavity) and esophagogastroscopy to remove foreign bodies from the oesophagus or stomach	3 %
30.	Oesophageal injury (wound, burn) resulting in:	
	a) oesophageal narrowing (stenosis) b) oesophageal obstruction with gastrostoma (stomach opening outside through the abdominal wall), as well as the condition after oesophageal plastic surgery (reconstruction of the oesophagus or its part)	40 % 80 %
	Note: An insurance indemnity under this Article shall only be paid where the said consequences occur after at least 6 months from the date of the injury and this is confirmed by a medical certificate. Before that, an insurance indemnity may be preliminarily paid under Article 29 and later deducted from the indemnity paid under this Article.	
31.	Digestive organ damage (rupture, burn, wound) resulting in:	
	a) gastritis (stomach lining inflammation), duodenitis (duodenum inflammation), cholecystitis (gallbladder inflammation), pancreatitis (pancreas inflammation), gastroenteritis (small inflammation), proctitis (rectal inflammation), paraprocitis (rectal cell environment inflammation), and	5 %
	salivary gland fistula formation b) narrowing of the stomach, intestine, anus or their deformation due to scars c) coalescence disease developed after surgeries of the abdominal area, a functioning pancreatic fistula	20 % 30 %
	d) intestine fistula (ileostoma – ileum opening to the outside, enterostoma – small intestine opening to the outside), intestinal vaginal fistula (enterovaginalis, rectovaginalis)	50 %
	e) non-natural, artificial anus (colostomy)	80 %
	Notes:  1. An insurance indemnity under items a), b) and c) of this Article shall only be paid where the listed consequences remain at least 6 months from the date of the injury and under items d) and e) – where the consequences remain 9 months from the date of the injury and it is confirmed by a medical certificate. Before that, an insurance indemnity may be preliminarily paid under Article 29 or 37 and later deducted from the indemnity paid under this Article.  2. When there are several consequences listed in this Article because of one injury, an insurance indemnity shall be paid under the item which provides for the most severe consequences.  3. An insurance indemnity under paragraph c) of this Article shall be paid only once, regardless of the number of surgeries.	
32.	Hernia in the anterior abdominal wall, diaphragmatic injury area or postoperative scar area (if surgery was performed due to an injury), as well as the condition after such hernia surgery	5 %
	Notes:  1. Insurance indemnities shall not be paid for hernia caused by physical tension (including lifting heavy weights) (umbilical, epigastric, inguinal, groin scrotum).  2. An insurance indemnity under this Article shall be paid in addition to the indemnity paid for abdominal injury if the hernia is a direct consequence of the injury.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
33.	Traumatic liver (capsule), gallbladder damage (rupture) not requiring surgery	5 %
34.	Traumatic liver, gallbladder damage requiring surgery:	
	a) liver suturing, removal of the gallbladder	15 %
	b) liver suturing and removal of the gallbladder	20 %
	c) removal of a part or section of the liver	25 % 35 %
	d) removal of a part of the liver and the gall bladder	33 %
	Notes:	
	1. An insurance indemnity may only be paid under one item of this Article that	
	corresponds to the consequences of the injury.  2. An insurance indemnity payable under this Article shall be reduced by the any	
	indemnities paid after the injury under Article 33.	
35.	Traumatic injury of the spleen:	
	a) subcapsular rupture that did not require surgery	5 %
	b) subcapsular rupture that required surgery	10 %
	c) due to which the spleen was removed	20 %
36.	Lesions of the pancreas, stomach, intestine (mesentery) resulting in:	
	a) formation of a pancreatic cyst of a traumatic nature (retroperitoneal tumour full	7 %
	of liquid or fluid content) b) removal (resection) of a part of the stomach, or a part of the intestine (mesentery),	20 %
	or a part of the pancreas	
	c) removal of a part of the stomach and a part of the intestine and/or a part of the pancreas	35 %
	d) removal of the entire stomach	60 %
	e) removal of the entire stomach and a part of the intestine and/or a part of the pancreas	80 %
	Note:	
	An insurance indemnity shall be paid for the formation of a cyst where it is a direct	
	consequence of the pancreas trauma as confirmed by a medical certificate 6 months from the date of the trauma.	
37.	Injury of the abdominal organs due to which surgery was performed:	
		1 0/
	a) paracentesis b) laparoscopy, diagnostic laparotomy	1 % 5 %
	c) laparotomy due to an injury of the abdominal organs	10 %
	Note:	
	Where an insurance indemnity is paid for an injury of abdominal organs under Articles	
	31, 34–36, an insurance indemnity shall not be paid under this Article and any	
20	indemnity preliminarily paid under it shall be deducted.	
38.	Urinary and reproductive system	
	Traumatic injury of a kidney:	
	a) rupture for which surgery was not performed, retroperitoneal, perinephric	3 %
	haematoma (haemorrhage in the abdominal tissues)	10.0
	b) kidney suturing, haematoma drainage, lumbotomy c) traumatic damage to a kidney due to which haemodialysis was performed	10 % 15 %
	d) removal of part of a kidney	20 %
	e) removal of a kidney	40 %
	Note:	
	Note: Where an insurance indemnity is paid under this Article, Article 37 shall not apply.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
39.	Injuries of the urinary system organs:	
	a) rupture of a ureter confirmed during inpatient treatment b) ureter, urethra obstruction, functioning epicystostomy, fistulas of urinary or genital organs	5 % 20 %
	Notes:  1. Where the consequences (complications) of an injury are included in several items of this Article, an insurance indemnity shall only be paid under one item that describes the most severe consequences (complications).  2. An insurance indemnity shall be paid under item b) of this Article if the consequences (complications) listed in the item remain at least 9 months from the date of the injury (identified less than one year from the date of the injury) and this is confirmed by a medical certificate. Before that, an insurance indemnity may be preliminarily paid under Article 40 and later deducted from the indemnity paid under this Article.	
40.	Injuries of the urinary system organs resulting in:	
	a) puncture (trocar) or cystostomy (opening of the bladder and stitching into the abdominal wall), cystotomy (opening of the bladder), haemodialysis (blood cleansing by an artificial kidney) was performed	5 %
	b) surgery was performed due to suspected damage to urinary system organs c) surgery of damaged organs is performed	5 % 15 %
	Notes:  1. Where an injury results in the removal of a kidney or part thereof, an insurance indemnity shall be paid under Article 39 and no insurance indemnity shall be paid under this Article.  2. After one injury, paragraphs a), b) and c) shall not apply together.	
41.	Traumatic injury to the reproductive system in women resulting in:	
	<ul><li>a) removal of one ovary and/or one fallopian tube</li><li>b) removal of both ovaries (or the only remaining functional ovary)</li><li>c) removal of one or two ovaries and the womb</li></ul>	20 % 40 % 70 %
	Note: Where an insurance indemnity is paid for injuries of the genital system under this Article, an insurance indemnity under Article 37 shall not be paid.	
	Traumatic injury of the reproductive organs in men resulting in:	
	d) testicular torsion due to direct trauma, removal of one testicle e) removal of a part (no less than ½) of the penis or both testicles f) removal of both testicles and/or complete removal of the penis	5 % 30 % 70 %
42.	Rape of the Insured Person	30 %
	Note: An insurance indemnity shall only be paid under this Article if the fact of rape is confirmed by forensic expert evaluation, an investigation institution or court.	
43.	Soft tissues	
	Injury to the face, front and side of the neck, the underjaw area (due to mechanical, chemical, thermal or other acute forced impact, and the condition after skin grafting) resulting in the following after the period of healing:	
	a) a scar of up to 2 cm, a pigmented spot (after a burn due to direct contact with hot liquids, appliances, chemicals) of up to 3 cm <sup>2</sup>	1 %
	b) a 2-5 cm scar, a pigmented spot (after a burn due to direct contact with hot liquids, appliances, chemicals) of with an area of 3 cm <sup>2</sup> or bigger	3 %
	c) a 5 cm or longer linear scar, a 2 cm² or larger scar or pigment sport	5 %



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
	d) a linear scar longer than 8 cm, a 5 cm <sup>2</sup> or larger scar or pigment sport e) damage to one half of the face: remains of unnatural, large spots contrasting with normal	10 % 25 %
	complexion, unsightly scars f) damage to the whole face: remaining deformations of facial soft tissues, unnatural, large spots contrasting with normal complexion, unsightly scars	35 %
	Notes:  1. When calculating the payable insurance indemnity for scars or pigmented spots that formed during a single event under the relevant Article of this table, the dimensions shall be added together.  2. The insurance indemnity percentage payable under items e) and f) shall be determined upon the completion of the healing process and upon examination of the Insured Person's health condition at least 9 months from the date of the injury. Where the health examination reveals that the remaining consequences of damage to the face are smaller compared to the ones listed in item e), an insurance indemnity shall be paid under item a), b), c) or d) with consideration of performed surgical manipulations and treatment durations.  3. Where damage to the face complies with the criteria listed in item e) or f) (with consideration of the possible consequences of any earlier traumas), any indemnities paid under that insurance contract after the earlier traumas for a damaged, injured or cosmetically damaged face shall be deducted from the payable insurance indemnity.  4. An insurance indemnity shall not be paid for abrasions, scratches, or bruising.  5. An insurance indemnity shall not be paid for post-surgical and amputation scars.	
44.	Damage to the soft tissues in the head area of hair growth (due to mechanical, chemical, thermal or other acute forced impact, and the condition after skin grafting) resulting in the following after the period of healing:	
	a) a linear scar of up to 2 cm b) a 2-10 cm linear scar c) a 10 cm or longer linear scar, scalping  Notes:  1. When calculating the payable insurance indemnity for scars or pigmented spots that formed during a single event under the relevant Article of this table, the dimensions shall be added together. 2. An insurance indemnity shall not be paid for post-surgical and amputation scars.	1% 3 % 6 %
45.	3. An insurance indemnity shall not be paid for abrasions, scratches, or bruising.  Damage to the soft tissues of the torso, limbs (due to mechanical, chemical, thermal or other acute forced impact, and the condition after skin grafting) resulting in the	
	following after the period of healing:	1.0/
	a) an up to 5 cm long linear scar, an up to 2 cm² large scar, an up to 5 cm² large pigmented spot b) a 5 cm or longer linear scar, a 2 cm² or larger scar, a 5 cm² or larger pigmented spot c) a scar from 0.25 % of the body surface area or pigment sport d) a scar of 0.5–1 % of the body surface area or pigment sport e) scars of over 1 % of the body surface area or pigment sport f) scars of over 5 % of the body surface areas or pigment sport g) scars of over 10 % of the body surface areas or pigment sport	1% 2 % 3 % 5 % 10 % 15 % 20 %
	Notes:  1. Scars and pigmented spots shall be measured upon completion of the healing period, no earlier than 3 months from the date of the trauma.  2. When calculating the payable insurance indemnity for scars or pigmented spots that formed during a single event under the relevant Article of this table, the dimensions shall be added together.  3. 1 % of the body surface area shall be equal the palmar area of the Insured Person (palm and fingers combined). This area shall be measured in square centimetres, by multiplying the length of the palm (measured from the palm's distal fold to the tip of the end phalange of finger III) by the width of the palm (measured by the line connecting the palm bone heads of fingers II-V) (excluding finger I).  4. An insurance indemnity shall not be paid for abrasions, scratches, or bruising.  5. An insurance indemnity shall not be paid for post-surgical and amputation scars.	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
46.	Burn disease (burn shock, burn intoxication, burn anuria, burn toxaemia)	10 %
47.	Open or closed injury of soft tissues resulting in the following: muscular hernia, post-traumatic periostitis (periosteal inflammation), unresorbed haematoma (punctured or subjected to other surgical intervention):	
	a) when there is one of the listed consequences	1 %
	b) when there are two or more of the listed consequences	3 %
48.	Traumatic partial rupture or rupture of a muscle, tendon, ligament:	
	a) in the hand, foot, finger/toe area	1 %
	b) in the wrist, tarsal area	2 %
	c) in the shoulder, upper arm, forearm, hip, shin, thigh, abdomen, back, neck area	3 %
	d) lateral and cruciate knee joint ligament rupture confirmed by MRI (magnetic resonance imaging) or by performed surgery	3 %
	e) meniscus rupture confirmed by MRI (magnetic resonance imaging) or by performed surgery	3 %
	Notes:  1. Where an insurance indemnity is paid for the injuries listed in items a), b) and c) of this Article, an additional payment for surgeries shall not be provided.  2. Where both menisci of one knee joint are ruptured during one bodily injury (trauma),	
	an insurance indemnity shall be paid for the rupture of one meniscus.  3. Where a lateral and cruciate knee joint ligament rupture or meniscus rupture results in surgery, an additional 2 % of the sum insured shall be paid once.  4. Where several tendons are ruptured during an injury, the insurance indemnity percentages shall be added up, but the insurance indemnity may not exceed 8 % of the sum insured.	
	5. Where the consequences listed in this Article occur in limbs with degenerative changes, grade III-IV joint surface chondromalacia, grade III-IV arthrosis and/or in the case of repeat rupture of a meniscus, ligament, tendon, the payable insurance indemnity shall be reduced by 50 %.	
49.	Traumatic tearing of a joint, muscle, tendon, ligament	1 %
50.	Notes:  1. Where a tarsal joint or Achilles tendon injury results in surgery, an additional 3 % of the sum insured shall be paid once (regardless of the number of surgeries). However, where an additional insurance indemnity is paid due to knee joint or shin surgery, an additional insurance indemnity shall not be paid under this note for the tarsal joint surgery and shall only be paid for the Achilles tendon surgery.  2. An insurance indemnity shall not be paid for a repeat Achilles tendon injury.	4 %
51.	Other consequences of an insured event	
	Consequences of various traumatic injuries, haematogenous osteomyelitis (this Article shall not apply in the case of finger and toe injuries):	
	a) phlegmon (cellulitis), bedsores that formed during the period of injury treatment b) autotransplantation performed due to an insured event (skin, muscle, tendon, bone)	5 % 5 %
52.	Traumatic, haemorrhagic (anaemic, i.e. related to blood loss), fat embolism	10 %
53,	Insured events due to which the Insured Person received inpatient treatment for more than 2 days, where an insurance indemnity is not paid under other Articles of this table: traumatic asphyxia, accidental acute poisoning with chemical (toxic) substances, injury by electrical current (electrical networks, equipment, via atmospheric electrical discharge), if it resulted in inpatient treatment of the Insured Person:	



Article	Consequences of an insured event	Payable insurance indemnity (as a percentage of the sum insured)
	a) 3-7 days b) 7-15 days c) 16 or more days	3 % 7 % 10 %
	Notes:  1. Where, due to the events listed in this Article, there are any consequences for which insurance indemnities are paid under other Articles, payments shall only be made under this Article or only under the other Articles, depending on which Article provides for a higher insurance indemnity.  2. Where an insurance indemnity was paid under this Article and it is later established that a greater insurance indemnity is payable under other Article(s), then any indemnity paid under other Article(s) shall be reduced by the indemnity paid under this Article.	
54.	Health disorder caused by incorrect diagnosis, treatment or prevention measures (including medicine injections)  Note: The conclusion of law enforcement institutions or the Commission on the Evaluation of Damage Inflicted upon the Health of Patients that investigated the event that specifies that the health disorder appeared due to incorrect diagnosis, treatment or preventative measures (including medicine injections).	5 %
55.	Miscarriage (loss of pregnancy) due to trauma, whereby an insured event was recognised in respect of the Insured Person and an insurance indemnity was paid under other Articles of Annex 1 "Table 1. Calculation of insurance indemnities for bone and joint injuries" or Annex 2 "Table 2. Calculation of insurance indemnities for internal organ and soft tissue injuries"	25 %