

# TRAVEL INSURANCE TERMS AND CONDITIONS NO 56

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Non-official translation.  
In case of disagreement, certified Lithuanian version  
of Terms and Conditions will be used.



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## DEAR CLIENT,

Thank you for choosing Lietuvos draudimas and taking care of yourself and your loved ones.

We have extensive experience in carrying out insurance activities, and we continuously seek to offer the best insurance services to our clients. Our hopes are that you will be satisfied with our insurance coverage.

Living midst the whirlwind of events, it is important to take care of your safety and that of your loved ones in order to ensure that when facing misfortune, you and your family receive financial assistance. It is not always easy to find several hundreds or thousands of euros that may be necessary if struck by an accident or other unpleasant surprises during travel.

Our travel insurance is developed to make sure that in the event of trouble or accidents during travel, you or your family are able to reduce your financial losses.

We know that, having insured yourself and your family members, you wish to have the security of high quality insurance coverage. Therefore, we kindly ask you to read the insurance terms and conditions thoroughly. These terms and conditions define the situations in which the travel insurance

applies and, most importantly, in which it does not. Read it carefully and if you have difficulty understanding any of the clauses do not hesitate to call us at 1828 or your Lietuvos draudimas representative. We will gladly answer all your questions. Once you take out insurance, we will prepare the insurance policy, in which we will clearly state the volume and scope of the insurance coverage you selected.

The present terms and conditions define all possible insurance clauses, however, when taking out insurance, you can choose a particular coverage scope. Therefore, in order to know your coverage, make sure to read both these terms and conditions and your insurance policy.

Please note that this address does not constitute an integral part of the insurance terms and conditions.

## CONTENT OF THE TRAVEL INSURANCE TERMS AND CONDITIONS

Travel insurance terms and conditions define the coverage conditions applicable during travel of persons. The insurance options are presented below; the description of the options is provided further in the Terms and Conditions.



**Medical expenses and repatriation insurance:** indemnification of expenses on necessary medical service provided abroad and/or repatriation of the Insured Persons in case of the insured event.



**Baggage insurance:** indemnification of expenses incurred due to the loss or delayed delivery of baggage during travel abroad.



**Third-party liability insurance:** indemnification of expenses where damages are incurred to the health, life and/or property of the third parties during travel abroad.



**Accident insurance:** indemnity payment is paid in relation to the damages to health or death of the Insured Person due to an accident during travel abroad.



**Unforeseen travelling expenses insurance:** indemnification of expenses due to trip cancellation, travel plan changes, loss of passport, personal ID card or driving licence during travel abroad.



**Foreigner medical expenses and repatriation insurance:** indemnification of expenses on necessary medical service provided to the Insured Person on the territory indicated in the Insurance Policy or repatriation of the Insured Person in case of the insured event.

### IMPORTANT

Make sure to familiarise with the conditions in which the insurance terms and conditions apply or do not apply. The detailed description is provided below in the Travel Insurance Terms and Conditions.

When taking out insurance, you can choose the insurance option that best meets your needs

or the combination package indicated in the insurance policy. Upon occurrence of the event, refer to the present terms and conditions and the insurance policy in order to verify whether a specific event is insured, i.e. whether you are entitled to indemnification.

# A. ABOUT TRAVEL INSURANCE

## A.1. CONTRACT AND PARTIES THERETO

1. *Insurance contract* shall mean the present Insurance Terms and Conditions, Insurance Policy and, in the cases indicated in the Insurance Policy, the numbered annexes to the Insurance Contract.
2. *Insurance Terms and Conditions* (hereinafter – the Terms and Conditions) shall mean the standard conditions of the Insurance Contract which are the integral part of the Insurance Contract. The Insurer and the Policyholder hereby agree on the insurance options' conditions and conditions stated in the Insurance Policy that are applicable to the Insurance Contract, and shall specify them in the Insurance Policy.
3. *Insurance policy* shall mean the document issued by the Insurer to confirm the conclusion of the Insurance Contract.
4. *Insurer* shall mean Lietuvos Draudimas AB.
5. *Policyholder* shall mean any person who has applied to the Insurer concerning the conclusion of the Insurance Contract, or to whom the Insurer has offered to conclude the Insurance Contract, or who has concluded the Insurance Contract with the Insurer.
6. *Insured person* shall mean the natural person indicated in the Insurance Contract, to whom the Insurer shall be obliged to pay the indemnity payment upon occurrence of the insured event in accordance with the procedure set forth in the present Terms and Conditions.
7. *Beneficiary* shall mean the Insured Person or any other natural or legal person who, under the conditions set forth in the Insurance Contract or legal acts, is entitled to the indemnity payment, or the third party, in the event of third-party liability.
8. *Third party* shall mean the person who is not associated by insurance relationship with the Insurer, the Policyholder or the Insured Person. The person associated with the Insurer, the Policyholder or the Insured Person by labour or insurance relations, or close relatives of the Insured Person shall not be deemed to be the third parties.
9. *Close relatives* shall mean the persons in the common household living with the Insured Person or the Insured Person's spouse, children, step-children, parents, step-parents, brothers and sisters, spouse's parents, spouse's siblings, parents' siblings, parents of the parents (grandparents), spouses of siblings, children of siblings, grandchildren and parents of the children's spouses.
10. *Family members* shall mean the persons in the common household living with the Insured Person or the Insured Person's spouse, children, children's spouses, parents, brothers and sisters, spouse's parents, parents of the parents (grandparents) and grandchildren.
11. *Persons associated with the Policyholder and/or the Insured Person* shall mean the Policyholder's employees and persons who have been authorised or otherwise legally entrusted to store and care for the insured object by the Policyholder and/or the Insured Person, as well as other legal representatives authorised in the procedure set forth by the law.

## A.2. INSURED OBJECT AND CONCEPTS

12. *Insured object* shall mean insurable proprietary interest, defined in the Insurance Contract.
13. *Insurance risk* shall mean probable threat to the insured object.
14. *Insured event* shall mean an incident specified in the Insurance Contract, upon occurrence of which, the Insurer is obliged to provide the indemnity payment.
15. *Exclusion* shall mean an incident specified in the Insurance Contract and/or laws, upon occurrence of which the Insurer does not pay the indemnity payment.
16. *Insurance options* shall mean the medical expenses and repatriation insurance, baggage insurance, third-party liability insurance, accident insurance, unforeseen travelling expenses insurance, and foreigner medical expenses and repatriation insurance.
17. *Country of permanent residence* shall mean the country of habitual or predominant residence, which the person deems to be the place of existence of his/her personal, social or economic interests, or in which the person holds the residence permit. If the person resides in several countries, the place of his/her residence shall be considered to be the country he/she has the most affiliation with (where he/she holds property or major part thereof, etc.). The country where the person moves for study or business trip purposes shall not be deemed to be the country of permanent of residence.
18. *Damages* shall mean the destruction, damage, loss of property, injury or death of a person due to the insured events specified in the Insurance Contract and the related expenses (direct losses). The damages could be defined in a different manner in the insurance terms and conditions and/or conditions described in the Insurance Policy, depending on the insured object.
19. *Losses* shall mean the monetary expression of the damages incurred.
20. *Subrogation* (Insurer's right of recourse) shall mean the right of the Insurer to claim the amounts paid from the person responsible for the damages caused.
21. *Carrier* shall mean the company permitted to provide carriage services of passengers and cargo.
22. *Accident* shall mean a sudden and unexpected event, during which the body of the Insured Person is, against his/ her will, affected by the external physical, thermal or chemical force resulting in bodily damages or cause of death of the Insured Person.
23. *Acute health disorder* shall mean a sudden occurrence of health condition requiring emergency medical service.
24. *Bodily injury* shall mean damages to integrity of tissues caused to the Insured Person during travel abroad by a sudden external physical, chemical or thermal impact that resulted in the impairment of the functions.
25. *Life-threatening condition* shall mean an acute, life-threatening health condition which occurred due to acute health disorders or bodily injuries.
26. *Pandemic* shall mean an outbreak of a pandemic disease prevalent over the whole world. The start of pandemic shall be declared by the World Health Organisation.
27. *First medical aid* shall mean emergency out-patient or in-patient medical aid, without provision of which, damage would be caused to the health of the Insured Person.
28. *Emergency medical services* shall mean the qualified health care services provided by a doctor in case of danger to life of a patient or bystanders, or when there is a threat of complications.
29. *Patient's documents* shall mean the medical file and other documents, which contain the records of the patient's health condition, treatments administered and methods used.
30. *Emergency dental services* shall mean the medical service provided by a dentist in order to alleviate acute toothache and, whenever necessary, insert a temporary filling.
31. *Finding expenses* shall mean the expenses incurred for the purposes of tracking the Insured Person's location, when the exact location is unknown either to the Insured Person or the rescue services.
32. *Assistance expenses* shall mean the costs of assistance services of the company administering the event (report registration, confirmation of the validity of the insurance coverage for the medical institution, phone consultations of the Insured Person, organisation of repatriation, etc.).

### A.3. SUM INSURED

33. *Sum insured* shall mean the monetary amount calculated in the established procedure and indicated in the Insurance Contract, or provisions of the options of the Insurance Terms and Conditions and/or conditions provided for in the Insurance Policy, which cannot be exceeded when the Insurer indemnifies the losses incurred due to the insured event. The sum insured shall not be recoverable, i.e., upon payment for the full sum insured, the Insurer's obligation to pay indemnity payment shall cease.
34. *Deductible* shall mean the amount or percentage, by which the Insurer shall reduce the indemnity payment payable in case of each insured event. The deductible shall be stated in the provisions of the options of the Insurance Terms and Conditions and/or conditions provided for in the Insurance Policy.

### A.4. COVERAGE TERRITORY AND PERIOD

35. The territory on which coverage applies shall be established upon agreement between the Insurer and the Policyholder, and indicated in the Terms and Conditions and the Insurance Policy; the coverage period shall be stated in the Insurance Policy.
36. The coverage territory of the medical expenses and repatriation insurance, baggage insurance, third-party liability insurance and accident insurance options shall be the country indicated by the Insured Person as his/her travel destination and stated in the Insurance Policy, as well as the transit countries on route to the destination, except the territory of the Republic of Lithuania and the territory of the country of permanent residence of the Insured Person, or in which the Insured Person holds a permanent residence permit or citizenship. If the insured transit country is not indicated in the Insurance Policy, the coverage in the transit countries shall only be valid, if no more than 24 hours are spent in each of these countries.
37. The coverage territory of the unforeseen travelling expenses insurance option is the entire world.
38. The coverage territory of the foreigner medical expenses and repatriation insurance option is the country or countries indicated in the Insurance Policy, except the territory of the country of permanent residence of the Insured Person, or in which the Insured Person holds a permanent residence permit or citizenship.
39. The inception date of coverage of the medical expenses and repatriation insurance, baggage insurance, third-party liability insurance and accident insurance options is indicated in the Insurance Policy, however, it shall not be before the payment date of the premium, and not before the Insured Person leaving Lithuania crosses the state border of the Republic of Lithuania. The coverage shall expire at 24:00 on the date indicated in the Insurance Policy, however, no later than the moment of crossing of the state border of the Republic of Lithuania by the Insured Person upon his/her return to Lithuania.
40. The inception date of the unforeseen travelling expenses insurance and foreigner medical expenses and repatriation insurance options is indicated in the Insurance Policy, however, it shall not be before the payment date of the premium. The coverage shall expire at 24:00 on the date indicated in the Insurance Policy.

### A.5. GENERAL EXCLUSIONS

41. The events shall be deemed to be exclusions and the indemnity payments shall not be paid in the following cases:
  - 41.1. If the Insurance Contract was concluded after occurrence of the insured event;
  - 41.2. If the event occurred while the Insured Person was serving or working in the military, armed or security forces or participating in any military formations while performing the functions of institutions ensuring public security;

- 41.3. If the event occurred due to war, invasion, acts of a foreign enemy, armed hostilities, or acts of military nature (regardless of whether war has been declared or not), civil war;
- 41.4. If the event occurred due to rebellion, strike, riot, lockout, boycott, civil unrest, uprising of the population, military uprising, coup, revolution, military or usurped power;
- 41.5. If the event is related to the act of terrorism.  
*Act of terrorism* shall mean, including but not limited to, any use of force or violence and/ or threat to use it by any person or group(-s) of persons acting independently or on behalf of any organisation(-s) or government(-s), or in association with them, committed due to the political, religious, ideological or ethical purposes and causes, including the attempts to exert influence on the government and/or terrorise the society or a sector of the society;
- 41.6. If the event occurred due to confiscation or destruction of assets, or seizure thereof upon the order of the state authorities;
- 41.7. If the event occurred due to the actions (acts or omission thereof) of the Policyholder, the Insured Persons, aggrieved third parties or any persons acting under their authorisation, which violate the resolutions of the United Nations regarding the sanctions, prohibitions and/or restrictions imposed or the trade and economic sanctions imposed by the European Union, the United Kingdom or the United States of America, as well as the provisions of laws or other legal acts;
- 41.8. If the event occurred due to radiation or other effects of nuclear energy or impact of radioactive emissions, as well as due to the use of chemical and biological weapons;
- 41.9. If the event occurred due to an earthquake or other seismic activity;
- 41.10. If the event occurred due to intentional acts of the Policyholder and/or persons related to the Policyholder and/or the Insured Person, and/or due to the intentional acts of the close relatives of the Insured Person and/or the Beneficiary, unless the intentional actions or omission thereof are socially valuable (necessary defence or relevance, or performance of civic duty, etc.);
- 41.11. If the event occurred as a result of actions or omissions and the pre-trial investigation authorities established the resulting signs of an intentional crime, or if the Insured Person was resisting state officials, or while the Insured Person was held at the temporary holding facilities, during arrest or while serving an imprisonment sentence;
- 41.12. If the event occurred when operating the self-propelled vehicle or other self-propelled machinery while the Insured Person was under the influence of alcohol or narcotic or toxic substances and/or in the absence of the valid driving licence of the required category, or if the operation of the self-propelled vehicle or other self-propelled machinery was transferred to another person who was under the influence of alcohol or narcotic or toxic substances or did not possess the valid driving licence of the required category. The provisions of this paragraph shall apply in accordance with the laws in force in Lithuania;
- 41.13. If the event is the suicide committed by the Insured Person, as well as the bodily injuries related to the Insured person attempted to commit suicide or intentional self-harm committed by the Insured Person;
- 41.14. If the event occurred in a country travelling to which is recommended against by the Ministry of Foreign Affairs (the list of countries is available at <https://keliauk.urm.lt>). When the recommendation is published:
- 41.14.1. before the date of conclusion of the insurance contract, the insurance coverage shall not be valid in all cases until the recommendation not to travel has been revoked;
- 41.14.2. after the conclusion of the insurance contract, this paragraph shall not apply for the first 7 days following the publication of the recommendation not to travel.
- 41.15. If the event occurred due to the damages related to electronic attacks, viruses, illegal information systems (e.g., server), computer, phone block, disruption or block of internet operation, malicious modification or disturbance of operations, compromised security of IT systems, consequences on the IT infrastructures, systems and/or data produced by malicious external or internal activities, and related business interruption or other consequential losses, including expenses on restoration of data, software systems and equipment;

- 41.16. If the event occurred while the Insured Person was engaged in activities not covered under the insurance option selected and indicated in the Insurance Policy (applicable only in case of the medical expenses and repatriation insurance, accident insurance and foreigner medical expenses and repatriation insurance options):

INSURANCE COVERAGE applies (+) or does not apply (-) to the activity	TRIP TYPE INDICATED IN THE INSURANCE POLICY						
	Tourism / study / private trip	Business (except physical labour)	Physical labour	Sports	Winter sports	Life-threatening and/or extreme sports/activities / Professional sports	Carriers
Private leisure, tourism, cultural, personal trips, study abroad, etc.	+	+	+	+	+	+	-
Business trips (except physical labour): conferences, administrative work, meetings, cultural and team outings, etc.	-	+	+	+	+	+	-
Paid physical labour, e.g., construction, cleaning services, nursing, loading, transloading, motor vehicle or vessel repair, agriculture, etc.	-	-	+	-	-	-	-
Sports trips (training, preparation for contests or participation therein)	-	-	-	+	+	+	-
Winter sports (see, paragraph 42)	-	-	-	-	+	+	-
Life-threatening and/or extreme sports/activities (see, paragraph 42)	-	-	-	-	-	+	-
Professional sports (see, paragraph 42)	-	-	-	-	-	+	-
Long distance driver activities	-	-	-	-	-	-	+

42. Concepts used in paragraph 41.16:

42.1. *Life-threatening and/or extreme sports/activities* shall mean the branches of sport or other activities related to the risk that is higher than in other branches of sport or leisure activities

(where the probability of a trauma is higher than in traditional types of sport, while the safety of the participant only partially depends on his/her abilities and preparation, i.e., the risk is posed by the environment where sport is practised, and/or natural forces used to practise sport (wind, waves, snow, etc.)), and which require special physical and psychological abilities and preparation and/or specialised equipment, and which involve performance of various physical stunts. Life-threatening and/or extreme sports/activities shall include:

- 42.1.1. combat or contact sports, such as box, wrestling, rugby and analogous sports branches;
  - 42.1.2. piloting of flying machines and flying as a passenger (gliding, aerobatics, paragliding, hot air ballooning or other lightweight flying machines), except charter and regular flights intended for carriage of passengers;
  - 42.1.3. air sports, such as parachuting, kitesurfing, etc.;
  - 42.1.4. water sports, such as scuba diving at a depth higher than 20 metres, cave diving, shipping or sailing outside the territorial waters (except cruise ships, ferries and other shuttle boats) and analogous branches of sports/activities.  
*Territorial waters* shall mean the strip of the sea (ocean) next to the state coast, which belongs to the territory of that country;
  - 42.1.5. motor vehicle, motorcycle (including water and snow) and quad sports, carting, mounting driving in any vehicles on the roads not intended for driving;
  - 42.1.6. bicycle sports (cyclo-cross, mounting biking, BMX sport);
  - 42.1.7. professional, sport or other activities involving the use of firearms or other cold weapons (target shooting, biathlon, hunting, activities of security guards, etc.);
  - 42.1.8. speleology, expeditions to the mountains, jungle, desert or other uninhabited areas;
  - 42.1.9. mountain hikes at an altitude higher than 4 kilometres, mountaineering using mountaineering gear, natural or artificial rock climbing;
  - 42.1.10. skiing and snowboarding sport on unmarked mountain tracks, jumping (including acrobatic), bobsleigh, speed skating, ice hockey, skiing in the mountains where the skiers are brought by a helicopter;
  - 42.1.11. higher risk paid physical labour: ship repair and construction, work in mines and oil platforms, natural gas platforms and forest management.
- 42.2. The following activities shall not be deemed life-threatening and/or extreme sports/activities: surfing, wakeboarding, rafting, quad riding outside the mountains.
- 42.3. *Winter sports* shall mean skiing on a piste using a snowboard or mountain skis.
- 42.4. *Professional sports* shall mean the activities of the Insured Person where the income is received from participation in any sport training and/or contests.

## B. MEDICAL EXPENSES AND REPATRIATION INSURANCE

### B.1. INSURED OBJECT

43. The insured object is the insurable proprietary interests of the Insured Person related to the emergency medical service rendered abroad or repatriation of the Insured Person in case of the insured event.

*Necessary medical service* shall mean the first medical aid and emergency medical care provided by the health care institutions (outpatient and inpatient), which cannot be postponed until the Insured Person returns to Lithuania.

*Repatriation expenses* shall mean the expenses incurred on transfer of the Insured Person from the hospital abroad for further treatment at a hospital in Lithuania or at a hospital in the country of permanent residence of the Insured Person, which have been substantiated by the financial and medical documents; in the event of death of the Insured Person, the expenses on transportation of his/her remains or urn to Lithuania or to the country of permanent residence.

### B.2. INSURED EVENTS

44. The insured event is when the Insured Person contacts the health care institution due to an accidental bodily injury and/or sudden acute health disorder, if the first symptoms causing the life-threatening condition of the Insured Person that require necessary medical service occurred during the period of validity of the Insurance Contract.

### B.3. EXCLUSIONS

45. The events indicated in Section B.2 (Insured events) of the present Terms and Conditions shall be deemed to be exclusions and the indemnity payments shall not be paid in the following cases:
- 45.1. Insured Person's alcohol poisoning, poisoning with narcotic or chemical toxic substances or non-prescription medicines;
  - 45.2. events that occurred during the coverage period, which for the objectively identified reasons have not been substantiated with documents issued by the health care institution;
  - 45.3. the cause of the health disorder or death is the disease due to which the pandemic has been declared;
  - 45.4. the event is indicated as exclusion in Section A.5 (General exclusions).

## B.4. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE POLICYHOLDER AND/OR INSURED PERSON

46. In addition to the obligations indicated in Section I.1 (Pre-contractual rights and obligations of the parties) and Section I.4 (Obligations of the parties during the validity period of the insurance contract) of the present Terms and Conditions, in case of occurrence of the insured event, the Policyholder and the Insured Person shall have the following obligations:
- 46.1. To notify the Insurer (Insurer's representative) within 24 hours about the insured event due to which the Insured Person receives necessary medical service at a hospital;
  - 46.2. To ensure that no later than within 30 calendar days following occurrence of the insured event the Policyholder, the Insured Person or his/her authorised person presents the documents substantiating the event (if due to objective reasons the Policyholder was unable to present the substantiating documents within 30 calendar days, this term shall be extended for up to 10 business days as of the date of return to Lithuania):
    - 46.2.1. patient's documents and original invoices issued by the treatment institution. The documents presented shall state the Insured Person's name, surname, date of the insured event, reason and date of contacting the health care institution, duration of treatment, description of the medical services provided, price of each service provided and the total price of the services provided;
    - 46.2.2. in the event of death of the Insured Person – a copy of the death certificate endorsed by the notary public or original certificate, and the original invoices for transportation of remains (urn) or burial (cremation) abroad.
  - 46.3. If the Policyholder is a legal entity, to ensure that the Policyholder, the Insured Person or his/her authorised person, in addition to the documents indicated in paragraph 46.2 of the present Terms and Conditions, presents the following:
    - 46.3.1. a copy of the travel order of the Insured Person, which states the start date, duration (if known in advance) and countries of travel, or another document confirming the fact of temporary work of the Insured Person.
    - 46.3.2. The European Health Insurance Card or a certificate provisionally replacing it (it can be ordered at [www.vlk.lt](http://www.vlk.lt)), if the Insured Person is insured with compulsory health insurance in the Country of permanent residence, study or workplace.
  - 46.4. If the health disorder occurred while in the United States or Canada, to request an indication of the medical institution where the medical care will be provided, if this is possible depending on the nature of the health disorder, its circumstances and consequences;.

## B.5. CALCULATION AND PAYMENT OF THE INDEMNITY

47. The indemnity payment due to the insured event shall be paid to the Policyholder, the Insured Person or their legal representative or authorised person, the health care or another institution providing the services, upon provision of the documents substantiating the event and damages incurred.
48. Without exceeding the sum insured, the Insurer shall indemnify the following:
- 48.1. Expenses on necessary medical service at the outpatient and/or inpatient health care institution;
  - 48.2. Expenses on the medicines required for treatment of the Insured Person and prescribed by a doctor, and on dressing and fixating materials;
  - 48.3. Expenses on rent of crutches and wheelchair for a period up to 30 calendar days or purchase of crutches, if they have been prescribed by the treating physician for the first time after the accident;
  - 48.4. Expenses on emergency dental services that do not exceed the amount of EUR 200 during the validity period of the Insurance Contract;

- 48.5. Expenses on necessary medical service due to pregnancy complications that do not exceed the amount of EUR 200 throughout the validity period of the Insurance Contract. In the event of ectopic pregnancy, the indemnity payment limit shall not apply;
  - 48.6. Expenses on transportation by medical or other transport due to emergency medical reasons;
  - 48.7. Expenses on transfer of the Insured Person from the hospital abroad to the hospital in Lithuania for further treatment or, expenses, not exceeding the latter, on transportation to the hospital in the country of permanent residence for further treatment. The necessity of these expenses must be confirmed in writing by the Insurer on the basis of the recommendations of the treating physician, without exceeding the necessary medical service;
  - 48.8. Additional substantiated expenses on accommodation and return to the country of permanent residence, which were incurred by the person accompanying the Insured Person, who, according to the recommendations issued by the treating physician, was requested to stay or travel with the Insured Person due to his/her health condition. The expenses on accommodation abroad of the person accompanying the Insured Person shall be indemnified for a period no longer than 10 calendar days and no more than EUR 100 per day. The necessity of these expenses must be confirmed in writing by the Insurer;
  - 48.9. Substantiated reasonable expenses on arrival to the Insured Person, accommodation and return of one person, if in the opinion of the doctor, due to the accident or illness during travel, the Insured Person's health is in danger. The expenses on accommodation abroad of the person arriving to assist the Insured Person shall be indemnified for a period no longer than 10 calendar days and no more than EUR 100 per day. The necessity of these expenses must be confirmed in writing by the Insurer;
  - 48.10. In the event of death of the Insured Person abroad, the expenses on transportation of his/her remains to Lithuania (expenses on transportation to the country of permanent residence without exceeding the latter) or expenses on burial (cremation) abroad and urn transportation to Lithuania without exceeding the latter (expenses on transportation to the country of permanent residence without exceeding the latter). The necessity of these expenses must be confirmed in writing by the Insurer;
  - 48.11. Expenses on transportation of the Insured Person's children, step-children, foster children and grandchildren under the age of 16 who were left without adult supervision due to acute health disorder, bodily injuries or death of the Insured Person abroad. The necessity of these expenses must be confirmed in writing by the Insurer;
  - 48.12. Necessary phone call expenses related to the insured event, when making calls to the health care institution, insurance or assistance company, which do not exceed EUR 50 throughout the validity period of the Insurance Contract. These expenses shall be indemnified according to the presented call record log.
49. If due to the health conditions of the Insured Person, his/her return or transportation to Lithuania is not possible, the validity of the insurance coverage for treatment of this health disorder may be extended, however, no more than for 28 calendar days.
50. If the expenses related to the insured event exceed the sum insured, they shall be indemnified in the order of priority: medical, repatriation, assistance and other expenses. The expenses exceeding the sum insured must be borne by the Insured Person.
- Medical expenses* shall mean the expenses substantiated by the financial and medical documents, which were incurred when due to acute health disorder or bodily injury in an accident that occurred during travel abroad, the Insured Person contacted the health care institution.
51. The compulsory health insurance system shall be invoked first for the compensation of the medical expenses. Under the present Terms and Conditions, the Insurer shall indemnify the treatment expenses, which the compulsory health insurance system is not obliged to compensate or actually does not compensate within the time period indicated in the legal acts. If, under the provisions of the present Terms and Conditions, the Insurer indemnifies the treatment expenses which must have been compensated by the compulsory health insurance system, however, it failed to do so, the Insurer shall be entitled to recover the amounts paid from the compulsory health insurance system.

## B.6. NON-INDEMNIFIABLE EXPENSES

52. The Insurer shall not indemnify for the expenses related to the following:
- 52.1. treatment and diagnostic of diseases, which the Insured Person was aware of or the onset of which was prior to entry into effect of the Insurance Contract (irrespective of whether they have been treated or not), except sudden attacks that put the Insured Person in a life-threatening situation;
  - 52.2. oncology diseases, diagnostic and treatment thereof, irrespective of the stage;
  - 52.3. mental disorders and nerve diseases, reactive conditions and psychological traumas;
  - 52.4. treatment of chronic diseases and/or aggravation thereof, except in cases where the life of the Insured Person is in danger;
  - 52.5. pregnancy-related consultations and tests, irrespective of the term of gestation, childbirth, care for newborns after childbirth, pregnancy termination not due to the insured event, all diseases related to pregnancy, its termination and childbirth;
  - 52.6. pathological bone fractures, loss of organs (their functions) or acquired bodily defects and traumas sustained during the disease-related seizures (epilepsy), treatment of those diseases and related previously sustained results of traumas;
  - 52.7. sexually transmitted diseases and health disorders sustained due to these diseases, diagnostic and treatment thereof;
  - 52.8. injuries, illness and death of the Insured Person, if related to the human immunodeficiency virus (HIV/AIDS, as well as the related mutations or variations);
  - 52.9. aesthetic plastic surgeries and prostheses (including dental and optic);
  - 52.10. dental treatment not due to the insured event;
  - 52.11. services, which are not medically indicated or have not been prescribed by a medical specialist;
  - 52.12. consequences, if the Insured Person refuses to comply with the orders of the doctor contacted in relation to the insured event;
  - 52.13. alternative medicine (refusing to recognise official medicine) treatments;
  - 52.14. treatment at a medical facility that does not possess the respective licence, or by a person who does not hold the right to engage in such activities;
  - 52.15. rehabilitation treatment and physiotherapy;
  - 52.16. treatment at the sanatoriums, health resorts or other facilities of a similar nature;
  - 52.17. provision of medical service that was not necessary, including transportation to Lithuania, if the necessary medical service was provided to the Insured Person abroad, and further hospitalisation in Lithuania is not indicated;
  - 52.18. disinfection, preventive vaccination, medical expert examinations and laboratory tests, which are not related to the Insured Person's disease or bodily injury due to the insured event;
  - 52.19. extra comfort conditions (deluxe hospital room, television, telephone, conditioner, etc.);
  - 52.20. payments made for the services provided in the Republic of Lithuania or country of permanent residence or country of citizenship;
  - 52.21. purchase and repair of spectacles, hearing aid, prostheses and other devices;
  - 52.22. further treatment of the Insured Person upon refusal to return to Lithuania, if, in the opinion of the treating physician, the Insured Person's health condition allows to travel to Lithuania;
  - 52.23. purchase of medicines and medical aid due to the insured event that have not been prescribed by the doctors;
  - 52.24. treatment of the Insured Person at a hospital, medical transportation to Lithuania, transportation of remains or burial, where no written consent of the Insurer has been received;
  - 52.25. arrival of the accompanying person to the Insured Person and return, if no written consent of the Insurer has been received;
  - 52.26. accommodation of the accompanying person abroad and travelling, if no written consent of the Insurer has been received;

## B. MEDICAL EXPENSES AND REPATRIATION INSURANCE

- 52.27. transportation of the Insured Person's children (step-children, foster children, grandchildren) under the age of 16 to Lithuania, if no written consent of the Insurer has been received;
- 52.28. finding the Insured Person;
- 52.29. financial sanctions imposed by the state institutions, as well as the contractual or legally binding penalties (including, default interest, fines and debt recovery expenses).

## C. BAGGAGE INSURANCE

### C.1. INSURED OBJECT

53. The insured object is the insurable proprietary interests of the Insured Person related to the expenses incurred due to the loss or late delivery of his/her baggage during travel abroad.
- Baggage* shall mean the personal belongings of the Insured Person (not rented or entrusted), which he/she brought on the trip abroad, including checked or carry-on baggage.
- Loss of baggage* shall mean missing baggage, theft, destruction, total loss of the baggage, which was confirmed by the documents issued by the carrier or other related institutions.
- Missing baggage* shall mean non-delivery of baggage checked in with the carrier within 21 calendar days or longer, except in cases where prior confirmation of the loss of baggage is received from the carrier.
- Delayed delivery of baggage* shall mean delivery of the Insured Person's baggage delayed for more than 6 hours according to the baggage transfer schedule agreed upon between the carrier and the Insured Person, which was confirmed by the document issued by the carrier company or related institutions.

### C.2. INSURED EVENTS

54. The insured event shall be damages, loss or delayed delivery of the Insured Person's baggage confirmed by the documents..

### C.3. EXCLUSIONS

55. The events indicated in Section C.2 (Insured events) of the present Terms and Conditions shall be deemed to be exclusions and the indemnity payments shall not be paid if the event occurred due to:
- 55.1. wear and tear or devaluation, rust, fungus, discolouration and other natural changes of properties of the insured property due to a gradually acting cause;
  - 55.2. abrasions, scratches, tear, paint chipping, spotting or other changes of external appearance of the insured property, which do not produce functional changes of the insured property;
  - 55.3. spillage of fat, colouring, flammable or corrosive fluids, which were stored in the Insured Person's baggage;
  - 55.4. effects produced by insects, parasites or rodents;
  - 55.5. theft from a vehicle, except where:
    - 55.5.1. in the countries of the Schengen Area and European Union, the vehicle was parked in the designated and properly marked guarded or non-guarded place, and the baggage was stored in the locked baggage compartment of the vehicle;

- 55.5.2. on territories of other countries, the vehicle was parked in the guarded parking lot (fenced territory designated for parking of vehicles, provided with video surveillance or security staff).
- 55.6. theft from a dwelling, if the dwelling was left unlocked or windows were not closed, and there are no obvious signs of break-in;
- 55.7. the Insured Person failed to take the necessary and reasonable measures to salvage the insured property;
- 55.8. effects of medicines, alcohol and/or narcotic substances on the Insured Person due to his/her physical or mental condition;
- 55.9. delayed delivery, seizure or confiscation of baggage by the order of any official authorities (customs officials, police and/or other competent authorities);
- 55.10. delivery of delayed baggage in the territory of the Republic of Lithuania or in the country of permanent residence;
- 55.11. restrictions imposed by the competent authorities or other circumstances, which the Insured Person was aware of or should have been aware of prior to acquisition of the tickets, or which are directly related to occurrence of the insured event;
- 55.12. exclusions indicated in Section A.5 (General exclusions).

#### **C.4. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE POLICYHOLDER AND/OR INSURED PERSON**

- 56. In addition to the obligations indicated in Section I.1 (Pre-contractual rights and obligations of the parties) and Section I.4 (Obligations of the parties during the validity period of the insurance contract) of the present Terms and Conditions, in case of occurrence of the insured event, the Policyholder and the Insured Person shall have the following obligations:
  - 56.1. To present a written statement to the nearest police department no later than within 12 hours of the moment the theft was noticed;
  - 56.2. To contact the responsible carrier's representative and obtain a completed baggage delay, damage or loss form from this representative, if the baggage was partially or fully damaged, lost or delayed for more than 6 hours due to the fault of the carrier;
  - 56.3. To notify the Insurer about the insured event within the period set forth in paragraph 144.4 of the present Terms and Conditions, and attach the following documents to the event notification:
    - 56.3.1. a copy of the ticket and baggage tag (label, sticker) or a copy thereof;
    - 56.3.2. a document issued by the carrier or law enforcement institution confirming baggage loss, damages or delay for longer than 6 hours;
    - 56.3.3. in the event of delayed baggage delivery, the document substantiating the expenses on purchase of necessary items;
    - 56.3.4. the loss statement;
    - 56.3.5. a document issued by the carrier confirming the compensations paid out, or a copy thereof.

#### **C.5. CALCULATION AND PAYMENT OF THE INDEMNITY**

- 57. The indemnity payment due to the insured event shall be paid to the Insured Person, his/her legal representative or authorised person, without exceeding the sum insured and taking into account the value of the items and deductible (if any), upon provision of the documents substantiating the event and damages incurred, as indicated in paragraph 56.3 of the present Terms and Conditions.

58. If the baggage was lost or damaged, the indemnification shall include the price of the lost items at the replacement value on the date of the event, however, no more than EUR 150 per item and in total no more than the sum insured indicated in the Insurance Policy for all the items.
59. If the delivery of the baggage is delayed, the indemnification shall include the expenses on purchase of the necessary items, however, in total no more than EUR 150 for all the items.
60. If the baggage has been lost irretrievably, and the Policyholder received the indemnity payment under paragraph 59 of the present Terms and Conditions, this amount paid shall be deducted from the total indemnity payment payable under paragraph 58 of the present Terms and Conditions.

## C.6. NON-INDEMNIFIABLE EXPENSES

61. The expenses shall not be indemnified, if:
  - 61.1. the Insured Person failed to report the event in writing to the nearest police department or carrier within 12 hours of the loss of baggage or delayed delivery, and did not receive their written confirmation of the event.
62. The expenses on the following items shall not be indemnified:
  - 62.1. documents, credit cards, securities, bonds, travel tickets, cash and keys;
  - 62.2. accessories, jewellery, gemstones and articles thereof;
  - 62.3. sports equipment (skis, bicycles, climbing and diving gear, surfboards, boats, etc.);
  - 62.4. items of occupational value (information materials or articles that are valuable due to the occupational activities of the Insured Person);
  - 62.5. music instruments, art works, antiques and unique articles and collections;
  - 62.6. hardware and software, domestic appliances, sound, video, cinematography and photography equipment, binoculars, telescopes, mobile phone, watches, fragile items (made of glass, porcelain, clay, marble, etc.);
  - 62.7. spectacles, contact lenses, any types of prostheses and other medical articles, except in cases of damages due to an accident, during which the Insured Person sustained bodily injury;
  - 62.8. spare parts and parts of equipment of vehicles, trailers, mobile homes and boats;
  - 62.9. transit items (items which the Insured Person brought on the trip to give to someone during the trip);
  - 62.10. animals, plants and seeds;
  - 62.11. religious cult articles;
  - 62.12. unpackaged items, which were left on the seats in a vehicle or in another visible place;
  - 62.13. items left unsupervised in a public place;
  - 62.14. food and drinks;
  - 62.15. weapons;
  - 62.16. illegally transported baggage;
  - 62.17. items sent separately or by post.

## D. THIRD-PARTY LIABILITY INSURANCE

### D.1. INSURED OBJECT

63. The insured object is the insurable proprietary interests of the Insured Person related to the third-party liability of the Insured Person arising under the laws in force applicable to the actions (acts or omission thereof) of the Insured Person, being a natural person, resulting in damages to the third person's health, life and/or property during travel abroad.
- Third-party liability* shall mean the obligation of the Insured Person to indemnify the damages incurred to the third party by committing the actions prohibited by law, or infringement of the general duty to act carefully and diligently.

### D.2. INSURED EVENTS

64. The insured event shall be the actions (acts or omission thereof) of the Insured Person resulting in damages to the third party's health and life, as well as non-material damages manifesting as a result of damages to health or life, damages to movable and real property, including events indicated in paragraph 65 of the present Terms and Conditions, if all the conditions indicated below have been met:
- 64.1. Damages have been incurred during the coverage period and on the territory indicated in the Insurance Policy;
  - 64.2. The claim for restitution of damages has been presented to the Insured Person no later than within 30 calendar days of the date of occurrence of damages.  
*Claim* shall mean a written notification presented to the Insurer under which the Insured Person is being held responsible for the damages caused to the third party;
  - 64.3. In accordance with the laws in force in the place of the event, the Insured Person must bear the liability for the damages.
65. The insured event shall also be the Insured Person's third-party liability arising from:
- 65.1. Damages incurred while using the temporary dwelling rented for leisure (the lease contract concluded for no more than 30 calendar days);
  - 65.2. Damages to movable property leased from legal entities, except wear and tear, depreciation and loss of marketable appearance.  
*Movable property* shall mean the property (item), which can be moved from one place to another without alterations to its purpose of use and essential reduction of its value.  
Water, land and snow vehicles with any type of engine (except electric bicycles and kick scooters), aircraft and ships are not considered movable property;
  - 65.3. Damages caused by the Insured Person's pets (except fighting dogs – dogs bred for fights and their hybrids);

- 65.4. Liability of the Insured Person, being a non-professional game or non-professional contest participant, towards another participant of such game, contest or championship.

### D.3. EXCLUSIONS

66. The exclusions shall include the Insured Person's liability arising due to the following:
- 66.1. Misfeasance or nonfeasance of the contract (contractual liability). If the extent of liability for damages under the contract is greater than that established by law in the absence of the contract, the insurance coverage shall be valid to the extent to which the liability for the damage would arise under law in the absence of the contract.
  - 66.2. Indirect damages or loss of income, which do not result from damages to the third party due to his/her bodily injuries (including death) or destruction or damage to his/her tangible assets;
  - 66.3. Non-material damages arising not due to damages incurred by the third party from his/her bodily injuries (including death);
  - 66.4. Material damages incurred due to gradual and continuous impact of gas, steam, moisture, sedimentation (dust, soot, smoke, etc.), wastewater, decomposition and fungus;
  - 66.5. Materials damages incurred due to soil sedimentation, changes of the levels of groundwaters, landslides, vibration (due to the excavation, explosion or construction work at the insured location);
  - 66.6. Damages incurred to the property of the third parties entrusted to the Insured Person, which the latter uses or manages, controls or stores, except the property entrusted that is described in paragraphs 65.1 and 65.2;
  - 66.7. Damages incurred due to the business or professional activities irrespective of the type of trip;
  - 66.8. Damages incurred due to the use of firearms (hunting, etc.);
  - 66.9. The Insured Person's claim presented to the Policyholder, or the Policyholder's claim presented to the Insured Person, or the Insured Person's claim presented to another Insured Person;
  - 66.10. Damages to the third party incurred due to the disease transmitted by the Insured Person, or damages incurred due to the ill animal/animals held or sold by the Insured Person;
  - 66.11. Damages incurred to the person who concluded the employment contract with the Insured Person or carried out work at his/her household, if such liability arises from the employment relations;
  - 66.12. Damages incurred to the close relatives of the Insured Person or to the Persons associated with the Policyholder and/or the Insured Person;
  - 66.13. Fines, penalties, default charges or other sanctions of similar nature set forth in the contracts and laws;
  - 66.14. Damages incurred due to any impact exerted by the Insured Person on the wild animals;
  - 66.15. Liability of the Insured Person, being a professional game or professional contest participant, towards another participant of such game, contest or championship.
  - 66.16. Damages to the movable property leased by the Insured Person from natural persons;
  - 66.17. Damages to personal documents, credit cards, securities, bonds, cash, gemstones and articles thereof, precious metals, jewellery, musical instruments, art works, antiques and unique articles, software, data media, mobile phones, laptops and tablets;
  - 66.18. Damages that occurred not due to the Insured Person's actions, but due to the actions of the persons who the Insured Person is responsible for (e.g., minor children, foster children);
  - 66.19. Sanctions imposed by the state authorities, as well as any contractual or legally binding penalties (including default interest, fines and debt recovery expenses);
  - 66.20. Operation of motor vehicles, aircrafts and vessels;
  - 66.21. Exclusions indicated in Section A.5 (General exclusions).

#### **D.4. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE POLICYHOLDER AND/OR INSURED PERSON**

67. In addition to the obligations indicated in Section I.1 (Pre-contractual rights and obligations of the parties) and Section I.4 (Obligations of the parties during the validity period of the insurance contract) of the present Terms and Conditions, in case of occurrence of the insured event, the Policyholder and the Insured Person shall have the following obligations:
  - 67.1. To take all necessary reasonable precautionary measures in order to ensure protection against damages or reduce them, for the purposes of preventing claims under the present Insurance Contract;
  - 67.2. To provide the possibility for the Insurer to assess the amount of loss and make it possible for the Insurer to settle the damages through negotiation between the parties;
  - 67.3. To present to the Insurer all the available information and documents related to the claim regulation;
  - 67.4. To immediately notify the Insurer about initiation of legal proceedings in relation to the claim;
  - 67.5. To notify the Insurer about the event, during which damages have been incurred, which could result in a claim under paragraph 144.4 of the present Terms and Conditions.

#### **D.5. CALCULATION AND PAYMENT OF THE INDEMNITY**

68. Unless otherwise indicated in the Insurance Contract, the deductible in the amount of EUR 60 shall apply to each insured event.
69. The maximum indemnity payment for property indicated in paragraph 65.1 shall be EUR 1,000 per event and for the entire validity period of the contract.
70. The maximum indemnity payment for property indicated in paragraph 65.2 shall be EUR 500 per event and for the entire validity period of the contract.
71. The indemnity payment due to the insured event shall be paid to the Policyholder, the Insured Person or their legal representative or authorised person, or to the aggrieved third party, upon provision of the documents substantiating the event and damages incurred.
72. Without exceeding the sum insured, the indemnification of the third party's losses, investigation and litigation expenses shall be provided:
  - 72.1. the indemnity payment shall cover the losses the Insured Person is liable for. The indemnity payment shall be calculated in accordance with the standards governing damages indemnification in force in the Republic of Lithuania, case law and law in force in the place of occurrence of the damages;
  - 72.2. Where several persons are jointly liable for the damages incurred, the Insurer shall indemnify for the part of the damages due by the Insured Person, taking into account his/her fault and efforts made to prevent occurrence of the event that resulted in damages;
  - 72.3. The indemnification shall be provided for the substantiated and necessary expenses incurred because upon occurrence of the insured event the Insured Person took the available reasonable measures in order to mitigate any potential damages pursuant to the Insurer's orders, if such orders have been provided to the Insured Person;
  - 72.4. The indemnification shall be provided for the Insured Person's expenses incurred while regulating/investigating the event, which were approved in advance in writing by the Insurer.
  - 72.5. If the judicial proceedings are also related to the claims of another nature, the indemnification shall be provided for the part, which has been incurred in relation to examination of the claim for indemnification of losses, the indemnification of which is set forth in the Insurance Contract.

## E. ACCIDENT INSURANCE

### E.1. INSURED OBJECT

73. The insured object is the insurable proprietary interests of the Insured Person related to damages incurred to the Insured Person's health or death due to accident during travel abroad.

### E.2. INSURED EVENTS

74. The insured event shall be the bodily injury of the Insured Person sustained in an accident and provided for in the annex to the present Terms and Conditions 'Table of Indemnity payments', or death of the Insured Person no later than within one year of the date of occurrence of the accident.

### E.3. EXCLUSIONS

75. The events indicated in Section E.2 (Insured events) of the present Terms and Conditions shall be deemed to be exclusions and the indemnity payments shall not be paid in the following cases:
- 75.1. If the Insured Person died from the disease, including those carried by insects or other animals (e.g., malaria, rabies, etc.);
  - 75.2. If the event occurred because the health care institution was administering a wrong or unsuitable treatment;
  - 75.3. If the event, within the coverage period, is not confirmed by the medical document and/or diagnostic tests;
  - 75.4. If the bodily injuries and/or complications therefrom have been sustained due to the attacks caused by diseases (such as diabetes, epilepsy or other diseases causing convulsive seizures of the whole body);
  - 75.5. If the event is related to developmental disorders, congenital diseases and abnormalities, psychological or mental disorders, pathological bone fractures, and recurrent bone (joint) dislocations (partial dislocations);
  - 75.6. If the Insured Person was late to contact the health care institution for treatment or the Insurer for indemnification, due to which the Insurer is unable to verify the date and circumstances of the event, and the medical documents do not confirm occurrence of the insured event;
  - 75.7. If the event is deemed to be an exclusion under Section A.5 (General exclusions).

#### **E.4. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE POLICYHOLDER AND/OR INSURED PERSON**

76. In addition to the obligations indicated in Section I.1 (Pre-contractual rights and obligations of the parties) and Section I.4 (Obligations of the parties during the validity period of the insurance contract) of the present Terms and Conditions, in case of occurrence of the insured event, the Policyholder shall be obliged to notify the Insurer in writing about the event no later than within 30 calendar days. If the Insured is undergoing inpatient treatment in the health care institution, the insured event must be reported not later than within 30 calendar days following the last inpatient treatment day of the Insured. If the Insured Person has been declared deceased, the insured event must be reported within 30 calendar days of the final court judgement declaring the Insured Person deceased.

#### **E.5. CALCULATION AND PAYMENT OF THE INDEMNITY**

77. In the event of death of the Insured Person due to an insured event, the Insurer shall pay a benefit in the amount of 100% of the sum insured.
78. The loss of employment (children – degree of disability) following bodily injuries must be confirmed by the competent state authorities no later than within one year following occurrence of the accident.
79. In the event of bodily injury of the Insured Person, the amount of indemnity payment shall be determined in accordance with Table of Indemnity payments attached as annex to the present Terms and Conditions.
80. The indemnity payment in relation to bodily injuries of the Insured Person shall be paid to the Insured Person; in the event of death of the Insured Person – to the legal heirs.
81. In cases where the court declares the Insured Person deceased, the indemnity payment shall be paid, if the court judgement provides that the cause of death of the Insured Person could have been an accident and the presumed date of death falls within the validity period of the insurance contract.
82. If the court recognised the Insured Person as missing, the indemnity payment shall not be paid.

# F. UNFORESEEN TRAVELLING EXPENSES INSURANCE

## F.1. INSURED OBJECT

83. The insured object is the insurable proprietary interests of the Insured Person related to expenses due to trip cancellation, travel plan changes, loss of passport, personal ID card or driving licence during travel abroad.

*Cancelled trip* shall mean inability of the Insured Person to travel due to the reasons outside control of the latter.

*Trip/travel* shall mean departure of the Insured Person from Lithuania abroad that was planned in advance, time spent abroad and return to Lithuania.

*Start of trip* shall mean the time of departure of the first means of transport announced by the carrier.

*End of trip* shall mean the time of arrival of the last means of transport announced by the carrier.

*Means of transport* shall mean the means of transportation of passengers by road, air, water or rail, the date and time of departure and/or arrival of which are known in advance (publicised and indicated in the travel documents).

*Change of travel plans* shall mean the interrupted trip, late arrival to take the trip, missed connection and unforeseen extended travelling due to the reasons outside the Insured Person's control.

*Interrupted trip* shall mean the inability of the Insured Person to continue the journey after start of the trip (prior to the expected end date of the trip).

**Late arrival to take the trip** shall mean late arrival to the start point of the trip.

*Missed connection* shall mean late arrival to take the connecting means of transport after start of the trip.

*Extended travelling* shall mean a situation where the Insured Person did not return to the end destination upon end of the trip.

## F.2. INSURED EVENTS

84. In case of cancelled trip, the insured event shall be the cancelled departure of the Insured Person to the expected destination due to the reasons listed below, which occurred no earlier than 7 calendar days following payment of the premium:
- 84.1. Death of the Insured Person;
  - 84.2. Death of the close relatives of the Insured Person, if it occurred no earlier than 7 calendar days before the start of trip;
  - 84.3. Fire, flood, explosion, storm, heavy rain, hail or theft that occurred at the permanent residence place of the Insured Person no earlier than 7 calendar days before start of trip, which resulted in significant damages to the Insured Person's property. In all the cases, the significant damages shall be deemed to be damages that exceed the amount of EUR 1,500, unless otherwise provided for in the Insurance Contract;

- 84.4. Health disorder, bodily injury or life-threatening condition of the Insured Person or close relatives travelling together, due to which the treating physician does not recommend to travel on the set date of departure.  
*Persons travelling together* shall mean the persons indicated in the same Insurance Policy.
- 84.5. Acute health disorder, bodily injury or life-threatening condition of the Insured Person's family members not travelling together, due to which they have been hospitalised on the date of departure of the Insured Person.
85. The insured event shall be the change of travel plans of the Insured Person due to the following reasons:
- 85.1. The Insured Person's involvement in a traffic accident while travelling to the starting point of the trip or during the trip (accident declaration or police statement shall be presented to the Insurer);
- 85.2. Malicious actions of the third persons resulting in material damages, which have been reported to the police;
- 85.3. Technical malfunctioning of the carrier's means of transport during the trip;
- 85.4. Weather conditions, which distort normal movement of the carrier's means of transport during the trip;
- 85.5. Death of the Insured Person or death of the Insured Person's close relative during travel;
- 85.6. Fire, flood, explosion, storm, heavy rain, hail or theft that occurred at the permanent residence place of the Insured Person during the trip, which resulted in significant damages to the Insured Person's property. In all the cases, the significant damages shall be deemed to be damages that exceed the amount of EUR 1,500;
- 85.7. Acute health disorder, bodily injury or life-threatening condition of the Insured Person or close relatives travelling together, due to which the treating physician does not recommend to continue the journey;
- 85.8. Acute health disorder, bodily injury or life-threatening condition of the Insured Person's family members, due to which they have been hospitalised during the trip.
86. The insured event in case of loss of passport, personal ID card or driving licence shall be the loss or theft of the Insured Person's passport, personal ID card or driving licence or other disappearance thereof abroad.

### F.3. EXCLUSIONS

87. The events indicated in paragraph 84 (in case of cancelled trip) of the present Terms and Conditions shall be deemed to be exclusions and the indemnity payments shall not be paid if the planned trip was cancelled due to the following reasons:
- 87.1. Health condition caused by the Insured Person's illness or bodily injury, which he/she was aware of or which occurred prior to purchase of the trip or prior to conclusion of the Insurance Contract (irrespective of whether it has been treated or not);
- 87.2. Oncology diseases, irrespective of the progression degree, sexually transmitted diseases and all psychological disorders;
- 87.3. Pregnancy or related health conditions, termination of pregnancy and childbirth;
- 87.4. Consequences of use of alcohol, narcotic or toxic substances and medicines not prescribed by a doctor;
- 87.5. Strikes, fault of the tour operator, retailers and/or carrier (except in cases of traffic accident or technical malfunction of the carrier's means of transport), bankruptcy, insolvency.
- 87.6. Natural disasters, epidemics, pandemics and quarantine;
- 87.7. Action of the state authorities (including adoption of legal acts, recommendations, and other restrictions), due to which the trip did not happen;
- 87.8. Actions or omission thereof by the Insured Person due to which the trip was cancelled;
- 87.9. Exclusions indicated in Section A.5 (General exclusions).

88. The events indicated in paragraph 85 (in case of change of the travel plans) of the present Terms and Conditions shall be deemed to be exclusions and the indemnity payments shall not be paid in the following cases:
- 88.1. Arrival of the means of transport delayed by less than 2 hours of the official time of arrival;
  - 88.2. Events indicated in paragraphs 87.1-87.6 of the present Terms and Conditions.
  - 88.3. Actions or omission thereof by the Insured Person, which resulted in the change of travel plans;
  - 88.4. Actions of the state institutions (including adoption of legal acts, recommendations, and other restrictions), which determined the change of the travel plans;
  - 88.5. Exclusions indicated in Section A.5 (General exclusions).
89. The events indicated in paragraph 86 of the present Terms and Conditions (in case of loss of passport, personal ID card or driving licence) shall be deemed to be exclusions and the indemnity payments shall not be paid in the following cases:
- 89.1. Due to loss, theft or other disappearance of passport, personal ID card or driving licence of the Insured Person abroad as a result of using alcohol, narcotic or toxic substances and medicines not prescribed by a doctor;
  - 89.2. If the event is deemed to be an exclusion under Section A.5 (General exclusions).

#### F.4. SUM INSURED

90. The sum insured shall be indicated in the Insurance Policy.
91. The insurable value shall be the price of the trip.  
*Trip price* shall be substantiated by documents and indicated by the Policyholder:
- 91.1. price of the travel voucher purchased prior to payment of the insurance premium;
  - 91.2. price of the services (travel tickets, hotel accommodation, excursions, tickets to events, etc.) purchased prior to payment of the insurance premium.

#### F.5. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE POLICYHOLDER AND/OR INSURED PERSON

92. In addition to the obligations indicated in Section I.1 (Pre-contractual rights and obligations of the parties) and Section I.4 (Obligations of the parties during the validity period of the insurance contract) of the present Terms and Conditions, in case of occurrence of the insured event, the Policyholder and the Insured Person shall be obliged to comply with the following instructions:
- 92.1. If the trip did not take place or it became clear that the trip would not take place:
    - 92.1.1. To provide notification in writing about the event within 24 hours to the service supplier who sold the travel services (tour operator, retailers, carrier, supplier of accommodation, etc.);
    - 92.1.2. To present the documents substantiating the insured event to the Insurer (statement from the health care institution, death certificate, police or fire service reports, etc.);
    - 92.1.3. To present the documents stating the price of the trip, i.e. the amount paid for the travel tickets, accommodation services and pre-paid entertainment activities, etc.;
    - 92.1.4. To present the statements on cancellation issued by the tour operator, retailers, carriers and service suppliers, as well as the refunded or refundable part of the trip price for unused trip;
    - 92.1.5. Upon a written request of the Insurer, to present the documents substantiating the fact and amount of damages.

- 92.2. Change of travel plans:
- 92.2.1. To provide notification in writing about the event within 24 hours to the service supplier who sold the travel services (tour operator, retailers, carrier, supplier of accommodation, etc.);
  - 92.2.2. To present the documents substantiating the insured event to the Insurer (statement from the health care institution, death certificate, police report, Accident Statement, fire service reports, a document issued by the carrier confirming the fact and reason for delay, etc.);
  - 92.2.3. To present the documents stating the price of the trip, i.e. the amount paid for the travel tickets, accommodation services and pre-paid entertainment activities, etc.;
  - 92.2.4. To present the documents substantiating the expenses incurred on purchase of new tickets or changing the travel tickets;
  - 92.2.5. To present statements on refunded or refundable part of the trip price for unused trip issued by the tour operator, retailers, carriers and service suppliers;
  - 92.2.6. Regarding unforeseen trip extension – to present the return ticket purchased in advance and the documents substantiating the additionally incurred expenses on accommodation abroad;
  - 92.2.7. Upon a written request of the Insurer, to present the documents substantiating the fact and amount of damages.
- 92.3. Loss of passport, personal ID card or driving licence:
- 92.3.1. To contact the local police regarding the insured event;
  - 92.3.2. To notify the Insurer about the insured event no later than within 5 business days upon return to Lithuania and present the substantiating documents.

## F.6. CALCULATION AND PAYMENT OF THE INDEMNITY

93. The indemnity payment due to the insured event shall be paid to the Policyholder, Insured Person, his/her legal representative or authorised person, upon provision of the documents substantiating the event and damages incurred, as indicated in paragraph 92 of the present Terms and Conditions.
94. Indemnity payment in case of cancelled trip – 80 % of the amount, not exceeding which, upon trip cancellation, have not been refunded or will not be refunded by the service suppliers (tour operator, retailers, carrier, supplier of accommodation, etc.), unless otherwise provided for in the Insurance Contract. In any case, the indemnity payment shall not exceed 80 % of the insurable value (if the insurable value, i.e., trip price, is lower than the sum insured) or 80 % of the sum insured (if the sum insured is lower than the insurable value, i.e. trip price).
- 94.1. If the Insured Person fails to fulfil the obligation specified in paragraph 92.1.1 of these Terms and Conditions, the Insurer shall have the right to reduce the indemnity payment by the part that would have been compensated by the service providers, if the requirements of paragraph 92.1.1 of these Terms and Conditions have been properly fulfilled.
95. Change of travel plans:
- 95.1. The insurance premium shall not exceed 50 % of the insurable value (if the insurable value, i.e., trip price, is lower than the sum insured) or 50 % of the sum insured (if the sum insured is lower than the insurable value, i.e. trip price) during the entire validity period of the Insurance Contract for all insured events;
  - 95.2. The following expenses shall be indemnified:
    - 95.2.1. Expenses on change of the ticket or purchase of a new one (economy class).  
The expenses on purchase of the new tickets shall be indemnified only if it is not possible to change the previously purchased original tickets. In case of change of tickets, the indemnification shall be provided of the expenses incurred on change of tickets that are substantiated by the documents;
    - 95.2.2. Pre-paid expenses on unused accommodation, which have not been refunded or will not be refunded by the service providers;

- 95.2.3. Other pre-paid services or entertainment, included in the trip price, and which have not been refunded or will not be refunded by the service providers;
  - 95.2.4. If expenses on additional accommodation abroad arise due to the unforeseen trip extension, such expenses shall be indemnified for no more than 2 nights and no more than EUR 80 per night per Insured Person during the validity period of the Insurance Contract.
96. Loss of passport, personal ID card or driving licence:
- 96.1. The insurance premium shall not exceed 10 % of the insurable value (if the insurable value, i.e., trip price, is lower than the sum insured) or 10 % of the sum insured (if the sum insured is lower than the insurable value, i.e. trip price) during the entire validity period of the Insurance Contract for all insured events;
  - 96.2. The indemnification of expenses shall be provided, if incurred due to the following reasons:
    - 96.2.1. state fees;
    - 96.2.2. notary services;
    - 96.2.3. passport, personal ID card or driving licence photos;
    - 96.2.4. consular services;
    - 96.2.5. postal services;
    - 96.2.6. phone calls to the nearest representative office of the Republic of Lithuania..

## F.7. NON-INDEMNIFIABLE EXPENSES

- 97. The non-material damages, loss of time, loss of income and/or indirect damages of the Insured Person shall not be indemnified.
- 98. The damages indemnified under the law or Insurance Contract shall not be indemnified.

# G. FOREIGNER MEDICAL EXPENSES AND REPATRIATION INSURANCE

## G.1. INSURED OBJECT

99. The insured object is the insurable proprietary interests of the Insured Person related to the emergency medical service rendered to the Insured Person on the territory indicated in the Insurance Policy or repatriation expenses of the Insured Person in case of the insured event.
- Necessary medical service* shall mean the first medical aid and emergency medical care provided by the health care institutions (outpatient and inpatient), which cannot be postponed until the Insured Person returns to the place of permanent residence or country of citizenship.
- Repatriation expenses* shall mean the expenses incurred on transfer of the Insured Person from the hospital on the territory indicated in the Insurance Policy for further treatment at a hospital a hospital in the country of permanent residence of the Insured Person, which have been substantiated by the financial and medical documents; in the event of death of the Insured Person on the territory indicated in the Insurance Policy, the expenses on transportation of his/her remains or urn to the country of permanent residence.

## G.2. INSURED EVENTS

100. The insured event is when the Insured Person contacts the health care institution due to an accidental bodily injury and/or sudden acute health disorder, if the first symptoms causing the life-threatening condition of the Insured Person that require necessary medical service occurred during the period of validity of the Insurance Contract.

## G.3. EXCLUSIONS

101. The events indicated in Section G.2 (Insured events) of the present Terms and Conditions shall be deemed to be exclusions and the indemnity payments shall not be paid in the following cases:
- 101.1. Insured Person's alcohol poisoning, poisoning with narcotic or chemical toxic substances or non-prescription medicines;
  - 101.2. If the Insured Person received services in a private treatment institution in Lithuania;
  - 101.3. If during the coverage period, due to the objectively identified reasons, the events have not been substantiated by the documents issued by the treatment institution;
  - 101.4. If the cause of the health disorder or death is the disease due to which the pandemic has been declared;
  - 101.5. If the event is deemed to be an exclusion under Section A.5 (General exclusions).

- 101.6. If at the time of the event the Insured Person does not have a document issued by a Lithuanian institution substantiating the legal basis for residing and/or working in Lithuania. This requirement does not apply to the Insured Person who is subject to a visa-free regime at the time of the event, if the event occurred in the territory of the Republic of Lithuania.

#### **G.4. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE POLICYHOLDER AND/OR INSURED PERSON**

102. In addition to the obligations indicated in Section I.1 (Pre-contractual rights and obligations of the parties) and Section I.4 (Obligations of the parties during the validity period of the insurance contract) of the present Terms and Conditions, in case of occurrence of the insured event, the Policyholder and the Insured Person shall have the following obligations:
- 102.1. To notify the Insurer (Insurer's representative) within 24 hours about the insured event due to which the Insured Person receives necessary medical service at a hospital;
- 102.2. To ensure that no later than within 30 calendar days of the insured event, the Policyholder, the Insured Person or this/her authorised person presents the documents confirming occurrence of the event:
- 102.2.1. Patient's documents and original invoices issued by the treatment institution. The documents presented shall state the Insured Person's name, surname, date of the insured event, reason and date of contacting the health care institution, duration of treatment, description of the medical services provided, price of each service provided and the total price of the services provided;
- 102.2.2. In the event of death of the Insured Person – the death certificate endorsed by the notary public or the original certificate, and the original invoices for transportation of remains (urn) or burial (cremation) on the territory indicated in the Insurance Policy.
- 102.3. Upon request by the Insurer, to submit a document issued by a Lithuanian institution, which substantiates the legal basis for residing and/or working in Lithuania on the date of occurrence of the event (e.g. a temporary residence permit in Lithuania);
- 102.4. If the Policyholder is a legal entity, to ensure that the Policyholder, the Insured Person or his authorised Person, in addition to the documents indicated in paragraph 102.2 of the present Terms and Conditions, presents the following copy of the travel order of the Insured Person, which states the start date, duration (if known in advance) and countries of travel, or another document confirming the fact of temporary work of the Insured Person.

#### **G.5. CALCULATION AND PAYMENT OF THE INDEMNITY**

103. Unless otherwise indicated in the Insurance Contract, a deductible in the amount of 20 % shall apply to each insured event, however, no more than EUR 1,000.
104. The indemnity payment due to the insured event shall be paid to the Policyholder, the Insured Person or their legal representative or authorised person, the health care or another institution providing the services, upon provision of the documents substantiating the event and damages incurred.
105. Without exceeding the sum insured, the Insurer shall indemnify the following:
- 105.1. Expenses on necessary medical service provided at the outpatient and/or inpatient health care institution;
- 105.2. Expenses on the medicines required for treatment of the Insured Person and prescribed by a doctor, and on dressing and fixating materials;
- 105.3. Expenses on rent of crutches and wheelchair for a period up to 30 calendar days or purchase of crutches, if they have been prescribed by the treating physician for the first time after the accident;

- 105.4. Expenses on emergency dental services that do not exceed the amount of EUR 50 during the validity period of the Insurance Contract;
  - 105.5. Expenses on transportation by medical or other transport due to emergency medical reasons on the territory indicated in the Insurance Policy;
  - 105.6. Expenses on transfer of the Insured Person from the hospital on the territory indicated in the Insurance Policy for further treatment at a hospital in the country of permanent residence of the Insured Person. The necessity of these expenses must be confirmed in writing by the Insurer on the basis of the recommendations of the treating physician, without exceeding the necessary medical service;
  - 105.7. In the event of death of the Insured Person on the territory indicated in the Insurance Policy – expenses on transportation of the Insured Person's remains to the country of permanent residence or, without exceeding the latter, expenses on burial (cremation) on the territory indicated in the Insurance Policy or urn transportation to the country of permanent residence. The necessity of these expenses must be confirmed in writing by the Insurer;
  - 105.8. Expenses indicated in paragraphs 105.6-105.7 of the present Terms and Conditions, without exceeding 50 % of the sum insured.
106. If the expenses related to the insured event exceed the sum insured, they shall be indemnified in the order of priority: medical, repatriation, assistance and other expenses. The expenses exceeding the sum insured must be borne by the Insured Person.
- Medical expenses* shall mean the expenses substantiated by the financial and medical documents, which were incurred when due to acute health disorder or bodily injury in an accident that occurred during the period of presence on the territory indicated in the Insurance Policy, the Insured Person contacted the health care institution.
107. The compulsory health insurance system shall be invoked first for the compensation of the medical expenses. Under the present Terms and Conditions, the Insurer shall indemnify the treatment expenses, which the compulsory health insurance system is not obliged to compensate or actually does not compensate within the time period indicated in the legal acts. If, under the provisions of the present Insurance Terms and Conditions, the Insurer indemnifies the treatment expenses which must have been compensated by the compulsory health insurance system, however, it failed to do so, the Insurer shall be entitled to recover the amounts paid from the compulsory health insurance system.

## G.6. NON-INDEMNIFIABLE EXPENSES

108. The Insurer shall not indemnify for the expenses related to the following:
- 108.1. treatment and diagnostic of diseases, which the Insured Person was aware of or the onset of which was prior to entry into effect of the Insurance Contract (irrespective of whether they have been treated or not);
  - 108.2. oncology diseases, diagnostic and treatment thereof, irrespective of the stage;
  - 108.3. mental disorders and nerve diseases, reactive conditions and psychological traumas;
  - 108.4. treatment of chronic diseases and/or aggravation thereof;
  - 108.5. pregnancy-related consultations and tests, irrespective of the term of gestation, childbirth, care for newborns after childbirth, pregnancy termination not due to the insured event, all diseases related to pregnancy, its termination and childbirth;
  - 108.6. pathological bone fractures, loss of organs (their functions) or acquired bodily defects and traumas sustained during the disease-related seizures (epilepsy), treatment of those diseases and related previously sustained results of traumas;
  - 108.7. sexually transmitted diseases and health disorders sustained due to these diseases, diagnostic and treatment thereof;
  - 108.8. injuries, illness and death of the Insured Person, if related to the human immunodeficiency virus (HIV/AIDS, as well as any other related mutations or variations);
  - 108.9. aesthetic plastic surgeries and prostheses (including dental and optic);

- 108.10. dental treatment not due to the insured event;
- 108.11. services, which are not medically indicated or have not been prescribed by a medical specialist;
- 108.12. consequences, if the Insured Person refuses to comply with the orders of the doctor the Insured Person contacted in relation to the insured event;
- 108.13. alternative medicine (refusing to recognise official medicine) treatments;
- 108.14. treatment at a medical facility that does not possess the respective licence, or by a person who does not hold the right to engage in such activities;
- 108.15. rehabilitation treatment and physiotherapy;
- 108.16. treatment at the sanatoriums, health resorts or other facilities of a similar nature;
- 108.17. provision of medical service, which is not deemed as necessary, including transportation to the country of permanent residence, if the necessary medical service was provided to the Insured Person on the territory indicated in the Insurance Policy and no further treatment at a hospital in the country of permanent residence is required;
- 108.18. disinfection, preventive vaccination, medical expert examinations and laboratory tests, which are not related to the Insured Person's disease or bodily injury due to the insured event;
- 108.19. extra comfort conditions (deluxe hospital room, television, telephone, conditioner, etc.);
- 108.20. payments made for the services provided in the country of permanent residence or country of citizenship;
- 108.21. purchase and repair of spectacles, hearing aid, prostheses and other devices;
- 108.22. further treatment of the Insured Person upon refusal to return to the country of permanent residence, if, in the opinion of the treating physician, the Insured Person's health condition allows to return;
- 108.23. purchase of medicines and medical aid due to the insured event that have not been prescribed by the doctors;
- 108.24. treatment of the Insured Person at a hospital, medical transportation to the country of permanent residence, transportation of remains or burial, where no written consent of the Insurer has been received;
- 108.25. finding the Insured Person;
- 108.26. payments made for the services provided in a private health care institution in Lithuania;
- 108.27. financial sanctions imposed by the state institutions, as well as the contractual or legally binding penalties (including, default interest, fines and debt recovery expenses).

# H. CALCULATION OF PREMIUMS AND PAYMENT OF INDEMNITY

## H.1. INSURANCE PREMIUM, CALCULATION AND PAYMENT

109. The insurance premium shall be calculated taking into account the sum insured, type of trip of the Insured Person, coverage period, territory of destination, and other information required to evaluate the insurance risk.
110. The insurance premium shall be paid for the entire coverage period, unless otherwise provided for in the Insurance Contract.
111. The amount of the premium shall be determined by the Insurer according to the information required for the assessment of the insurance risk that was provided by the Policyholder.
112. The insurance premium and its payment terms are specified in the Insurance Policy.
113. If the insurance premium is paid in cash, the date stated on the payment document shall be considered to be the date of payment of the insurance premium or a part thereof, unless otherwise provided for in the Insurance Contract. If the insurance premium is paid by a bank transfer according to an e-invoice or automatic debit from the bank account, the date of payment of the insurance premium or a part thereof shall be considered to be:
  - 113.1. The date on which the funds are credited to the Insurer's account, if the Policyholder and the Insurer use the same bank;
  - 113.2. The date on which the Insurer's bank receives the funds under the payment order from the Policyholder's bank, if the bank of the Policyholder and the Insurer are different banks; The signing of the consent to receive e-invoices or consent to the bank to debit the funds from the Policyholder's bank account automatically shall not be considered to be the premium payment. Where payment is provided by the said methods, the Policyholder shall ensure that the account, from which the insurance premium or a part thereof will be debited, has a sufficient balance to execute the payment. If an incomplete insurance premium or a part thereof is paid (debited) in prejudice to what is stated in the Insurance Contract, it shall be considered that the insurance premium has not been paid and the amount transferred shall be returned to the Policyholder.
114. If the Policyholder fails to provide payment of the first premium or a part thereof, or one of the scheduled premium payments or a part thereof, the payment of which is not related to the coming into force of the Insurance Contract, before the time indicated in the Insurance Contract, the Insurer shall notify in writing the Policyholder about it and state that if the Policyholder fails to provide payment of the premium or a part thereof within 30 calendar days of the dispatch of this notification, the coverage shall be suspended and resumed only upon payment of the insurance premium or a part thereof by the Policyholder. In cases of occurrence of the insured event during the period of suspension of the coverage, the Insurer shall not be obliged to pay indemnity payment.
115. If the Policyholder fails to pay the first insurance premium, the payment of which is related to entry into force of the Insurance Contract (indicated payment deadline of the premium is before or on the effective date of the Insurance Contract), the Insurance Contract shall not come into force from the effective date indicated therein. If the Policyholder fails to pay the first insurance premium, the

- payment of the premium is before or on the effective date of the Insurance Contract), the Insurance Contract shall not come into force from the effective date indicated therein. Upon delayed payment of the insurance period, the expiration term of the Insurance Contract shall not be extended.
116. Where it is not possible to estimate the exact insurance premium, the Insurance Contract shall state the minimum advance premium.
- 116.1. The final insurance premium amount for each premium payment term or full term of validity of the Insurance Contract shall be determined according to the documents on actual risks in the past coverage period presented by the Policyholder.
- 116.2. The Policyholder shall pay the additional insurance premium (calculated as a difference between the final premium and minimum advance premium) within the period indicated in the Insurance Contract. Upon expiration of the coverage period, the minimum advance premium shall not be refunded.

## H.2. CASES OF INCREASE IN INSURANCE RISK

117. Increase in insurance risk shall mean the change or occurrence of the circumstances provided for in the present Terms and Conditions, the Insurance Policy and/or other documents presented to the Insurer, which could have significant impact on the probability of occurrence of the insured event and possible amount of damages. The increase in insurance risk shall be the change of the essential circumstances determined in the Insurance Contract and indicated in paragraph 131.1 of the present Terms and Conditions.

## H.3. PAYMENT OF THE INDEMNITY

118. The indemnity payment may not exceed the sum insured indicated in the Insurance Policy.
119. The indemnity payment shall be paid within the terms indicated in paragraph 146.1 of the present Terms and Conditions.
120. Where the Insurance Contract provides for a deductible, the indemnity payment estimated for every insured event shall be reduced by the amount of such deductible, unless otherwise provided for in the Insurance Contract.
121. The remaining indemnity payments payable under the Insurance Contract, the payment deadline of which on the date of the insured event has expired, shall be deducted from the amount of indemnity payment, unless otherwise provided for in the Insurance Contract.
122. The procedure of calculation of the indemnity payment shall be established in the provisions of the insurance options and/or conditions described in the Insurance Policy.
123. The Insurer shall have the right to postpone payment of the indemnity payment:
- 123.1. Until the Policyholder or the Insured Person provides documentary evidence of the amount of loss;
- 123.2. If the Policyholder or the Insured Person is involved in a civil action or criminal or legal proceedings initiated in relation to the event that may be recognised as insured, the payment may be postponed until the final court judgement or termination date of the proceedings;
- 123.3. In other cases provided for in the Insurance Contract and the law.
124. The Insurer shall not indemnify for the part of the loss, which has been indemnified for to the aggrieved person by the person who bears liability, unless otherwise provided for by the law.
125. If only part of the loss has been indemnified for, the indemnity payment shall be paid less the amount received by the Policyholder from the person liable for the damages.
126. If the Policyholder is entitled to an indemnity payment for the same expenses incurred under several insurance contracts, the indemnity payment to be paid by each Insurer shall be reduced in proportion to the amount of risk (sum insured or limit) assumed by each Insurer.

127. Without exceeding the amount of the indemnity payment, the Insurer shall be granted the right of recourse from the person liable for the damages, except in cases set forth by law and the Insurance Contract. The Policyholder shall be obliged to present all the available evidence substantiating the right of recourse.
128. The indemnity payment can be reduced:
  - 128.1. If the Policyholder, the Insured Person or the persons associated with the Policyholder and/or the Insured Person failed to comply with at least one of the requirements indicated in paragraphs 144.2, 144.5 and 144.7 of the present Terms and Conditions.
  - 128.2. In other cases provided for in the Insurance Contract and the law.
129. The indemnity payment shall be reduced or shall not be paid:
  - 129.1. If the Policyholder, the Insured Person or the persons associated with the Policyholder and/or the Insured Person failed to comply with the requirements indicated in paragraphs 131.2, 143.4, 143.7, 144.1 and 144.3 of the present Terms and Conditions;
  - 129.2. In cases set out in Sections B.4, C.4, D.4, E.4, F.5, G.4 (Additional rights and obligations of the policyholder and/or insured person) of the present Terms and Conditions;
  - 129.3. In cases set out in Sections B.3, C.3, D.3, E.3, F.3, G.3 (Exclusions) and B.6, C.6, F.7, G.6 (Non-indemnifiable expenses) of the present Terms and Conditions;
  - 129.4. If the Policyholder, the Insured Person or the persons associated with the Policyholder and/or the Insured Person waived the right of claim from the person liable for the damages or this right cannot be invoked due to the fault of the Policyholder, the Insured Person or the persons associated with the Policyholder and/or the Insured Person;
  - 129.5. If the Policyholder, the Insured Person or the persons associated with the Policyholder and/or the Insured Person failed to report the insured event within the terms set forth in the Insurance options, except in cases where it has been proven that the Insurer was aware about the insured event in due time, or where the event notification has no influence on the Insurer's obligation to provide indemnification;
  - 129.6. If the Policyholder, the Insured Person, the persons associated with the Policyholder and/or the Insured Person or the Beneficiary caused the loss deliberately or made attempts to mislead the Insurer by falsifying the facts, providing incorrect data, or wrongly increased the amount of loss;
  - 129.7. If the Insurer was not notified about the circumstances that had impact on the occurrence of losses or amount thereof;
  - 129.8. If according to the provisions of the third-party liability insurance option, the Insured Person provides indemnification of the damages or accepts the claim presented without the written consent of the Insurer.
  - 129.9. In other cases provided for in the Insurance Contract and the law.

# I. CONCLUSION, TERMINATION AND MODIFICATION OF THE CONTRACT; RIGHTS AND OBLIGATIONS

## I.1. PRE-CONTRACTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES

130. Prior to the conclusion of the Insurance Contract, the Policyholder shall have the right to familiarise with the Terms and Conditions and receive a copy thereof from the Insurer.
131. Prior to the conclusion of the Insurance Contract, the Policyholder shall be obliged:
- 131.1. To provide the Insurer with information available on the essential circumstances which may have significant impact on the insurance risk.  
*Essential circumstances* shall mean countries of destination of the Insured Person, the information provided as to whether the Insured Person is covered by compulsory health insurance, information on whether at the moment of conclusion of the contract the Insured Person was present in Lithuania, the professional or sport activities of the Insured Person, and other information requested in writing by the Insurer;
- 131.2. If the Policyholder is a legal entity – to ensure coverage of all the company (institution's) employees or employees of one professional category. In order to insure separate employees, the Policyholder shall present the list of Insured Persons.
132. Prior to conclusion of the Insurance Contract, the Insurer shall have the right:
- 132.1. To request all the information necessary for the assessment of the insurance risk;
- 132.2. To refuse to conclude the Insurance Contract.
133. Prior to conclusion of the Insurance Contract, the Insurer shall be obliged:
- 133.1. To allow the Policyholder to familiarise with the Terms and Conditions and provide a copy thereof;
- 133.2. To keep information on the Policyholder, the Insured Person or the Beneficiary confidential, as well as to keep other information contained in the Insurance Contract confidential, except in cases established by the law. This obligation of the Insurer shall remain valid both during the validity period of the Insurance Contract and upon expiration thereof.

## I.2. CONCLUSION OF THE INSURANCE CONTRACT

134. The Insurance Contract shall be concluded between the Insurer and the Policyholder.
135. The Policyholder shall contact the Insurer for the purposes of conclusion of the Insurance Contract.
136. The insurance conditions shall be established upon agreement between the Insurer and the Policyholder with respect to the information and documents provided by the Policyholder and received during risk assessment (if any).

## I. CONCLUSION, TERMINATION AND MODIFICATION OF THE CONTRACT; RIGHTS AND OBLIGATIONS

137. The Insurance Contract shall be concluded in writing and its conclusion shall be confirmed by the Insurance Policy issued by the Insurer.
138. If insurance terms and conditions indicated in the Insurance Contract and in the present Terms and Conditions differ, the conditions in the Insurance Contract shall apply.
139. In the event of discrepancies or inconsistencies between the conditions defined in the Insurance Policy, provisions of the insurance options and other provisions of the present Terms and Conditions, they shall apply in the following order of priority: 1) conditions defined in the Insurance Policy; 2) provisions of the insurance options; and 3) other provisions of the present Terms and Conditions.

### I.3. VALIDITY PERIOD OF THE INSURANCE CONTRACT. COMMENCEMENT OF THE COVERAGE

140. The Insurance Contract shall be concluded for the period agreed upon by the parties to the Contract. *The coverage period* shall be indicated in the Insurance Policy.
141. The insurance coverage shall commence on the inception date of the insurance period indicated in the Insurance Policy, except in cases where the Policyholder delays payment of the premium. In this case, the Insurance Contract shall come into effect as set forth in paragraph 115 of the present Terms and Conditions.

### I.4. OBLIGATIONS OF THE PARTIES DURING THE VALIDITY PERIOD OF THE INSURANCE CONTRACT

142. During the period of validity of the Insurance Contract, the Policyholder shall be entitled to the following rights:
  - 142.1. To request the Insurer to terminate or modify the Insurance Contract in cases set forth by law and/or the Insurance Contract;
  - 142.2. Upon occurrence of an insured event, to demand that the Insurer provides indemnity in accordance with the procedure set forth by the law and/or Insurance Contract;
  - 142.3. To obtain information on the course of the investigation of the insured event in accordance with the procedure established by law.
143. During the period of validity of the Insurance Contract, the Policyholder shall have the following obligations:
  - 143.1. To provide the Insurer or its authorised representative with the possibility to assess, whether the Policyholder complies with the conditions set out in the Insurance Contract;
  - 143.2. To facilitate the Insurer or his authorised representative with the possibility to assess whether the Policyholder complies with the requirements to mitigate the insurance risks, where the parties agreed thereupon during conclusion of the Insurance Contract or during validity thereof, and stated the said in the Insurance Contract, or where it is required by the law;
  - 143.3. To pay insurance premiums in a timely manner;
  - 143.4. Upon change of the essential circumstances, to notify the Insurer in writing within 3 working days. The essential circumstances are indicated in paragraph 131.1 of the present Terms and Conditions and/or in the Insurance Policy;
  - 143.5. To notify the Insurer about all valid insurance contracts on the same risks, for the purposes of which the Policyholder is the Insured Person, irrespective of whether the Policyholder is the same or different entity, for example, the bank, and indicate the sums insured of the contracts, the insured objects and insured events no later than within 10 calendar days following conclusion of the Insurance Contract with another Insurer;
  - 143.6. Upon change of the Policyholder's registered address indicated in the Insurance Contract, to notify the Insurer about it in writing within 3 business days;

- 143.7. If the Policyholder is a legal entity, and all Policyholder's employees or employees of one category are insured, upon request of the Insurer, the Policyholder shall be obliged to present the list of employees actually employed on a specific date;
- 143.8. To inform the Insured Persons, Beneficiaries or other persons whose property interests are covered under this Insurance contract (of any) about the fact that their personal data will be processed for the purpose of conclusion and performance of this contract and the investigation of insured events, and that they can find detailed information about the processing of their personal data in the Privacy Policy on the website [www.ld.lt](http://www.ld.lt) and at customer service points.
144. Upon occurrence of the insured event, the Insured Person shall have the following obligations:
- 144.1. To take all the reasonable and available measures to mitigate the extend of the loss;
- 144.2. To notify the Insurer about all valid insurance contracts on the same risks, for the purposes of which the Policyholder is the Insured Person, irrespective of whether the Policyholder is the same or different entity, for example, the bank, and indicate the sums insured of the contracts, the insured objects and insured events;
- 144.3. To notify immediately the competent institutions about the insured event (theft or traffic accident – police, fire – fire service, communications failure – emergency services; explosion – police and emergency services, etc.);
- 144.4. To notify the Insurer or its representative of the event within 1 day (not including weekends and public holidays) by providing detailed information of all known circumstances of the event and, upon request of the Insurer, to provide a written confirmation of such event, and to fill out the documents in the format established by the Insurer within 3 business days.
- 144.5. To present to the Insurer all the documents related to the event and/or indicated by the Insurer, and fulfil all the lawful requirements of the Insurer; The Insurer shall have the right to request that the documents are presented in Lithuanian or English;
- 144.6. Both paper and electronic documents must be accurate, complete and presented in due time to the Insurer. In cases where copies of the document are provided to the Insurer, the Insured Person shall retain the original documents at least for a period of one year and provide them to the Insurer upon his request;
- 144.7. To help the Insurer invoke the subrogation, to provide to the Insurer all information available to the Policyholder regarding the person responsible for the damages sustained.
- 144.8. If it becomes apparent that according to the conditions set forth in the Insurance Contract the indemnity payment was not payable or should have been reduced, upon a written request of the Insurer, the indemnity payment or the overpaid amount must be returned to the Insurer within 30 calendar days, except in cases prescribed by law.
145. If the essential circumstances change during the validity period of the Insurance Contract, the Insurer shall have the right to recalculate the insurance premium and/or modify the conditions of the Insurance Contract.
146. During the validity period of the Insurance Contract, the Insurer shall have the following obligations:
- 146.1. Upon receipt of all information material for establishment of the fact of the insured event, the circumstances and consequences thereof, as well as the amount of the indemnity payment, to provide payment of the indemnity payment no later than within 15 business days.
- 146.2. To notify the Policyholder, the Insured Persons and the Beneficiary regarding the course of investigation of the insured event pursuant to the procedure established by law.
147. If the event was deemed to be an insured event, and the Policyholder and the Insurer cannot reach agreement regarding the amount of indemnity, the Insurer shall, upon the Policyholder's request, pay the amount equal to the uncontested amount of indemnity, if accurate determination of the amount of damages takes more than 3 months.
148. The Insured Person and the Beneficiary shall have the following rights:
- 148.1. To obtain information on the course of the investigation of the insured event;
- 148.2. To request to pay indemnity payment in accordance with the procedure established in the Insurance Contract.

## I. CONCLUSION, TERMINATION AND MODIFICATION OF THE CONTRACT; RIGHTS AND OBLIGATIONS

149. The Insured Person and the Beneficiary shall be obliged to provide to the Insurer all the available documents and information and/or documents and information that the Insurer is legally entitled to request, which state the circumstances and consequences of the insured event necessary to determine the amount of the indemnity payment.
150. The additional rights of the Policyholder, the Insurer and the Beneficiary shall be set forth in the Insurance Contract, the Civil Code of the Republic of Lithuania, the Republic of Lithuania Law on Insurance and other legal acts.

### I.5. TERMINATION AND MODIFICATION OF THE INSURANCE CONTRACT

151. The insurance contract may be terminated before the effective date set forth therein and/or during the validity period thereof:
  - 151.1. If following conclusion of the Insurance Contract, the possibilities of occurrence of the insured event or the insurance risk have ceased to exist due to the circumstances unrelated to the insured event (the insurance object was lost due to the reasons unrelated to the insured event, etc.), the Insurer shall be entitled to part of the premium which is proportionate to the Insurance Contract's period of validity;
  - 151.2. At the request of the parties to the Insurance Contract, provided that one party gives a written notice of termination of the Insurance Contract to the other party:
    - 151.2.1. If the Insurance Contract is terminated at the initiative of the Insurer by notifying the Policyholder no later than 30 days in advance, the Insurer is entitled to a part of the premium which is proportionate to the insurance contract's period of validity;
    - 151.2.2. if the Insurance Contract is terminated at the initiative of the Policyholder after notifying the Insurer no later than one day in advance, the insurance premium for the remaining period of validity of the Insurance Contract shall be refunded to the Policyholder after deducting the costs of conclusion and performance of the Insurance Contract valid on the date of conclusion of the insurance contract and published on the Internet at [www.ld.lt/mokesciai-ir-imokos](http://www.ld.lt/mokesciai-ir-imokos), except for the insurance option for unforeseen travel expenses. In the case of the unforeseen travel expenses insurance option, the insurance premium shall not be refunded, except when paragraph 41.14 of these Terms and Conditions applies to the insurance contract. If it is not possible to deduct the costs of conclusion and performance of the insurance contract due to the fact that the amount to be reimbursed to you does not exist or is insufficient to cover the costs of conclusion and performance of the insurance contract, these costs shall be borne by the Policyholder;
  - 151.3. After 30 calendar days have passed after one party to the Insurance Contract notified the other party of a material breach of the Insurance Contract. Cases, as regulated by Article 6.217 of the Civil Code of the Republic of Lithuania, are considered to be material breach:
    - 151.3.1. If the Insurance Contract is terminated at the request of the Insurer due to material breach of the Insurance Contract by the Policyholder (where existence of the Policyholder's fault has been established), the insurance premiums shall not be refunded to the Policyholder.
    - 151.3.2. If the Insurance Contract is terminated at the request of the Policyholder due to material breach of the Insurance Contract by the Insurer (where existence of the Insurer's fault has been established), the insurance premiums paid for the current year of coverage shall be refunded to the Policyholder.
152. The Insurance Contract shall lapse:
  - 152.1. If the Policyholder fails to provide payment of the first insurance premium or a part thereof before the term set forth in the Insurance Contract, the payment of which is related to

entry into force of the Insurance Contract, for longer than 30 calendar days or before the expiration term of the Insurance Contract indicated in the Insurance Policy;

- 152.2. Pursuant to paragraph 114 of the present Terms and Conditions, if the coverage is suspended due to non-payment of the insurance premium or part thereof for a period exceeding 3 months or until expiration of the Insurance Contract indicated in the Insurance Policy, whichever comes first, the Insurer shall be entitled to the premiums due prior to termination of the Insurance Contract, including the premiums under which the Insurer is obliged to provide payment of the indemnity payments during the suspension period.
153. The insurance contract shall lapse:
- 153.1. Upon expiration of the validity period of the Insurance Contract;
  - 153.2. When the Insurer pays out all the sums insured specified in the Insurance Contract;
  - 153.3. Termination of the Insurance Contract upon agreement of the parties thereto;
  - 153.4. On other grounds set forth by law and the contract.
154. The Insurance Contract may be modified upon a written agreement between the Insurer and the Policyholder.

## **I.6. TRANSFER OF RIGHTS AND OBLIGATIONS UNDER THE INSURANCE CONTRACTS**

155. The Insurer shall have the right to transfer its rights and obligations to other insurers in accordance with the procedure established by law.
156. The Insurer shall inform the Policyholder about its intention to transfer the rights and obligations 2 months in advance.
157. If the Policyholder does not agree with the replacement of the Insurer, he shall have the right to terminate the Insurance Contract in accordance with the procedure established in paragraph 151.2.2 of the present Terms and Conditions.

## **I.7. DISPUTE SETTLEMENT PROCEDURE**

158. Disputes arising from the Insurance Contract shall be settled by negotiations. If the parties fail to reach agreement, the dispute shall be settled in the court of the Republic of Lithuania.
159. In the cases and in the procedure set forth by law, the Policyholder shall have the right to contact the Supervision Service of the Bank of Lithuania regarding the disputes arising between the Policyholder and the Insurer.
160. All matters which are not covered by the present Terms and Conditions and the Insurance Contract shall be governed by the provisions of the Republic of Lithuania Law on Insurance and other legal acts, unless otherwise agreed upon in writing by the parties to the Insurance Contract.

## **I.8. LAW APPLICABLE TO THE INSURANCE CONTRACT**

161. The Insurance Contract shall be governed by the law of the Republic of Lithuania, unless otherwise stated in the Insurance Contract.

## I.9. NOTIFICATIONS

162. Any mandatory notifications from one party to the Insurance Contract to another shall be presented in writing.
163. The notification sent by regular or electronic mail to the Policyholder's address indicated in the insurance policy, or submitted via another system chosen by the Policyholder, if the Policyholder chose this method of notification, shall be considered to be duly received under the present Terms and Conditions, where a reasonable period of time lapses since the dispatch thereof.
164. If the notification is sent by post, the date of receipt of the notification shall be determined according to the official postal seal made by the postal service entitled to have a seal.
165. The Policyholder has the right to choose the method of receipt of documents: upon arrival at any branch of the Insurer or by connecting to the insurer's self-service system Savas LD documents shall be issued to the policyholder free of charge. If the free method of receipt of documents has not been chosen, the provision of the documents to the Policyholder by post shall be subject to a fee. This insurance contract is subject to the administration fees applicable on the date of its conclusion. Tax amounts are published on the website at [www.ld.lt/mokesciai-ir-imokos](http://www.ld.lt/mokesciai-ir-imokos). Documents shall mean invoices, insurance contracts (insurance policies), notification of outstanding insurance premium(s), notification of termination of insurance contract due to unpaid premiums, offer to renew expiring or expired insurance contract, and certificates of damage compensation cases or absence thereof.

## I.10. PRIVACY REGULATIONS AND PROCESSING OF PERSONAL DATA

166. During conclusion and performance of the Insurance Contract, the Insurer shall process the personal data of the Policyholder, the Insured Person and the Beneficiary. Information regarding processing of personal data is available at [www.ld.lt/duomenu-apsauga](http://www.ld.lt/duomenu-apsauga).

**Lietuvos draudimas AB**  
**Chairman of the Board**



**Kęstutis Šerpytis**

# ANNEX.

## TABLE OF INDEMNITY PAYMENTS

Item	Injury (trauma) or condition	Share of sum insured (%)
1.1.	Established 70 % and higher loss of employment (children – severe degree of disability)	100 %
1.2.	Total untreatable and incurable loss of sight in one eye	50 %
1.3.	Incurable loss of hearing in both ears or aphasia	50 %
1.4.	Loss of hearing in one ear	15 %
1.5.	Loss of arm at shoulder joint	75 %
1.6.	Loss of arm above hand	65 %
1.7.	Loss of hand	50 %
1.8.	Loss of 1st finger (thumb)	20 %
1.9.	Loss of distal phalanx of thumb	10 %
1.10.	Loss of all three phalanxes of 2nd finger (index)	15 %
1.11.	Loss of two phalanxes of index finger	8 %
1.12.	Loss of distal phalanx of index finger	4 %
1.13.	Loss of other finger (3rd, 4th or 5th)	5 %
1.14.	Loss of leg above knee joint	70 %
1.15.	Loss of leg above ankle joint	60 %
1.16.	Loss of foot	45 %
1.17.	Loss of 1st toe (big toe)	5 %
1.18.	Loss of other toe (except big toe)	1 %
2.1.	Cranial vault fracture	10 %
2.2.	Cranial base fracture	20 %
2.3.	Facial bone fractures (nasal, ethmoid, maxilla and mandible, zygomatic, lingual bone and paranasal sinuses)	5 % per bone
2.4.	Sternal fracture	5 %
2.5.	Rib fractures:	
	a) 1 or 2 ribs	3 %
	b) 3-5 ribs	5 %
	c) 6 ir daugiau šonkaulių	10 %
2.6.	Cervical, thoracic or lumbar vertebral body or arch fractures:	
	a) one vertebra	15 %
	b) two vertebrae	20 %
	c) three and more vertebrae	30 %
2.7.	Sacral bone and coccyx fracture	5 % per bone
2.8.	Scapular fracture	5 %
2.9.	Clavicle fracture	5 %
2.10.	Humeral fracture	10 %
2.11.	Forearm bone fracture	5 % per bone
2.12.	Navicular bone fracture	5 %
2.13.	Carpal bone fractures (except navicular bone)	3 %
2.14.	Metacarpal bones, finger I bone fractures	2 % per bone
2.15.	Finger II-V bone fractures	1 % per bone
2.16.	Pelvic bone fracture	5 % per bone
2.17.	Femoral bone fracture	15 %
2.18.	Patellar fracture	10 %
2.19.	Tibial fracture	10 %
2.20.	Peroneal fracture	5 %
2.21.	Tarsal bone fractures (except calcaneus)	5 % per tarsal bone

2.22.	Calcaneal fracture	10 %
2.23.	Metatarsal bones, toe I bone fractures	3 % per bone
2.24.	Toe II-V bone fractures	1 % per bone

### Remarks

1. The indemnity payment in relation to total incurable loss of function of the organs indicated in this table shall be provided if the loss is determined following no less than 9 months and no more than 12 months after the date of the insured event. In any case, if the irreversible loss of function of the organ is definite, the indemnity payment shall be provided before the period of 9 months elapses.
2. The total and incurable loss of function of the organs or body parts shall be comparable to the loss of these organs or body parts, while in the event of partial incurable loss of function, where the loss comprises 60 % or higher, the insurance premiums shall be reduced correspondingly compared to the total loss of an organ or body part. Where the partial incurable loss of function is lower than 60 %, the indemnity payment due to loss of function shall not be provided. The provision on partial loss of function shall apply only to the loss of limbs and/or their functions (Items 1.5-1.18 of the Table).
3. The indemnity payment provided in relation to all injuries of one body part shall not exceed the indemnity payment provided in relation to loss of that body part.
4. If the indemnity payment is paid in relation to death of the Insured Person, the indemnity payments paid due to the injuries of the Insured Person shall be deducted from that amount.
5. If due to the insured event, the Insured person lost an organ (function of organ), a part of which (part of function of which) was lost prior to the insured event, the indemnity payment percentage payable shall be reduced in proportion to the prior loss of part of the organ (part of function of the organ).

**Lietuvos draudimas AB**  
Chairman of the Board



**Kęstutis Šerpytis**