



Balcia  
I N S U R A N C E

FOREIGNER MEDICAL EXPENSE INSURANCE  
TERMS AND CONDITIONS NO. LT-005.01  
VALID FROM 30/09/2020

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## ABOUT THE FOREIGNERS MEDICAL EXPENSE INSURANCE

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Feel safe insured by Balcia's Foreigners Medical Expenses Insurance!

If you are in urgent need of medical assistance or repatriation while you are in Lithuania or another Schengen country - We will help You. We are sure that the range of insurance risks We offer will meet your needs. And if You miss something - contact us, we will definitely find a solution!

Insured Events:

- ✓ accidental bodily injury or acute health problem, requiring emergency medical aid;
- ✓ chronic disease flare in life-threatening situations;
- ✓ death

Upon the Insured Event We shall compensate the following costs:

- ✓ first medical aid and (or) the ambulatory medical institution;
- ✓ transportation by medical transport to the nearest medical institution;
- ✓ costs of medicines and dressings prescribed by a doctor;
- ✓ dental treatment for severe pain and / or acute inflammation;
- ✓ transportation of the remains to the state of permanent residence or the costs of burial or cremation in the Republic of Lithuania

**A detailed description of insurance risks is provided in these Insurance Terms and Conditions below.**

### What to do in case of an event?

Please report to Us any suffered damage or incurred loss in writing no later than within 30 days from the event date by one of the following means: registered mail sent to Perkūnkiemio g. 5, LT-12129 Vilnius, by e-mail [sveikata@balcia.lt](mailto:sveikata@balcia.lt) or by completing a report online at [www.balcia.lt](http://www.balcia.lt).

**In case of an illness, injury or trauma, when emergency medical aid is necessary, also in case of the hospitalization of the Insured in an inpatient treatment institution or death of the Insured** notify us immediately, but not later than within 24 hours, by calling Us at **19001 (+37052119119 from abroad)**, Our assisting partner at **+37052404404** or by completing a report online at **[www.ezalos.lt](http://www.ezalos.lt)**.

Our assisting partner UAB OPS.LT will provide You with the necessary assistance anywhere around the world 24/7, recommending a reliable medical institution and coordinating transportation of the Insured by special means of transport and other expenses.

Stay safe!

Balcia Insurance SE Lithuanian branch

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## I. DEFINITIONS

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**1.1. Insured** shall mean a person, who is not a citizen of the Republic of Lithuania, whom You indicated in the Insurance Contract, in relation to whom We shall pay an insurance indemnity if an insured event occurs in the life of the Insured. For the purposes of the Insurance Contract, the Insureds may be clearly specified natural persons:

1.1.1. who have a temporary or permanent residence permit in Lithuania;

1.1.2. foreign citizens, who come to Lithuania for work or studying;

**1.2. Close Relatives of the Insured:**

1.2.1. a spouse or a person living together and running a joint household for one year at the least (a partner);

1.2.2. children (adopted children), grandchildren and their spouses or partners;

1.2.3. parents (adoptive parents), grandparents;

1.2.4. siblings (adoptive siblings);

**1.3. First Medical Aid** shall mean official and universally recognized, medically justified, urgent, uninterrupted and immediate medical aid aimed at eliminating the threat to the Insured' s life or avoiding serious complications and lasting until the earliest event: stability of the condition, medical repatriation or death of the Insured. We shall not consider rehabilitative, spa or sanatorium treatment, also non-traditional medical measures, to be first medical aid.

**1.4. Gross Negligence** shall mean actions (actions and/ or omission) of the Insured, which he/ she would not have taken observing at least minimum attentiveness and care requirements.

**1.5. Policyholder or You** shall mean a natural or legal person, who addressed Us or Our representative for conclusion of an Insurance Contract, or whom We offered to conclude an Insurance Contract, or who concluded an Insurance Contract with us in accordance with these Terms and Conditions.

**1.6. Insurer or We** shall mean Balcia Insurance SE, acting through Balcia Insurance SE Lithuanian branch.

**1.7. Insurance Risk** shall mean a likely danger beyond the will of the Insured threatening property interests of the Insured related to his/ her life, health, property or civil liability.

**1.8. Sum Insured** shall mean the sum of money specified in the Insurance Contract or the amount of money calculated in accordance with the procedure prescribed in the Insurance Contract, which the insurance indemnity amount cannot exceed. The Sum Insured shall be set separately for each Insured and each selected Insurance Risk. The Sum Insured shall be reduced by the amount of insurance indemnities paid to each Insured. The Insurance Contract may provide for certain exceptions.

**1.9. Terms and Conditions** shall mean Our prepared standard terms and conditions of the Insurance Contract that are available online at [www.balcia.lt](http://www.balcia.lt).

**1.10. Medical Institution** shall mean a licensed personal health care institution practicing generally recognized medicine.

**1.11. Beneficiary** shall mean the person appointed by You or the Insured, and specified in the Insurance Contract, who is entitled to an insurance indemnity in case of an insured event.

**1.12. Intoxication** shall mean a condition when the Insured is intoxicated with alcohol, toxic, narcotic, psychotropic or other psychoactive substances, including potent drugs and drugs the use of which does not allow him/ her to engage in certain activities. For the purposes of these Insurance Terms and Conditions, a person will be considered clean when having tested him/ her, his/ her blood alcohol content does not exceed 0.4 per mille.

**1.13. Accident** shall mean a sudden and unexpected event when the Insured's body is externally exposed to physical force, chemical, thermal, toxic gas or other physical effects having happened to the Insured during the validity period of the Insurance Contract when harm was done to the Insured' s life or health.

**1.14. Medical Repatriation** shall mean carrying the Insured to the country of his/ her domicile for further inpatient treatment in a state Medical Institution.

**1.15. Official Competitions and Trainings** shall mean competitions and trainings organised by sports organisations, sports clubs, sports schools, sports centres, sports facilities, sport federations, associations and societies and other organisations and institutions engaged in physical education and sports activities having rights of a legal entity, which create conditions for practicing physical education and sports, preparing sportsmen, organising sports competitions and other physical education and sports events (hereinafter – Sports Organizations). Competitions shall be held according to the regulations which correspond to the rules of sports competitions. The regulations shall indicate organisers of competitions and the rules, procedure for holding competitions and safety instructions. Provisions of this clause shall not apply to sports activities that are not organized by sports organizations and are a form of leisure of the Insured.

**1.16. Sports** shall mean participation in any sports activities, trainings or competitions of any type held by a Sports Organisation. We shall not consider individual or group sporting activities which are not organised by a Sports Organisation and are only leisure of the Insured to be sports.

**1.17. Foreigner** shall mean a citizen of a country other than the Republic of Lithuania, whose property interests shall be insured.

**1.18. Foreign State (Abroad)** shall mean any country of the world, except for the Republic of Lithuania.

## II. FOREIGNERS MEDICAL EXPENSE INSURANCE CONDITIONS

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### 1. What is Insured

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1.1. Medical expense insurance shall cover Your and / or the Insured Person's property interests related to Your and/or the Insured's expenses for the First medical aid, medical transportation and (or) repatriation to the Insured due to the Insured Event in the Republic of Lithuania or short, not longer than 30 days, travel in a Schengen country other than the Insured's country of residence.

1.2. Insured events shall be sudden and unexpected health disorders or injuries to the Insured during the validity of the insurance coverage, as well as those caused by an Accident during the term of the insurance coverage as defined in these Terms and Conditions:

1.2.1. First medical aid in an inpatient or outpatient Medical institution;

1.2.2. expenses of purchasing medicines and dressings prescribed by a doctor;

1.2.3. expenses related to dental treatment in case of severe pain and acute inflammation, or when such treatment is necessary due to an Accident under the Insurance Contract, without exceeding 200 EUR per validity period of insurance contract;

1.2.4. treatment expenses in the Republic of Lithuania, as well as the necessary inpatient treatment in an inpatient Medical institution, shall be reimbursed without exceeding the limits set by the state health insurance funds;

1.2.5. expenses of the necessary transportation of the Insured to and from the site due to the occurrence of an insured event related to:

1.2.5.1. transportation of the Insured from the place of the event to the nearest state Medical Institution;

1.2.5.2. transportation of the Insured to another Medical Institution on the basis of a written instruction of the treating doctor;

1.2.5.3. transportation of the Insured from the Republic of Lithuania or another visited country specified in the Insurance Contract to the place of his/ her domicile on the basis of a written instruction of the treating doctor for further treatment at the domicile;

1.2.6. expenses of transportation of the Insured's remains to the place of burial in the country of his/ her domicile;

1.2.7. expenses of burial or cremation of the Insured in the Republic of Lithuania or in another visited country specified in the Insurance Contract, where the Insured died;

1.2.8. expenses incurred by the accompanying person of the Insured:

1.2.8.1. for accommodation in the Republic of Lithuania or in another Schengen country (except for his / her domicile), when the Insured needs hospital treatment, or travel expenses of the accompanying person travel back to the country of his/ her domicile. These expenses shall be indemnified only if the presence of the accompanying person together with the Insured was specified in writing by the doctor treating the Insured and agreed in advance in writing with Us or Our assisting partners;

1.2.8.2. Expenses related to the return of minor children left without the care of adult persons to the state of permanent residence when the Insured is hospitalized or dies. These costs are reimbursed within the limits of the price of an economy class flight ticket and only if they have been agreed in advance in writing with Us or Our assisting partners.

### 2. What is not Insured

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2.1. We shall consider the following to be non-insured events under this risk and shall not indemnify the following losses:

2.1.1. related to the events listed in clause 1 of Section IV of these Insurance Terms and Conditions;

2.1.2. suffered by the Insured while doing physical work (construction, agriculture, forest management, timber, metal processing, oil extraction, cargo and / or passenger transportation by land, air or water transport, physical safety, warehousing and / or handling, repair of machinery, road and/ or bridge construction and similar work), unless this risk has been chosen and specified in the Insurance Contract;

2.1.3. addictions, oncological diseases (other than analgesic treatment), sexually transmitted diseases (including the HIV virus) and health disorders caused by the diseases referred to in this clause or their consequences.

- 2.1.4. where the Insured was Intoxicated during the event which can be recognised as an insured event, after it, or the moment of occurrence of damage till examination by a physician, or avoided an Intoxication test, including health disorders which are a consequence of consumption of alcohol and/or other psychotropic substances;
- 2.1.5. which occurred during individually organized tours and / or expeditions to areas known for extreme climatic conditions (such as an open sea, etc.);
- 2.1.6. the occurrence of which was affected by illnesses (traumas) of the Insured, due to which the level of working capacity (disability) of the Insured had been determined by state authorities, including a mental illness;
- 2.1.7. a suicide, a suicide attempt or an intentional self-injury by the Insured, and the resulting consequences;
- 2.1.8. expenses of medical services exceeding the scope of first medical aid, also expenses of removal of cosmetic defects, medical examination conclusions and statements, disinfection, vaccination, purchase of food additives and supplements, articles for personal hygiene;
- 2.1.9. Medical expenses incurred due to pregnancy (including examination of the pregnant woman and / or fetus, health disorders, treatment, childbirth, abortion, postpartum complications, childbirth, postpartum illnesses, etc.), except for necessary expenses due to pregnancy complications after the entry into force of the Insurance Contract disposal, not exceeding EUR 300 during the entire period of validity of the Insurance Contract;
- 2.1.10. expenses of acquisition of ownership, rent or loan-for-use of all types of medical aids (prostheses, hearing aids, glasses and other products), except for crutches and splints (purchased or rented due to the Insured Event and at the doctor's instruction);
- 2.1.11. psychoanalytic therapy or psychotherapy;
- 2.1.12. expenses of diagnostics and treatment of congenital chronic diseases, complications or exacerbation thereof and diseases which started before the start of the insurance coverage irrespective of whether they were treated before the event or not, including indirect expenses, except for the expenses of removal of severe pains and life-threatening conditions;
- 2.1.13. expenses of a person accompanying the Insured in case of a medical repatriation incurred in the country of his/ her domicile;
- 2.1.14. the search for the body of the Insured;
- 2.1.15. which occur due to engagement in physical work, sports (including extreme sports), unless such activities have been included as Insurance Risks and specified in the Insurance Policy;
- 2.1.16. which occur when You or the Insured violate the occupational safety requirements through gross negligence;
- 2.1.17. which occurred during military service of the Insured Person in the army or another similar unit, during a war, military activities or a peacekeeping mission;
- 2.1.18. which occurred during the period of probation, remand custody, arrest of the Insured, service of a custodial sentence by the Insured or application of forced medical measures in respect of the Insured, also while the Insured was under supervision of a special education institution;
- 2.1.19. which are directly or indirectly related to the Insured's epileptic seizures, pathological bone fractures, mental disorders or depression;
- 2.1.20. which occurred when the Insured was driving a vehicle, when the Insured (or the person to whom the Insured gave the vehicle) did not have the right to drive it or were Intoxicated. This clause also covers the cases when the Insured was riding as a passenger in the vehicle driven by the person described above, and the Insured was aware of that.
- 2.2. We shall not reimburse any losses which insured when the Insured was engaging in one of the following activities or as a consequence of those activities:
- 2.2.1. any **official sports competitions or trainings**;
- 2.2.2. various types of martial arts, combat and contact sports, including boxing, wrestling, karate, judo, etc.; bodybuilding and weightlifting;
- 2.2.3. participation in and preparation for participation in land, water and air vehicle races or other competitions; participation in vehicle trials and tests;
- 2.2.4. **motorcycling**, jet skiing, snowmobiling, quad biking or light quad biking, and mountain biking;
- 2.2.5. piloting an aircraft, parachuting, gliding, paragliding, hang gliding, ballooning or piloting amateur, recreational or ultralight aircrafts; bungee jumping;
- 2.2.6. any overcoming of thresholds of mountain rivers and other barriers (kayaking, catamaraning, river trekking, riverboarding, rafting, canyoning, river surfing, etc.);
- 2.2.7. power kiting (kitesurfing, kiteboarding, streetsurfing, snowkiting, landboarding, etc.);
- 2.2.8. surfing, windsurfing, any sailing;
- 2.2.9. ski or snowboard jumping, ski mountaineering and all types of off-piste skiing or snowboarding;

- 2.2.10. mountaineering (including but not limited to: mountain, rock, glacier hiking using special equipment), bouldering, speleology;
- 2.2.11. downhill, freeride, etc.; parkour;
- 2.2.12. trips to uninhabited places, extreme climates or harsh natural conditions, e.g. to mountains, jungles, deserts, swamps, taiga, tundra or other;
- 2.2.13. horse riding, equestrian sports;
- 2.2.14. hunting and other activities involving the use of firearms;
- 2.2.15. high-sea fishing;
- 2.2.16. any other extreme health or life-threatening extreme sport or leisure activity which requires special physical and mental abilities and training, using special equipment and / or performing various physical tricks, where the safety of the athlete depends on his ability and readiness only in part - when the risk is affected by the environment where sport is practiced and / or the natural forces used in the sport (wind, waves, snow, etc.);
- 2.2.17. service in the armed forces (participation in peacekeeping missions, military operations, training, etc.), police, fire and rescue service, paramilitary organizations or similar formations;
- 2.2.18. work in security services, oil extraction and / or refining industry, metal foundries, ship repair companies, aviation (pilot or crew member); during blasting, demining, underground and mining works, high-altitude works (at a height of more than 5 meters); working as a sailor (captain and the entire ship's crew), stuntman, tester, lifeguard, diver, stevedore, welder;
- 2.2.19. skiing and / or snowboarding, except when this is provided for in the insurance certificate and when skiing on marked and specially adapted trails of winter sports centres;
- 2.2.20. diving, except when provided for in the insurance certificate and when diving up to 30 meters-deep only, having an appropriate license therefor;
- 2.2.21. sailing on yachts, except when provided for in the insurance certificate, and return to the port at least every 3 days;
- 2.2.22. kayaking in mountain rivers, except when provided for in the insurance certificate and when sailing on specially adapted and marked routes only, where a local rescue service, a tour operator or the head of a licensed group holding a respective license can guarantee the safety, care of tourists and provision of first aid to them;
- 2.2.23. while doing manual work (e.g. when the Insured works Abroad as a driver, builder, agricultural, food industry worker, etc.), except when this is provided for in the insurance certificate.

## II. PROCEDURE OF PAYMENT OF INSURANCE INDEMNITIES

### 1. Upon Occurrence of an Insured Event

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- 1.1. Upon occurrence of an Insured Event, You and/ or the Insured shall be obliged to:
  - 1.1.1. take all reasonable and available measures to minimise the amount of losses;
  - 1.1.2. report the Insured Event to Us not later than within 1 (one) business day from the date of the Insured Event, except for the exceptions established in the Terms and Conditions or for important reasons. To provide Us with detailed information about all the circumstances of such an event known to You or the Insured, to furnish medical and other documents which We request, detailed invoices for the services provided at Our request, to confirm the Event in writing within 3 (three) business days and to complete Our submitted questionnaire correctly and in detail, and fulfil Our other requirements;
  - 1.1.3. immediately notify competent authorities of the Insured Event (report a theft, a robbery or a traffic accident to the police, a fire – to the fire safety department, a communication emergency – to the emergency service, an explosion – to the police and the emergency service, etc.). Request to issue a document confirming the said facts;
  - 1.1.4. immediately, but not later than within 48 (forty-eight) hours, report the death of the Insured, and notify of the hospitalization of the Insured in an inpatient Medical Institution before receiving inpatient treatment services;
  - 1.1.5. do to ascertain the circumstances of the incident, to provide Us or Our Assisting Partners with an opportunity to inspect the scene, conduct an investigation and question witnesses, and perform other damages administration actions; to receive and provide Us with all the data, documents and information requested by Us in order to determine whether the event is insured, the cause of the loss and to assess the amount of the loss and pay the insurance benefit;
  - 1.1.6. All information and documents specified in these Terms and Conditions Rules must be provided to Us in writing in at least one of the following ways: by registered mail, e-mail or by filling in the form [www.balca.lt](http://www.balca.lt). In case of death or hospitalization in an inpatient Medical Institution, if there is no possibility

to notify in writing, the Insured must immediately inform Us by phone **19001**, calling from abroad **+370 5 2119 119**, and within 30 (thirty) calendar days in writing, if We did not send a notice of insured event earlier.

1.2. You, the Insured or the Beneficiary may not do the following without Our or Our representative's prior written approval:

1.2.1. order repatriation or funeral services of the Insured's body;

1.2.2. make a decision on the accompanying or visiting of the Insured;

1.2.3. use services of an inpatient Medical Institution, unless any delay is not justifiable from medical perspective.

### 3. Determining Damage

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3.1. Having received initial information, We shall start an investigation of an event which may be recognised as an Insured Event during which respective justice, law enforcement, personal health care, social security, medical examination establishments and institutions compiling lists of psychoneurological, toxicological, narcological records and other institutions which may have data on the fact, circumstances and consequences of the event shall be contacted. When recording circumstances of an event, We shall be entitled to take photos and make video (audio) recordings. We may hire various experts, specialists or researchers for the investigation of the Insured Event.

3.2. Our conclusions shall be binding unless they have been proven not to reflect the actual situation.

### 4. Paying Insurance Indemnity

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4.1. We shall pay an Insurance Indemnity or the first instalment thereof not later than within 30 days from the date of receipt of all documents relevant for determining the reasons, circumstances and consequences of the Insured Event, and calculating the Insurance Indemnity amount.

4.2. In case of an Insured Event, if determination and approval of the Insurance Indemnity amount takes longer than 3 (three) months, We shall pay the sum equal to the Insurance Indemnity amount undisputed by the Parties at Your request.

4.3. If We are late to pay an Insurance Indemnity through Our own fault, We shall pay interest of 3% per annum on the Insurance Indemnity or a part thereof which was paid late.

4.4. In all cases, when paying an Insurance Indemnity, We shall not exceed the Sum Insured provided for in the Insurance Contract.

## IV. PROCEDURE OF NON-PAYMENT AND REDUCTION OF INSURANCE INDEMNITIES

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### 1. General Non-Insured events

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1.1. Regardless of the scope of the selected insurance coverage or the Insurance Risk, We shall not indemnify losses incurred due to the following events:

1.1.1. originating from or caused by war, invasion, hostile acts by a foreign state, military operations or operations equivalent to them such as civil war (whether the war has or has not been declared), riot, strike, rebellion, insurrection, revolution, declared state of emergency, marauding, vandalism, sabotage, strike, lockout, public order disturbances to the extent considered a revolt or a riot, property confiscation, nationalisation, if it is caused or sanctioned by national authorities whether lawfully or not; other political risks and all other losses or costs incurred directly or indirectly due to prevention of such actions;

1.1.2. originating from or caused by direct or indirect effects of nuclear explosion, exposure to nuclear energy or radioactive preparations, direct or indirect radioactive contamination, also exposure to any radiation (electromagnetic, thermal, light, etc.) and use of chemical or biological substances for other than their intended purpose, also if the following chemical substances had any effect (in any form, composition or form): asbestos, lead, polychlorinated biphenyls (pcb), chlorohydrocarbonates, urea formaldehydes, urea-formaldehyde foam (uff); diethylbestrol (des), halons, chlorofluorocarbons (chlorofluorocarbons (cfc's)) or chlorinated hydro-carbons (chc's);

1.1.3. originating from or caused by acts of terror which are understood as various acts, to a person or group of persons acting independently or for the benefit of some organization or government, using force or threatening to use it for political, economic, religious, ideological or similar purposes to exert influence or intimidate the government, the society or its part; and any other losses or expenses incurred directly or indirectly as a result of the prevention of such actions shall not be reimbursed either;

1.1.4. originating from intentional actions of Yours, the Insured or the Beneficiary;

1.1.5. occurring at the time other than during the validity period of the Insurance Contract or outside the insurance territory, or at the time of suspension or non-application of insurance coverage;



- 1.1.6. when damage is caused by an order or decision of state authorities (confiscation, seizure, destruction, expropriation, detention, etc.);
- 1.1.7. events that occurred as a result of a failure of the Insured to comply with lawful instructions of law enforcement or other authorised officers;
- 1.1.8. occurring due to force majeure circumstances provided for in legal acts of the Republic of Lithuania;
- 1.1.9. where the Insured was Intoxicated during the event which can be recognised as an insured event, after it, or the moment of occurrence of damage till examination by a physician, or avoided an Intoxication test, including health disorders which are a consequence of consumption of alcohol and/or other psychotropic substances.

## 2. Reduction or Non-payment of Insurance Indemnities

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### **2.1. In case of an insured event, We shall have the right to reduce an insurance indemnity amount by:**

- 2.1.1. 50%, if You, the Insured or the Beneficiary have failed to report the Insured Event to competent establishments, institutions or Our representative in a timely manner.
- 2.1.2. 50%, if You, the Insured or the Beneficiary have deliberately failed to comply with all or a part of obligations or Our legally justified claims.
- 2.1.3. If You, the Insured or the Beneficiary have received full or partial compensation from the person responsible for damage, unless otherwise established by laws. The Indemnity shall be reduced by the amount received from the responsible person.
- 2.1.4. If You, the Insured or the Beneficiary are entitled to the Insurance Indemnity for indemnification of the same losses under several insurance contracts, We shall have the right to reduce the Insurance Indemnity payable in proportion to the reduction of the Sum Insured under the respective insurance contract. In any case, the Insurance Indemnity to be paid by each insurance company shall be reduced proportionally under each insurance contract so that the total Insurance Indemnity amount does not exceed the total amount of indemnifiable losses incurred.
- 2.1.5. 40% in case of a loss suffered by the Insured, which would have been lower had he/ she fastened the seat belt in the vehicle.
- 2.1.6. 40%, if injuries suffered before the accident date, consequences of improper medical care, performed reconstructive or plastic surgeries, or diseases, except for diseases (injuries) for which state authorities had determined the level of working capacity (disability) for the Insured, and mental illnesses affected the formation of consequences of the external impact.
- 2.1.7. 40 % in case of a partial injury, except for injuries attributed to a disability.

### **2.2. In case of an Insured Event, We shall be entitled to refuse to pay the Insurance Indemnity if:**

- 2.2.1. when concluding the Insurance Contract, You provided Us with false information on the Insurance Object and circumstances that have a material impact on the assessment of the Insurance Risk and/ or the amount of possible damage (expenses).
- 2.2.2. You, the Insured or the Beneficiary have failed to report to Us the suffered Insured Event in a timely manner, and therefore We or Our representative is unable to determine the exact amount of the expenses incurred.
- 2.2.3. The incurred expenses were a consequence of a non-insured event.
- 2.2.4. You, the Insured or the Beneficiary or Your representatives intentionally provided Us with false information or documents having a substantial impact on the assessment of the Insurance Risk and/ or possible losses, or unlawfully increased the amount of the loss. In case of such suspicions, We shall be entitled to refer to the responsible pre-trial investigation institutions with a view to establishing features and the fact of a possible criminal act.
- 2.2.5. The payment of an Insurance Indemnity would violate trade, economic or other sanctions or embargoes imposed by the Republic of Lithuania, the EU or international organizations, or other national or international legal acts regulating the Insurer's activities.
- 2.2.6. The Insurance Contract or relevant legislation lay down other conditions for refusing to pay an Insurance Indemnity.
- 2.2.7. If having paid out an Insurance Indemnity or a part thereof it turns out that the Indemnity should not have paid or it should have been paid in a lower amount, the Insurance Indemnity or the overpaid amount shall be refunded to Us at Our written request, within 30 (thirty) calendar days from Our request, except for the cases provided for by laws.
- 2.2.8. You, the Insured or the Beneficiary fail to comply with the duties set out herein, whether intentionally or through gross negligence.

## V. GENERAL CONDITIONS

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## 1. Insurance Contract

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### 1.1. Concluding an Insurance Contract

1.1.1. The Insurance Contract is a complex document consisting of the insurance certificate confirming the conclusion of the contract, Your application (We may ask You to submit it in writing), these Insurance Terms and Conditions and other annexes and conditions, which We will agree on. If individual insurance conditions laid down in the insurance certificate and the conditions established in these Insurance Terms and Conditions differ, individual insurance conditions shall prevail.

1.1.2. The Insurance Contract shall be concluded at a free will of the parties, so both You and We shall have the right to refuse to conclude an Insurance Contract without giving any reasons therefor.

1.1.3. The Insurance Contract shall be concluded at Your oral or written request, where You provide Us with the information necessary to assess the Insurance Risk.

1.1.4. The Insurance Contract shall be concluded at a free will of the parties, so both You and We shall have the right to refuse to conclude an Insurance Contract without giving any reasons therefor.

1.1.5. Having made a decision to conclude the Insurance Contract, both You and We shall be mutually honest - in order to properly identify Your needs and assess Your Insurance Risk, We shall receive from You all correct information known to You and / or requested by Us, which is important both for concluding and executing the Insurance Contract. If You improperly discharge this obligation, We shall acquire the right to declare the concluded Insurance Contract invalid.

1.1.6. The Insurance Contract may be concluded in one of the following ways:

1.1.6.1. by signing the Insurance Contract (by a regular or electronic signature);

1.1.6.2. by Us signing the Insurance Contract and You confirming the payment of the insurance premium or its first instalment (if we agree on setting out the premium in instalments).

1.1.7. The Insurance Contract concluded when the Insured is outside the Republic of Lithuania shall be invalid.

### 1.2. Validity of the Insurance Contract

1.2.1. The period of validity of the Insurance Contract shall be specified in the Insurance Policy.

1.2.2. Insurance coverage, i.e. Our obligation to pay an insurance indemnity in case of an Insured Event shall start on the date specified in the Insurance Policy. In cases where entry into force of insurance coverage is associated with paying the insurance premium or the first instalment thereof, insurance coverage shall take effect after the insurance premium or the first instalment thereof has been credited to Our bank account.

1.2.3. Insurance coverage shall only be valid for events that happen in the insurance territory specified in the Insurance Policy. For the purposes of these Insurance Rules, this shall be the Republic of Lithuania or the Republic of Lithuania and Schengen countries.

1.2.4. The Insurance Contract may be supplemented or amended by a written agreement of the parties.

### 1.3. Expiry of the Insurance Contract

1.3.1. The Insurance Contract shall terminate:

1.3.1.1. upon the expiry of the Insurance Contract;

1.3.1.2. after We have paid out all insurance indemnities provided for in the Insurance Contract, even if the Insurance Contract has not yet expired;

1.3.1.3. in case of Your liquidation as a legal entity, in the absence of successors to Your rights and duties. In such a case, the Insurance Contract shall be deemed to have expired from the first day of the period for which insurance premiums have not been paid;

1.3.1.4. in case of death of the Insured or in the event of redundancy of the insured position when there are no more employees;

1.3.1.5. on Your own initiative, by giving a written notice to Us not later than 15 (fifteen) calendar days before the expected day of termination of the Insurance Contract. The Insurance Contract shall be deemed terminated on the day specified in the notice, but not earlier than on the 15<sup>th</sup> (fifteenth) day after the date of receipt of the termination notice. In this case (when calculating the amount to be refunded, We shall treat each started day as a full day):

1.3.1.5.1. if the insurance indemnity has not been paid out or no claims have been filed during the validity period of the Insurance Contract, We shall refund the unused part of the insurance premium within 20 (twenty) calendar days from the date of receipt of Your notice;

1.3.1.5.2. if the insurance indemnity has been paid and/ or reserved, or claims have been filed during the validity period of the Insurance Contract, We shall refund to You the part of the insurance premium equal

to the difference between the unused part of the insurance premium and the paid indemnity within 20 (twenty) calendar days from the date of receipt of Your notice;

1.3.1.6. on Our initiative, in accordance with the procedure established by legislation, if You commit a material violation of the Contract (for example, have been late to pay an insurance premium in a timely manner, intentionally refused to disclose information relevant to the risk assessment, etc.);

1.3.1.7. on other grounds established by laws.

1.3.2. Regardless of the grounds of termination of the Insurance Contract, You shall have the duty to pay the insurance premium for the insurance coverage period till the termination/ expiry of the Insurance Contract.

## 2. Change in the Insurance Risk

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2.1. Change in the Insurance Risk include circumstances that are important to Us after the conclusion of the Insurance Contract, about which You and (or) Insured have to report to Us:

2.1.1. the Insured starts to do physical work;

2.1.2 the Insured engages in sports or sport (including extreme sports) other than specified in the Insurance Contract, participates in official sports competitions or trainings, engaging in leisure time which is of higher risk;

2.1.3. the Insured decides to go to territory that is not specified in the Insurance Policy.

2.2. Upon an increase in the Insurance Risk, We shall have the right to amend the terms and conditions of the Insurance Contract and request to pay an additional insurance premium. If You do not agree with the amended terms and conditions, or fail to express Your opinion within 1 (one) month from the day of sending a notice on new conditions of the Insurance Contract, We shall acquire the right to terminate the Insurance Contract upon the expiry of the time limit specified in this clause without any separate notice.

2.3. Upon a decrease in the Insurance Risk, You shall be entitled to request to amend the terms and conditions of the Insurance Contract and to reduce the insurance premium.

2.4. If, being aware of the increased risk, We would not have concluded the Insurance Contract, We shall be entitled to request to terminate the Insurance Contract.

## 3. Your Rights and Duties

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### 3.1. You shall be entitled to:

3.1.1. get an insurance offer that best suits Your interests and needs;

3.1.2. get familiar with the Insurance Terms and Conditions and the insurance product information document, and to receive a copy thereof before concluding the Insurance Contract;

3.1.3. submit to Us an application for conclusion of the Insurance Contract;

3.1.4. conclude the Insurance Contract in one of the ways offered in these Insurance Terms and Conditions convenient to You.

3.1.5. offer to amend, supplement and/or terminate the Insurance Contract in accordance with the procedure established by legislation and/or the Insurance Terms and Conditions.

3.1.6. request to pay an insurance indemnity in case of an insured event, if a written consent of the Beneficiary specified in the Insurance Contract has been obtained;

3.1.7. receive information on the progress of an investigation of an insured event without violating the applicable legal acts;

3.1.8. disagree with the assignment of Our rights and duties arising out of the Insurance Contract to another (other) insurance company (-ies). In such a case, You shall have the right to terminate the Insurance Contract within 1 month from becoming aware of such an assignment of rights and duties, by giving Us a 15 (fifteen) days' written notice thereof. In such a case, You shall be refunded Your paid insurance premiums for the remaining period of validity of the Insurance Contract.

### 3.2. You shall be obliged to:

3.2.1. submit to Us Your written application for conclusion of the Insurance Contract;

3.2.2. before concluding the Insurance Contract, provide Us with correct information on all the circumstances that may have a material impact on the assessment of the Insurance Risk which You are aware of or which We request. This can be done by completing Our questionnaire, notifying us verbally or in writing and furnishing documents;

- 3.2.3. during the validity period of the Insurance Contract, to immediately, but not later than within 3 (three) business days, notify Us of any changes in the circumstances that may affect the occurrence of an insured event and/or damage, the amount of losses and a change in the Insurance Risk;
- 3.2.4. notify Us of all the concluded or planned insurance contracts concerning the same risks concluded (including their terms and conditions) with other insurance companies. The Insured shall also be subject to this requirement;
- 3.2.5. pay an insurance premium within the time limits set in the insurance certificate;
- 3.2.6. notify Us of a change in contact details (address, phone number, e-mail address) in writing not later than within 3 business days;
- 3.2.7. cooperate with Us in Our pursuit to exercise Our right of recourse against the person responsible for the insured event.

## 4. Rights and Duties of the Beneficiary

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### **4.1. The Beneficiary shall have the right to:**

- 4.1.1. receive an insurance indemnity:
  - 4.1.1.1. when the Insurance Contract has been concluded for the benefit of a third person – according to a request of the Beneficiary;
  - 4.1.1.2. when a written request of the Insured has been received to transfer an indemnity to another person;
- 4.1.2. receive information on the progress of investigation of the insured event and other related information without prejudice to the applicable legal acts.

### **4.2. The Beneficiary shall be obliged:**

- 4.2.1. in case of an insured event, to furnish Us with all the available documents and/or known information on the circumstances and consequences of the insured event.

## 5. Our Rights and Duties

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### **5.1. We shall have the right to:**

- 5.1.1. request and receive all information necessary for risk assessment from You, the Insured and/ or the Beneficiary;
- 5.1.2. in case of a change in the Insurance Risk, to amend conditions of the Insurance Contract and to request to pay an additional insurance premium or to terminate the Insurance Contract with You in accordance with the procedure prescribed by legal acts;
- 5.1.3. if the Insurance Contract is concluded through Your representative, familiarise him/ her, rather than You directly, with the Insurance Terms and Conditions and submit a copy thereof. This will be considered as duly fulfilled duty of Ours to disclose the terms and conditions of the Insurance Contract to You;
- 5.1.4. refuse to conclude the Insurance Contract without giving any reasons therefor;
- 5.1.5. refuse to pay the insurance premium or to reduce its amount, if You or the Insured (if he/ she was aware of the conclusion of the Insurance Contract on his/ her behalf) intentionally or through Gross Negligence:
  - 5.1.5.1. failed to notify Us of the occurrence of the insured event within the time limits specified in the Insurance Terms and Conditions, and this affected the increase in damage or the determination of circumstances and/ or consequences of the event;
  - 5.1.5.2. despite Your obligation, You have failed to take action that may reduce or eliminate the damage caused;
  - 5.1.5.3. failed to follow Our other legitimate instructions;
- 5.1.6. assign Our rights and duties arising from the Insurance Contract to another insurance company (-ies) in accordance with the procedure established by legal acts. You shall be informed of such an intention at least 2 (two) months in advance and in at least two national newspapers;
- 5.1.7. for the purpose of providing the Services, without prejudice to Your interests, disclose confidential information to independent and Our hired experts, reinsurance companies, Our legal representatives and advisers, companies related to Us, courts and arbitration, the Beneficiary and in other cases prescribed by laws.

### **5.2. We shall be obliged to:**

- 5.2.1. pay insurance indemnities in case of the occurrence of an insured event in accordance with the procedure and within the time limits established by legal acts and these Insurance Terms and Conditions;

5.2.2. process Your personal data, personal data of the Insured, the Beneficiary and other persons related to the Insurance Contract in strict compliance with provisions of legal acts;

5.2.3. notify You and the Beneficiary of the progress of the insured event in accordance with the procedure established by legal acts.

## 6. Procedure of Calculation and Payment of Insurance Premiums

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6.1. We shall calculate the sum of the insurance premium, the payment of which is one of Your key obligations, according to Your provided information, including the duration of the stay in Lithuania, the Sum Insured, the chosen Insurance Risks, the insurance coverage territory, the type of the Trip and other important information.

6.2. You shall pay the total insurance premium amount at the moment of conclusion of the Insurance Contract, however, we may agree on the payment of the insurance premium in instalments. In such a case, the sums and the terms of their payment shall be specified in the insurance certificate.

6.3. The insurance premium or its instalment shall be considered paid after making a transfer to the bank account of Ours or Our representative's. The date of crediting funds in Our or Our representative's bank account shall be deemed the date of payment of the insurance premium

6.4. The payment of the total insurance premium amount or its instalment shall be considered proper discharge of Your duty to pay the insurance premium.

6.5. If You fail to pay an insurance premium or pay it only in part, We shall additionally charge default interest of 0.02 (two hundredths) percent of the outstanding amount for each day of delay, calculating of the outstanding amount.

6.6. If You fail to pay an insurance premium within 30 days from the date of sending Our call for payment to You, the Insurance Contract shall terminate on the grounds referred to in clause 1.3.1.6. hereof. If We hire for debt recovery persons engaged in the provision of such services, You shall cover the costs which We incur as a result.

6.7. In case of a change in the Insurance Risk, We shall have the right to recalculate the insurance premium amount.

## 7. Other Conditions

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7.1. The Parties shall not be entitled to disclose confidential information of the other party received in the course of provision of insurance services (including information received before conclusion of the Insurance Contract) to third parties without a prior written consent of the other party, except for the cases set out in legal acts and these Insurance Terms and Conditions.

7.2. The Insurance Contract and any legal relationship arising out of the Insurance Contract shall be governed by law of the Republic of Lithuania.

7.3. In the event of a dispute, We shall resolve it in good faith by negotiation. In case of a failure to reach an agreement, a dispute may be referred to courts in accordance with the procedure established by legal acts of the Republic of Lithuania. If You are a natural person, You may also refer a dispute for resolution to the institution supervising Our activities, namely, the Supervisory Authority of the Bank of Lithuania, [www.lb.lt](http://www.lb.lt).

7.4. In order for communication between us to run smoothly, we shall send notifications to each other in writing:

7.4.1. by post;

7.4.2. by e-mail / on the self-service portal, indicating this in the insurance certificate or the self-service;

7.4.3. by other means that we agree on.

7.5. Mutual notifications shall be deemed to have been duly served within a reasonable period time after they were sent in an agreed manner.